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 October 6, 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 October 6, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 314 58728; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 874 05197; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, October 3, 2025, and ending at 6:00 p.m. on Monday, October 6, 2025, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on October 6, 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 withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE

DRAFT COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 6, 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 SHELBY LAMBDIN
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

(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. Preapproval to purchase 4 Patrol Motorcycles and 1 F150 Responder or similar for Spokane Police Department−estimated cost $265,000 (including sales tax) (Council Sponsors: Council President Wilkerson and Council Member Zappone) Rick Giddings	Approve	OPR 2025-0653
2. Preapproval to purchase one Stepp 250-gallon Mastic Patcher or similar, including related tools, for Street Department−$135,000 (plus applicable taxes) (Council Sponsors: Council Members Bingle and Klitzke) Rick Giddings	Approve	OPR 2025-0674
3. Value Blanket with SealMaster Washington (Spokane) beginning December 14, 2025 and aligning with WA State DES Contract 05124 (for Roadway Surface and Repair Materials) initial term, to include any and all renewal periods for the life of the contract, for:	Approve	
a. SA Premier Crack Sealant−$150,000 annually.		OPR 2025-0676
b. Nuvo Gap Material−$100,000 annually.		OPR 2025-0677
(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Clint Harris		
4. Value Blanket Renewal 3 of 4 with Western Systems Inc. (Everett, WA) for the purchase of traffic signal	Approve	OPR 2022-0617 ITB 5693-22

	control cabinets beginning October 4, 2025, through October 3, 2026−not to exceed $228,098.20. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) **Clint Harris**		
5.	**Value Blanket Renewal 3 of 4 with Valmont Industries Inc. (Omaha, NE) for the purchase of traffic signal standards beginning October 4, 2025, through October 3, 2026−not to exceed $255,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Clint Harris**	**Approve**	**OPR 2022-0618** **ITB 5680-22**
6.	**5-year Value Blanket with Ferguson Waterworks (Spokane Valley, WA) for the purchase of EBAA Iron Mega Lug Restraint's−$50,000 annually. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0680** **RFQ 6430-25**
7.	**Five-year Master Value Blanket with Norco, Inc. (Spokane Valley, WA) for the as-needed purchase of compressed and specialty calibration gases, utilized by various City departments, from 12/1/2025-11/30/2030−not to exceed $425,000 (incl. tax) (Council Sponsor: Klitzke)** **Chris Averyt**	**Approve**	**OPR 2025-0675** **ITB 6434-25**
8.	**Contract Renewal 3 of 3 with Anatek Labs, Inc. (Spokane, WA) for as-needed analytical testing services for the Waste to Energy Facility and landfills from November 1, 2025 through October 31, 2026−total cost not to exceed $50,000 (plus tax) (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2021-0601** **RFP 5480-21**
9.	**Contract renewal 4 of 4 with Knight Const. & Supply, Inc. (Deer Park, WA) for mechanical repairs at the Waste to Energy Facility from November 1, 2025 through October 31, 2026−not to exceed $2,500,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2021-0716** **PW ITB 5506-21**
10.	**Renewal 1 of 4 with Industrial Service Solutions (Longview, WA) for on-site valve repair services at the Waste to Energy Facility from January 1, 2026 through December 31, 2026− not to exceed $150,000 (plus tax) (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2024-0929** **ITB 6163-24**
11.	**Interlocal Agreement with Washington State Department of Transportation (WSDOT) for continued homeless encampment and related impacts, such as litter and graffiti removal, on and adjacent to WSDOT properties, including I-90 and multiple state highways**	**Approve**	**OPR 2025-0615**

	within the city limits, with termination date of June 30, 2027, or before if available funding is fully expended−$445,000 (Council Sponsors: Council President Wilkerson and Council Member Bingle) Luis Garcia		
12.	Conditional Multifamily Tax Exemption contract with GenJet Inc., for the property located at 1728 E. Hartson Avenue, to create 8 dwelling units. Following construction, the project intends to finalize under the 8-year exemption. (Council Sponsor: Council Member Bingle) Amanda Beck		OPR 2025-0616
13.	Conditional Multifamily Tax Exemption Contract with Ho S Jun, for the property located at 2808 W Cincinnati Street, to create 18 dwelling units. Following construction, the project intends to finalize under the 12-year exemption. (Council Sponsor: Council Member Bingle) Amanda Beck	Approve	OPR 2025-0647
14.	Subcontract with Spokane County for FY2026-2028 eviction prevention services−$3,462,099 (Council Sponsors: Council Members Bingle and Dillon) Keri Cederquist	Approve	OPR 2025-0648
15.	Service Agreement with Washington State Department of Ecology to provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land from October 1, 2025, to September 30, 2026−$72,380 (Council Sponsors: Council President Wilkerson and Council Member Cathcart) Lance Dahl	Approve	OPR 2025-0649
16.	Contract with Iron Aero Marine & Metalworks Ltd. (Alberta, Canada) for the upfitting of a city owned watercraft for use by the water rescue team−$60,000 (Council Sponsors: Council President Wilkerson and Council Member Zappone) Mike Forbes	Approve	OPR 2025-0670
17.	Recommendation to list the Murgittroyd House at 516 W Sumner Avenue on the Spokane Register of Historic Places and authorize Management Agreement with owners. (Council Sponsor: Council Member Bingle) Megan Duvall	Approve	OPR 2025-0650
18.	Acceptance of Indirect Department of Justice JAG24 grant through Spokane County for continued implementation of Spokane Police Department red dot sight program. Period of performance October 1, 2023, through September 30,	Approve	OPR 2024-0986 ORD C36761

2027−$76,478. (Relates to Special Budget Ordinance C36761) (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Matt Cowles

19. Acceptance of Training/Outreach Grant from the Washington Traffic Safety Commission to provide funding for an officer that will provide training on impaired driving enforcement from October 1, 2025 through September 30, 2026−$225,000 (Council Sponsors: Council President Wilkerson and Council Member Zappone) — Approve — OPR 2025-0651
Matt Cowles

20. Contract Renewal 2 of 2 with FCS Group (Redmond, WA) for rate structure analysis of the City's Water, Sewer, and Stormwater utility rates from October 1, 2025, through September 30, 2028−not to exceed $260,000 (incl. tax) (Council Sponsor: Council Member Klitzke) — Approve — OPR 2019-0812
Marlene Feist

21. Contract with DOWL, Inc (Spokane, WA) for the design of the Pacific Avenue Greenway−$207,635.05. (Council Sponsor: Council Member Klitzke) — Approve — OPR 2025-0681 ENG 2022069
Jonathan Adams

22. Report of the Mayor of pending: — Approve & Authorize Payments

    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 $_____. — CPR 2025-0002

    b. Payroll claims of previously approved obligations through _____, 2025: $_____. — CPR 2025-0003

23. Minutes: — Approve All

    a. City Council Meeting Minutes: _____, 2025. — CPR 2025-0013

    b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36760 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to cover the cost of paramedic training, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Julie O'Berg

ORD C36761 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to accept a subaward grant from Spokane County, and declaring an emergency. (Relates to Consent Agenda Item No. 18) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Matt Cowles

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0059 **Regarding adoption of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

Cathcart Proposed Amendment:

- **Request motion to amend Attachment A to Resolution 2025-0059 with proposed updates filed August 18, 2025, and included in agenda packet under Resolution 2025-0059.**

(Deferred from September 15, 2025, Agenda, during the September 8, 2025, 3:30 p.m. Agenda Review Session)

RES 2025-0069 **Setting hearing before City Council for October 27, 2025, for the vacation of the alley between Central and Columbia, from Freya to Sycamore, as requested by owners having an interest in real estate abutting the right-of-way. (Council Sponsors: Council Members Bingle and Dillon)**
Eldon Brown

RES 2025-0075 **Acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and approving the use of $111,000 in TIF funding for public improvements installed in the Monroe Street public right-of-way adjacent to 1023 N Monroe Street. (Council Sponsors: Council Members Bingle, Dillon and Klitzke)**
Kevin Freibott

RES 2025-0076 **Acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of $229,692 in TIF funding for public improvements to be installed as part of implementing the "West Central Infrastructure Project" and the "27 by 2027 Urban Mobility Network." (Council Sponsors: Council President Wilkerson and Council Members Zappone and Bingle)**
Kevin Freibott

RES 2025-0077 **Regarding amendment of the City of Spokane Water and Hydroelectric – Rules and Regulations of Water System Installations. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

RES 2025-0078 **Regarding the adoption of a Public Rule for the Wastewater Management Department for Side Sewer Installation Handbook. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

RES 2025-0079 **Adopting the revised allocations and project prioritization for the 2026 Residential Street Maintenance program utilizing Transportation Benefit District funding. (Council Sponsors: Council Members Bingle and Klitzke)**
Abigail Martin

RES 2025-0080 **Recognizing the Hillyard Subarea Plan as the coordinated framework and community vision for guiding future growth, economic development, and investment in the Hillyard area. (Council Sponsors: Council Members Bingle and Cathcart)**
Tim Thompson

RES 2025-0082 **Approving Development Agreement to allow for the construction of a regional wastewater pump station in the Lower Terrace/Seven Mile area in Northwest Spokane. The private developer would construct the regional station and the City would reimburse the Developer for costs beyond the requirements of the development for the project. (Council Sponsor: Council Member Klitzke)**
Marlene Feist

ORD C36755 **Related to the Director of Accounting and the Accounting Department; correcting department and position titles; amending sections 03.01A.215, 03.04.060, 03.04.120, 03.04.250, 03.05.040, 03.05.110, 03.07.030, 07.03.020, and 17D.080.050; and repealing Section 03.07.160 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Adam McDaniel

FIRST READING ORDINANCES

ORD C36732 **Renaming the "Housing Local Sales Fund" to the "HEART Fund," adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel

(Deferred as amended from the September 22, 2025, Agenda, during the September 15, 2025, 3:30 p.m. Agenda Review Session)

ORD C36733 **Establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel

(Deferred as amended from the September 22, 2025, Agenda, during the September 15, 2025, 3:30 p.m. Agenda Review Session)

ORD C36738 **Changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Chris Wright

ORD C36752 **Concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**
Chris Wright

(Deferred from the September 22, 2025, Agenda during the September 8, 2025, 3:30 p.m. Agenda Review Session.)

ORD C36753 **Making technical corrections to Chapters 08.02, 10.29, 12.01, 12.02, 13.03 of the Spokane Municipal Code, and technical corrections to Titles 17A, 17C, 17D, 17F and 17G of the Spokane Municipal Code. (Council Sponsors: Council Members Lambdin and Zappone)**
Adam McDaniel

ORD C36762 **Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Level 3 Telecom of Washington LLC., subject to certain conditions and duties as further provided. (Council Sponsors: Council Members Cathcart and Klitzke)**
Timothy Szambelan

ORD C36763 **Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Forged Fiber 37, LLC., a Delaware limited liability company, subject to certain conditions and duties as further provided. (Council Sponsors: Council Members Cathcart and Klitzke)**
Timothy Szambelan

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.

ADJOURNMENT

The October 6, 2025, Regular Legislative Session of the City Council will be held and is adjourned to October 20, 2025.

Note: There is no City Council meeting on Monday, October 13, 2025, due to the recognized observance of Indigenous Peoples' Day (although City Hall is open this day).

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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/15/2025		
Clerk's File #	OPR 2025-0653		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	SBO
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PRE-PURCHASE APPROVAL FOR 4 PATROL MOTORCYCLES AND 1 F150		

Agenda Wording

Fleet Services would like pre-purchase approval for 4 Patrol Motorcycles and 1 F150 Responder or similar for SPD. Total cost is estimated at $265,000 including sales tax.

Summary (Background)

Patrol Motorcycles are a critical part of SPD's fleet which are used in many situations including traffic control and special events. SPD's motorcycle fleet has not been upgraded in many years leaving existing units overused and costly to maintain. The F150 Responder will be used to support and transport motorcycles as necessary. Motorcycle models and supplier will be decided based on results of a bid process. F150 will be purchased using a cooperative contract.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost information will be collected by Fleet for future analysis.

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

Aligns with Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 265,000
Current Year Cost	$ 265,000
Subsequent Year(s) Cost	$ 0

Narrative

Motorcycles and Support Vehicle will be purchased using a bid process and/or cooperative contracts following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ $265,000	# 0680-11120-94210-56404-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	GBYRD
Division Director	BOSTON, MATTHEW		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List	
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From: NOREPLY@des.wa.gov
To: Russell, Adam T.
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2025-8-263 - SPOKANE, CITY OF - 23210
Date: Thursday, August 14, 2025 9:42:37 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2025-8-263 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423
Dealer: Bud Clary Ford (W403)
Dealer Contact: Kathleen Brennan
Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: atrussell@spokanecity.org
Quote Notes:
Vehicle Location: SPOKANE CITY

Color Options & Qty

Carbonized Gray Metallic (M7) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-05002-0001	2025 Ford F150 Pursuit-Rated Responder Crew Cab 4WD	1	$47,866.00	$47,866.00
2025-05002-0033	Remote Keyless Entry Key Fobs (Includes 4 fobs) (does not include door keypad) (Compatible w/ new Fleet Keyed Alike option, but Key Fobs are NOT fobbed alike) (Includes Perimeter Anti-theft Alarm) (67P)	1	$343.00	$343.00
2025-05002-0034	Fleet Keyed Alike (Simple fleet key, non-chipped) [Unique to F150 Police Responder, not compatible with Police Interceptor Utility/SUV)] (Contact dealership for key codes available) (62E/B/D/F/J/C/G)	1	$49.00	$49.00
2025-05002-0035	Badge Delete (removes rear police responder badge) (41A) (No charge or credit)	1	$0.00	$0.00
2025-05002-0036	Rear Wheel Arch Liner (96L)	1	$177.00	$177.00
2025-05002-0041	Fog Lamps (595)	1	$143.00	$143.00
2025-05002-0045	Integrated Trailer Brake Controller (67T)	1	$275.00	$275.00

2025-05002-0047	Mirrors (54R), manual-folding, power glass with heat, turn signal, high-intensity LED security approach lamps, LED side-mirror lights and black skull caps (not directional police spot lamps) (Not available with either Spot Lamp Prep Kit #59C or #59D; OR Spot Lamps #59E/59F/59G/59J) (54R/59S)	1	$574.00	$574.00
2025-05002-0049	Black Platform Running Boards (18B)	1	$250.00	$250.00
2025-05002-0199	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	1	$0.00	$0.00
2025-05002-0205	Delivery to customer location in Eastern Washington. (DLR)	1	$400.00	$400.00
2025-05002-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$75.00	$75.00
2025-05002-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$54.00	$54.00
2025-05002-0232	Mud Flaps, Front (DLR)	1	$110.00	$110.00
2025-05002-0233	Mud Flaps, Rear (DLR)	1	$110.00	$110.00
2025-05002-0236	Floor Mats, HD Rubber Molded, Front (Extended/Crew Cabs) (Weather Tech) (DLR)	1	$153.00	$153.00
2025-05002-0242	SPRAY-IN Bedliner (DLR)	1	$602.00	$602.00
2025-05002-0278	Setina - Under Seat Locking Storage Box (Installed under 60% rear driver side section. Factory jack will be shipped loose inside.) (Not compatible with Cargo Deck, Single Prisoner Transport Partition, Dual Prisoner Transport Wall) (Crew Cab only) (DLR) (SET355)	1	$846.00	$846.00
2025-05002-0504	Ford Tonneau Cover - Tri-Fold Hard Panels, 5.5ft bed (TC504)	1	$1,642.00	$1,642.00
2025-05002-0561	DECKED in bed storage system for 5.5ft bed (DD561)	1	$2,259.00	$2,259.00
2025-05002-0920	POLICE: (Whelen Base Package) Installed equipment includes: (2) ION grill lights (RED driver/BLUE Pass), (2) ION-T dual color front corner lights (R/W driver, B/W pass), (2) ION single color rear side bed lights (RED driver/BLUE pass), (2) ION-T single color tailgate lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass). CENCOM CORE siren package (CCSRN36 head) including OBD connection and two CEM8 expansion modules. Console package includes Havis vehicle specific computer mount ready console (NOT COMPATABLE WITH INTERIOR UPGRADE PACKAGE), cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR OPTION BELOW) (DW920)	1	$11,022.00	$11,022.00
2025-05002-0926	POLICE: (Interior Lightbar) Installed equipment includes: Whelen DUO interior windshield lightbar package. (FRONT) Whelen XLP DUO windshield lightbar. Dual color (RED driver/BLUE pass) including full front white scene light. (Requires POLICE Whelen base package) (DW926)	1	$1,923.00	$1,923.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$68,873.00
8.4 % Sales Tax:	$5,785.33
Quote Total:	$74,658.33

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	OPR 2025-0674		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20813
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF MASTIC PATCHER FOR STREET DEPARTMENT		

Agenda Wording

Fleet would like pre-purchase approval for one Stepp 250-gallon Mastic Patcher or similar for the Street Department for $135,000 including related tools and applicable sales tax.

Summary (Background)

Mastic patchers are used by the Street Department to fill cracks in asphalt and are a critical component of yearly street maintenance. The Stepp 250 has been selected for its semi-automated design which greatly improves speed and efficiency.

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected

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

Lifecycle cost data is collected by Fleet Services for future analysis

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

Aligns with CIP and Centralized Fleet Management policy.

Council Subcommittee Review

No subcommittee for this topic

Fiscal Impact

Approved in Current Year Budget?	
Total Cost	$ 135,000
Current Year Cost	$ 135,000
Subsequent Year(s) Cost	$ 0

Narrative

Purchase will be made using a cooperative contract or through a competitive bid process following all City Purchasing rules.

Amount		Budget Account
Expense	$ 135,000	# 5110-71700-94440-56404-55041
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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fleetservicesaccounting@spokanecity.org	

ARROW CONSTRUCTION SUPPLY

Tom Kennard
Rental Branch Manager
Cell # 509-435-1421
9905 E Trent Ave
Spokane Valley, WA

www.arrowconstructionsupply.com

QUOTE TO: City of Spokane	BID DATE: 9/9/2025	ATTN:

PROJECT:
ADDRESS

QTY	U/M	PRODUCT DESCRIPTION		UNIT $ EA.	TOTAL
1		**2025 Stepp SMP 250Gal**			$86,018.00
1		Beacon Strobe Light			$529.00
1		Arrowboard			$2,193.00
1		Fire Extinguisher			$412.00
1		Toolbox 10"x10"x24"			$566.00
1		Smoother Iron			$186.00
1		Double Knuckle Auger System			$30,160.00
1		Highway Orange			$0.00
1		3" Pintle			$0.00
1		7 Pin RV			$0.00
			FREIGHT TBD		
			TOTAL		$120,064.00

THANK YOU FOR YOUR BUSINESS! QUOTE VALID FOR 30 DAYS ONLY.

Prices good only for quantities listed, any change will require new quote. Prices & freight charges are estimates only.
All prices are F.O.B. shipping point unless noted. No state or federal taxes included.
Special items or merchandise not stocked by Arrow Construction Supply are not returnable.
** Guaranteed delivery time does not apply to weather or any other circumstances beyond the carrier's control
It does not apply to any maunufacturing malfunctions or delays.**

ARROW SUPPLY IS THE DEALER FOR CRAFCO, GRACO, WACKER, AND BARTELL
WE ALSO DISTRIBUTE CRAFCO ASPHALT PRODUCTS
ARROW SUPPLIES AND RENTS BOTH NEW AND USED SHIPPING CONTAINERS

FOR SALES SERVICE AND KNOWLEDGE, ARROW HAS IT

PROJECT:

PROJECT ADDRESS:

QTY	U/M	PRODUCT DESCRIPTION	UNIT $ EA.	TOTAL

THANK YOU FOR YOUR BUSINESS! ESTIMATE VALID FOR 30 DAYS ONLY. TOTAL



PROJECT:

PROJECT ADDRESS:

QTY	U/M	PRODUCT DESCRIPTION	UNIT $ EA.	TOTAL

THANK YOU FOR YOUR BUSINESS! ESTIMATE VALID FOR 30 DAYS ONLY. TOTAL



PROJECT:

PROJECT ADDRESS:

QTY	U/M	PRODUCT DESCRIPTION	UNIT $ EA.	TOTAL

THANK YOU FOR YOUR BUSINESS! ESTIMATE VALID FOR 30 DAYS ONLY. TOTAL



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2025-0676		
Cross Ref #	2025-0471		
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR SA PREMIER CRACK SEALANT		

Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of SA Premier Crack Sealant through SealMaster Washington. Pricing to be based upon the WA State DES Contract 05124 for Roadway Surface and Repair Materials, has an effective date of December 14th, 2025. Approval is being sought to enable resulting Value Blanket to align with State Contract's initial term, to include any and all renewal periods for the life contract, authorizing an annual reoccurring spend amount of $150,000 for the initial 12-month base period of DES Contract 05124 and all renewal periods for the life of DES contract.

Summary (Background)

SA Premier Crack Sealant is a product used to extend the life of City roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions, promoting structural longevity.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$ 150,000
Subsequent Year(s) Cost	$ 150,000

Narrative

Amount		**Budget Account**
Expense	$ 150,000	# 1100-21700-42300-53210-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
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**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org
jdykes@spokanecity.org	

Contract Summary

Road Surface and Repair Materials

See vendors on this contract and their certifications

Contract #: 05124 Replaces: 07121 Contract Type: STATEWIDE CONTRACT

This new solicitation is under development to succeed the expiring contract 07121.

The previous Contract was for Roadway Maintenance Products such as emulsions, sealants and other products typically used by the Washington State Department of Transportation, Washington Counties and Cities that have road maintenance responsibilities.

Enterprise Services is currently determining the scope of this new opportunity. Enterprise Services will be confirming this scope of work with the customers.

If you have any suggestions or would like to assist Enterprise Services in developing the solicitation, please contact please contact the Contract Specialist in the contract information section below.

Effective Date: 12-14-2025 Est. Annual Worth: $1,000,000
Current Term Ends On:
Final Term Ends On:
Commodity Code(s): 745-02, 745-04, 745-05, 745-06, 745-07, 745-08, 745-10, 745-12, 745-11, 745-13, 745-14, 745-21, 745-28, 745-31, 745-35, 745-42, 745-45, 745-49, 745-50, 745-56, 745-63, 745-65, 745-67, 745-68, 745-70, 745-77, 745-80, 745-86, 745-84, 745-87, 750-21, 750-32, 750-28, 750-30, 750-33, 750-42, 750-45, 750-50, 750-52, 750-60, 750-62, 750-70, 750-72, 750-91, 750-96, 150-12, 315-10, 315-30
Diversity: 0% WBE 0% MBE
# of Bids Received:

Contact Info: Leilani Konecny (360) 407-8249
leilani.konecny@des.wa.gov

Secondary Contact Info: Team Cypress G (360) 407-2218
descontractsteamcypress@des.wa.gov

Vendor and Contract Performance Feedback Form
Please send an email request to the Contract Administrator for copies of any submitted feedback
See the list of customers and vendors for the contract

Who Can Use This Contract?

- Organizations with Statewide Contract Usage Agreements
- Customer Communication Profile

This Contract has no Current Documents

This Contract has no Historical Documents

Currently there are no sales reports from the vendors on this contract.

Find a Contracts Specialist

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: R5 INC. DBA SEALMASTER WASHINGTON INC.

Business name: SEALMASTER WASHINGTON

Entity type: Profit Corporation

UBI #: 605-404-858

Business ID: 001

Location ID: 0001

Location: Active

Location address: 605 SE LAKE RD
REDMOND OR 97756-2334

Mailing address: PO BOX 1847
REDMOND OR 97756-0524

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Feb-28-2026	Feb-12-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
RUSSELL, ZACHARY	President

Registered Trade Names

Registered trade names	Status	First issued
SEALMASTER WASHINGTON	Active	Feb-12-2024

The Business Lookup information is updated nightly. Search date and time: 9/9/2025 2:13:53 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2025-0677		
Cross Ref #	2025-0470		
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR NUVO GAP MATERIAL		

Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of Nuvo Gap material, through SealMaster Washington. Pricing to be based upon the WA State DES Contract 05124 for Roadway Surface and Repair Materials, has an effective date of December 14th, 2025. Approval is being sought to enable resulting Value Blanket to align with the State Contract's initial term, to include any and all renewal periods for the life of the contract, authorizing an annual reoccurring spend amount of $100,000 for the initial 12-month base period of DES Contract 05124 and all renewal periods for the life of DES contract.

Summary (Background)

Nuvo Gap is a product that will preserve the life and integrity of City roadways where cracks larger than one inch across have formed, preventing further degradation from moisture during freeze/thaw cycles.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 100,000
Current Year Cost	$ 100,000
Subsequent Year(s) Cost	$ 100,000

Narrative

Amount		**Budget Account**
Expense	$ 100,000	# 1100-21700-42300-53210-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Heath Nave heath@sealmasterportland.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org
jdykes@spokanecity.org	

Contract Summary

Road Surface and Repair Materials

See vendors on this contract and their certifications

Contract #: 05124 Replaces: 07121 Contract Type: STATEWIDE CONTRACT

This new solicitation is under development to succeed the expiring contract 07121.

The previous Contract was for Roadway Maintenance Products such as emulsions, sealants and other products typically used by the Washington State Department of Transportation, Washington Counties and Cities that have road maintenance responsibilities.

Enterprise Services is currently determining the scope of this new opportunity. Enterprise Services will be confirming this scope of work with the customers.

If you have any suggestions or would like to assist Enterprise Services in developing the solicitation, please contact please contact the Contract Specialist in the contract information section below.

Effective Date: 12-14-2025 Est. Annual Worth: $1,000,000
Current Term Ends On:
Final Term Ends On:
Commodity Code(s): 745-02, 745-04, 745-05, 745-06, 745-07, 745-08, 745-10, 745-12, 745-11, 745-13, 745-14, 745-21, 745-28, 745-31, 745-35, 745-42, 745-45, 745-49, 745-50, 745-56, 745-63, 745-65, 745-67, 745-68, 745-70, 745-77, 745-80, 745-86, 745-84, 745-87, 750-21, 750-32, 750-28, 750-30, 750-33, 750-42, 750-45, 750-50, 750-52, 750-60, 750-62, 750-70, 750-72, 750-91, 750-96, 150-12, 315-10, 315-30
Diversity: 0% WBE 0% MBE
# of Bids Received:

Contact Info: Leilani Konecny (360) 407-8249
leilani.konecny@des.wa.gov

Secondary Contact Info: Team Cypress G (360) 407-2218
descontractsteamcypress@des.wa.gov

Vendor and Contract Performance Feedback Form
Please send an email request to the Contract Administrator for copies of any submitted feedback
See the list of customers and vendors for the contract

Who Can Use This Contract?

- Organizations with Statewide Contract Usage Agreements
- Customer Communication Profile

This Contract has no Current Documents

This Contract has no Historical Documents

Currently there are no sales reports from the vendors on this contract.

Find a Contracts Specialist

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: R5 INC. DBA SEALMASTER WASHINGTON INC.

Business name: SEALMASTER WASHINGTON

Entity type: Profit Corporation

UBI #: 605-404-858

Business ID: 001

Location ID: 0001

Location: Active

Location address: 605 SE LAKE RD
REDMOND OR 97756-2334

Mailing address: PO BOX 1847
REDMOND OR 97756-0524

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Feb-28-2026	Feb-12-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
RUSSELL, ZACHARY	President

Registered Trade Names

Registered trade names	Status	First issued
SEALMASTER WASHINGTON	Active	Feb-12-2024

The Business Lookup information is updated nightly. Search date and time: 9/9/2025 2:13:53 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2022-0617		
Cross Ref #	2022-0617		
Project #			
Submitting Dept	STREETS	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VB
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR TRAFFIC CONTROL CABINETS		

Agenda Wording

The Street Department is seeking approval for the renewal of Value Blanket VB-301399 with Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets at a cost not to exceed $228,098.20. This renewal period will begin October 4th, 2025 and run through October 3rd, 2026. This is the third extension of four 1-year contract extensions outlined in the awarded bid.

Summary (Background)

The renewal of this Value Blanket (VB-301399), awarded via bid ITB 5693-22, provides a streamlined means of ordering traffic signal control cabinets for street projects and/or maintenance replacements. This Value Blanket is contracted with Western Systems Inc. and covers both federally funded and non-federally funded projects.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $228,098.20
Current Year Cost	**$** $228,098.20
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** $228,098.20	**#** Various
Select	**$**	**#**
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**	
Dept Head	MCDANIEL, ADAM	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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streetaccounting@spokanecity.org	rrinderle@spokanecity.org
gokihara@spokanecity.org	bvasecka@spokanecity.org

WesternSystems
Innovative Transportation Solutions

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Quotation

This quotation valid from 10/04/25 until 10/03/26

Date	Quote #	Rev #
03/20/25	**Q-19460**	1
	Replaces Q-17290	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2025)	City of Spokane, WA

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	City of Spokane, WA	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	2100000085	SUB-ASSEMBLY CTC X-RPS RAILROAD SYSTEM INSTALLATION (NEMA CABINET) 2020	$464.60	$464.60

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	90 to 120 Days after Release

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$464.60**
Shipping	$0.00
Tax 9.00%	$41.81
Grand Total	**$506.41**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

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This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

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Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

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WesternSystems
Innovative Transportation Solutions

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Quotation

This quotation is valid from 10/04/25 until 10/03/26

Date	Quote #	Rev #
03/20/25	**Q-19457**	3
	Replaces Q-17288	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2025)	City of Spokane, WA

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3012500001	ENCLOSURE TYPE P+ ALLEN WRENCH (F) ALLEN WRENCH (S) HANDLES (UNFINISHED)	$3,607.27	$3,607.27
1	2510510004	CONTROLLER CABINET (TS2-2); SPOKANE TYPE P+ (ALPHA) 2018	$14,789.78	$14,789.78
		CITY OF SPOKANE TYPE P+ SPECIFICATIONS LOCATION: _____ @ _____ CABINET # **WSP+33XX**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$2,855.07	$2,855.07
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	2010000040	RED JUMPERS UNUSED PHASES	$4.75	$38.00
1	4050090020	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,433.67	$1,433.67
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$593.40	$593.40
2	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$358.80	$717.60
16	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$772.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
6	5040040020	FLASH TRANSFER RELAY	$48.25	$289.50
8	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$453.87	$3,630.96
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,274.04	$1,274.04
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,202.49	$4,202.49

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$75.15	$75.15
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,144.34	$5,144.34
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,153.07	$1,153.07
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,109.06	$5,109.06
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$1,387.67	$1,387.67
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48
1	8025010245	UPS POWER MODULE HP 2000W W/(6) RELAYS & 120V INPUT/OUTPUT IP/SNMP 240V OPTION	$2,046.10	$2,046.10
1	8025015000	AUTOMATIC TRANSFER SWITCH ASSEMBLY (ALPHA); 19" RM W/SURGE, UATS, RECEPTACLES 120VAC (020-168-25)	$852.27	$852.27
1	8025095500	RBMS; CONTROLLER, SENSOR INT CABLES, (1) CAT5E CBLS, (4) BS3B-12-4-EQ SENSORS (4 BATTERY SYSTEM)	$878.51	$878.51
1	8025050032	BATTERY CABLE HARNESS KIT 48V 8FT 1/4-20 TERMINALS FXM SERIES W/13IN BLK EXT (334/P+) (SOUTHERN CALIFORNIA)	$302.54	$302.54
4	8025040085	BATTERY ALPHACELL 240XTV (112AH / 75LB)	$332.45	$1,329.80

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	90 to 120 Days after Release

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$61,944.49**
Shipping	$0.00
Tax 9.00%	$5,575.00
Grand Total	**$67,519.49**

GENERAL CONDITIONS OF SALE

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Quotation

This quotation is valid from 10/04/25 until 10/03/26

Date	Quote #	Rev #
03/20/25	**Q-19451**	3
	Replaces Q-17286	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2025)	City of Spokane, WA

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3010010102	ENCLOSURE TYPE P (GEN DOOR) ALLEN WRENCH HANDLE, 3 SHELVES (UNFINISHED)	$3,000.61	$3,000.61
1	2510010039	CONTROLLER CABINET (TS2-2); SPOKANE TYPE PG (2016) USA	$14,167.66	$14,167.66
		CITY OF SPOKANE TYPE PG SPECIFICATIONS LOCATION: _____ @ _____ CABINET # **WSPG33XX-US**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	2010000040	RED JUMPERS UNUSED PHASES	$4.75	$38.00
1	4050090020	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,433.67	$1,433.67
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1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

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Material Lead Time:	90 to 120 Days after Release

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Subtotal	**$52,479.97**
Shipping	$0.00
Tax 9.00%	$4,723.20
Grand Total	**$57,203.17**

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Quotation

This quotation valid from 10/04/25 to 10/03/26

Date	Quote #	Rev #
03/19/25	**Q-19439**	2
	Replaces Q-17285	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2025)	City of Spokane, WA

Prepared For:		To place an order:	
Contact: Rick Rinderle	**Phone:** 509-625-6527	**Contact:**	Robert Nims
Company: City of Spokane, WA		**Phone:**	425-438-1133
Email: rrinderle@spokancity.org		**Fax:**	(425) 438-1585
Address: 901 N Nelson St		**Email:**	rnims@westernsystems-inc.com
City/State: Spokane, Washington 99202		**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3025025002	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,712.77	$3,712.77
1	2525012060	CONTROLLER CABINET (TS2-1); SPOKANE TYPE SMG HAWK (2016) USA	$10,521.89	$10,521.89
		CITY OF SPOKANE TYPE SMG HAWK SPECIFICATIONS LOCATION: ---------- CABINET # **WSSMG8XX-US**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	2010000040	RED JUMPERS UNUSED PHASES	$4.75	$38.00
1	4050090020	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,433.67	$1,433.67
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$593.40	$593.40
3	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$358.80	$1,076.40
6	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$289.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
2	5040040020	FLASH TRANSFER RELAY	$48.25	$96.50
2	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$453.87	$907.74
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,274.04	$1,274.04
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,202.49	$4,202.49

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$75.15	$75.15
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,144.34	$5,144.34
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,199.07	$1,199.07
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,109.06	$5,109.06
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$1,387.67	$1,387.67
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	90 to 120 Days after Release

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$46,551.94**
Shipping	$0.00
Tax 9.00%	$4,189.67
Grand Total	**$50,741.61**

GENERAL CONDITIONS OF SALE

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TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

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FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

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Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

WesternSystems
Innovative Transportation Solutions

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Quotation

This quotation is valid 10/04/25 through 10/03/26

Date	Quote #	Rev #
03/19/25	**Q-19433**	3
	Replaces Q-17284	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2025)	City of Spokane, WA

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

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1	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$358.80	$358.80
9	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$434.70
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
3	5040040020	FLASH TRANSFER RELAY	$48.25	$144.75
4	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$453.87	$1,815.48
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,274.04	$1,274.04
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
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Terms:	Net 30
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Material Lead Time:	90 to 120 Days after release

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$47,823.41**
Shipping	$0.00
Tax 9.00%	$4,304.11
Grand Total	**$52,127.52**

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WESTERN SYSTEMS, INC.

Business name: WESTERN TRAFFIC SYSTEMS

Entity type: Profit Corporation

UBI #: 602-090-725

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Mailing address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12047274BUS			Active	Jan-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jan-31-2026	Apr-11-2006
Tumwater General Business - Non-Resident	R-007552			Active	Jan-31-2026	Apr-19-2006
Yakima General Business - Non-Resident	BL015072			Active	Jan-31-2026	Dec-28-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HOITING, ZACH	
SMITH, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
WESTERN SYSTEMS, INC.	Active	Dec-21-2020

The Business Lookup information is updated nightly. Search date and time: 9/8/2025 1:35:46 PM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2022-0618		
Cross Ref #	2022-0618		
Project #			
Submitting Dept	STREETS	**Bid #**	ITB 5680-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VB
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR TRAFFIC SIGNAL STANDARDS		

Agenda Wording

The Streets Department is seeking approval for the renewal of Value Blanket VB-301400 with Valmont Industries Inc. (Omaha, NE) for the purchase of traffic signal standards at a cost not to exceed $255,000. This renewal period will begin October 4th, 2025 and run through October 3rd, 2026. This is the third extension of four 1-year contract extensions outlined in the awarded bid.

Summary (Background)

The renewal of this Value Blanket (VB-301400), awarded via bid ITB 5693-22, provides a streamlined means of ordering traffic signal standards for street projects and/or maintenance replacements where vehicles damage or displace signal standards. This Value Blanket is contracted with Valmont Industries Inc. and covers both federally funded and non-federally funded projects.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 255,000
Current Year Cost	$ 255,000
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 255,000	# Various
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**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Morgan Myers morgan.myers@valmont.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org
gokihara@spokanecity.org	bvasecka@spokanecity.org

Value Blanket VB301810	Base Year VB301400-00 Valid through 10/4/2022 to 10/3/23 Unit Price	1st Option Year VB301400-01 Valid through 10/4/2023 to 10/3/24 Unit Price	2nd Option Year VB301400-02 Valid through 10/4/2024 to 10/3/25 Unit Price	3rd Option Year VB301400-03 Valid through 10/4/2025 to 10/3/26 Unit Price
Traffic signal Standard, Type I, 10' Vertical Pole, 4: 3/4" bolt size, 8.5" bolt circle diameter, as specified in Attachment J-104	$840.00	$840.00	$888.00	$933.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,000.00	$6,000.00	$6,061.00	$6,368.00
Traffic signal Standard, Type 2, 25' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,255.00	$6,255.00	$6,309.00	$6,626.00
Traffic signal Standard, Type 2, 30' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,630.00	$6,630.00	$6,653.00	$6,989.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 35' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$7,770.00	$7,770.00	$7,872.00	$8,269.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 40' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,040.00	$10,040.00	$11,120.00	$11,685.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 45' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,395.00	$10,395.00	$11,571.00	$12,157.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 50' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$11,480.00	$11,480.00	$11,723.00	$12,318.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 55' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$13,055.00	$13,055.00	$13,307.00	$13,982.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 20' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,435.00	$7,435.00	$7,512.00	$7,890.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 25' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,595.00	$7,595.00	$7,679.00	$8,065.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 30' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,965.00	$7,965.00	$8,020.00	$8,425.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 35' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$10,315.00	$10,315.00	$11,423.00	$11,997.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 40' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,385.00	$11,385.00	$12,451.00	$13,081.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 45' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,740.00	$11,740.00	$12,904.00	$13,557.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 50' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$12,840.00	$12,840.00	$13,286.00	$13,961.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 55' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,490.00	$14,490.00	$14,937.00	$15,692.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 60' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,795.00	$14,795.00	$15,281.00	$16,054.00
Traffic Signal & Luminaire Standard, Type 4, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105	$3,295.00	$3,295.00	$3,778.00	$3,968.00
Traffic Luminaire Standard, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: " bolt size, 11-0" to 11.5" bolt circle diameter, as specified in Attachment J-105C	$2,635.00	$2,635.00	$2,693.00	$2,830.00
Traffic RRFB/Speed Sign - Aerial Power Standard, 22.5' Vertical Pole 4: 1-1/4 " bolt size, 12.5" bolt circle diameter, as specified in Attachment J-301A	$2,175.00	$2,175.00	$2,323.00	$2,440.00
Valmont Industries, Inc. Ms. Morgan Burbage Phone 402 359 6961 Morgan.Myers@valmont.com	**Base Year Pricing Was Per Valmont Industries Response to ITB 5680-22**		**Name**	Matthew T. Burke
			Signature	See Attahed 8-20-25 Email
			Date	Providing Quote 656667

Valmont Quote 656667

City of Spokane updated contract pricing

	2024 update	2025 update	$$ diff	%% diff
Type 1	$ 888	$ 933	45	5.07%
20ft	$ 6,061	$ 6,368	307	5.07%
25	$ 6,309	$ 6,626	317	5.02%
30	$ 6,653	$ 6,989	336	5.05%
35	$ 7,872	$ 8,269	397	5.04%
40	$ 11,120	$ 11,685	565	5.08%
45	$ 11,570	$ 12,157	587	5.07%
50	$ 11,723	$ 12,318	595	5.08%
55	$ 13,307	$ 13,982	675	5.07%
type 3 20ft	$ 7,512	$ 7,890	378	5.03%
25	$ 7,679	$ 8,065	386	5.03%
30	$ 8,020	$ 8,425	405	5.05%
35	$ 11,423	$ 11,997	574	5.02%
40	$ 12,451	$ 13,081	630	5.06%
45	$ 12,904	$ 13,557	653	5.06%
50	$ 13,286	$ 13,961	675	5.08%
55	$ 14,937	$ 15,692	755	5.05%
60	$ 15,281	$ 16,054	773	5.06%
type 4	$ 3,778	$ 3,968	190	5.03%
DS32	$ 2,693	$ 2,830	137	5.09%
Speed sign	$ 2,323	$ 2,440	117	5.04%
	$ 187,790	**$ 197,287**	**9497**	**5.06%**

valmont STRUCTURES

August 20, 2025

Rick Rinderle
Purchasing Specialist
City of Spokane
Emailed

RE: Spokane Contract VB301400-003
Valmont Quote 656667

Dear Rick:

Thank you for your inquiry into updating pricing for the above referenced contract for lighting and traffic signal structures. This update will be for orders placed October 3, 2025 through October 3, 2026.

Market conditions continue to be unstable. Labor, material, logistics and finishes continue to challenge our ability to maintain consistent price points for our best customers. Diminishing availability of key positions in welding and drafting forces the market to increase wages to attract and keep these applicants. Material continues to be volatile depending on the news of whether tariffs are in place or not. Steel mills have become especially adept to keep supply *almost* matching demand. Domestic steel mills balance 'outages and maintenance of facilities with new mill capacity coming online.

Index valuations are difficult in these times of market fluctuations. All indexes, whether steel, labor or logistics are reviews of PAST values. Valmont takes the risk for future fluctuations. We believe that there are still some upward trends in costs for the orders placed for the next **13** months.

Valmont continues to strive to maintain high service levels for the City of Spokane. We have made significant investments in both our steel pole fabrication facilities in Brenham, Texas and Valley, Nebraska. Demand for steel pole orders continues to be strong. Our improvements will allow us to maintain the best price and lead-times to meet the demands of the City.

With the risks involved, we hope the City understands the need for a slight price increase.

Sincerely,

Matt

Matthew Burke
Senior Regional Sales Manager
Structures Division
Valmont Industries, Inc.

Rinderle, Rick

From: Burke, Matthew T. <Matthew.Burke@valmont.com>
Sent: Wednesday, August 20, 2025 10:53 AM
To: Rinderle, Rick
Cc: Burbage, Morgan E.; Chad VanOrder
Subject: 656667 City of Spokane 3rd year contract 8-20-25
Attachments: 656667 City of Spokane 3rd year contract 8-20-25.docx; 656667 City of Spokane updated pricing 8-20-25.xlsx

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick-
Thank you for this continued opportunity!

I have copied Valmont's local manufacturing representative, Chad VanOrder with Pacific NW Lighting and Traffic Structures.

Please reach out with more clarification if more clarification needed.

Sorry, the excel spreadsheet you sent was great but not being a computer wiz, I could not add to the existing spreadsheet and include 2026 values.

Matthew Burke | Senior Regional Sales Manager
Valmont Industries, Inc. |15000 Valmont Plaza | Omaha, NE 68154 USA
Phone +1 (402) 963-2463 | Mobile +1 (402) 720-0218
mtb@valmont.com | valmontstructures.com

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: VALMONT INDUSTRIES, INC.

Business name: VALMONT INDUSTRIES

Entity type: Profit Corporation

UBI #: 601-757-136

Business ID: 001

Location ID: 0001

Location: Active

Location address: 15000 VALMONT PLZ
OMAHA NE 68154-5243

Mailing address: 1 VALMONT PLZ FL 5
OMAHA NE 68154-5301

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T11053133BUS			Active	Jul-31-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
APPLBAUM, AVNER M.	
BAY, MOGENS C	
CAMPBELL, RENEE L.	
DAAS, KAJ DEN DAAS	
DASHER, ELLEN	
DONAHUE, J TIMOTHY	
FAVRE, RITU C.	
FRANCIS, TIMOTHY PERRY	
FREYE, THEODOR WERNER	

Owners and officers	Title
LANOHA, RICHARD ANDREW	
LARKIN, DIANE	
MASSEY, ROGER ANDREW	
MILLIKEN, JAMES B	
NEARY, DANIEL P	
PAGLIA, CATHERINE J	

Registered Trade Names

Registered trade names	Status	First issued
INTERMOUNTAIN GALVANIZING	Active	Mar-17-1998
PACIFIC STATES GALVANIZING	Active	Mar-17-1998

The Business Lookup information is updated nightly. Search date and time: 9/9/2025 11:59:18 AM

Contact us

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Take our survey!

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	OPR 2025-0680		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6430-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WATERWORKS EBAA IRON MEGA LUG VALUE BLANKET		

Agenda Wording

5-year Value Blanket for the purchase of EBAA Iron Mega Lug Restraint's from Ferguson Waterworks (Spokane Valley, WA)

Summary (Background)

On July 25th 2025, Invitation for Bids RFQ # 6430-25 for EBAA Iron Mega Lug restraints was issued via the city's electronic bid portal ProcureWare to 71 bidders. Three (3) bid responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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	$ 250,000.00
Current Year Cost	$ 50,000.00
Subsequent Year(s) Cost	$ 50,000.00

Narrative

Request for Quote open in ProcureWare RFQ 6430-25 from 7-25-25 to 8-15-25

Amount		**Budget Account**
Revenue	$ 50,000.00 Per Year	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	HOPKINS, LEON	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Kaia Hamrick kaia.hamrick@ferguson.com	rgennett@spokanecity.org
lhopkins@spokanecity.org	tprince@spokanecity.org
tlester@spokanecity.org	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-15-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Waterworks EBAA Iron Mega Lug Value Blanket
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** On July 25th 2025, Invitation for Bids RFQ # 6430-25 for EBAA Iron Mega Lug restraints was issued via the city's electronic bid portal ProcureWare to 71 bidders. Three (3) bid responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder.

Fiscal Impact

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

Total Cost: $250,000.00

Current year cost: $50,000.00

Subsequent year(s) cost: $50,000.00

Narrative: Request for Quote open in ProcureWare RFQ 6430-25 from 7-25-25 to 8-15-25

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999

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

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

RFQ 6430-25 EBBA IRON MEGA LUG - ANNUAL VALUE BLANKET

Reference Number	Description	Type	UOM	Quantity	Ferguson Waterworks	Core & Main
ARO					6-8 weeks from Mega	28
Series 1100, MEGALUG Mechanical Joint Restraint for Ductile Iron Pipe MEGALUG ONLY						
1	3.00" #110300	Base	Each	1	$22.97	$23.21
2	4.00" #110400	Base	Each	1	$24.97	$24.73
3	6.00" #110600	Base	Each	1	$29.39	$29.11
4	8.00" #110800	Base	Each	1	$44.85	$44.42
5	10.00" #111000	Base	Each	1	$66.38	$65.73
6	12.00" #111200	Base	Each	1	$96.58	$95.63
7	14.00" #111400	Base	Each	1	$120.70	$121.93
8	16.0" #111600	Base	Each	1	$176.14	$174.41
9	18.0" #111800	Base	Each	1	$247.66	$247.05
10	20.0" #112000	Base	Each	1	$307.13	$306.37
11	24.0" #112400	Base	Each	1	$426.51	$425.25
12	30.0" #1130EG	Base	Each	1	$973.69	$973.70
13	36.0" #1136EG	Base	Each	1	$1,255.57	$1,255.58
				Category Total	$3,792.54	$3,787.12
Series 9000EC, Mechanical Joint Accessory Package ONLY						
1	3.0" #9003SC	Base	Ea	1	$20.07	$20.28
2	4.0" #9004EC	Base	Ea	1	$22.23	$22.50
3	6.0" #9006EC	Base	Ea	1	$31.68	$30.91
4	8.0" #9008EC	Base	Ea	1	$34.64	$33.52
5	10.0" #9010EC	Base	Ea	1	$44.99	$45.32

6	12.0" #9012EC	Base	Ea	1	$46.71	$46.26
7	14.0" #9014EC	Base	Ea	1	$61.95	$62.59
8	16.0" #9016EC	Base	Ea	1	$72.69	$71.98
9	18.0" #9018EC	Base	Ea	1	$74.34	$74.16
10	20.0" #9020EC	Base	Ea	1	$84.08	$84.09
11	24.0" #9024EC	Base	Ea	1	$101.39	$101.15
12	30.0" #9030EC	Base	Ea	1	$349.03	$349.04
13	36.0" #9036EC	Base	Ea	1	$406.56	$406.57
Category Total					$1,350.36	$1,348.37

Series 1100DEC, MEGALUG® Mechanical Joint Restraint with Mechanical Joint Accessories for I
Pipe

1	3.0” #1103DSC	Base	Ea	1	$38.57	$38.97
2	4.0” #1104DEC	Base	Ea	1	$42.74	$42.33
3	6.0” #1106DEC	Base	Ea	1	$53.89	$53.37
4	8.0” #1108DEC	Base	Ea	1	$71.97	$71.27
5	10.0” #1110DEC	Base	Ea	1	$102.81	$101.79
6	12.0” #1112DEC	Base	Ea	1	$135.88	$134.53
7	14.0” #1114DEC	Base	Ea	1	$165.34	$167.02
8	16.0” #1116DEC	Base	Ea	1	$228.44	$226.19
9	18.0” #1118DEC	Base	Ea	1	$301.15	$300.41
9	20.0” #1120DEC	Base	Ea	1	$366.97	$366.98
11	24.0” #1124DEC	Base	Ea	1	$499.88	$498.64
12	30.0” #1130DEC	Base	Ea	1	$1,171.44	$1,171.45
13	36.0” #1136DEC	Base	Ea	1	$1,492.26	$1,492.27
14	42.0” #1142DEC	Base	Ea	1	$2,297.17	$2,320.38

15	48.0” #1148DEC	Base	Ea	1	$2,874.32	$2,903.36
Category Total					$9,842.83	$9,888.96
Series 1100SD, Split MEGALUG® Restraint With Mechanical Joint Accessories for Ductile Iron						
1	3.0” #1103SD	Base	EA	1	$49.43	$49.94
2	4.0” #1104SD	Base	EA	1	$57.33	$56.77
3	6.0” #1106SD	Base	EA	1	$81.19	$80.40
4	8.0” #1108SD	Base	EA	1	$99.87	$98.89
5	10.0” #1110SD	Base	EA	1	$134.50	$113.18
6	12.0” #1112SD	Base	EA	1	$207.20	$205.16
7	14.0” #1114SD	Base	EA	1	$447.98	$452.52
8	16.0” #1116SD	Base	EA	1	$511.65	$506.59
9	18.0” #1118SD	Base	EA	1	$624.18	$622.63
10	20.0” #1120SD	Base	EA	1	$775.51	$775.52
11	24.0” #1124SD	Base	EA	1	$1,284.97	$1,281.78
12	30.0” #1130SD	Base	EA	1	$1,960.66	$1,960.67
13	36.0” #1136SD	Base	EA	1	$2,579.44	$2,579.45
14	42.0” #1142SD	Base	EA	1	$3,248.65	$3,281.47
15	48.0” #1148SD	Base	EA	1	$4,917.42	$4,967.10
Category Total					$16,979.98	$17,032.07
Series 1100SX, Split Oversized MEGALUG® Restraint for Existing Mechanical Joints with Acces						
1	3.0” #1103SX	Base	EA	1	$68.06	$68.76
2	4.0” #1104SX	Base	EA	1	$79.81	$79.03
3	6.0” #1106SX	Base	EA	1	$103.84	$102.82
4	8.0” #1108SX	Base	EA	1	$122.33	$121.13

5	10.0" #1110SX	Base	EA	1	$179.47	$177.70
6	12.0" #1112SX	Base	EA	1	$252.14	$249.65
7	14.0" #1114SX	Base	EA	1	$544.00	$549.50
8	16.0" #1116SX	Base	EA	1	$594.65	$588.77
9	18.0" #1118SX	Base	EA	1	$721.38	$719.59
10	20.0" #1120SX	Base	EA	1	$947.88	$947.89
11	24.0" #1124SX	Base	EA	1	$1,399.69	$1,396.21
12	30.0" #1130SX	Base	EA	1	$2,071.95	$2,071.96
13	36.0" #1136SX	Base	EA	1	$2,690.73	$2,690.74
					$9,775.93	$9,763.75
ADDITIONAL CHARGES						
listed in this bid will not be	costs associated with this RFQ	Base	Each	1		$0.00
listed in this bid will not be	costs associated with this RFQ	Base	Each	1		$0.00
					$0.00	$0.00
				SubTotal Extended	$41,741.64	$41,820.27
				Tax 9.1%	$3,798.49	$3,805.64
				Total	$45,540.13	$45,625.91

H D FOWLER CO
TBD
$23.67
$25.20
$29.65
$44.85
$66.40
$97.50
$128.35
$183.60
$260.00
$322.48
$447.85
$993.50
$1,280.00
$3,903.05
$20.68
$23.18
$31.50
$33.80
$46.20

$47.15
$63.00
$72.68
$75.65
$84.90
$103.00
$356.10
$414.00
$1,371.84

Ductile Iron

$39.70
$43.15
$54.15
$72.30
$102.90
$136.55
$168.00
$229.60
$304.90
$370.60
$506.00
$1,183.25
$1,507.30
$2,343.00

$2,932.00
$9,993.40

Pipe
$50.95
$57.90
$82.00
$100.85
$134.60
$207.40
$455.00
$512.20
$629.55
$780.00
$1,300.00
$2,065.00
$2,610.00
$3,340.00
$5,060.00
$17,385.45

ssories
$70.00
$80.60
$104.50
$123.50

$181.30
$253.40
$555.00
$597.00
$730.50
$962.20
$1,410.20
$2,110.00
$2,730.00
$9,908.20
$3,000.00
$1,500.00
$4,500.00
$47,061.94
$4,282.64
$51,344.58

Bid Response Summary

Bid Number RFQ 6430-25
Bid Title EBBA Iron Mega Lug - Annual Value Blanket
Due Date Friday, August 15, 2025 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Award Recommendation in Review
Company Ferguson Waterworks
Submitted By Brandon Cushing - Friday, August 15, 2025 10:04:27 AM [(UTC-08:00) Pacific Time (US & Canada)]
brandon.cushing@ferguson.com 15094300757
Comments

Question Responses

Group	Reference Number	Question	Response
CONTACT INFORMATION			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	BRANDON CUSHING 509-430-0757 BRANDON.CUSHING@FERGUSON.COM KAIA HAMRICK - ORDER PLACEMENT CONTACT 360-252-2983 KAIA.HAMRICK@FERGUSON.COM
COUNCIL APPROVAL			
	1	This purchase may be subject to City Council approval. Approval is anticipated in September 2025. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
SUBMISSION OF BIDS			
	1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I ACKNOWLEDGE
	2	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I ACKNOWLEDGE
REJECTION OF QUOTES			

	1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge
AWARD OF CONTRACT			
	1	Award of contract or purchase, when made, will be to the Bidder whose Quote/Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE/BID. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote/Bid results.	I agree
	2	The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers.	I acknowledge and agree
VALUE BLANKET TERMS			
	1	The Value Blanket Order awarded from this RFQ will be for a five (5) year period with no options to renew. Pricing will be firm for the first twelve (12) months and then vendor may submit a request for pricing changes during the anniversary month of the the Value Blanket Order. Price increases must be submitted with justification, and it will be at the discretion of the City to approve said price increases	I acknowledge
	1	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	I acknowledge
PAYMENT TERMS			

	1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	I agree
	2	Supplier agrees to accept Visa credit card payment at no additional fee.	I agree
GENERAL INSTRUCTIONS			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
	4.	Supplier acknowledges delivery of all products within the following number of business days ARO:	6-8 WEEKS FROM EBAA
	5 ADDENDA	Indicate how many Addenda bidder acknowledges receipt of.	0
ADDITIONAL RELATED ITEMS			

	1 STAINLESS STEEL BOLTS	Supplier acknowledges that the city may purchase through this value blanket both Domestic and Import .304 s.s., 316 s.s. or Fluoro coated t-bolts and nuts upon request, department will call the vendor for pricing on an as needed basis and these items will not be included on the pricing sheet of the value blanket.	I agree and acknowledge
	2	Enter Percentage Discount Off Supplier's List Cost.	Pricing for domestic/import 304SS, 316SS, and fluoro coated T-bolts will be provided at time of request.
PRODUCT - RESTRAINED GLANDS			
	1	3" – 12" size provided with standard mechanical joint gasket, low alloy steel t-bolts and nuts.	I acknowledge
	2	14" - 60" sizes packaged with EBAA-Seal® gaskets, low alloy steel t-bolts and nuts.	I acknowledge
	3	Bolts, nuts and gaskets are boxed separately from the restraint gland in the 14" and larger sizes.	I acknowledge
	4	Acceptable Products: EBAA Megalug Series. 1100, 9000EC 1100DEC, 1100SD, 1100SX	I acknowledge
BABA			
	1	Supplier agrees to the Build America/Buy America Requirements as stated in the BABA Specifications in the documents tab and agrees to provide documentation when requested by the department with orders	I acknowledge and agree
	2	Attach the filled out and signed form 350-110 located in the documents tab: WSDOT BABA Form 350-110	WSDOT BABA Form 350-110 SIGNED.pdf
	3	Attach the filled out and signed form 350-109 located in the documents tab: WSDOT Steel Form 350-109	WSDOT STEEL FORM 350-109 SIGNED.pdf
DELIVERY			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I agree
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	I agree

	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I agree
	4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	I agree
	5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed
	6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	I agree
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree
Business Registration Requirement			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
	2	Supplier's Business Registration No.	FERGUEL813O5
Proprietary Information/Public Disclosure			

	1.	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I agree
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed

	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Yes
	3	If so, were PCBs found at a measurable level?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Interlocal Purchase Agreements			
	1.	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm’s review and approval at the time of a requested contract. . The Firm’s right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I agree
Terms & Conditions			
	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I agree

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model

Series 1100, MEGALUG Mechanical Joint Restraint for Ductile Iron Pipe MEGALUG ONLY							
	1	3.00" #110300	Base	Each	1.00	$22.97	$22.97
	2	4.00" #110400	Base	Each	1.00	$24.97	$24.97
	3	6.00" #110600	Base	Each	1.00	$29.39	$29.39
	4	8.00" #110800	Base	Each	1.00	$44.85	$44.85
	5	10.00" #111000	Base	Each	1.00	$66.38	$66.38
	6	12.00" #111200	Base	Each	1.00	$96.58	$96.58
	7	14.00" #111400	Base	Each	1.00	$120.70	$120.70
	8	16.0" #111600	Base	Each	1.00	$176.14	$176.14
	9	18.0" #111800	Base	Each	1.00	$247.66	$247.66
	10	20.0" #112000	Base	Each	1.00	$307.13	$307.13
	11	24.0" #112400	Base	Each	1.00	$426.51	$426.51
	12	30.0" #1130EG	Base	Each	1.00	$973.69	$973.69
	13	36.0" #1136EG	Base	Each	1.00	$1,255.57	$1,255.57
Series 9000EC, Mechanical Joint Accessory Package ONLY							
	1	3.0" #9003SC	Base	Ea	1.00	$20.07	$20.07
	2	4.0" #9004EC	Base	Ea	1.00	$22.23	$22.23
	3	6.0" #9006EC	Base	Ea	1.00	$31.68	$31.68
	4	8.0" #9008EC	Base	Ea	1.00	$34.64	$34.64
	5	10.0" #9010EC	Base	Ea	1.00	$44.99	$44.99

	6	12.0" #9012EC	Base	Ea	1.00	$46.71	$46.71	
	7	14.0" #9014EC	Base	Ea	1.00	$61.95	$61.95	
	8	16.0" #9016EC	Base	Ea	1.00	$72.69	$72.69	
	9	18.0" #9018EC	Base	Ea	1.00	$74.34	$74.34	
	10	20.0" #9020EC	Base	Ea	1.00	$84.08	$84.08	
	11	24.0" #9024EC	Base	Ea	1.00	$101.39	$101.39	
	12	30.0" #9030EC	Base	Ea	1.00	$349.03	$349.03	
	13	36.0" #9036EC	Base	Ea	1.00	$406.56	$406.56	
Series 1100DEC, MEGALUG® Mechanical Joint Restraint with Mechanical Joint Accessories for Ductile Iron Pipe								
	1	3.0” #1103DSC	Base	Ea	1.00	$38.57	$38.57	
	2	4.0” #1104DEC	Base	Ea	1.00	$42.74	$42.74	
	3	6.0” #1106DEC	Base	Ea	1.00	$53.89	$53.89	
	4	8.0” #1108DEC	Base	Ea	1.00	$71.97	$71.97	
	5	10.0” #1110DEC	Base	Ea	1.00	$102.81	$102.81	
	6	12.0” #1112DEC	Base	Ea	1.00	$135.88	$135.88	
	7	14.0” #1114DEC	Base	Ea	1.00	$165.34	$165.34	
	8	16.0” #1116DEC	Base	Ea	1.00	$228.44	$228.44	
	9	18.0” #1118DEC	Base	Ea	1.00	$301.15	$301.15	
	9	20.0” #1120DEC	Base	Ea	1.00	$366.97	$366.97	
	11	24.0” #1124DEC	Base	Ea	1.00	$499.88	$499.88	
	12	30.0” #1130DEC	Base	Ea	1.00	$1,171.44	$1,171.44	

	13	36.0” #1136DEC	Base	Ea	1.00	$1,492.26	$1,492.26	
	14	42.0” #1142DEC	Base	Ea	1.00	$2,297.17	$2,297.17	
	15	48.0” #1148DEC	Base	Ea	1.00	$2,874.32	$2,874.32	
Series 1100SD, Split MEGALUG® Restraint With Mechanical Joint Accessories for Ductile Iron Pipe								
	1	3.0” #1103SD	Base	EA	1.00	$49.43	$49.43	
	2	4.0” #1104SD	Base	EA	1.00	$57.33	$57.33	
	3	6.0” #1106SD	Base	EA	1.00	$81.19	$81.19	
	4	8.0” #1108SD	Base	EA	1.00	$99.87	$99.87	
	5	10.0” #1110SD	Base	EA	1.00	$134.50	$134.50	
	6	12.0” #1112SD	Base	EA	1.00	$207.20	$207.20	
	7	14.0” #1114SD	Base	EA	1.00	$447.98	$447.98	
	8	16.0” #1116SD	Base	EA	1.00	$511.65	$511.65	
	9	18.0” #1118SD	Base	EA	1.00	$624.18	$624.18	
	10	20.0” #1120SD	Base	EA	1.00	$775.51	$775.51	
	11	24.0” #1124SD	Base	EA	1.00	$1,284.97	$1,284.97	
	12	30.0” #1130SD	Base	EA	1.00	$1,960.66	$1,960.66	
	13	36.0” #1136SD	Base	EA	1.00	$2,579.44	$2,579.44	
	14	42.0” #1142SD	Base	EA	1.00	$3,248.65	$3,248.65	
	15	48.0” #1148SD	Base	EA	1.00	$4,917.42	$4,917.42	

Series 1100SX, Split Oversized MEGALUG® Restraint for Existing Mechanical Joints with Accessories							
	1	3.0" #1103SX	Base	EA	1.00	$68.06	$68.06
	2	4.0" #1104SX	Base	EA	1.00	$79.81	$79.81
	3	6.0" #1106SX	Base	EA	1.00	$103.84	$103.84
	4	8.0" #1108SX	Base	EA	1.00	$122.33	$122.33
	5	10.0" #1110SX	Base	EA	1.00	$179.47	$179.47
	6	12.0" #1112SX	Base	EA	1.00	$252.14	$252.14
	7	14.0" #1114SX	Base	EA	1.00	$544.00	$544.00
	8	16.0" #1116SX	Base	EA	1.00	$594.65	$594.65
	9	18.0" #1118SX	Base	EA	1.00	$721.38	$721.38
	10	20.0" #1120SX	Base	EA	1.00	$947.88	$947.88
	11	24.0" #1124SX	Base	EA	1.00	$1,399.69	$1,399.69
	12	30.0" #1130SX	Base	EA	1.00	$2,071.95	$2,071.95
	13	36.0" #1136SX	Base	EA	1.00	$2,690.73	$2,690.73
ADDITIONAL CHARGES							
	1 (any costs not listed in this bid will not be accepted)	Any additional costs associated with this RFQ	Base	Each	1.00		
	2 (any costs not listed in this bid will not be accepted)	Any additional costs associated with this RFQ	Base	Each	1.00		
Total Base Bid	$41,741.64						

Washington State Department of Transportation

Certification of Materials Origin

(Required for Acceptance of Construction Materials)

Project Title	Contract #
RFQ 6430-25 EBAA IRON MEGALUG - ANNUAL VALUE BLANKET	
Contractor: DISTRIBUTOR - FERGUSON WATERWORKS #1620 - PASCO, WA	
Estimate Number: RFQ 6430-25	

The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Build America, Buy America (BABA)" in accordance with Public Law 117-58. Materials as described above are furnished for use in compliance with the certification as noted in 1, 2, or 3 below. **For certification of steel or iron products use DOT form 350-109.**

- [x] 1. The materials covered by this certification are American Made with all manufacturing processes entirely within the United State of America.
- [x] 2. No material was installed for the Estimate Number noted above.
- [ ] 3. The materials furnished for this project under this certification contain construction materials manufactured, all or in part, outside the United States of America, as indicated below.

The Description of these materials and the Country of Origin of these materials is as follows (Include Bid Item, quantity and manufacturer):

The Invoice Cost for the above described foreign-made materials is:

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FERGUSON WATERWORKS #1620 - PASCO, WA
Contractor

Authorized Corporate Official Signature

8/14/25
Date

Prineville, OR
Place

DOT Form 350-110
Revised 12/2023

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The following items are defined as Construction Materials and must be manufactured in the United States:

1. Non-ferrous metals;
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
3. Glass (including optic glass)
4. Lumber
5. Drywall

All steel or iron materials must be certified on Form 350-109.

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Washington State Department of Transportation

Certification of Materials Origin

(Required for Acceptance of Steel or Iron Materials)

Project Title RFQ 6430-25 EBAA IRON MEGALUG - ANNUAL VALUE BLANKET	Contract #
Contractor	
Subcontractor	
Manufacturer/Supplier FERGUSON WATERWORKS #1620 - PASCO, WA	
Materials: Bid Item No. / Bid Item Description EBAA IRON MEGALUGS, GLANDS, GASKETS, STAINLESS HARDWARE.	Quantity
Material Description EBAA IRON MEGALUG PACKS, GLANDS ONLY, ACCESSORY PACKS (GASKETS & STAINLESS HARDWARE). SIZES 3"-48".	

The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Buy America." and "Build America/Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for the materials are defined on the back of this form.

- [x] 1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United States of America.
- [ ] 2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America, as indicated below.

The Description of these materials and the Country of Origin of these materials is as follows:

The Invoice Cost for the above described foreign-made materials is:

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Select One: [ ] Contractor [ ] Subcontractor [ ] Manufacturer [x] Supplier FERGUSON WATERWORKS #1620 PASCO

Company Name

Authorized Corporate Official Signature	Printed Name	Date
	Jess Beggs	8/14/25

DOT Form 350-109
Revised 11/2023

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The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America or Build America/Buy America Provisions.

2. Production of Steel by any of the following processes:
   a. Open Hearth Furnace.
   b. Basic Oxygen.
   c. Electric Furnace.
   d. Direct Reduction.

3. Rolling, heat treating, and any other similar processing.

4. Fabrication of the products:
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.

5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.

6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

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License Information:

New search Back to results

Entity name: FERGUSON ENTERPRISES, LLC

Business name: FERGUSON ENTERPRISES, LLC

Entity type: Limited Liability Company

UBI #: 601-650-231

Business ID: 001

Location ID: 0051

Location: Active

Location address: 7310 E INDIANA LN
SPOKANE VALLEY WA 99212-1249

Mailing address: 12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Oct-31-2025	Oct-17-2024
Spokane Valley General Business				Active	Jul-31-2025	Sep-01-2015

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

Filter

Governing people	Title
BRUNDAGE, WILLIAM S. S.	
CHAMP- GUNTER, BRANDI	
CROWDER, BRENDA L.	
DUBOIS, REBECCA S.	
FOOTE, POLLY	

Governing people	Title
GALLO, ERIC A.	
GRAHAM, IAN T.	
MCELHANNON, SHAUN	
MURPHY, KEVIN M. M	
PILLARS, SALLY	
RICE, WESLEY E.	
YUTESLER, JULIE A.	

Page 1 of 2

Registered Trade Names

Filter

Registered trade names	Status	First issued
AIR COLD	Active	May-10-2005
AIR COLD SUPPLY	Active	Jul-20-2005
AIREFCO	Active	Feb-07-2023

Registered trade names	Status	First issued
COLUMBIA PIPE	Active	May-09-2024
COLUMBIA PIPE & SUPPLY	Active	May-09-2024
FERGUSON ENTERPRISES, INC DBA WPCC FORWARDING	Active	Oct-07-2013
FERGUSON ENTERPRISES, INC.	Active	Mar-02-2012
FERGUSON ENTERPRISES, LLC	Active	Jul-31-2019
FERGUSON INDUSTRIAL	Active	Mar-02-2022
FERGUSON INDUSTRIAL PLASTICS	Active	Oct-08-2003
FERGUSON INDUSTRIAL PLASTICS AND PUMP DIVISION	Active	Apr-25-2007
FERGUSON INDUSTRIAL PLASTICS DIVISION	Active	Jan-14-2004
FERGUSON WATERWORKS	Active	Sep-26-2019
FERGUSON XPRESSNET	Active	Jun-29-2005
POLLARDWATER	Active	Dec-23-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/10/2025 9:37:08 AM

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Check if your browser is supported

BRAND NAME OR STANDARDIZATION JUSTIFICATION - OVER $5,000

A brand name description is defined as:
A title, term, symbol design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as:
The adoption of a single product or group of products to be used by different entities or all parts of one organization, (Nash, Schooner & O'Brien, 1998)

The agency understands that:

1. Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.

2. Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier of the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING:

- [x] Brand Name Justification
- [x] Standardization Justification

What product are you standardizing:

EBAA Iron MEGALUG Mechanical Joint Restraint's that are already in use in the City of Spokane Water System.

This brand name or standardization is necessary because (Check all that apply):

- [x] Interchangeability
- [ ] Expertise
- [x] Compatibility
- [x] Maintenance
- [ ] Regulation/Law
- [x] Uniformity
- [ ] Prior Functionality Testing
- [ ] Other -
- [ ] Other -

Describe the reasons above.	The City of Spokane currently uses EBAA Iron MEGALUG's in the city water system, and are reliable and continue to restrain pipe after many years in service

Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.	The department used and evaluated other pipe restraint systems across manufactures. In an effort for standardization and performance the selected restraint system provides standardization improving availability, cost effectiveness through inventory and superior performance improving safety and reliability.
How was performance effectiveness demonstrated? Include existing conditions, prior history, and equipment longevity or durability.	Performance effectiveness is demonstrated by a proven in-place track record of use in the water system for decades. This system has been used for repairs on water mains of all sizes with some pipes 100 years old and on new pipes of all sizes in all trench types and varying soil conditions with great success.
If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred?	Standardization reduces inventory costs by not requiring the stocking of multiple restraint systems with non-interchangeable parts and creates efficiencies in inventory control. With potential supply chain issues lead times for parts in larger sizes for transmission main projects and repairs can cause delays during construction resulting in additional contract costs and may jeopardize water delivery to sections of the water system due to delays.
What are the associated risks of non-standardization?	Increased inventory costs, possible construction delays and increase contract costs.
List any additional facts supporting the standardization or brand name justification.	Proven performance of product throughout the water system over many years across all ages and sizes of pipe has proven this is a reliable product. Standardization provides costs savings and efficiencies in operation and maintenance.

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for brand name or standardization is based upon an objective review of the product/service required and appears to be in the best interest of the City of Spokane. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors of compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.

DEPARTMENT REQUESTOR

Ryan Penaluna — 7-10-25

Signature (Requestor) — Date

Ryan Penaluna — Warehouse Foreman

Printed Name: — Title:

DEPARTMENT DIRECTOR

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

Raylene L. Glennett — 7-15-2025

Signature — Date

Printed Name: Raylene L. Glennett Title: Interim Water Director WW Director

PURCHASING

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

APPROVED
By Jason Nechanicky at 10:50 am, Jul 15, 2025

Signature — Date

Printed Name: Title:

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2025-0675		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6434-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	MASTER
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR THE PURCHASE OF COMPRESSED AND		

Agenda Wording

Five year master value blanket with Norco, Inc. (Spokane Valley, WA) for the as-needed purchase of compressed and specialty calibration gases, utilized by various City departments, from 12/1/2025-11/30/2030 and a total cost not to exceed $425,000.00, including tax.

Summary (Background)

Many of the City's departments utilize a variety of compressed gases for various applications. On Aug. 25, 2025, bidding closed on ITB 6434-25 for the as-needed, citywide, purchase of these gases. Norco Inc. was the overall low cost bidder of the four bids received.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?	YES
Total Cost	$ 425,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is an operating supply expense that would be funded by various City departments as-needed.

Amount		Budget Account
Expense	$ 425,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Bid Response Summary

Bid Number	ITB 6434-25
Bid Title	COMPRESSED and CALIBRATION (SPECIALTY) GASES
Due Date	Monday, August 25, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Norco Inc.
Submitted By	Brett Amende - Friday, August 22, 2025 10:35:57 AM [(UTC-08:00) Pacific Time (US & Canada)] bretta@norco-inc.com 5095359808
Comments	

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	0
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	I agree and I acknowledge
BID EVALUATION			

	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I agree and I acknowledge
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
REJECTION OF BIDS			
	#1	The City reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the City's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF VALUE BLANKET ORDER			
	#1	Any resulting Value Blanket Order shall be awarded by City Council, to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
PAYMENT TERMS			

	#1	Bidder acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
INVOICING			
	#1	Invoices must be submitted to applicable Departments within 30 days of deliveries. • All Invoices shall include Value Blanket Number, Quantity and Item Types Delivered, and all applicable unit pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided.	I agree and I acknowledge
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.1	EXCEPTIONs TO TERMS AND CONDITIONS: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
INSURANCE			
	#1	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I agree and I acknowledge

	#2	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.	I agree and I acknowledge
	#3	General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement;	I agree and I acknowledge
	#4	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.	I agree and I acknowledge
	#5	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I agree and I acknowledge
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	NO
	#3	If so were PCBs found at a measurable level?	NO
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	NO
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	NO
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	spokaneindorders@norco-inc.com Brett Amende, 509-789-0813, bretta@norco-inc.com
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER			
	#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Norco, Inc. 6102 E Trent Ave Spokane WA 99212 NorLAB 898 W Gowen Rd Boise ID 83705
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation, Idaho
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			

	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	601115399 001 0011
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
BIDDER PREQUALIFICATION			
	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.	I agree and I acknowledge
ADDITIONAL ITEMS			

	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	YES
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	YES
MINORITY BUSINESS ENTERPRISE			
	#1	Bidder (is ___, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	No
SMALL BUSINESS			
	#1	Bidder (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
TERM OF VALUE BLANKET ORDER			

	#1	Upon City Council approval, the Value Blanket Order resulting from this ITB will be for a five year period, beginning December 1, 2025, and terminate on November 30, 2030. The Vendor's prices shall be firm throughout the first year.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	The items bid, with possible different options may either be leased or purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34	I agree and I acknowledge
	#2	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I agree and I acknowledge
	#3	Time is of the essence in the performance of this contract.	I agree and I acknowledge
	#4	Successful bidder will designate a representative who will be available during regular City business hours to serve a primary contract for the City in the implementation of this Value Blanker Order and if any issues arise.	I agree and I acknowledge
	#5	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#6	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City.	I agree and I acknowledge
	#7	The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I agree and I acknowledge
	#8	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
	#9	If you took exception any of the above, explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL			
	#1	The purpose of these specifications is to provide the City of Spokane with a Blanket Order for the awarded Vendor to furnish and deliver specified compressed and calibration (specialty) gases for a period of five (5) years for various City departments. The Value Blanket Order will begin approximately December 1, 2025 and terminate on November 30, 2030.	I agree and I acknowledge

	#2	The awarded Vendor shall provide and deliver compressed and calibration (specialty) gases to various City departments ensuring it meets and fulfills departments' requirements during the life of the resulting value blanket order. The City reserves the right to add additional City departments or to remove City departments during the the life of the resulting value blanket order.	I agree and I acknowledge
	#2.1	Delivery Frequency: Initially the awarded Vendor must contact each departments to obtain departments' delivery frequency to ensure Vendor meets departments' needs,	I agree and I acknowledge
	#2.2	Departments may place orders with Vendor as needed, in additions to delivery frequencies.	I agree and I acknowledge
	#3	FIRE DEPT MTCE FACILITY, located at 1610 N Rebecca Street, Spokane WA 92217. Delivery frequency: When requested, currently no activity.	I agree and I acknowledge
	#4	FIRE STATION #1, located at 44 W Riverside Spokane WA 99201. Delivery frequency: When requested, currently approximately once per year.	I agree and I acknowledge
	#5	FIRE STATION #3, located at 1713 W. Indiana Spokane WA 99205. Delivery frequency: currently weekly, may be more frequent	I agree and I acknowledge
	#5.1	The Spokane Fire Department requires 24-hr availability and delivery of medical oxygen.	I agree and I acknowledge
	#5.1.1	Please state your after-hours/emergency telephone number and contact person(s).	509-822-6897 Norco on-call
	#6	FIRE STATION #4, located at 1st Ave Spokane WA 99201. Delivery frequency: When requested.	I agree and I acknowledge
	#7	FIRE STATION #9, located at 1722 S Bernard, Spokane WA 99203. Delivery frequency: When requested, currently no activity.	I agree and I acknowledge
	#8	STREET DEPT BRIDGE SECTION, located at 901 N Nelson Spokane WA 99202. Delivery frequency: When requested. Will pick up or have delivered to various City addresses.	I agree and I acknowledge
	#9	STREET DEPT SIGNAL AND LIGHTING, located at 901 N Nelson Street Spokane WA99202. Delivery frequency: When requested, currently no activity.	I agree and I acknowledge
	#10	STREET DEPT SIGNS AND MARKERS, located at 901 N Nelson St Spokane WA 99202. Delivery frequency: When requested, currently no activity.	I agree and I acknowledge
	#11	FLEET SERVICES CENTRAL GARAGE, located at 915 N Nelson St., Spokane WA 99202. Delivery frequency: When requested.	I agree and I acknowledge
	#12	SOLID WASTE MANAGEMENT, located at 915 N Nelson Spokane WA 99202. Delivery frequency: When requested.	I agree and I acknowledge

	#13	WATER WELD SHOP, located at 914 E Northfoot Hills Drive Spokane WA 99207. Delivery frequency: currently weekly, may be more frequent.	I agree and I acknowledge
	#14	WASTE TO ENERGY FACILITY, located at 2900 S Geiger Blvd Spokane WA 99224. Delivery frequency: currently weekly, may be more frequent.	I agree and I acknowledge
	#15	WASTEWASTER TREATMENT PLANT, located at 4401 N Aubrey L White Parkway Spokane WA 99205. Delivery frequency: currently monthly, may be more frequent.	I agree and I acknowledge
	#16	PARKS AND RECREATIONS DEPT, located at 808 W Spokane Falls 99201. Actual physical delivery location would be: 832 N Howard St (Storage cage east of the north basketball court). Delivery frequency: currently weekly during period of October 1st through February 29th,	I agree and I acknowledge
	#17	ENGINEERING SERVICES - Delivery frequency: When requested. Will pick up or have delivered to various City addresses.	I agree and I acknowledge
	#19	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
	#20	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#21	If you took exception any of the above, explain in detail.	
TECHNICAL SPECIFICATIONS			
	#1.	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I agree and I acknowledge
	#2	From the Documents Tab, the Bidder must download "ITB 6434-24 Technical Specifications" and complete and upload here.	ITB 6434-25 Technical Specifications (4).pdf
	#3	If the products differ from the items listed on the ITB 6434-25 Pricing Pages, these differences must be explained in detail.	I agree and I acknowledge
	#4	The Vendor must have service experience with the items and an adequate supply of parts and supplies within a 50 mile distance or 24-hour response/delivery of the City of Spokane.	I agree and I acknowledge
	#5	The City of Spokane will require Vendor to conduct Semi-Annual Cylinder Audits (Vendor's and City Owned) throughout the life of five-year value blanket order period. Vendor shall provide the City a copy of audit report within two weeks of conducting audit. The report shall also list any findings noted and the actions Vendor had took to resolve findings.	I agree and I acknowledge

	#6	Bidder's Client list for the past twelve (12) months is to be included with Bid response. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives for each client on said list. The City may use this list to check references . If poor performance reports are received from any client on this list , the City may deem you non-responsible. If no client list is provided, the City may deem you non-responsive.	contact list Spokane Ind.docx
	#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Capabilities Norco.pdf
	#8	If you took exception any of the above, explain in detail.	
F.O.B. DELIVERY POINT:			
	#1	DELIVERY - F.O.B. POINT: Various City Departments	I agree and I acknowledge
	#2	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. Therefore, all bids shall be tabulated with applicable sales tax whether that tax be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
	#2	Bidder's prices shall be firm throughout the first year. Price increases will not be considered before the end of the first 12-months, December 1, 2025 through November 30, 2026.	I agree and I acknowledge

	#3	Price increases can be requested at the anniversary date of the Blanket Order award. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser. Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Price increases will not be considered before the end of the first 12-months, December 1, 2025 through November 30, 2026. An approved price increase will become effective after the approval of the increase. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. All price increases will be provided with justification for such price increase and must be agreed upon by both parties. Retroactive price increase adjustments will not be considered.	I agree and I acknowledge
	#3.1	Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor’s documentation.	I agree and I acknowledge
	#4	Price decreases, during the term of the Blanket Order, should the Vendor realize any declines at the manufacturer’s level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request a pricing change to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I agree and I acknowledge
	#5	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor.	I agree and I acknowledge

	#5.1	Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.	I agree and I acknowledge
	#5.2	The City of Spokane reserves the right to cancel the Value Blanket if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the agreement for cause.	I agree and I acknowledge
	#6	Annual estimated quantities listed on the ITB 6434-25 Pricing Pages are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.	I agree and I acknowledge
	#7	Download "ITB 6434-25 Pricing Page" from The Bid Documents Tab, Complete And Upload Here. Pricing is not to include sales tax.	ITB 6434-25 Pricing Pages (13 pg).pfd (1).pdf
	#7.1	Bidder must enter unit pricing for --all-- item types listed in sections Item I, Item II, and Item III, even if an estimated annual quantity is not stated, as the items could be required by the City. Any item type that does not have an annual estimated quantity listed, would not be included in the evaluation.	I agree and I acknowledge
	#7.2	Prices must be stated for ITEMS IV, V, VI, VII and VIII on pricing page, but these items will not be included in the evaluation unless prices stated appear significantly uncompetitive and could result in unnecessarily high cost to the City for those products or services.	I agree and I acknowledge
	#7.2.1	Note: The City owns a quantity of 41 ALS – 150 Aluminum Cylinders utilized for EPA PROTOCOL. The incumbent vendor utilizes a total rotation quantity of 46 ALS, that includes the City-owned cylinders, for EPA Protocol gases. Note: The City owns the Propane 20# Cylinders.	I agree and I acknowledge
	#7.3	Vendor to provide Percentage Off List for any other COMPRESSED GASES not listed on "ITB 6434-25 Pricing Pages", but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of the Value Blanket. Enter Percentage Off List here:	40% If 40% off list is less than 18% margin, then an18% margin will be used

	#7.4	Vendor to provide Percentage Off List for any other COMPRESSED MIXED GASES not listed on "ITB 6434-25 Pricing Pages", but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of the Value Blanket. Enter Percentage Off List here:	40% If 40% off list is less than 18% margin, then an 18% margin will be applied
	#7.5	Vendor to provide Percentage Off List for any other CALIBRATION (SPECIALITY) GASES not listed on "ITB 6434-25 Pricing Pages", but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of the Value Blanket. Enter Percentage Off List here:	40% If 40% off list is less than 18% margin, then an 18% margin will be applied
	#7.6	Vendor to provide Percentage Markup Above Vendor's Cost for any SENSORS OR RELATED ITEMS, not listed on "ITB 6424-25 Pricing Pages", but may be realized are needed at a later point in time. Percentage Markup will remain unchanged throughout life of Value Blanket. (An example markup calculation on a $200 sensor having a 15% would equate to a selling price of $235.29 ($200 / 0.85 = $235.29). Enter Percentage Markup here:	20%
DELIVERY DEFAULT			
	#1	The acceptance of late performance by the City shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
	#2	City may procure comparable units from another source and Vendor will be required to pay any differences in cost.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	
	#5	If you have additional information/documents to submit, upload them here.	

These Thirteen (13) Pages Must Be Completed and Uploaded Into ProcureWare Via Pricing Question #7

PRICING PAGES: ITB 6434-25, COMPRESSED and CALIBRATION (SPECIALTY) GASES

Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. Therefore, all bids shall be tabulated with applicable sales tax whether that tax be charged through the supplier or paid by the City as use tax.

Quantities: Annual estimated quantities listed on the ITB 6434-25 Pricing Pages are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

Bidder's prices shall be firm throughout the first year. Price increases will not be considered before the end of the first 12-months, December 1, 2025 through November 30, 2026. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. All price increases will be provided with justification for such price increase and must be agreed upon by both parties. Retroactive price increase adjustments will not be considered.

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

ITEM I	Vendor Part Number	COMPRESSED GASES by Cylinders	Annual Estimated Quantity (More Or Less)	Unit Price per Cylinder	Extended Price
1	AC MC	ACETYLENE - INDUSTRIAL (8-10 CF)		$ 7.97	
2	AC B	ACETYLENE - INDUSTRIAL (40 CF)		$ 20.54	
3	AC WQ	ACETYLENE - INDUSTRIAL (65- 80 CF)	5	$ 27.54	$137.70
4	AC WS	ACETYLENE - INDUSTRIAL (111-150 CF)	3	$ 50.52	$151.56
5	AC WTL	ACETYLENE - INDUSTRIAL (304 CF)		$ 128.86	

6	AC WTL	ACETYLENE - INDUSTRIAL (350 CF)	1	$128.86	$128.86
7	AC WTL	ACETYLENE - INDUSTRIAL (390 CF)		$128.86	
8	CA HC4500	AIR - COMPRESSED 4500 psi		$21.14	
9	AR Q	ARGONE (83 CF)		$ 17.80	
10	AR S	ARGONE (154 CF)	1	$24.63	$ 24.63
11	AR T	ARGONE (304 CF)		$42.12	
12	AR T	ARGONE (350CF)	5	$ 42.12	$210.60
13	AR GP55	ARGON LIQUID (5300 CF)		$ 426.37	
14	AR GP45	ARGONE GP45 (4448 CF) 230 psi		$364.91	
15	AR GP55	ARGONE GP55 (5294 CF) 230 psi	7	$426.37	$2984.59
16	AR GP55HP	ARGONE GP55HP (5300 CF) 350 psi	1	$426.37	$426.37
17	C2 20	CARBON DIOXIDE 20#		$20.94	
18	C2 50	CARBON DIOXIDE 50#	1	$ 33.64	$ 33.64

19	C2 75	CARBON DIOXIDE 75#		$44.82	
20	FG 60	CHEMTANE II FULE GAS 60#	2	$69.80	$139.60
21	NI R	NITROGEN "R" CYLINDERS (18 - 20 CF)		$ 9.74	
22	NI Q	NITROGEN "Q" CYLINDERS (76 CF)	5	$11.80	$59.00
23	NI K	NITROGEN "K" CYLINDERS (228 CF)	3	$ 16.57	$ 49.71
24	NI T	NITROGEN "T" CYLINDERS (304 CF)		$ 19.06	
25	OX CM	OXYGEN – MEDICAL "C" CYLINDERS UPS (9 CF)	4	$4.85	$19.40
26	OX DM	OXYGEN – MEDICAL "D" CYLINDERS UPS (14 CF)	800	$5.29	$4232.00
27	OX EM	OXYGEN – MEDICAL "E" CYLINDERS UPS (23 CF)	23	$ 5.74	$ 132.02
28	OX R	OXYGEN – INDUSTRIAL "R" CYLINDERS (20 CF) (C-10)	3	$ 9.15	$ 27.45
29	OX Q	OXYGEN – INDUSTRIAL "Q" CYLINDEDS (83 CF)	1	$ 11.36	$ 11.36

30	OX DEY	OXYGEN – INDUSTRIAL "DEY" CYLINDERS (124 CF)	2	$12.41	$ 24.82
31	OX S	OXYGEN – INDUSTRIAL "S" CYLINDERS (154 CF)	2	$13.37	$ 26.74
32	OX K	OXYGEN – INDUSTRIAL "K" CYLINDERS (249 CF)	36	$16.36	$ 588.96
33	OX T	OXYGEN – INDUSTRIAL "T" CYLINDERS (337 CF)	5	$19.13	$ 95.65
34	OX 4500	OXYGEN – INDUSTRIAL 45000psi		$24.59	
35	PP 20	Propane 20# **City Owned Cylinders**	62	$ 21.09	$ 1307.58
		ITEM I EXTENDED TOTAL Based On Items 3, 4, 6, 10, 12, 15, 16, 18, 20, 22, 23, 25-35			$ 10836.83
36	**Vendor to provide Percentage-Off-List for any other COMPRESSED GASES not listed, but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of contract.**				40 % **Off**

ITEM II	Vendor Part Number	COMPRESSED MIXED GASES by Cylinders	Annual Estimated Quantity (More Or Less)	Unit Price per Cylinder	Extended
37	MX NOR8T	T-15% CARBON DIOXIDE / ARGON (Vol 330)	12	$39.92	$ 479.04
38	MX NOR940	40CF-25% CARBON DIOXIDE / ARGON (Vol 40)	3	$13.35	$ 40.05
39	MX NOR9DEY	DEY - 25% CARBON DIOXIDE / ARGON (Vol 147)		$24.86	
40	MX NOR9Q	Q-25% CARBON DIOXIDE /ARGON (Vol 93)	2	$ 17.32	$ 34.64
41	MX NOR9S	S-25% CARBON DIOXIDE / ARGON		$ 24.86	
42	MX NOR9T	T-25% CARBON DIOXIDE / AGRON (Vol 380)	10	$ 43.25	$ 432.50
43	MX NOR4Q	Q-2.5% CARBON DIOXIDE / 7.5% ARGON / HELIUM (Vol 93)	3	$81.03	$ 243.09
44	MX NOR4S	S-2.5% CARBON DIOXIDE / 7.5% ARGON / HELIUM		$139.55	
45	MX NOR4T	T-2.5% CARBON DIOXIDE / 7.5% ARGON/HELIUM	2	$293.66	$ 587.32
46	MX NOR32T	T-4.5% CARBON DIOXIDE / 15.5% HELIUM / ARGON (335CF)		$92.31	
		ITEM II EXTENTED TOTAL Based On Items 37, 38, 40, 42, 45, 46			$1665.86
47	**Vendor to provide Percentage-Off-List for any other COMPRESSED MIXED GASES not listed, but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of contract.**				40 % Off

ITEM III	Vendor Part Number	CALIBRATION (SPECIALTY) GASES by Cylinders (C-10)	Annual Estimated Quantity (More Or Less)	Unit Price per Cylinder	Extended
48	NLB Z105325PM51	1.6L - 25PPM H2S / 50PPM CO / 2.5% (50% LEL) METHANE/12% O2/N2	8	$ 111.80	$894.40
49	NLB F1002	29L - ZERO AIR		$81.82	
50	NLB F1002	34L - ZERO AIR		$ 81.82	
51	NLB F100550PN	34L - 50PPM AMMONIA / NITROGEN	3	$ 81.82	$ 245.46
52	NLB F105310PM32	34L - 10PPM H2S / 50 PPM CO / 2.5% (50% LEL) METHANE / 18% O2 / N2	6	$ 112.70	$ 676.20
53	NLB H1013.5VN	34L - 0.5% CARBON DIOXIDE / N2		$ 44.69	
54	NLB H1049200PA	34L - 200PPM HYDROGEN / AIR	1	$ 44.02	$ 44.02
55	NLB H1066	34L - NITROGEN 99.999%		$ 44.02	
56	NLB F100525PN	34L - 25PPM Ammonia / Nitrogen		$ 81.82	
57	NLB F100550PN	34L - 50PPM Ammonia / Nitrogen	6	$ 81.82	$ 490.92
58	NLB Z105110PN	58L - 10 ppm Hydrogen Cyanide / N2	1	$ 82.88	$ 82.88
59	NLB ZB10175PN	58L - 5 ppm Chlorine / Nitrogen	2	$ 88.82	$ 177.64

60	NLB ZB101710PN	58L - 10 ppm Chlorine / Nitrogen	2	$82.88	$ 177.64
61	NLB Z100550PN	58L - 50 PPM Ammonia / Nitrogen		$ 82.88	
62	NLB Z105325PN	58L - 25 PPM H2S / N2 Bal		$ 111.80	
63	NLB Z1053100PN	58L - 100 PPM H2A / Balance 2		$ 111.80	
64	NLB Z1005150PN	58L - 150 PPM Ammonia / Nitrogen		$ 82.88	
65	NLB Z105325PM51	58L - 25PPM H2S / 50PPM CO / 2.5% (50% LEL) METHANE/12% O2/N2		$111.80	
66	NLB Z105325PM24	58L - 25PPM H2S/ 100PPM CO/ 0.35% (25% LEL) ISOPENTANE/ 18% O2/N2		$ 111.80	
67	NLB Z105325PM20	58L - 25PPM H2S / 100PPM CO / 2.5% (50% LEL) METHANE / N2		$ 111.80	
68	NLB Z105325PM73	58L - 25PPM H2S / 100PPM CO / 2.5% (50% LEL) METHANE / 17% O2 / N2	6	$ 111.80	$ 670.80
69	NLB Z105325PN	58L - 25PPM HYDROGEN SULFIDE / N2	5	$ 111.80	$ 559.00
70	NLB Z10675PA	58L - 5PPM NITROGEN DIOXIDE / AIR	1	$ 88.82	$ 88.82
71	NLB J1002	103L- ZERO AIR	3	$ 84.18	$ 252.54
72	NLB J1016100PA	103L -100PPM CARBON MONOXIDE/AIR	6	$ 85.03	$ 510.18
73	NLB J1055100PA	103L -100PPM ISOBUTYLENE / AIR		$ 85.03	
74	NLB J1066	103L -NITROGEN 99.999%		$ 84.18	

75	NLB J197150LA	103L - 2.5% (50% LEL) METHANE/ AIR	5	$ 85.03	$ 425.15
76	NLB J197150LA	103L - METHANE 2.5% BY VOLUME (50% LEL) METHANE / AIR		$ 85.03	
77	NLB U105325PM24	116L - 25PPM H2S/ 100PPM CO/ 0.35% (25% LEL) ISOPENTANE/ 18% O2/N2	12	$ 114.08	$ 1368.96
78	NLB UB10175PN	116L - 5PPM CHLORINE / NITROGEN		$ 114.08	
79	SPG 2C101710PN	30A - 30 CF Aluminum - 10PPM CHLORINE / N2 CERTIFIED	1	$ 284.98	$ 284.98
80	SPG 2C105110PN	30A - 30 CF Aluminum - 10PPM HYDROGEN CYANIDE / N2 - CERTIFIED	2	$ 160.20	$ 320.40
81	SPG 2C105310PM32	30A - 30 CF Aluminum - 10PPM H2S / 50PPM CO / 2.5% (50% LEL) CH4 / 18% O2 / N2-CERT		$ 285.73	
82	SPG 2C105325PM24	30A - 30 CF Aluminum - 25PPM H2S / 100PPM CO 0.35% ISO-PENTANE / 19% O2 / N2		$ 284.98	
83	SPG 2C105325PN	30A - 30 CF Aluminum - 25PPM H2S / N2 - CERTIFIED		$ 284.98	
84	SPG 2C1055100PA	30A - 30 CF Aluminum - 100PPM ISOBUTYLENE / AIR CERTIFIED		$ 83.58	
85	SPG 2C197150VM2	30A - 30 CF Aluminum - 50% METHANE / 35% CO2 / N2 CERTIFIED TP=1400psi		$ 116.83	
86	SPG 4C197140VM2	ALQ - 80 CF Aluminum - 40% CH4 / 15% CO2 / N2 CERTIFIED		$ 142.20	
87	SPG 5E10161100PN	ALS - 150 CF Aluminum - 1100PPM CO / N2 EPA PROTOCOL		$ 178.71	
88	SPG 5E10161600PN	ALS - 150 CF Aluminum - 1600PPM CO / N2 EPA PROTOCOL (Vol 140)	8	$ 178.71	$ 1429.68

89	SPG 5E1016500PN	ALS - 150 CF Aluminum - 500PPM CO / N2 EPA PROTOCOL	2	$ 178.71	$ 357.42
90	SPG 5E107210VN	ALS - 150 CF Aluminum - 10% O2 / N2 EPA PROTOCOL (140 CF)	22	$ 178.73	$ 3932.06
91	SPG 5E10725.2VN	ALS - 150 CF Aluminum - 5.2% O2 / N2 -EPA PROTOCOL		$ 160.84	
92	SPG 5E107925PM8	ALS - 150 CF Aluminum - 25PPM SO2 / 75PPM NO / 50PPM CO / N2 - EPA PROTOCOL		$ 285.56	
93	SPG 5E1079320PN	ALS - 150 CF Aluminum - 320PPM SO2 / N2 EPA PROTOCOL	6	$ 285.56	$ 1713.36
94	SPG 5E107955PM1	ALS - 150 CF Aluminum - 55PPM SO2 / 157PPM NO / 110PPM CO / N2 - EPA PROTOCOL		$ 285.56	
95	SPG 5E107980PM2	ALS - 150 CF Aluminum - 80PPM SO2 / 255PPM NO / 160PPM CO / N2 - EPA PROTOCOL	11	$ 564.24	$ 6206.64
96	SPG 5C197140VM2	Calibration Gas (Flare Stn); 40% CH4; 15% C02; NITROGEN BALANCE CYLINDER SIZE S – 140 CU FT		$ 136.52	
97	SPG 2UHPHY	40 - 40 CF Steel - UHP HYDROGEN (99.999%)		$ 48.46	
ITEM III EXTENDED TOTAL Based On Items: 48, 51, 52, 54, 57 to 60, 68 to 72, 75, 77, 79, 80, 88 to 90, 93, 95					$ 20929.15
Note: The City owns 41 of the 46 ALS – 150 Aluminum Cylinders in current rotation for EPA PROTOCOL					

98	Vendor to provide Percentage-Off-List for any other CALIBRATION (SPECIALITY) GASES not listed, but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of contract.	40 % Off

	CYLINDER RENTAL CHARGE (DEMURRAGE) If Charge varies by size/type, list most common	COST PER DAY	COST PER WEEK	COST PER MONTH
ITEM IV	High Pressure Cylinder	$ .16	$ 3.00	$ 12.00
	Acetylene Cylinders	$ .46	$ 3.45	$ 13.80
	Liquid Agron Cylinders	$ 1.00	$ 7.50	$ 30.00
	Calibration (Specialty) Gas Cylinders	$ .25	$ 1.875	$ 7.50

ITEM V	**CYLINDER LEASING PRICE If charge varies by size/type, list most common.**			
	DEY 05LSE $ 238.50	K 05LSE $ 376.50	MC 05LSE $ 76.00	60 05LSE $200.00
	S 05LSE $ 280.00	T 05LSE $ 413.50	B 05LSE $ 93.50	5 YEAR LEASE OPTIONS
	E 05LSE $ 62.50	WTL 05LSE $ 746.50	WQ 05LSE $ 214.50	
	D 05LSE $ 58.00	WS 05LSE $ 287.50	Q 05LSE $ 227.50	
	ALS 05LSE $ 435.50	30A 05LSE $ 284.50	50 05LSE $ 337.00	
ITEM VI	**CYLINDER PURCHASE PRICE**	**List sizes available and purchase price per cylinder.**		
	ALS - $ 476.30	WS - $ 431.20	Q - $ 345.90	
	T - $ 619.20	WQ - $ 321.40	50# - $ 530.00	
	K - $ 564.18	E - $ 90.76		
	S - $ 428.80	D - $ 81.00		
	30A - $ 209.00	MC - $ 114.00		
	WTL - $ 1111.28	B - $ 191.00		

ITEM VII	**TESTING & INSPECTION COST. Describe and state unit price.**		
	Note: The City owns a quantity of 41 ALS – 150 Aluminum Cylinders utilized for EPA PROTOCOL. The incumbent vendor utilizes a total rotation quantity of 46 ALS, that includes the City-owned cylinders, for EPA Protocol gases.		
	Note: The City owns the Propane 20# Cylinders.		
	Hydrotesting of Cylinders of City Owned Cylinders		$ 35.00
	Revalving of Cylinders of City Owned Cylinders	Industrial cylinders	$ 24.00
		Acetylene cylinders	$ 30.00
ITEM VIII	**PERCENTAGE MARK ABOVE VENDOR'S COST for any Sensors or Related Items, not listed, but may be realized are needed at a later point in time. Percentage Markup will remain unchanged throughout life of contract. (An example markup calculation on a $200 sensor having a 15% would equate to a selling price of $235.29 ($200 / 0.85 = $235.29)**		20 % Markup

Payment Terms: Net 30 days

Delivery: We (I) will deliver complete the above items within 7 days from receipt of order.

F.O.B. Delivery Point: Various City Departments

Firm Name: NORCO INC Signature: B Amende

Mailing Address: 6102 E TRENT AVE. By: Brett Amende

SPOKANE WA. 99212 Title: Outside Sales

(Type or Print)

Phone: 509-535-9808 Date: 08/19/2025

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: Brett Amende TELEPHONE: 509-789-0813

B Amende

Signature

These Three (3) Pages Must Be Completed and Uploaded Into ProcureWare Via Technical Specifications Question #2

TECHINICAL SPECIFICATIONS: ITB 6434-25 COMPRESSED and CALIBRATION (SPECIALTY) GASES

Bidders must acknowledge each Technical Specifications, as follows:

A. "To Be Supplied" Column:
- Vendor would initial when the product vendor offered is:
  - the same as individual specification stated
  - is equal to "or" better than the individual specification; **in addition**, the Vendor must state its exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column
Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)

TECHNICAL SPECIFICATIONS	TO BE SUPPLIED	EXCEPTIONS
1) The successful vendor shall maintain individual records on each cylinder as follows:	BA	
a) Cylinder Number		
b) Date of Delivery		
c) Date of Return		
d) Delivery Location		
e) Demurrage and Credits (Shall appear on invoices)		
f) Proof of delivery (Authorized signature obtained upon delivery)		
2) Oxygen - Medical: To be USP medical grade.	BA	

3) Oxygen – Industrial Grade: To be suitable for welding operations	BA	
4) Acetylene – Industrial Grade: To be suitable for welding operations	BA	
5) Argon – Industrial Grade	BA	
6) Carbon Dioxide – Industrial Grade	BA	
7) Hydrogen – Industrial Grade	BA	
8) Nitrogen – Industrial Grade	BA	
9) The successful vendor shall comply with all current applicable requirements and guidelines from the American National Standards Institute (ANSI), the Compressed Gas Association (CGA), Part E, Chapter 296-24 of the Washington Administrative Code (WAC), and any other agency in authority in regard to handling and filling of compressed/specialty gas cylinders. This includes but is not limited to procedures used in testing, inspecting, marking, and transporting compressed/specialty gas cylinders.	BA	
10) The supplier of a toxic substance will provide a Safety Data Sheet to each location taking delivery of the material. All containers shall be labeled with the proper chemical name and the appropriate hazard warning for the substance in accordance with current state laws and OSHA Hazard Communication Standard 29 CFR 1910.1200.	BA	
11) CYLINDER RENTAL CHARGE (DEMURRAGE). Charges are to be stated for non-City owned cylinders on "Pricing Page ITB 6434-25" section Item IV. If prices vary by size and type of tank, separate lines must be used to list each type/size and charge.	BA	

12) CYLINDER LEASING PRICE. Charges are to be stated for non-City owned cylinders on "Pricing Page ITB 6434-25" section Item V. If prices vary by each size and type of tank, separate lines must be used to list each type/size and charge.	BA	
13) CYLINDER PURCHASE PRICE. State sizes available and purchase prices of empty cylinders, which may be purchased by the City on "Pricing Page ITB 6434-25 section Item VI.	BA	
14) TESTING & INSPECTION COST. Describe and state testing and inspection costs. When hydrostatic tests are necessary on City owned cylinders, it will be the responsibility of the vendor to perform the necessary tests and to repair and maintain valves. Valve replacement costs should be included on "Pricing Page ITB 6434-25" section Item VII.	BA	
15) Any costs associated with testing or inspection per the Compressed Gas Association (GPA) Pamphlet C-13, Section 5.4.10, "Bottom head to sidewall weld corrosion on press-fit footring cylinders", must be included on "Pricing Page ITB 6434-25" section Item VII.	BA	

Norco Inc.
6102 E Trent Ave
Spokane Valley WA. 99212
509-535-9808

Outside sales contacts.

Ron Carpenter	ronc@norco-inc.com	509-995-7141	Industrial
Brett Amende	bretta@norco-inc.com	509-789-0813	Industrial
William Stowe	wstowe@norco-inc.com	509-290-1019	Safety

Inside contacts.

Ryan Harris	rharris@norco-inc.com	509-535-9808	Manager
Orders	spokaneindorders@norco-inc.com	509-535-9808	Inside sales

CITY OF SPOKANE
Nelson Purchasing Center
915 N Nelson St, Spokane, WA 99201
PHONE 509 625 6527

BID TAB: RFQ 6434-25 COMPRESSED and CALIBRATION (SPECIALTY) GASES

		VENDOR	AIRGAS		LINDE		NORCO		OXARC	
ITEM I	COMPRESSED GASES by Cylinders	Annual Est Quantity (More Or Less)	Unit Price per Cylinder	Extended Price	Unit Price per Cylinder	Extended Price	Unit Price per Cylinder	Extended Price	Unit Price per Cylinder	Extended Price
1	ACETYLENE - INDUSTRIAL (8-10 CF)		$35.00		$9.25		$7.97		No Bid	
2	ACETYLENE - INDUSTRIAL (40 CF)		$45.00		$18.48		$20.54		No Bid	
3	ACETYLENE - INDUSTRIAL (65- 80 CF)	5	$55.00	$275.00	$34.90	$174.50	$27.54	$137.70	$34.27	$171.35
4	ACETYLENE - INDUSTRIAL (111-150 CF)	3	$75.00	$225.00	$50.43	$151.29	$50.52	$151.56	$61.71	$185.13
5	ACETYLENE - INDUSTRIAL (304 CF)		$95.00		$119.40		$128.86		No Bid	
6	ACETYLENE - INDUSTRIAL (350 CF)	1	No Bid	No Bid	$119.40	$119.40	$128.86	$128.86	$164.58	$164.58
7	ACETYLENE - INDUSTRIAL (390 CF)		No Bid		$119.40		$128.86		No Bid	
8	AIR - COMPRESSED 4500 psi		No Bid		$21.40		$21.14		No Bid	
9	ARGONE (83 CF)		$24.47		$10.77		$17.80		No Bid	
10	ARGONE (154 CF)	1	$35.73	$35.73	$22.31	$22.31	$24.63	$24.63	$13.82	$13.82
11	ARGONE (304 CF)		No Bid		$30.26		$42.12		No Bid	
12	ARGONE (350CF)	5	$37.50	$187.50	$37.60	$188.00	$42.12	$210.60	$27.42	$137.10
13	ARGON LIQUID (5300 CF)		No Bid		$464.57		$426.37		No Bid	
14	ARGONE GP45 (4448 CF) 230 psi		No Bid		$527.45		$364.91		No Bid	
15	ARGONE GP55 (5294 CF) 230 psi	7	$425.00	$2,975.00	$464.57	$3,251.99	$426.37	$2,984.59	$431.93	$3,023.51
16	ARGONE GP55HP (5300 CF) 350 psi	1	$445.00	$445.00	527.45	$527.45	$426.37	$426.37	$419.35	$419.35
17	CARBON DIOXIDE 20#		No Bid		$10.20		$20.94		No Bid	
18	CARBON DIOXIDE 50#	1	$35.87	$35.87	$19.00	$19.00	$33.64	$33.64	$19.95	$19.95
19	CARBON DIOXIDE 75#		$55.87		$22.71		$44.82		No Bid	
20	CHEMTANE II FULE GAS 60#	2	No Bid	No Bid	$53.93	$107.86	$ 69.80	$139.60	$80.75	$161.50
21	NITROGEN "R" CYLINDERS (18 - 20 CF)		$11.73		$5.03		$ 9.74		No Bid	
22	NITROGEN "Q" CYLINDERS (76 CF)	5	$13.13	$65.65	$7.30	$36.50	$ 11.80	$59.00	$6.00	$30.00
23	NITROGEN "K" CYLINDERS (228 CF)	3	$16.80	$50.40	$10.83	$32.49	$ 16.57	$49.71	$8.50	$25.50
24	NITROGEN "T" CYLINDERS (304 CF)		$18.40		$12.16		$ 19.06		No Bid	
25	OXYGEN – MEDICAL "C" CYLINDERS UPS (9 CF)	4	No Bid	No Bid	$4.46	$17.84	$4.85	$19.40	$2.00	$8.00
26	OXYGEN – MEDICAL "D" CYLINDERS UPS (14 CF)	800	$3.53	$2,824.00	$4.68	$3,744.00	$5.29	$4,232.00	$3.00	$2,400.00

27	OXYGEN – MEDICAL "E" CYLINDERS UPS (23 CF)	23	$3.53	$81.19	$5.03	$115.69	$5.74	$132.02	$3.00	$69.00
28	OXYGEN – INDUSTRIAL "R" CYLINDERS (20 CF)	3	$11.80	$35.40	$4.40	$13.20	$9.15	$27.45	$2.80	$8.40
29	OXYGEN – INDUSTRIAL "Q" CYLINDEDS (83 CF)	1	$5.50	$5.50	$6.64	$6.64	$11.36	$11.36	$6.00	$6.00
30	OXYGEN – INDUSTRIAL "DEY" CYLINDERS (124 CF)	2	$13.60	$27.20	$9.92	$19.84	$12.41	$24.82	$6.00	$12.00
31	OXYGEN – INDUSTRIAL "S" CYLINDERS (154 CF)	2	$15.20	$30.40	$10.78	$21.56	$13.37	$26.74	$7.50	$15.00
32	OXYGEN – INDUSTRIAL "K" CYLINDERS (249 CF)	36	$17.53	$631.08	$9.96	$358.56	$16.36	$588.96	$11.00	$396.00
33	OXYGEN – INDUSTRIAL "T" CYLINDERS (337 CF)	5	$18.73	$93.65	$13.48	$67.40	$19.13	$95.65	$12.00	$60.00
34	OXYGEN – INDUSTRIAL 45000psi		No Bid		$103.50		$24.59		No Bid	
35	Propane 20# **City Owned Cylinders**	62	$51.80	$3,211.60	$16.55	$1,026.10	$21.09	$1,307.58	$16.00	$992.00
	ITEM I EXTENDED TOTAL Based On Items 3, 4, 6, 10, 12, 15, 16, 18, 20, 22, 23, 25-33, 35		$11,235.17		$10,021.62		$10,812.24		$8,318.19	
36	Vendor to provide Percentage-Off-List for any other COMPRESSED GASES not listed, but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of contract.		_____% Off		50% Off		40% Off		45% Off	

ITEM II	COMPRESSED MIXED GASES by Cylinders	Annual Est Quantity (More Or Less)	Unit Price per Cylinder	Extended	Unit Price per Cylinder	Extended	Unit Price per Cylinder	Extended	Unit Price per Cylinder	Extended
37	T-15% CARBON DIOXIDE / ARGON (Vol 330)	12	$89.73	$1,076.76	$43.50	$522.00	$39.92	$479.04	$30.00	$360.00
38	40CF-25% CARBON DIOXIDE / ARGON (Vol 40)	3	$16.53	$49.59	$11.64	$34.92	$13.35	$40.05	$8.50	$25.50
39	DEY - 25% CARBON DIOXIDE / ARGON (Vol 147)		$34.93		$22.24		$24.86		No Bid	
40	Q-25% CARBON DIOXIDE /ARGON (Vol 93)	2	$23.53	$47.06	$19.76	$39.52	$17.32	$34.64	$18.00	$36.00
41	S-25% CARBON DIOXIDE / ARGON		$34.00		$26.40		$24.86		No Bid	
42	T-25% CARBON DIOXIDE / AGRON (Vol 380)	10	$48.00	$480.00	$41.36	$413.60	$43.25	$432.50	$30.00	$300.00
43	Q-2.5% CARBON DIOXIDE / 7.5% ARGON / HELIUM (Vol 93)	3	No Bid	No Bid	$61.17	$183.51	$81.03	$243.09	$88.00	$264.00
44	S-2.5% CARBON DIOXIDE / 7.5% ARGON / HELIUM		No Bid		$109.52		$139.55		No Bid	
45	T-2.5% CARBON DIOXIDE / 7.5% ARGON/HELIUM	2	No Bid	No Bid	$215.40	$430.80	$293.66	$587.32	$207.00	$414.00
46	T-4.5% CARBON DIOXIDE / 15.5% HELIUM / ARGON (335CF)		No Bid		$80.49		$92.31		$140.00	
	ITEM II EXTENTED TOTAL Based On Items 37, 38, 40, 42, 43, 45		$1,653.41		$1,624.35		$1,816.64		$1,399.50	
47	Vendor to provide Percentage-Off-List for any other COMPRESSED MIXED GASES not listed, but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of contract.		_____% Off		50% Off		40% Off		45% Off	

ITEM III	Cylinder	CALIBRATION (SPECIALTY) GASES by Cylinders (C-10)	Annual Est Quantity (More Or Less)	Unit Price per Cylinder	Extended	Unit Price per Cylinder	Extended	Unit Price per Cylinder	Extended	Unit Price per Cylinder	Extended
48	1.6L - 25PPM H2S / 50PPM CO / 2.5% (50% LEL) METHANE/12% O2/N2		8	$385.00	$3,080.00	$342.53	$2,740.24	$111.80	$894.40	$233.00	$1,864.00

49	29L - ZERO AIR		$160.00		$166.15		$81.82		$	
50	34L - ZERO AIR		$160.00		$166.15		$81.82		$	
51	34L - 50PPM AMMONIA / NITROGEN	3	$380.00	$1,140.00	$439.67	$1,319.01	$81.82	$245.46	$233.00	$699.00
52	34L - 10PPM H2S / 50 PPM CO / 2.5% (50% LEL) METHANE / 18% O2 / N2	6	$385.00	$2,310.00	$324.63	$1,947.78	$112.70	$676.20	$125.00	$750.00
53	34L - 0.5% CARBON DIOXIDE / N2		$214.20		$171.25		$44.69		$	
54	34L - 200PPM HYDROGEN / AIR	1	$290.00	$290.00	$171.25	$171.25	$44.02	$44.02	$350.00	$350.00
55	34L - NITROGEN 99.999%		$160.00		$166.15		$44.02		$	
56	34L - 25PPM Ammonia / Nitrogen		$380.00		$439.67		$81.82		$	
57	34L - 50PPM Ammonia / Nitrogen	6	$380.00	$2,280.00	$439.67	$2,638.02	$81.82	$490.92	$233.00	$1,398.00
58	58L - 10 ppm Hydrogen Cyanide / N2	1	$875.00	$875.00	$529.13	$529.13	$82.88	$82.88	$283.00	$283.00
59	58L - 5 ppm Chlorine / Nitrogen	2	$1,225.00	$2,450.00	$529.13	$1,058.26	$88.82	$177.64	$283.00	$566.00
60	58L - 10 ppm Chlorine / Nitrogen	2	$670.00	$1,340.00	$529.13	$1,058.26	$82.88	$165.76	$283.00	$566.00
61	58L - 50 PPM Ammonia / Nitrogen		$600.00		$529.13		$82.88		$	
62	58L - 25 PPM H2S / N2 Bal		$415.00		$250.48		$111.80		$	
63	58L - 100 PPM H2A / Balance 2		$430.00		$250.48		$111.80		$	
64	58L - 150 PPM Ammonia / Nitrogen		$635.00		$529.13		82.88		$	
65	58L - 25PPM H2S / 50PPM CO / 2.5% (50% LEL) METHANE/12% O2/N2		$505.00		$342.53		$111.80		$	
66	58L - 25PPM H2S/ 100PPM CO/ 0.35% (25% LEL) ISOPENTANE/ 18% O2/N2		$463.00		$342.53		$111.80		$	
67	58L - 25PPM H2S / 100PPM CO / 2.5% (50% LEL) METHANE / N2		$545.00		$342.53		$111.80		$	
68	58L - 25PPM H2S / 100PPM CO / 2.5% (50% LEL) METHANE / 17% O2 / N2	6	$545.00	$3,270.00	$342.53	$2,055.18	$111.80	$670.80	$166.00	$996.00
69	58L - 25PPM HYDROGEN SULFIDE / N2	5	$430.00	$2,150.00	$250.48	$1,252.40	$111.80	$559.00	$145.00	$725.00
70	58L - 5PPM NITROGEN DIOXIDE / AIR	1	$840.00	$840.00	$529.13	$529.13	$88.82	$88.82	$283.00	$283.00
71	103L- ZERO AIR	3	$240.00	$720.00	$178.97	$536.91	$84.18	$252.54	$108.00	$324.00
72	103L -100PPM CARBON MONOXIDE/AIR	6	$380.00	$2,280.00	$207.05	$1,242.30	$85.03	$510.18	$108.00	$648.00
73	103L -100PPM ISOBUTYLENE / AIR		$380.00		$207.05		$85.03		$	
74	103L -NITROGEN 99.999%		$320.00		$178.93		$84.18		$	
75	103L - 2.5% (50% LEL) METHANE/ AIR	5	$355.00	$1,775.00	$207.05	$1,035.25	$85.03	$425.15	$108.00	$540.00
76	103L - METHANE 2.5% BY VOLUME (50% LEL) METHANE / AIR		$615.00		$207.05		$85.03		$	
77	116L - 25PPM H2S/ 100PPM CO/ 0.35% (25% LEL) ISOPENTANE/ 18% O2/N2	12	$725.00	$8,700.00	$557.27	$6,687.24	$114.08	$1,368.96	$233.00	$2,796.00
78	116L - 5PPM CHLORINE / NITROGEN		$1,365.00		$718.30		$114.08		$	
79	30A - 30 CF Aluminum - 10PPM CHLORINE / N2 CERTIFIED	1	$755.00	$755.00	$1,558.33	1558.33	$284.98	$284.98	$283.00	$283.00
80	30A - 30 CF Aluminum - 10PPM HYDROGEN CYANIDE / N2 - CERTIFIED	2	$4,715.00	$9,430.00	$1,925.00	3850	$160.20	$320.40	$283.00	$566.00
81	30A - 30 CF Aluminum - 10PPM H2S / 50PPM CO / 2.5% (50% LEL) CH4 / 18% O2 / N2-CERT		$1,745.00		$445.42		$258.73		$	
82	30A - 30 CF Aluminum - 25PPM H2S / 100PPM CO 0.35% ISO-PENTANE / 19% O2 / N2		$1,800.00		$467.25		$284.98		$	

83	30A - 30 CF Aluminum - 25PPM H2S / N2 - CERTIFIED		$920.00		$207.03		$284.98		$	
84	30A - 30 CF Aluminum - 100PPM ISOBUTYLENE / AIR CERTIFIED		$665.00		$260.03		$83.58		$	
85	30A - 30 CF Aluminum - 50% METHANE / 35% CO2 / N2 CERTIFIED TP=1400psi		$720.00		$248.45		$116.83		$	
86	ALQ - 80 CF Aluminum - 40% CH4 / 15% CO2 / N2 CERTIFIED		$795.00		$323.88		$142.20		$	
87	ALS - 150 CF Aluminum - 1100PPM CO / N2 EPA PROTOCOL **City Owned Cylinders**		$795.00		$245.70		$178.71		$	
88	ALS - 150 CF Aluminum - 1600PPM CO / N2 EPA PROTOCOL (Vol 140) **City Owned Cylinders**	8	$795.00	$6,360.00	$253.88	$2,031.04	$178.71	$1,429.68	$308.00	$2,464.00
89	ALS - 150 CF Aluminum - 500PPM CO / N2 EPA PROTOCOL **City Owned Cylinders**	2	$795.00	$1,590.00	$245.63	$491.26	$178.71	$357.42	$308.00	$616.00
90	ALS - 150 CF Aluminum - 10% O2 / N2 EPA PROTOCOL **City Owned Cylinders** (140 CF)	22	$795.00	$17,490.00	$191.57	$4,214.54	$178.73	$3,932.06	$325.00	$7,150.00
91	ALS - 150 CF Aluminum - 5.2% O2 / N2 -EPA PROTOCOL		$795.00		$198.14		$160.84		$	
92	ALS - 150 CF Aluminum - 25PPM SO2 / 75PPM NO / 50PPM CO / N2 - EPA PROTOCOL		$1,500.00		$580.03		$285.56		$	
93	ALS - 150 CF Aluminum - 320PPM SO2 / N2 EPA PROTOCOL	6	$915.00	$5,490.00	$209.90	$1,259.40	$285.56	1713.36	$425.00	$2,550.00
94	ALS - 150 CF Aluminum - 55PPM SO2 / 157PPM NO / 110PPM CO / N2 - EPA PROTOCOL		$1,705.00		$596.42		$285.56		$	
95	ALS - 150 CF Aluminum - 80PPM SO2 / 255PPM NO / 160PPM CO / N2 - EPA PROTOCOL	11	$1,705.00	$18,755.00	$596.53	$6,561.83	$564.24	6206.64	$285.00	$3,135.00
96	ALS - 150 CF Aluminum Calibration Gas (Flare Stn); 40% CH4; 15% C02; NITROGEN BALANCE CYLINDER SIZE S – 140 CU FT		No Bid		$249.22		$136.52		$	
97	40 - 40 CF Steel - UHP HYDROGEN (99.999%)		$175.00		$68.64		$48.46		$	
	ITEM III EXTENDED TOTAL Based On Items: 48, 51, 52, 54, 57 to 60, 68 to 72, 75, 77, 79, 80, 88 to 90, 93, 95		$93,370.00		$44,766.76		$20,897.27		$29,552.00	
98	**Vendor to provide Percentage-Off-List for any other CALIBRATION (SPECIALITY) GASES not listed, but may be realized are needed at a later point in time. Percentage off to remain unchanged throughout life of contract.**		_____% Off		50% Off		40% Off		40% Off	
	ITEM I EXTENDED TOTAL Based On Items 3, 4, 6, 10, 12, 15, 16, 18, 20, 22, 23, 25-33, 35		$11,235.17		$10,021.62		$10,812.24		$8,318.19	
	ITEM II EXTENTED TOTAL Based On Items 37, 38, 40, 42, 43, 45		$1,653.41		$1,624.35		$1,816.64		$1,399.50	
	ITEM III EXTENDED TOTAL Based On Items: 48, 51, 52, 54, 57 to 60, 68 to 72, 75, 77, 79, 80, 88 to 90, 93, 95		$93,370.00		$44,766.76		$20,897.27		$29,318.00	
	SUBTOTAL		$106,258.58		$56,412.73		$33,490.15		$39,035.69	
	TAX 9.1%		$9,669.531		$5,133.558		$3,047.604		$3,552.248	
	EXTENDED TOTAL		$115,928.11		$61,546.29		$36,537.75		$42,587.94	
	VENDOR		**AIRGAS**		**LINDE**		**NORCO**		**OXARC**	

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: NORCO, INC.

Business name: NORCO, INC.

Entity type: Profit Corporation

UBI #: 601-115-399

Business ID: 001

Location ID: 0011

Location: Active

Location address: 6102 E TRENT AVE
SPOKANE VALLEY WA 99212-1228

Mailing address: 1125 W AMITY RD
BOISE ID 83705-5412

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Scale - Intermediate		1		Active	Apr-30-2026	Nov-25-2020
Scale - Small		1		Active	Apr-30-2026	Nov-25-2020
Spokane General Business - Non-Resident	T12023310BUS			Active	Apr-30-2026	Oct-15-2012
Spokane Valley General Business				Active	Apr-30-2026	Dec-08-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CHANNER, ERIC	Director
KISSLER, JIM	Chairman of the Board
KISSLER, NICOLE	Director

Registered Trade Names

Registered trade names	Status	First issued
NORCO INC	Active	May-28-2020
NORCO, INC	Active	Nov-14-2017

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/30/2025 12:43:34 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

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 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	CONTACT NAME: Kacee Mock	
Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713	PHONE (A/C, No, Ext): (208) 375-9199	FAX (A/C, No): (208) 658-1951
	E-MAIL ADDRESS: kacee-mock@leavitt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich Financial Group	C16535
INSURED Norco, Inc. 1125 W. Amity Road Boise ID 83705	INSURER B: AXIS Surplus Insurance Company	26620
	INSURER C: HDI Specialty Insurance Company	16131
	INSURER D: RSUI Indemnity Company	22314
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2025-26 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		GLO 0381400-10	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP 0381401-10	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000888829-04 Follow Form of Underlying	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		STOP GAP INCLUDED:WY,WA,ND WC 0381399-10	7/1/2025	7/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	2ND EXCESS LAYER			XLXD6565301S	7/1/2025	7/1/2026	2nd Excess Layer - Aggregate	$3,000,000
D	3RD EXCESS LAYER			NHA607753	7/1/2025	7/1/2026	3rd Excess Layer - Aggregate	$3,000,000

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

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kacee Mock/KAMOCK

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2021-0601		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFP 5480-21
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL FOR ANALYTICAL TESTING SERVICES		

Agenda Wording

Contract renewal 3 of 3 with Anatek Labs, Inc. (Spokane, WA) for as-needed analytical testing services for the Waste to Energy Facility and landfills from 11/1/2025 through 10/31/2026 and a total cost not to exceed $50,000.00, plus tax

Summary (Background)

Testing of groundwater, leachate and other various items is a requirement for operation of the City's Waste to Energy Facility and Landfills. In July of 2021, based on their response to RFP 5480-21, Anatek Labs, Inc. was awarded a two-year contract for these services, with the option of three (3) additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?	YES
Total Cost	$ 50,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a required environmental testing services expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 12,000.00	# 4530-45600-53748-54201
Expense	$ 16,000.00	# 4530-44800-53748-54201
Expense	$ 21,000.00	# 4530-44850-53748-54201
Expense	$ 1,000.00	# 4490-44100-37148-54201
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Kathy Sattler, kathy@antateklabs.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2021-0601

City of Spokane

CONTRACT RENEWAL 3 of 3

Title: ANALYTICAL SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ANATEK LABS, INC.,** whose address is 504 East Sprague Avenue, Spokane, Washington 99202 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide As-Needed Analytical Services for Groundwater, Leachate, and Other Samples; and

WHEREAS, the original Contract provided for three (3) one-year (1) renewals with this being the third renewal; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated September 13, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on November 1, 2025 and shall end October 31, 2026.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **FIFTY THOUSAND AND 00/100 ($50,000.00)** plus sales tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

ANATEK LABS, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

25-177

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

3rd Renewal 11-1-2025 THORUGH 10-31-2026 (no change)

Unit Testing Prices shall be firm throughout the first year of the contract period. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties

Annual estimates with no guarantee of quantity. Payment would only be for made actual services requested, performed and accepted.

Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated by the City who will the applicable sales tax rate to bids.

								Other Offered Turnaroud Time			Other Offered Turnaroud Time			
	Test Type	Estimated Quarterly Qty (#/Qtr * 4)	Estimated Annual Qty (# Annual)	Total Estimated Qty Per Year		Standard Turnaroud Time (Days)	Unit Price	Extended Price	Standard Turnaroud Time (Days)	Unit Price	Extended Price	Standard Turnaroud Time (Days)	Unit Price	Extended Price	Comments incldluing any method dev
Groundwater & Leachate Testing	Arsenic - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Barium - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Cadmium - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Calcium - Dissolved , EPA 200.8	34		34		30	$12.00	$408.00	15	$24.00	$510.00	2	$48.00	$1,632.00	
	Chromium - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	COD , EPA 200.8	34		34		30	$33.00	$1,122.00	15	$66.00	$510.00	2	$132.00	$4,488.00	
	Copper - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Iron - Dissolved , EPA 200.8	34		34		30	$12.00	$408.00	15	$24.00	$510.00	2	$48.00	$1,632.00	
	Iron - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Lead - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Magnesium - Dissolved , EPA 200.8	34		34		30	$12.00	$408.00	15	$24.00	$510.00	2	$48.00	$1,632.00	
	Manganese - Dissolved , EPA 200.8	34		34		30	$12.00	$408.00	15	$24.00	$510.00	2	$48.00	$1,632.00	
	Manganese - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Mercury - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Potassium - Dissolved , EPA 200.8	34	2	36		30	$12.00	$432.00	15	$24.00	$540.00	2	$48.00	$1,728.00	
	Selenium - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Silver - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Sodium - Dissolved , EPA 200.8	32	2	34		30	$12.00	$408.00	15	$24.00	$510.00	2	$48.00	$1,632.00	
	Zinc - Dissolved , EPA 200.8	32	2	34		30	$12.00	$408.00	15	$24.00	$510.00	2	$48.00	$1,632.00	
	Zinc - Total , EPA 200.8		7	7		30	$12.00	$84.00	15	$24.00	$105.00	2	$48.00	$336.00	
	Chloride , EPA 300.0	76	2	78		30	$8.00	$624.00	15	$16.00	$1,170.00	2	$32.00	$2,496.00	
	Fluoride , EPA 300.0		7	7		30	$8.00	$56.00	15	$16.00	$105.00	2	$32.00	$224.00	
	NO2/N , EPA 300.0	52	2	54		30	$8.00	$432.00	15	$16.00	$810.00	2	$32.00	$1,728.00	
	NO3/N , EPA 300.0	76	2	78		30	$8.00	$624.00	15	$16.00	$1,170.00	2	$32.00	$2,496.00	
	Sulfate , EPA 300.0	76	2	78		30	$8.00	$624.00	15	$16.00	$1,170.00	2	$32.00	$2,496.00	
	COD , EPA 410.4	20		20		30	$33.00	$660.00	15	$66.00	$300.00	2	$132.00	$2,640.00	
	Iron - Dissolved , EPA 6020	20		20		30	$12.00	$240.00	15	$24.00	$300.00	2	$48.00	$960.00	
	Manganese - Dissolved , EPA 6020	20		20		30	$12.00	$240.00	15	$24.00	$300.00	2	$48.00	$960.00	
	Zinc - Dissolved , EPA 6020	20		20		30	$12.00	$240.00	15	$24.00	$300.00	2	$48.00	$960.00	
Groundwater & Leachate Testing	Antimony - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Antimony - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Arsenic - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Arsenic - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Barium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Barium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Beryllium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Beryllium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Cadmium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Cadmium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Calcium - Dissolved , EPA 6020 B	24	5	29		30	$12.00	$348.00	15	$24.00	$435.00	2	$48.00	$1,392.00	
	Chromium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Chromium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Cobalt - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Cobalt - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Copper - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Copper - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Iron - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	

Groundwater & Leachate Testing	Lead - Dissolved , EPA 6020 B	44		44		30	$12.00	$528.00	15	$24.00	$660.00	2	$48.00	$2,112.00	
	Lead - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Magnesium - Dissolved , EPA 6020 B	24	5	29		30	$12.00	$348.00	15	$24.00	$435.00	2	$48.00	$1,392.00	
	Manganese - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Nickel - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Nickel - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Potassium - Dissolved , EPA 6020 B	24	5	29		30	$12.00	$348.00	15	$24.00	$435.00	2	$48.00	$1,392.00	
	Selenium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Selenium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Silver - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Silver - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Sodium - Dissolved , EPA 6020 B	24	5	29		30	$12.00	$348.00	15	$24.00	$435.00	2	$48.00	$1,392.00	
	Thallium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Thallium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Vanadium - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Vanadium - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Zinc - Dissolved , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	Zinc - Total , EPA 6020 B	24		24		30	$12.00	$288.00	15	$24.00	$360.00	2	$48.00	$1,152.00	
	TOX , EPA 9020 B	20		20		30	$100.00	$2,000.00	15	$100.00	$300.00	2	$200.00	$4,000.00	
	Alkalinity /Bicarbonate, SM 2320 B	61	2	63		30	$40.00	$2,520.00	15	$80.00	$945.00	2	$160.00	$10,080.00	
	Hardness , SM 2340 C		7	7		30	$48.00	$336.00	15	$96.00	$105.00	2	$192.00	$1,344.00	
	Total Dissolved Solids , SM 2340 C	24	7	31		30	$20.00	$620.00	15	$40.00	$465.00	2	$80.00	$2,480.00	
	Conductivity , SM 2510 B	52	2	54		30	$10.00	$540.00	15	$20.00	$810.00	2	$40.00	$2,160.00	
	Total Suspended Solids , SM 2540 D	24		24		30	$15.00	$360.00	15	$30.00	$360.00	2	$60.00	$1,440.00	
	NH3-N , SM 4500-NH3 H	76	2	78		30	$20.00	$1,560.00	15	$40.00	$1,170.00	2	$80.00	$6,240.00	
	TOC , SM 5310 B	76	2	78		30	$40.00	$3,120.00	15	$80.00	$1,170.00	2	$160.00	$12,480.00	
	Total Coliform, SM 9221 B	52	2	54		30	$25.00	$1,350.00	15	$50.00	$810.00	2	$100.00	$5,400.00	
	Fecal Coliform, SM 9221 E	20		20		30	$20.00	$400.00	15	$40.00	$300.00	2	$80.00	$1,600.00	
Groundwater & Leachate Testing	Method 624.1 - 7 Target VOCs (1,1,1-Trichloroethane , 1,1-Dichloroethane , Chloroform , Tetrachloroethene , Trans-1,2-Dichloroethene , Trichloroethene , Vinyl Chloride), EPA 624.1	20		20		30	$90.00	$1,800.00	15	$180.00	$300.00	2	$360.00	$7,200.00	
	Method EPA 8260 D - 7 Target VOCs (1,1,1-Trichloroethane , 1,1-Dichloroethane , Chloroform , Tetrachloroethene , Trans-1,2-Dichloroethene , Trichloroethene , Vinyl Chloride)	40	6	46		30	$90.00	$4,140.00	15	$180.00	$690.00	2	$360.00	$16,560.00	
	Method 8260D - 47 WAC 173-351 Appendix - Organic Constituents (see next page (or in Excel, WAC 173-351 VOC List tab/worksheet))	24		24		30	$100.00	$2,400.00	15	$200.00	$360.00	2	$400.00	$9,600.00	
Miscellaneous Testing	PCB on oil and other matrices, EPA 8082A		3	3		30	$45.00	$135.00	15	$90.00	$1,350.00	2	$180.00	$540.00	
	VOC on oil and other matrices, EPA 8260D		3	3		30	$100.00	$300.00	15	$200.00	$3,000.00	2	$300.00	$900.00	
	Varies, Other testing, % Discount off List Price		10%												

Sample Courier Provisions (if available, include logistics description and costs for such service.)	

For WAC 173-351 Appendix A VOC List, see next page (or in Excel, WAC 173-351 VOC List tab/worksheet)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ANATEK LABS, INC.

Business name: ANATEK LABS, INC.

Entity type: Profit Corporation

UBI #: 601-768-854

Business ID: 001

Location ID: 0001

Location: Active

Location address: 504 E SPRAGUE AVE
SPOKANE WA 99202-1508

Mailing address: 504 E SPRAGUE AVE
SPOKANE WA 99202-1508

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T12023452BUS			Active	Jan-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
PEARSON, MICHAEL	
SATTLER, KATHLEEN	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/11/2025 2:12:50 PM

Contact us

How are we doing?
Take our survey!

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

ANATLAB-01 AKYLLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2025

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
Hub International Northwest LLC
621 S Main Street #B
Colville, WA 99114

CONTACT NAME:
PHONE (A/C, No, Ext): (509) 684-5041 FAX (A/C, No): (509) 684-2544
E-MAIL ADDRESS: eliza.alby@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : Employers Mutual Casualty Company	21415
INSURER C : Crum & Forster Indemnity	31348
INSURER D : AmTrust Insurance Company	15954
INSURER E :	
INSURER F :	

INSURED
Anatek Labs, Inc.
1282 Alturas Dr
Moscow, ID 83843

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		EPK152894	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		6E34209	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE			EFX129823	5/1/2025	5/1/2026	AGGREGATE	$ 3,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH)	N / A		KWC1361275	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Contractor Pollution			EPK152894	5/1/2025	5/1/2026	Each Poll Condition	1,000,000
A	Errors & Omission			EPK152894	5/1/2025	5/1/2026	Each Wrongful Act	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Analytical Services for Groundwater, Leachate and Other Samples, Annual Requirement– As Needed, per Request for Proposal 5480-21.
Certificate holder is an additional insured with regard to General Liability, and Pollution Liability if required by written contract per the attached EN0111 02/11 Additional Insured Owners, Lessees, or Contractor. Certification holder is an Additional Insured with regard to commercial auto when required by written contract per the CA7450 11/17 Commerical Auto Elite endorsement;
A $25,000 Deductible applies to General Liability and Contractor's Pollution Liability for Bodily Injury and Property Damage

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

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

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

a. Any covered "auto" you lease, hire, rent or borrow; and

b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

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

c. Security deposits not returned by the lessor;

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

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

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.

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

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

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

b. 30 days.

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

a. Necessary and actual expenses incurred; or

b. $75 per day, subject to a $2,250 limit.

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

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

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

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

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

CRUM & FORSTER
A FAIRFAX COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2024	Policy No.	KWC1361275	Endorsement No.	0
Insured	Anatek Labs, Inc.			Premium $	3,288
Insurance Company	AmTrust Insurance Company				

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Certificate Holder(s)
City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201

Under the Common Provisions, **SECTION VI – COMMON CONDITIONS, item 2. Cancellation And Nonrenewal** is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail a 60 days written notice (ten (10) days for non-payment of premium) to the Certificate Holder(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	OPR 2021-0716		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 5506-21
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27856
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT RENEWAL FOR MECHANICAL REPAIRS		

Agenda Wording

Contract renewal 4 of 4 with Knight Const. & Supply, Inc. (Deer Park, WA) for mechanical repairs at the Waste to Energy Facility from 11/1/2025-10/31/2026 and a total cost not to exceed $2,500,000.00, plus tax.

Summary (Background)

The necessary scheduled and emergency maintenance work at the Waste to Energy Facility requires specialized millwright skills. On Sept. 20, 2021, bidding closed on PW ITB 5506-21 for these services and Knight Const. & Supply, Inc. was the only respondent. The initial contract award was for one year with the possibility of four (4) additional one-year renewals. This will be the final renewal and pricing has been increased to reflect current prevailing wage rates.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?	YES
Total Cost	$ 2,500,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 2,500,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2021-0716

City of Spokane

CONTRACT RENEWAL #4 of 4

Title: WASTE TO ENERGY MECHANICAL REPAIRS

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. AND SUPPLY, INC.,** whose address is 2601 East 6th Street, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to perform Mechanical Repairs at the Waste to Energy Facility; and

WHEREAS, the initial Contract provided for four (4) additional one (1) year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated November 11, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on November 1, 2025, and shall end October 31, 2026.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 ($2,500,000.00), plus applicable sales tax**, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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

KNIGHT CONST. AND SUPPLY, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

25-190

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

ORP 2021-0716	Base Year			3rd Opt year			4th Opt year		
	Valid from 11/1/2021 through 10/31/2022			Valid from 11/1/2024 through 10/31/2025			Valid from 11/1/2025 through 10/31/2026		
Description	Unit Type	Est Qty	Bid Unit Price	Unit Type	Est Qty	Bid Unit Price	Unit Type	Est Qty	Bid Unit Price
Set up/mobilization cost (outage only)	each: $7,800	2	$15,600.00	each: $8,900	2	$17,800.00	each: $8,900	2	$17,800.00
Demobilization cost (outage only)	each: $6,000	2	$1,200.00	each: $6,850	2	$13,700.00	each: $6,850	2	$13,700.00
Millwright-Journeyman **(Straight Time Rate)**	Hour	1-100+	$117.00	Hour	1-100+	$135.00	Hour	1-100+	$140.00
Millwright-Journeyman **(1.5-time rate)**	Hour	1-100+	$171.00	Hour	1-100+	$197.00	Hour	1-100+	$204.00
Millwright-Journeyman **(2-time rate)**	Hour	1-100+	$227.00	Hour	1-100+	$260.00	Hour	1-100+	$269.00
Millwright-Foreman **(Straight Time Rate)**	Hour	1-100+	$117.00	Hour	1-100+	$135.00	Hour	1-100+	$140.00
Millwright-Foreman **(1.5-time rate)**	Hour	1-100	$171.00	Hour	1-100	$197.00	Hour	1-100	$204.00
Millwright-Foreman **(2-time rate)**	Hour	1-100	$227.00	Hour	1-100	$260.00	Hour	1-100	$269.00
Heavy Equipment Operator **(Straight Time Rate)**	Hour	1-100	$85.01	Hour	1-100	$107.00	Hour	1-100	$107.00
Heavy Equipment Operator **(1.5-time rate)**	Hour	1-100	$125.01	Hour	1-100	$157.00	Hour	1-100	$157.00
Heavy Equipment Operator **(2-time rate)**	Hour	1-100	$164.01	Hour	1-100	$207.00	Hour	1-100	$207.00
Heavy Equipment Operator- Foreman **(Straight Time Rate)**	Hour	1-100	$85.01	Hour	1-100	$107.00	Hour	1-100	$107.00
Heavy Equipment Operator- Foreman **(1.5-time rate)**	Hour	1-100	$125.01	Hour	1-100	$157.00	Hour	1-100	$157.00
Heavy Equipment Operator – Foreman **(2-time rate)**	Hour	1-100	$164.01	Hour	1-100	$207.00	Hour	1-100	$207.00
Crane Operator-Journeyman **(Straight Time Rate)**	Hour	1-100	$85.01	Hour	1-100	$107.00	Hour	1-100	$107.00
Crane Operator-Journeyman **(1.5-time rate)**	Hour	1-100	$125.01	Hour	1-100	$157.00	Hour	1-100	$157.00
Crane Operator-Journeyman **(2-time rate)**	Hour	1-100	$164.01	Hour	1-100	$207.00	Hour	1-100	$207.00
Laborer-Journeyman **(Straight Time Rate)**	Hour	1-100	$74.75	Hour	1-100	$89.00	Hour	1-100	$94.00
Laborer-Journeyman **(1.5-time rate)**	Hour	1-100	$109.75	Hour	1-100	$131.00	Hour	1-100	$137.00
Laborer-Journeyman **(2-time rate)**	Hour	1-100	$143.75	Hour	1-100	$172.00	Hour	1-100	$180.00
Management Supervisor **(Straight Time Rate)**	Hour	1-100	$117.00	Hour	1-100	$135.00	Hour	1-100	$110.00
Management Supervisor **(1.5 time rate)**	Hour	1-100	$171.00	Hour	1-100	$197.00	Hour	1-100	$157.00
Management Supervisor **(2-time rate)**	Hour	1-100	$227.00	Hour	1-100	$260.00	Hour	1-100	N/A
Shop Labor-Fabricator/Machinist **(Straight Time Rate)**	Hour	1-100	$70.00	Hour	1-100	$80.00	Hour	1-100	$85.00
Shop Labor-Fabricator/Machinist **(1.5 time rate)**	Hour	1-100	$70.00	Hour	1-100	$114.00	Hour	1-100	$122.00
Crane Operator-Journeyman **(Straight Time Rate)**	Hour	1-100	$85.01	Hour	1-100	$107.00	Hour	1-100	$107.00
Crane Operator-Journeyman **(1.5-time rate)**	Hour	1-100	$125.01	Hour	1-100	$157.00	Hour	1-100	$157.00
Crane Operator-Journeyman **(2-time rate)**	Hour	1-100	$164.01	Hour	1-100	$207.00	Hour	1-100	$207.00

Scissors Lift-at least 26-foot working height	Day Week	1-100	$56.00 $126.00	Day Week	1-100	$95.00 $270.00	Day Week	1-100	$95.00 $270.00
Pick-up Truck-1/2 ton	Day Week	1-100	$72.00 $277.00	Day Week	1-100	$105.00 $420.00	Day Week	1-100	$105.00 $420.00
Pick-up Truck-3/4 ton	Day Week	1-100	$72.00 $277.00	Day Week	1-100	$105.00 $420.00	Day Week	1-100	$105.00 $420.00
Forklift-5,000 Lb.	Day Week	1-100	$171.00 $512.00	Day Week	1-100	$225.00 $780.00	Day Week	1-100	$225.00 $780.00
Welder-250 Amp	Day Week	1-100	$66.00 $252.00	Day Week	1-100	$85.00 $375.00	Day Week	1-100	$85.00 $375.00
Welder-300 XMT Amp	Day Week	1-100	$66.00 $252.00	Day Week	1-100	$85.00 $375.00	Day Week	1-100	$85.00 $375.00
Cargo Tool Trailer/ Office	Day Week	1-100	$80.00 $320.00	Day Week	1-100	$110.00 $440.00	Day Week	1-100	$110.00 $440.00
Manlift 40'w/Knuckle boom	Day Week	1-100	$132.00 $315.00	Day Week	1-100	$250.00 $725.00	Day Week	1-100	$250.00 $725.00
Manlift 80'	Day Week	1-100	$776.00 $2,300.00	Day Week	1-100	$910.00 $2,800.00	Day Week	1-100	$910.00 $2,800.00
Scissor lift	Day Week	1-100	$56.00 $126.00	Day Week	1-100	$95.00 $270.00	Day Week	1-100	$95.00 $270.00
Carry deck crane	Day Week	1-100	$179.00 $680.00	Day Week	1-100	$625.00 $1,700.00	Day Week	1-100	$625.00 $1,700.00
20-ton crane	Day Week	1-100	$600.00 $2,400.00	Day Week	1-100	$1,300.00 $3,900.00	Day Week	1-100	$1,300.00 $3,900.00
80-ton crane	Day Week	1-100	$1,323.00 $5,040.00	Day Week	1-100	$1,750.00 $5,000.00	Day Week	1-100	$1,750.00 $5,000.00
All terrain forklift	Day Week	1-100	$231.00 $624.00	Day Week	1-100	$250.00 $650.00	Day Week	1-100	$250.00 $650.00
% Markup for Sub contractors/ Parts /materials			15%			15%			15%

Knight Const. & Supply **Dave Knight dave@knightconst.com** **Ryan Reed ryan@knightconst.com** **509 276 2229**	**Base Year Pricing was per Knight's response to PW ITB 5506-21**	Signature Date		Signature Date 8/11/25

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KNIGHT CONST. & SUPPLY, INC.

Business name: KNIGHT CONST. & SUPPLY, INC.

Entity type: Profit Corporation

UBI #: 600-074-664

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Mailing address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Deer Park General Business				Active	Jul-31-2026	Sep-21-2020
Millwood General Business - Non-Resident				Active	Jul-31-2026	Aug-10-2023
Minor Work Permit				Active	Jul-31-2026	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2026	Nov-28-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNIGHT, DAVID	
KNIGHT, DOUGLAS J	

The Business Lookup information is updated nightly. Search date and time: 8/26/2025 10:09:31 AM

Contact us

How are we doing?
Take our survey!

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

KNIGCON-01 GHAYES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2025

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	CONTACT NAME: Cara Longinotti	
Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 363-4042	FAX (A/C, No):
	E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED	INSURER B : Cincinnati Indemnity Company	23280
Knight Const. & Supply, Inc. 2601 E 6th St Deer Park, WA 99006	INSURER C : Evanston Insurance Company	35378
	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ENP 0587046	8/19/2025	8/19/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	ENP 0586986	8/19/2025	8/19/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			ENP 0587046	8/19/2025	8/19/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution/Prof Liab.			MMAENV005123	8/19/2025	8/19/2027	Each Occurrence	5,000,000

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

Project: Waste To Energy Mechanical Repairs

City of Spokane is additional insured, on a primary/non-contributory basis, including waiver of subrogation, as per the attached forms.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201-3316

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Grace Hayes

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

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

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

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	14
11. Broadened Notice Of Occurrence	14
12. Nonowned Aircraft	14
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

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

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

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

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

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

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

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

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

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

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

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

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

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

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

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

2) Any express warranty unauthorized by you;

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

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

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

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

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

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

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

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

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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

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

(ii) The construction, erection or removal of elevators; or

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

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

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

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

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

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
ANY JOB SITE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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

a. Insureds;

b. Claims made or "suits" brought; or

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

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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

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

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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

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

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CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

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

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

b. 30 days.

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

a. Necessary and actual expenses incurred; or

b. $50 per day.

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

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

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

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

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

SECTION I - COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

(1) Such “pollution condition” originates at a "non-owned disposal site";

(2) The "pollution condition" arises from waste or material generated by "your work"; and

(3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

(1) At, on, or under a Designated Location shown in the Declarations; or

(2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

(a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(b) The "pollution condition" commences during the policy period;

(c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

(d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

(e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

(1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(b) Commences during the policy period; and

(c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

(2) This insurance applies to "professional loss" only if:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

(2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

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

b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

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

2. Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

a. Have the right to investigate any "claim"; and

b. Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

(1) The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

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

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

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

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

a. If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

(2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II - EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

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

(1) Employment by the insured; or

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

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

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

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

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

This exclusion does not apply to:

(1) The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or

(2) "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property; or

b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

(2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

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

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

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

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

c. Resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

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

(b) Has been discharged or dispersed therefrom;

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

(3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

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

"Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

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

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

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

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

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

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

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

"Property damage" includes all forms of radioactive contamination of property.

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

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of any location covered by this policy;

b. "Bodily injury" or "property damage" arising out of:

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

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

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

18. Workers' Compensation And Similar Laws

Any obligation of any insured under workers' compensation, disability benefits, unemployment compensation law, or any similar law.

19. Your Products

"Loss" arising out of "your product":

a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

B. With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

a. Refusal to employ that person;

b. Termination of that person's employment; or

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

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

SECTION III - WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse or "domestic partner" are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouse or "domestic partner" are also insureds, but only with respect to the conduct of your business.

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

d. A corporation or an organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

a. You report all such entities to us within 180 days after you have acquired the organization; and

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

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

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

(1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such insured; and

(3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims-made coverage provided by this policy with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of insurance available under this policy for future payment of "professional loss"; and

4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. Any insured fails to repay any self-insured retention amount we have paid;
3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
   a. 10 days prior to cancellation if we cancel for non-payment of premium;
   b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
   c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
   a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
   b. You are required by written contract to provide the additional insured with such notice; and
   c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:

   a. How, when, and where the "pollution condition" or "wrongful act" took place;

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

   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";

   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";

   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and

   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".

2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.

3. If a "claim" is made against any insured:

   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and

   b. You and any other involved insured must:

      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and

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

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:

   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or

   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections And Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes, or standards.

3. Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

I. Legal Action Against Us

No person or organization has a right under this policy:

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

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

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

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

(3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

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

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

(1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

3. Method Of Sharing

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

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

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

b. Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

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

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;

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

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

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

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

2. Separately to each insured against whom a "claim" is made.

P. Transfer Of Rights Of Recovery Against Others To Us

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

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of $10,000, if:

1. A "claim" has not entered into litigation;

2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII - DEFINITIONS

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

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means the insured's or our receipt of:

1. A written demand for "loss"; or

2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories or possessions; and

2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

K. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

(a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

(b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

M. "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to environmental law are incurred.

P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

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

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

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

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

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

T. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

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

3. Piracy or unfair competition;

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

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

U. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

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

a. After it is moved from the place where it is accepted for movement into or onto a vehicle;

b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

W. "Loss" means "pollution loss" or "professional loss".

X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

Z. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

2. "Cleanup costs".

EE. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

3. Taxes, fines, or penalties imposed by law;

4. Sanctions;

5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:

(a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(b) The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

1. Means:

(a) Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 13, 2025

WA UBI No.	600 074 664
L&I Account ID	271,413-00
Legal Business Name	KNIGHT CONST & SUPPLY INC
Doing Business As	KNIGHT CONST & SUPPLY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	OPR 2024-0929		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6163-24
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27852
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT RENEWAL FOR ON-SITE VALVE REPAIRS		

Agenda Wording

Renewal 1 of 4 to Industrial Service Solutions (Longview, WA) for on-site valve repair services at the Waste to Energy Facility from 1/1/2026-12/31/2026 and a total cost not to exceed $150,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility has many valves that are critical to its operations. On-site maintenance is required for safe and efficient operation. A valve failure could result in a plant shutdown. On Sep. 30, 2024, bidding closed on ITB 6163-24 for these valve repair services and Industrial Service Solutions, LLC was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals. This will be the first renewal. Rates are unchanged.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?	YES
Total Cost	$ 150,000.00
Current Year Cost	$ 150,000.00
Subsequent Year(s) Cost	$ 150,000.00

Narrative

This is a routine repair and maintenance expense that is planned for annually in the Solid Waste Disposal budget. All funds are not typically utilized on this type of contract but need to be in place to avoid emergency spending in the event of failures.

Amount		Budget Account
Expense	$ 150,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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rrinderle@spokanecity.org	

City Clerk's No. OPR 2024-0929

City of Spokane

CONTRACT RENEWAL #1 of 4

Title: ONSITE VALVE REPAIR SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INDUSTRIAL SERVICE SOLUTIONS, LLC.**, whose address is 213 Douglas St., Longview, Washington 98632, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Onsite Valve Repair Services, scheduled and unscheduled at the Waste to Energy Facility; and

WHEREAS, the initial Contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated November 21, 2024 and November 22, 2024, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on January 1, 2026, and shall end December 31, 2026.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00), plus applicable sales tax**, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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

INDUSTRIAL SERVICE SOLUTIONS, LLC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
25-191

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

		Vendor	Bay Valve Service, LLC		Bay Valve Service, LLC	
OPR 2024-0929			Base Period		Base Period	
Onsite Valve Repair Services; Scheduled and Unscheduled			Valid From 1/1/25 to 12/31/25		1st Renewal Valid From 1/1/26 to 12/31/26	
Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Cold Iron Outage	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	344 hours, more or less	$158 / HR	$54,352.00	$158 / HR	$54,352.00
2	Overtime Labor	299 hours, more or less	$238 / HR	$71,162.00	$238 / HR	$71,162.00
3	Mob		$25,000.00		$25,000.00	
4	Demob		$25,000.00		$25,000.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Specialty Equipment, ECT		$12,500.00		$12,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied	
BID ITEM 2: UNIT PRICE PER NON-COLD IRON OUTAGE						
Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Non-Cold Iron Outage	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	80 hours, more or less	$158/ HR	$12,640.00	$158/ HR	$12,640.00
2	Overtime Labor	40 hours, more or less	$238/ HR	$9,520.00	$238/ HR	$9,520.00
3	Mob		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied	

BID ITEM 3: EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	16 hours, more or less	$158/ HR	$2,528.00	$158/ HR	$2,528.00
2	Overtime Labor	8 hours, more or less	$238 / HR	$1,904.00	$238 / HR	$1,904.00
3	Mob		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied	

BID ITEM 4: NONE-EMERGENCY UNSCHEUDLED SERVICES

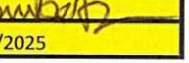
Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for NONE-EMERGENCY; UNSCHEDULED SERVICES	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	16 hours, more or less	$158 / HR	$2,528.00	$158 / HR	$2,528.00
2	Overtime Labor	8 hours, more or less	$238 / HR	$1,940.00	$238 / HR	$1,940.00
3	Mob		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied	

Industrial Service Solutions aka Bay Valve Service, LLC

Mike Dombek, Branch Manager, mike.dombek@iss-na.com

Phone 360-578-0658

Base Year Pricing Was Per Bay Valve's Response To ITB 6163-24

NAME	MIKE DOMBECK
SIGNATURE	
DATE	7/29/2025

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: INDUSTRIAL SERVICE SOLUTIONS, LLC

Business name: BAY VALVE SERVICE & ENGINEERING, LLC

Entity type: Limited Liability Company

UBI #: 603-199-008

Business ID: 001

Location ID: 0002

Location: Active

Location address: 213 DOUGLAS ST
LONGVIEW WA 98632-1771

Mailing address: 4385 S 133RD ST
TUKWILA WA 98168-3284

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Kelso General Business - Non-Resident	A040099			Active	Jan-31-2026	Apr-23-2015
Longview General Business	824907			Active	Jan-31-2026	Feb-06-2018
Spokane General Business - Non-Resident				Active	Jan-31-2026	Jan-22-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HERNAWATI, ELLY	CORPORATE CONTROLLER
PAGE, TAMMY	

Registered Trade Names

Registered trade names	Status	First issued
BAY VALVE SERVICE	Active	Jul-24-2012
BAY VALVE SERVICE & ENGINEERING LLC	Active	Feb-13-2017
INDUSTRIAL SERVICE SOLUTIONS, LLC	Active	Mar-18-2024

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/6/2025 8:02:36 AM

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/11/2025		
Clerk's File #	OPR 2025-0615		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	LUIS GARCIA 6850	**Requisition #**	
Contact E-Mail	LGARCIA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	HOMELESS ENCAMPMENTS ON WSDOT RIGHT OF WAY RENEWAL		

Agenda Wording

This contract is an extension of an existing partnership and scope of work between the City of Spokane and WSDOT. This contract will continue homeless encampment and related impacts, such as litter and graffiti removal, on and adjacent to WSDOT properties, including I90 and multiple state highways within the city limits.

Summary (Background)

WSDOT and the City desire to renew an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway rights-of-way.

What impacts would the proposal have on historically excluded communities?

An intent of this agreement is to continue to connect people experiencing homelessness with services. By allowing for local government to respond, the response times will be enhanced to protect the occupants of the encampment as well as the public at large.

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

N/A- No collection of data will be collected or impact the determination of encampment clean-up pursuant to the agreement. Service providers may collect information, however that would be outside of this contract.

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

Complaints will be received and responded to in the same manner as the existing encampment clean-up. The reporting component will remain the same as the existing impactful program.

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 agreement is in compliance with a clean and safe Spokane, which includes properties owned by state agencies.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 445,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Spokane responds to encampments throughout the city and in many cases, overlap with WSDOT properties. This contract will provide funding support for these efforts in a reimbursement model. This agreement can also be used to support social service outreach

Amount		Budget Account
Neutral	$ $445,000	# 1200-95165-99999-33436-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

The contract is intending to be reoccurring as the need will continue.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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akiehn@spokanecity.org	jruffing@spokanecity.org

Interlocal Agreement
Between
Washington State Department of Transportation (GCC 1226)
And
City of Spokane

This Agreement is between the Washington State Department of Transportation (WSDOT or department) and City of Spokane (City); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

Recitals

A. ESSB5161 effective May 20,2025, provides the Transportation Budget for the 2025-2027 Biennium.

B. Section 216 (5) (EXHIBIT A) provides $1,000,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Spokane, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. Of the amounts provided in this subsection, $555,000 is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to $445,000 of the city's expenses for clean-up crews and landfill costs.

C. WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT right of way by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **General**

1.1 The sections of state and interstate routes inside City corporate limits within jurisdiction of WSDOT subject to this Agreement shall include the following: US2, I90, US195, US395, North Spokane Corridor (NSC), NSC Children of the Sun Trail, SR290, and SR291.

1.2 The City will follow adopted City policies and procedures for employee safety and personal protective equipment when completing encampment cleanup work as shown in exhibit B.

1.3 The City will provide labor, tools, and equipment to remove materials and repair sites inside or adjacent to WSDOT right of way and property damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, tree limbs, mowing, fence repair and installation and similar work performed to create open sites to help with enforcement and safety.

1.4 The City will enforce trespass laws pursuant to RCW on properties with appropriate No Trespass signage.

1.5 No Camping – City will enforce chapter 12.02 Obstruction, Encroachment of Public Ways as shown in exhibit C.

1.6 The City will notify WSDOT of vehicles parked or stored on WSDOT right of way and property covered by this agreement. WSDOT will issue trespass orders for parked or stored vehicles and will remove said vehicles from WSDOT right of way and property. Vehicles on City streets and right of way directly adjacent to WSDOT right of way and property will be addressed by City staff in accordance with current City policies and procedures.

1.7 WSDOT will post and maintain “No Trespass” signs on WSDOT owned right of way and property. The sign locations will be agreed upon by both parties and pursuant to WSDOT’s Guidelines to Address Illegal Camping within State Right of Way. If requested by WSDOT the Spokane Police Department will be present during the posting of signage.

1.8 WSDOT will maintain all existing barrier infrastructure and other Crime Prevention Through Environmental Design (CPTED) elements including, but not limited to:

- Fencing
- Vegetation (unless agreed to alter by both parties).
- Hard infrastructure not listed as City responsibility below.

1.9 WSDOT shall coordinate the appropriate traffic control to ensure safety of laborers, and the traveling public as needed for cleanup work adjacent to active traffic on State Routes.

1.10 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).

1.11 The City may provide outreach services for the purpose of connecting at-risk populations with critical wrap-around social services and resources for aiding and improving the capability of homeless persons to leave WSDOT right of way and property for safer and more subsistent living conditions.

1.12 In conjunction with WSDOT, the City will monitor and clean WSDOT right of way and property based on existing maintenance routes to help ensure homeless

encampments do not form or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time, and equipment availability.

1.13 At the request of the City, WSDOT will participate in meetings and develop reclamation plans for any identified homeless sites. During these meetings, WSDOT and the City will agree on work to be performed to reduce accessibility and use of WSDOT right of way and property.

1.14 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2027, or before if available funding is fully expended.

2. Payment

2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed Four Hundred Forty-Five Thousand Dollas ($445,000).

2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.

2.4 Invoices and Payment
The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each invoice shall include the following items:

- Agreement number and title.
- Invoice number.
- Period covered by the invoice (specific beginning and ending calendar days).
- Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
- A brief narrative progress report that addresses progress of the work performed by the City.

2.5 State Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the City is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the City prior to July 1 must be submitted to the WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The City will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the City late payment fees, interest, or incidental costs incurred by the City or any other costs related to a delayed payment if the City fails to comply with the invoice requirements of this Section.

2.6 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

3. Dispute Resolution

3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.

3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.

3.2.2 If unresolved, the WSDOT and City's project manager listed in section 8.1 shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.

3.2.3 If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relive under this Agreement in a court of law. The Parties agree that they have no right to

relief in a court of law until they have completed the dispute resolution process outlined in this section.

4. Modification

4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5. Indemnification and Insurance

5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.

5.2 The City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. The City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars ($2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars ($5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million $1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the commercial general liability coverage provided under the "risk pool" coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

In the event the City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance

coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

6. Governing Law and Venue

6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston/Spokane Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7. Independent capacity

7.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

8. Contacts and Notices

8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City Project Manager shall be:
Name: Luis Garcia
Title: Director, Code Enforcement & Parking Services
Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201
Phone: 509.625.6850
Email: lgarcia@spokanecity.org

WSDOT Project Manager shall be:
Name: Kurt Kaufman
Title: Maintenance Operation Manager
Address: 2714 N. Mayfair Street
Spokane, WA 99207
Phone (509) 324-6583
Email: kaufmak@wsdot.wa.gov

9. Severability

9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. Termination

10.1 Neither WSDOT nor the City may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

11. No Third-Party Beneficiaries

11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this

Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

12. Audits/Records

12.1 All records for the PROJECT in support of all costs incurred shall be maintained by the Parties for a period of six (6) years. The Parties shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

12.2 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.

12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties understand that such records and documents related to this Agreement are subject to public release through state public disclosure requests. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

13. Business Days

13.1 Business days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

14. Counterparts

14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Spokane	**Washington State Department of Transportation**
By:	By:
Printed:	Printed: Charlene Kay
Title:	Title: Region Administrator
Date:	Date:
Approved as to Form City of Spokane	**Approved as to Form Washington State Department of Transportation**
By:	By:
Printed:	Printed: Alex Straub
Title:	Title: Assistant Attorney General
Date:	Date:

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE SENATE BILL 5161

Chapter 416, Laws of 2025

(partial veto)

69th Legislature
2025 Regular Session

TRANSPORTATION BUDGET

EFFECTIVE DATE: May 20, 2025—Except for section 723, which takes effect July 27, 2025.

Passed by the Senate April 27, 2025
Yeas 34 Nays 13

DENNY HECK

President of the Senate

Passed by the House April 27, 2025
Yeas 80 Nays 18

LAURIE JINKINS

Speaker of the House of Representatives

Approved May 20, 2025 3:22 PM with the exception of sections 108(4), 108(6), 205(1), 208(5), 208(11), 208(19), 208(22), and 1009 lines 23-24, which are vetoed.

BOB FERGUSON

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5161** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

Secretary

FILED

May 20, 2025

Secretary of State
State of Washington

Motor Vehicle Account—Federal Appropriation. $7,000,000
Move Ahead WA Account—State Appropriation. $53,675,000
Puget Sound Gateway Facility Account—State
Appropriation. $3,402,000
RV Account—State Appropriation. $1,100,000
State Route Number 520 Corridor Account—State
Appropriation. $4,726,000
Tacoma Narrows Toll Bridge Account—State
Appropriation. $1,585,000
Alaskan Way Viaduct Replacement Project Account—
State Appropriation. $10,752,000
Interstate 405 and State Route Number 167 Express
Toll Lanes Account—State Appropriation. $2,624,000
TOTAL APPROPRIATION. $655,954,000

The appropriations in this section are subject to the following conditions and limitations:

(1) $5,000,000 of the motor vehicle account—state appropriation is provided solely for a contingency pool for snow and ice removal. The department must notify the office of financial management and the transportation committees of the legislature when they have spent the base budget for snow and ice removal and will begin using the contingency pool funding.

(2) $25,000,000 of the motor vehicle account—state appropriation is provided solely for repair and replacement of traffic barriers including, but not limited to, low-speed concrete barriers, beam guardrails, steel-backed timber guardrails, and other systems necessary to fabricate, construct, and install traffic barriers to improve safety on state highway infrastructures.

(3) $11,500,000 of the motor vehicle account—state appropriation is provided solely for lane striping using the most reflective paint available to maximize the visibility of lane striping, especially at night.

(4)(a) $5,000,000 of the motor vehicle account—state appropriation is provided solely for the department to address the risks to safety and public health associated with homeless encampments on department owned rights-of-way. The department must coordinate and work with local government officials and social service organizations who provide services and direct people to housing alternatives that are not in highway rights-of-way to help

prevent future encampments from forming on highway rights-of-way and may reimburse the organizations doing this outreach assistance who transition people into treatment or housing or for debris clean up on highway rights-of-way. Of the amounts provided in this subsection, a minimum of $2,000,000 must be used to deliver more frequent removal of litter on the highway rights-of-way that is generated by unsheltered people and may be used to hire crews specializing in collecting and disposing of garbage, clearing debris or hazardous material, and implementing safety improvements where hazards exist to the traveling public and department employees. The department may use these funds to either reimburse local law enforcement costs or the Washington state patrol if they are providing enhanced safety to department staff during debris cleanup or during efforts to prevent future encampments from forming on highway rights-of-way.

(b) Beginning November 1, 2025, and semiannually thereafter, the Washington state patrol and the department of transportation must jointly submit a report to the governor and the transportation committees of the legislature on the status of these efforts, including:

(i) A summary of the activities related to addressing encampments, including information on arrangements with local governments or other entities related to these activities;

(ii) A description of the planned activities in the ensuing two quarters to further address the emergency hazards and risks along state highway rights-of-way; and

(iii) Recommendations for executive branch or legislative action to achieve the desired outcome of reduced emergency hazards and risks along state highway rights-of-way.

(5) $1,000,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Spokane, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. Of the amounts provided in this subsection, $555,000 is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to $445,000 of the city's expenses for clean-up crews and landfill costs.

CITY OF SPOKANE EXECUTIVE ORDER	EO 2020-0017 LGL 2020-0008
TITLE: **DIRECTIVE OF THE MAYOR REGARDING ADOPTION OF AN ADMINISTRATIVE POLICY** EFFECTIVE DATE: November 13th, 2020 REVISION DATE IF APPLICABLE:	RECEIVED NOV 13 2020 CITY CLERK'S OFFICE

Pursuant to the City of Spokane (the "City") Administrative Policy and Procedure Number 0325-18-1, Section 5.2.1, the Mayor hereby issues this Directive:

AUTHORITY:

Section 5.2.1 provides in part as follows:

Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two week period prior to final adoption, *unless* (emphasis added), directed otherwise by the Mayor or City Administrator.

ACTION:

In this instance the undersigned Mayor of the City directs that the Encampment Removal and Cleanup Policy, attached hereto as Exhibit "A", is to become effective immediately upon signature, for the reasons set forth herein.

1) The effective date of the application of this Policy is necessary in order to resolve litigation filed in the United States District Court for the Eastern District of Washington captioned David Ham vs. City of Spokane, case No. 2:19-cv-00236-TOR; and

2) The potential enforcement of the City Municipal Code provisions that prohibit camping on public lands may create the need for additional camp site clean ups and this policy and procedure will provide rules and guidelines for certain property found in any encampments

Dated this 13 day of November, 2020.

Nadine Woodward
Mayor Nadine Woodward

CITY OF SPOKANE WASHINGTON

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Publication: _____

Effective Date: 11/13/2020

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1200-20-01 LGL 2020-0022
TITLE: **ENCAMPMENT REMOVAL AND CLEANUP POLICY** EFFECTIVE DATE: **November 13, 2020** REVISION DATE:	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this policy is to establish criteria and outline procedures for the removal and cleanup of encampments.

The intent of this policy is to promote the interests of public health and safety while also respecting the rights of unsheltered individuals and connecting them with available shelter services. The public health and safety concerns related to encampments have generated innumerable citizen complaints and have prompted city departments to send crews of personnel to clean up garbage and solid waste. The City's efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter.

Behaviors associated with encampments have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, biohazards such as exposed human waste, damage to critical infrastructure such as bridges and streets, and significant interference with the intended uses of public facilities. Additionally, there have been threats to the health and safety of the campers themselves and to the community.

The City of Spokane intends to address these issues by establishing this Encampment Removal and Cleanup Policy.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the Spokane Police Department, Parks and Recreation and Neighborhood and Business Services.

3.0 REFERENCES

Washington State Constitution, Article XI, section 11
Spokane City Charter, Article 1 section 3
Spokane Municipal Code - Article VI. Protection of Public Lands and Properties, sections 12.02.1000 through 12.02.1012
Spokane Municipal Code section 12.02.0208
Spokane Municipal Code section 12.02.0737
Spokane Municipal Code section 10.10.026
Spokane Municipal Code section 12.06A.040.H.1

4.0 DEFINITIONS

4.1 Encampment means a site where one or more individuals or groups of persons temporarily reside outdoors.

5.0 POLICY

5.1 It is the policy of the City of Spokane to remove and clean up encampments on public property while respecting the personal property rights of campers.

6.0 PROCEDURE

6.1 REMOVAL AND CLEANUP CRITERIA

A. Any encampment on public property may be designated for removal and cleanup consistent with this policy.

B. The City will prioritize removal if any of the following conditions is observed or reasonably suspected in connection with an encampment:

1. physical threats or violence;

2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking, malicious mischief);

3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);

5. any other substantial threat to public health or safety;

6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;

7. significant amounts of trash;

8. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);

9. occupation of an area in which the public is not allowed to be present during the times camping is occurring.

C. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal should be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras.

D. In addition to documentation with regard to the aforementioned conditions, the police officer or other person responsible for documentation should include a statement whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

6.2 REMOVAL AND CLEANUP PROCEDURES

A. Unoccupied Encampments – Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

1. Contents of Notice

The written notice will provide at least the following notifications:

a. Campers must remove all their belongings from the site within 48 hours.

b. Campers should not leave behind any items they want to keep.

c. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.

d. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.

e. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.

f. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.

g. Basic contact information for campers seeking shelters or social services.

2. Cleanup - After 48 hours, the City will clean up the site within a reasonable period of time.

    a. Any campers who are present at that time will be directed to remove their belongings from the site.

i. Items that a camper leaves behind will be deemed abandoned.

ii. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.

b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:

i. presence of one or more hypodermic needles (especially if uncapped);

ii. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;

iii. a tent or space that is soaked in liquid or mud;

iv. any other similar indication that further inspection or manipulation would be unsafe.

c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:

i. circumstances indicate that the item belongs to a person;

ii. the item has apparent utility in its current condition and circumstances; and

iii. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:

   i. hazardous (e.g., items contaminated with human waste, explosives, moldy items);

   ii. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);

   iii. practically un-storable, due to large size, weight, or other similar characteristic;

   iv. contraband or stolen;

   v. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.

e. Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.

3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.

4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.

a. Items that a camper leaves behind will be deemed abandoned.

b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.

2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Other Expedited Removals

1. The following types of encampments are subject to expedited removal even if the encampment is unoccupied:

a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.

b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.

c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).

d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).

e. An encampment that appears to have been entirely abandoned (e.g., no persons present and no indication anyone is likely to return for remaining items).

2. In an expedited removal, the notice specified in Section (A)(1) is not required. The City will otherwise follow the same clean-up procedures specified in this policy.

6.3 No part of this Encampment Removal and Cleanup Policy is intended to create any private or other cause of action.

7.0 RESPONSIBILITIES

7.1 Departments are required to coordinate efforts to comply with this policy.

8.0 APPENDICES

Not applicable.

APPROVED BY:

Chief of Police

Director of Parks and Recreation

City Attorney

Director of Community and Economic Development

City Administrator (Interim)

11/20/2020
Date

City of Spokane

Camp Removals – Property Storage
Commonly Encountered Items

In the course of responding to reports of illegal camping on public land in the City of Spokane, items are encountered and determinations must be made on site whether to discard or store items. This list is not intended to be all-inclusive and determinations will be made in accordance with the City's Encampment Policy, in good faith and in the interest of the safety of city employees, the personal property rights of campers, and the general health and welfare of the public and its infrastructure. For more information, see the City's Encampment Removal and Cleanup Policy.

Items commonly encountered that <u>will be stored</u> unless in a disqualifying condition (broken, not safely accessible, unsanitary, impractical to store, contraband, or clearly abandoned):

- Items of obvious value (such as intact personal electronics, jewelry, debit/credit cards)
- Legal documents and identification cards
- Intact medical equipment (including prosthetics, wheelchairs, canes, eye glasses)
- Suitcases, backpacks, and other personal bags
- Clothing and bedding
- Tents
- Intact and undamaged bicycles, scooters, and other personal transportation implements
- Tools and cooking equipment

Items encountered that, in the City's experience, commonly are abandoned and presumptively <u>will not be stored</u>:

- Scrap materials, such as lumber, pallets, tarps, plastic, and tires
- Parts of physical structures
- Couches and mattresses

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/19/2025

Date Rec'd	4/18/2025
Clerk's File #	ORD C36679
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MICHAEL 625-6257
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	MCATHCART JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0320-ORDINANCE REINSTATING PROPOSITION 1

Agenda Wording

Ordinance reinstating the provisions of Proposition 1

Summary (Background)

Proposition 1, expanding the prohibitions on camping on public property to within 1000 feet of schools, parks, and child care centers, was adopted by the voters in 2023, receiving nearly 75% of the votes cast. Proposition 1 was recently overturned by the Washington Supreme Court in Jewels Helping Hands v. Hansen, which held the citizen initiative measure was an improper adoption of an "administrative" matter and not a proper subject for an initiative. The City Council is not limited by the court's holding, and this ordinance would reinstate the provisions of Proposition 1.

FIRST READING OF THE ABOVE ORDINANCE HELD ON
June 2, 2025
AND FURTHER ACTION WAS DEFERRED
CITY CLERK

PASSED BY SPOKANE CITY COUNCIL:
June 30, 2025
CITY CLERK

What impacts would the proposal have on historically excluded communities?

Unclear. Spokane police indicated in the past that it did have, or use, resources to enforce Proposition 1, and the actual number of citations based on the provisions of Proposition 1 is still being assessed.

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

See above. It is not known what data is publicly available.

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

See above. It is not known what data is publicly available.

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 reinstates a provision of SMC 12.02.1010 that was approved by 75% of the voters.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The City Council adopted a biennial budget that includes appropriations for general enforcement of City laws by relevant departments.

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**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE C36679

An ordinance regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010,10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.1009 of the Spokane Municipal Code.

WHEREAS, feedback from roundtables, service providers, law enforcement, business leaders, property owners, and neighborhood leaders indicates that the current patchwork of public property ordinances lacks clarity and is inadequate in addressing the underlying causes of the conduct; and

WHEREAS, Spokane Police Officers need a straightforward tool with a clear standard for engaging, educating, and helping navigate individuals camping or obstructing access to public property to appropriate resources through an engagement-first and enforcement-second model; and

WHEREAS, prosecutors, defenders, and judges need clear standards to hold individuals accountable while protecting the rights of individuals subject to enforcement; and

WHEREAS, the City of Spokane has a responsibility to uphold the intent of voters while implementing ordinances that are not only clear and an effective tool for law enforcement, but also prioritize connecting individuals subject to enforcement with proven, evidence-based solutions; and

WHEREAS, in June of 2024, the U.S. Supreme Court issued its decision in City of Grants Pass v. Johnson, resulting in the ruling that local governments imposing civil and criminal penalties for camping on public land do not violate the Eighth Amendment and emphasizing the need for local governments to have flexibility in their response to homelessness; and

WHEREAS, regardless of the Grants Pass ruling, the City continues its efforts to assist those living unhoused within the community achieve temporary and permanent housing solutions; and

WHEREAS, the City is adopting this ordinance to evolve its approach to engage individuals camping or obstructing access to public properties with navigation to emergency shelter or permanent housing solutions, or other resources; and

WHEREAS, the City intends to establish constitutionally sound laws and regulations with clear standards for conduct on public property that are applicable citywide and with respect to all persons; and

WHEREAS, the City of Spokane does not conduct indiscriminate sweeps of camp sites rather determines if an active camp site requires integrated outreach according to the following guidelines and criteria prior to removal; and

WHEREAS, the City Council expects a thorough review of the implementation of this ordinance and expects to receive a report and briefing from administration staff at the Public Safety and Community Health Committee following ninety (90) days of implementation; and

WHEREAS, the decision of the Washington Supreme Court invalidating Proposition 1 provides an additional opportunity to consolidate and clarify the City's laws with respect to unlawful camping and use of public property; and

WHEREAS, the recent decision of the Washington Supreme Court invalidating Proposition 1 provides an additional opportunity to consolidate and clarify the City's laws with respect to unlawful camping and use of public property; and

WHEREAS, the City of Spokane seeks to streamline the Spokane Municipal Code while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.1011);

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.60.010 of the Spokane Municipal Code is repealed.

Section 2. That Section 10.60.020 of the Spokane Municipal Code is repealed.

Section 3. That there is adopted a new Section 12.02.1001 of the Spokane Municipal Code to read as follows:

Section 12.02.1001 Definitions

Term	Definition
Camp	Camp means to: 1. pitch, erect, occupy, or utilize camp equipment for the purposes of creating an outdoor accommodation for overnight shelter; or 2. to use a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes, or for the purpose of remaining overnight.
Camp Equipment	Camp Equipment includes but is not limited to tents, huts, temporary shelters, campers, recreational vehicles, trailers, tarpaulins, cots, beds, sleeping bags,

	hammocks, cooking facilities, or similar equipment.
Compliance	Compliance means to take substantial affirmative action to cease knowingly obstructing access to or use of public property.
Encampment	Encampment means a site on public property where one or more individuals or groups of persons temporarily reside outdoors with camp equipment; whether or not occupied.
First Responder	First Responders mean firefighters, law enforcement officers, and emergency medical personnel, as licensed or certificated by the State of Washington.
Knowingly Obstruct	Knowingly Obstruct means to: 1. Walk, stand, sit, lie, or place an object in such a manner as to impede the free passage of a person or vehicle or to require another person or a driver of a vehicle to take action to avoid physical contact; or 2. Camp in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit.
Park or Park Facility	Park or Park Facility means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands, and natural areas, shall be considered to be a "park facility" for purposes of this chapter.
Public Property	Public Property means any City-owned property including but not limited to parks or park facilities, libraries, riverbanks, waterways, conservation areas, natural areas, rights of way, easements,

	buildings, bridges, or other land or physical structures owned or managed by the City.
Right-of-Way	Right-of-Way means any street, avenue, boulevard, highway, sidewalk, alley, passageway, viaduct, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

Section 4. That Section 12.02.1002 of the Spokane Municipal Code is repealed.

Section 5. That there is adopted a new Section 12.02.1007 of the Spokane Municipal Code to read as follows:

Section 12.02.1007 Obstructing Access to or Use of Public Property

A. A person shall not knowingly obstruct access to or use of any portion of public property unless authorized by a local or state emergency declaration or pursuant to a permit.

B. A person shall not camp in or upon any portion of public property unless authorized by a local or state emergency declaration or pursuant to a permit.

C. The following shall not be considered camping or knowingly obstructing access to and use of public property if:

1. Committing such acts as a valid exercise of one's constitutional rights, which incidentally obstruct access to and use of public property to exercise that right;
2. Summoning aid for an emergency;
3. Obstructing access as a result of a sensory, mental, or physical disability;
4. Obstructing access as a result of using a wheelchair, walker, or similar device;
5. Operating or patronizing a licensed and permitted commercial establishment conducted on public property, or waiting in a line to purchase tickets or attend a performance or public event, or to gain entry to a business or non-profit adjacent to public property;
6. Participating in or attending a parade, festival, block party, performance, rally, demonstration, athletic event, meeting, or similar event conducted on public property pursuant to a special event or other applicable permit; or
7. Resting while waiting for transportation or resting on a chair, bench, parklet, sidewalk café, or streatery supplied by a public agency or by the abutting

private property owner or lessee for that purpose pursuant to a permit or license.

D. A violation of this section is a misdemeanor.

E. A person who complies after being notified by a Spokane Police Officer that their conduct violates this section shall not be subject to enforcement under this section. A person who initially complies but subsequently violates this section during the same law enforcement interaction may be subject to enforcement.

F. A person engaged by a Spokane Police Officer for conduct in violation of this section, who is offered and accepts from a first responder or City-designated outreach provider, navigation and relocation assistance to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility shall not be subject to enforcement under this section.

G. A person seeking additional time or assistance in complying with this section shall be accommodated to the extent practicable.

H. It is the intent of the City that a person subject to enforcement under this section be referred to a therapeutic court.

Section 6. That there is adopted a new Section 12.02.1009 of the Spokane Municipal Code to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

A. A notice shall be posted prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.

B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:

1. physical threats or violence.

2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);

3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);

5. any other substantial threat to public health or safety;

6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;

7. significant amounts of trash;

8. any knowing obstruction of access to or use of any portion of public property, or any camping in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit as set forth in SMC 12.02.1007 A and B;

9. occupation of an area in which the public is not allowed to be present during the times camping is occurring; or

10. directly adjacent to streets and moving vehicles.

C. The City shall prioritize and expedite the outreach efforts for navigation and relocation assistance to services or removal for any unauthorized encampment within 1000 feet of schools, parks, day care centers or childcare facilities, and emergency shelters.

D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section.

Section 7. That Section 12.02.1010 of the Spokane Municipal Code is repealed.

Section 8. That Section 12.02.1011 of the Spokane Municipal Code is repealed.

Section 9. The provisions of this ordinance shall only be enforceable on property or facilities under the jurisdiction of the Spokane Park Board or the Spokane Public Library Board of Trustees upon adoption by resolution by their respective boards.

Section 10. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the

validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 11. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on June 30, 2025

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

July 7, 2025
Date

8/6/2025
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/1/2025		
Clerk's File #	OPR 2025-0616		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0750 – MFTE CONDITIONAL AGREEMENT FOR 1728 E HARTSON AVE		

Agenda Wording

Conditional Multifamily Tax Exemption contract with GenJet INC, for the property located at 1728 E Hartson Ave, to create 8 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Switchback Apartments Conditional application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 8 residential units on the property at 1728 E Hartson Ave, within the East Central neighborhood (District 2). The property is zoned RMF, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 8-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. For projects that finalized under the 8-year exemption there are no income and rent restrictions, though properties must report annually.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Adam (Al) Lieb al@genjet.ai	abeck@spokanecity.org
sgardner@spokanecity.org	smacdonald@spokanecity.org
eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2025-

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and GenJet INC, as "Owner/Taxpayer" whose business address is PO Box 404, Liberty Lake, WA 99019.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LIBERTY PARK ADD LTS 1&2 BLK 1

Assessor's Parcel Number(s) 35213.1820, commonly known as 1728 E Hartson Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. The Owner/Taxpayer intends to construct on the site, approximately **8** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

4. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

5. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

6. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

7. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100

and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

8. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

9. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **twenty-five percent** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and

access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE	GenJet INC
By:	By:
City Administrator, Alex Scott	Owner/Taxpayer
Attest:	Approved as to form:
City Clerk	City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/14/2025		
Clerk's File #	OPR 2025-0647		
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY AND ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0750 – MFTE CONDITIONAL AGREEMENT FOR 2808 W CINCINNATI ST		

Agenda Wording

Conditional Multifamily Tax Exemption contract with Ho S Jun, for the property located at 2808 W Cincinnati St, to create 18 dwelling units. Following construction the project intends to finalize under the 12yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Cincinnati Apartments application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 18 residential units on the property at 2808 W Cincinnati St, within the Logan neighborhood (District 1). The property is zoned OR-35, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Affordable Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. For projects that finalized under the 12-year exemption, which requires income and rent restrictions, staff collect tenant income certifications as well. Annual reporting ensures projects maintain affordability compliance through the length of the exemption and that only income-qualifying tenants receive the benefit.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2025-0647

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and HO S JUN, as "Owner/Taxpayer" whose business address is 3211 E 55TH AVE # C119, SPOKANE, WA, 99223.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 08.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

08-25-43 WOLVERTON AND CONLANS L 1-3 B 46.

Assessor's Parcel Number(s) 35081.2213, commonly known as 2808 W Cincinnati St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE;

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. The Owner/Taxpayer intends to construct on the site, approximately **18** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

4. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

5. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies for the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

6. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

7. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 08.15.100

and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multifamily units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as transient lodging (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 08.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 08.15;

(c) for affordable multifamily housing units, information providing the household income, rent and utility cost of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

8. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multifamily housing for permanent residential occupancy as defined in SMC 08.15.020 and RCW 84.14.010, and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multifamily housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

9. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **thirty percent** of the multiple family housing units as affordable housing units to low and moderate-income households. The Owner/Taxpayer will ensure that the units within the twelve-year program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms, and are comparable to market-rate units in terms of functionality and

building amenities and access, in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 08.15.090 (D).

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 08.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 08.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 08.15 SMC.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

HO S JUN

_____

Owner/Taxpayer

TYRONE C MENDEZ

_____

Developer

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/29/2025		
Clerk's File #	OPR 2025-0648		
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	KERI 509-625-6577	**Requisition #**	
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	FY26-28 EVICTION PREVENTION FUNDING – SUBCONTRACT WITH SPOKANE		

Agenda Wording

Requesting approval to enter a $3,462,099 subcontract with Spokane County for FY2026-2028 eviction prevention services

Summary (Background)

CHHS successfully managed $3,462,099 in Eviction Prevention funds as the lead grantee during FY24-26, distributing subawards through two competitive RFPs to community-based providers and ensuring full compliance and spend-down. For the upcoming FY26-28 cycle, the Washington State Department of Commerce has clarified that, under this funding source, eviction prevention funds can be awarded only to counties rather than cities. As a result, Spokane County will subgrant the same amount to the City of Spokane to support eviction prevention services within city limits. CHHS will continue to administer the funds, oversee program compliance, and competitively select qualified providers. A public RFP process has been issued seeking subcontractors for eviction prevention services. Organizations already fully funded for eviction prevention through Spokane County will not be considered for City subawards. Culturally specific providers and organizations serving disproportionately impacted communities are prioritized. This funding remains a key strategy in preventing housing loss and reducing entries into homelessness.

What impacts would the proposal have on historically excluded communities?

A minimum 10% of funds must be distributed through by-and-for organizations to ensure resources are directed to communities most affected by housing instability.

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?

Subrecipients are required to collect and report client demographics and outcome data in alignment with state (Commerce CHG) and federal (HUD HMIS) standards. This data is analyzed and reported to assess program impact, identify disparities, and guide strategies to improve equitable service delivery.

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

Subrecipient projects must actively support the goals and metrics outlined in the Spokane Continuum of Care's 2025-2030 Strategic Plan to Prevent and End Homelessness, including: Reducing returns to homelessness, increasing housing retention and exits to permanent housing, and employment and income growth. CHHS will use these benchmarks in contract monitoring and to inform system-wide adjustments to improve performance and impact.

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 program aligns with the Spokane Continuum of Care 2025-2030 Strategic Plan to Prevent and End Homelessness, and the City's 2025-2029 Consolidated Plan and the 2025 Annual Action Plan, and SMC 18.05

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,462,099
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

See summary background.

Amount		Budget Account
Revenue	$ 3,462,009	# 1540-95659-99999-33442-99999
Expense	$ 2,942,785	# 1540-95659-65410-54201-72626
Expense	$ 220,000	# 1540-95659-65430-51991-99999
Expense	$ 70,400	# 1540-95659-65430-52991-99999
Expense	$ 228,914	# 1540-95659-65430-54991-99999
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Two-year period of funding through Washington State Department of Commerce biennium award to Spokane County, sub-granted to City of Spokane

Expense Occurrence	One-Time

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

15% of award retained by CHHS for program administration; 85% awarded through RFP for eviction prevention services. No local funds required.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	kcederquist@spokanecity.org
dnorman@spokanecity.org	

AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY IN CONJUNCTION WITH CONSOLIDATED HOMELESS GRANT (CHG) FUNDING

1. Subrecipient	2.Contract Amount	3. Tax ID#
City of Spokane 808 W Spokane Falls Blvd, Spokane, WA 99201	$ $3,462,099.00	NA **4. UEI#** M113N7NLXF17

5. Subrecipient Representative	6. County's Representative
Dawn Kinder City of Spokane 808 W Spokane Falls Blvd, Spokane, WA 99201 509.625.6443 dkinder@spokanecity.org	Chris Mckinney Homeless Services Program Manager Spokane County Housing and Community Development 1026 W. Broadway Avenue Spokane, WA 99260-2052 (509) 477-4500 cmckinney@spokanecounty.org

7. Subrecipient ID #	8. Original Grant ID#	9. Start Date	10. End Date
25-25504	26-46108-29	07/01/2025	06/30/2027

11. Funding Source

☐ Federal ☒ State ☐ Local

12. Assistance Listing Number	13. Assistance Listing Title
N/A	N/A

13. Contractor Selection Process: (check all that apply or qualify)	14. Contractor Type: (check all that apply)
☐ Sole Source ☐ A/E Services ☒ Competitive Bidding ☐ Pre-approved by Funder	☐ Private Organization/Individual ☐ Public Organization/Jurisdiction ☐ VENDOR ☒ Municipality/local government ☒ Subrecipient ☐ Non-Profit ☐ For-Profit

15. Grant Purpose: The purpose of the Consolidated Homeless Grant (CHG) Funding is to fund homelessness crisis response systems and to assist people who are experiencing or at risk of homelessness to obtain or maintain housing.

16. IN WITNESS WHEREOF SPOKANE COUNTY and CITY OF SPOKANE (CoS), as identified above, acknowledge and accept the terms of this Agreement and attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date referenced below. This Agreement Face Sheet; Scope of Work (Attachment A); Budget (Attachment B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.

FOR THE GRANTEE:	FOR COUNTY:
Signature Date	Signature Date
Name	Name
Title	Title

(FACE SHEET)

DRAFT

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (hereinafter referred to as the "Board") has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 43.185(c) and the Washington State Session Laws of 2005 (Chapter 484), the Board of County Commissioners may engage in homeless housing and assistance programs and in conjunction therewith may contract with non-profit corporations relating to ; and

WHEREAS, CoS submitted a request to the Spokane Board of County Commissioners, wherein it requested that Spokane County provide Three Million Four Hundred Sixty-Two Thousand Ninety-Nine Dollars ($3,462,099.00) to support CoS's Homeless Prevention Project; and

WHEREAS, the Spokane Board of County Commissioners agreed to fund CoS's Homeless Prevention Project in the amount of Three Million Four Hundred Sixty-Two Thousand Ninety-Nine dollars ($3,462,099.00) subject to certain terms and conditions;

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES hereto agree as follows:

1. PERIOD OF PERFORMANCE

1.1. Contingent on the receipt of a notice to proceed from HCD, this Agreement shall be effective July 1, 2025 and shall be completed no later than June 30, 2027 hereinafter referred to as the Project Period.

1.2. Except as stated herein, the Project Period may be changed only by amendment to this Agreement executed no less than forty-five (45) days in advance of the expiration date of this Agreement, acceptance of which amendment shall be within the sole discretion of HCD.

2. PURPOSE

2.1. The purpose of this Agreement is the funding and completion of the project(s) identified as the Consolidated Homeless Grant (CHG), hereinafter referred to as the "Project", which is a project funded through the Washington State Department of Commerce (DOC).

3. AGREEMENT AND EXHIBITS

3.1. This Agreement shall consist of this Grant Agreement and all exhibits (Exhibits A through E) and attachments (Attachments A through E) that are referred to herein. Any exhibits, attachments, or addenda referred to herein and/or attached to this Agreement and any Amendments hereto, are incorporated herein as if set forth in full.

3.2. The Subrecipient agrees to provide the services set forth herein and provide the required reporting of its contractual duties in a manner consistent with this Agreement, the applicable sections of DOC/HCD Agreement attached as Exhibit F, and generally accepted practices.

DRAFT

3.3. The Subrecipient agrees to not hold the State of Washington or the DOC liable for claims or damages arising from the Subrecipient's performance of this contract.

4. SCOPE OF SERVICES

4.1. The Subrecipient will plan, administer, and implement the Project as described in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference as though fully set forth.

4.2. The Subrecipient shall adhere to the agreed upon budgets, schedules, and commitments. Current Department of Commerce CHG Guidelines shall be reviewed and adhered to as required by contract; current guidelines can be located on DOC's website: https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/.

5. REIMBURSEMENT AND FUNDING

5.1. CHG funds will provide Three Million Four Hundred Sixty-Two Thousand Ninety-Nine dollars ($3,462,099) pursuant to the terms of this Agreement. Only funds for the reimbursement of actual allowable costs will be disbursed to the Subrecipient. Any funds allocated for the Project remaining after reimbursement to the Subrecipient of all actual allowable costs pursuant to this Agreement shall be retained by HCD.

5.1.1. Under normal circumstances, reimbursement requests should be reviewed, approved and paid by the COUNTY within 30 business days of receipt.

5.2. The Subrecipient must abide by the limitations outlined in the Scope of Work, Attachment A, for the allowable and unallowable uses of funds under this program.

5.3. Requests for Reimbursement

5.3.1. The Subrecipient shall submit requests for reimbursement of actual allowable costs incurred by the Subrecipient in performance of this Agreement and in accordance with the attached budget, Attachment B. Requests for reimbursement must be accompanied by documentation substantiating eligibility of costs for which reimbursement is requested. The Subrecipient shall submit the final requests for reimbursement not later than thirty (30) days after this expiration of the close of the Project period. The final request for reimbursement shall provide a reconciliation of actual revenue and expenses for the entire period of this Agreement.

5.3.2. Costs incurred prior to the effective date of or after the expiration date of this Agreement, ineligible costs, or unallowable costs, will not be reimbursed by HCD, unless previously approved by HCD and subject to this Agreement being signed by all parties.

5.3.3. Only those budget line items that appear in the budget section of Attachment B will be considered for reimbursement.

DRAFT

5.3.4. All funds obligated or committed by the Subrecipient to contractors, suppliers, etc. during the Project Period must be expended on or before June 30, 2027 CHG funds.

5.3.5. Invoices are due by no later than the 15th day of the month following the provision of services. If the Subrecipient fails to submit an invoice prior to the 20th of the month following the provision of services, without a reasonable explanation, HCD may withhold payment.

5.3.5.1. Invoice, Voucher Detail Worksheet for Reimbursement, and General Ledger Documentation must be submitted through the Neighborly Software Reporting Module.

5.4. Budgeting.

5.4.1. RCWs 36.22.250 and 43.185 shall apply to the Agreement and to all funds disbursed hereunder. Except as noted in the Agreement, costs are reimbursable under Washington State Fiscal/Program Requirements (formerly the Budgeting Accounting Reporting System (BARS) manual), including all supplements and revisions thereto, prescribed by the Washington State Auditor's Office.

5.4.2. All budget revisions must be requested in writing and approved by HCD in writing. The detailed budget form submitted upon application to deliver services for this contract shall be used when requesting revisions and will include a column for the original budget and a column clearly denoting the newly revised and requested budget.

5.5. Recovery of Overpayment to the Subrecipient. The Subrecipient shall not be reimbursed more than the amount of the allowable costs of performance of this Agreement. When the Subrecipient, HCD, or any other state or federal agency determines that the Subrecipient has received payments under this Agreement in excess of reimbursement described in the reimbursement subsection of this Agreement, or otherwise not in conformity with the Agreement, HCD shall recoup those payments, together with interest, from what would otherwise be HCD's liability under this Agreement. If the Subrecipient receives a notice of overpayment, which HCD shall be required to timely provide, the Subrecipient may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Subrecipient.

5.6. Fiscal Management

5.6.1. The Subrecipient shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and/or contracts.

DRAFT

5.6.1.1. Grantee shall establish written Accounting and Internal Control Policies and Procedures, including cost allocation plan and supporting documentation used to arrive at rate/costs if applicable.

5.6.2. The Subrecipient shall ensure that the Project is managed in the most cost effective and efficient manner possible.

5.6.3. The Subrecipient's financial management system at a minimum shall:

5.6.3.1. Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency;

5.6.3.2. Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after the Project period; and

5.6.3.3. Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Subrecipient directly relating to the cost identified in the Budget.

5.7. Payment made under this Agreement is intended by both the Subrecipient and HCD to be inclusive of all services provided under this Agreement, and constitutes HCD's only financial obligation under the Agreement irrespective of whether the cost to the Subrecipient of providing services exceeds that obligation.

6. AUDIT REQUIREMENTS

6.1. Independent Audit Compliance.

6.1.1. If the Subrecipient receives more than One Hundred Thousand Dollars ($100,000.00), the Subrecipient shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating HCD funds.

6.1.1.1. The Subrecipient shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with the Subrecipients' response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Subrecipient's fiscal year. The Subrecipient hereby consents to the review of the independent auditor's working papers, upon request by HCD.

6.1.1.2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and can result in correction action and withholding of payment.

6.1.1.3. If, under separate agreement, the Subrecipient is required to provide a Code of Federal Regulations (CFR) 2 CFR Part 200 audit, annual independent audit, that at a minimum meet the requirements of the Agreement, then the compliance with the other

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separate agreement will also serve as compliance with the Agreement, provided that said audit is forwarded to HCD.

6.2. Single Audit Compliance. If the Subrecipient is a sub recipient and expends One Million Dollars ($1,000,000.00) or more in federal awards from all sources in any fiscal year, the Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year, Exhibit C attached hereto and incorporated herein by reference. Upon completion of each audit, the Subrecipient shall:

6.2.1. Submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with the Subrecipient's response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Subrecipient's fiscal year. The Subrecipient hereby consents to HCD review of the independent auditor's working papers, upon request by HCD;

6.2.2. Submit to the HCD contact person, listed on the cover page of this Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and

6.2.3. Follow-up and develop corrective action for all audit findings in accordance with 2 CFR Part 200, Subpart F, and prepare a "Summary Schedule of Prior Audit Findings," reporting the status of all audit findings included in the prior audit schedule of findings and questioned costs.

7. FRAUD AND ABUSE

7.1. The Subrecipient shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this Agreement and to provide for the proper and effective management of all Program and fiscal activities by the Agreement. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by HCD.

7.2. The Subrecipient shall give HCD complete access to all of its records, employees and agents for the purpose of monitoring or investigating the performance of the Agreement and shall fully cooperate with HCD's efforts to detect, investigate, and prevent waste, fraud, and abuse.

7.3. The Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to HCD or to any appropriate law enforcement authority, if the report is made in good faith.

8. GENERAL TERMS AND CONDITIONS

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8.1. Relationship

8.1.1. The relationship of the Subrecipient to HCD shall be that of an independent contractor. No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

8.1.2. The Subrecipient and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer or employee of HCD, nor will they claim any of the rights, privileges, or benefits which might accrue to County employees.

8.1.3. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

8.2. Modifications and Amendments

8.2.1. Except as provided otherwise herein, this Agreement may be amended only in writing by agreement of all parties hereto.

8.2.2. The Subrecipient hereby acknowledges that this Agreement is subject to all, RCWs, and Washington Administrative Codes (WAC) applicable to this Agreement. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. HCD will provide notice of such amendment required by this paragraph when HCD is aware of them. The Subrecipient agrees to accept and execute any and all amendments offered by HCD needed to effectuate the, RCW, and/or WAC.

8.2.3. Any proposed change(s) in the project scope of service, budget, location, or the number of beneficiaries served as described in the Subrecipient's Grant Application and Scope of Work, must be submitted in writing to the HCD for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this Agreement.

8.3. Waivers

8.3.1. No employee of HCD or the Subrecipient has the power, right, or authority to waive any of the terms, conditions, and/or covenants of this Agreement.

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8.3.2. The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Contract.

8.3.3. The failure of HCD or the Subrecipient to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of HCD or the Subrecipient to enforce each and every term of the Agreement.

8.4. Assignability: The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement to any party (whether by assignment or novation) without prior written consent of HCD. HCD may assign all or any of its interest in this Agreement as may be deemed necessary in the sole discretion of HCD.

8.5. Exhibits: Any exhibits, attachments or addenda referred to herein and/or attached to this Agreement and any Amendments hereto, are incorporated herein as if set forth in full.

8.6. Licensing, Accreditation, and Registration: The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of the work outlined in Attachment A Scope of Work, attached hereto and incorporated herein by reference.

8.7. Recapture:

8.7.1. In the event that the Subrecipient fails to perform activities outlined in this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, HCD reserves the right to recapture funds in an amount to compensate SPOKANE COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

8.7.2. Repayment by the Subrecipient of funds under this recapture provision shall occur with the time period specified by HCD. In the alternative, HCD may recapture such funds from payments due under this Agreement.

9. ACCESS, EXAMINATION, AUDIT, AND MONITORING

9.1. HCD shall provide technical assistance to the Subrecipient, to the extent practicable.

9.2. HCD will monitor the performance of services and evaluate accomplishments and compliance with the terms of this Agreement throughout the project period. Monitoring may include a visit to the project site or to the Subrecipient organization, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.

9.2.1. The Subrecipient shall provide right of access to its facilities, including those of any subcontractor, to the COUNTY, the state, and/or federal

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agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. HCD shall provide reasonable notice of any COUNTY monitoring or evaluation, unless HCD has reason to believe that monitoring without notice is necessary.

9.2.2. The Subrecipient shall make available to the COUNTY, the state auditor, and/or HUD all records, books or pertinent information which Subrecipient shall have kept pertaining to this Agreement and as required by this Agreement, Federal law and/or Washington law.

9.2.3. Subrecipient shall also furnish such progress reports, schedules, financial and cost reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

9.3. HCD will monitor the performance of the Subrecipient in attempts to mitigate fraud, waste, abuse, or non-performance based on goals and performance standards as stated with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement further defined by 2 CFR 200.331. Substandard performance as determined by HCD will constitute noncompliance with this agreement. If corrective action is not taken by the Subrecipient within a reasonable period of time after being notified by HCD, contract suspension or termination procedures will be initiated according to Section 10.1.3.

9.4. The Subrecipient shall cooperate with HCD or its agent in the evaluation of the Subrecipient's performance under this Agreement and make available all information reasonably required by any such evaluation process. Request for information will be responded to within three (3) business days and followed through within ten (10) business days. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56 and/or United States Code (USC) 5 USC 552 (Freedom of Information Act).

9.5. The Subrecipient shall respond timely and accurately to requests from HCD to provide information necessary to respond to inquiries from entities having authority to make such request.

9.6. The Subrecipient agrees to notify HCD in advance of any state or other formal inspections, audits, accreditation or program reviews and provide to HCD copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.

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

10.1. The Subrecipient 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.

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11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

11.1.1. All material provided to the Subrecipient by the COUNTY that is designated as "confidential" by COUNTY;

11.1.2. All material produced by the Subrecipient that is designated as "confidential" by the COUNTY; and

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

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

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

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

12.1. The Subrecipient, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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12.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

12.1.2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public 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;

12.1.3. 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 (A)(2) of this section; and

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

12.2. Where the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.

12.3. The Subrecipient agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.

12.4. The Subrecipient further agrees by signing this Agreement 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:

12.5. **LOWER TIER COVERED TRANSACTIONS**

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

12.5.1. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.

12.6. 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 HCD for assistance in obtaining a copy of these regulations.

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13. TERMINATION FOR CONVENIENCE

13.1. Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to HCD's Key Personnel identified on the Face Sheet, specifying the effective date thereof, at least thirty (30) days prior to such date.

13.2. Except as otherwise provided in this Agreement, COUNTY, in its sole discretion and in the best interests of COUNTY, may terminate this Agreement in whole or in part by providing ten (10) calendar days' written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the subrecipient from incurring additional obligations of funds. In the event of termination, the subrecipient shall be liable for all damages as authorized by law. The rights and remedies of COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

14. TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

14.1. The COUNTY may unilaterally terminate or suspend all or part of this Agreement, or may reduce its Scope of Work and Budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement. SPOKANE COUNTY will email the subrecipient ten (10) business days prior to termination.

15. TERMINATION OR SUSPENSION FOR CAUSE

15.1. In the event the COUNTY, in its sole discretion, determines the subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the COUNTY has the right to immediately suspend or terminate this Agreement in whole or in part.

15.2. The COUNTY may notify the subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow the subrecipient an opportunity to cure if it is not feasible as determined solely within the COUNTY's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to COUNTY. If the COUNTY allows the subrecipient an opportunity to cure, the COUNTY shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the Agreement may be terminated in whole or in part.

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15.3. The COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the subrecipient, if allowed, or pending a decision by COUNTY to terminate the Agreement in whole or in part.

15.4. In the event of termination, the subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

15.5. If it is determined that the subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

16. TERMINATION PROCEDURES

16.1. In addition to the procedures set forth below, if the COUNTY terminates this Agreement, the subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the COUNTY may require the Subrecipient to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

16.2. If the termination is for convenience, the COUNTY shall pay to the Subrecipient an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by COUNTY prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) the protection and preservation of property.

16.3. Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to the Subrecipient for termination. The COUNTY may withhold from any amounts due the Subrecipient such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability.

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16.4. The rights and remedies of the COUNTY provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

16.5. After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, the Subrecipient shall:

16.5.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;

16.5.2. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

16.5.3. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

16.5.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;

16.5.5. Transfer title to the COUNTY and deliver in the manner, at the times, and to the extent directed by the COUNTY any property which, if the Agreement had been completed, would have been required to be furnished to the COUNTY;

16.5.6. Complete performance of such part of the work as shall not have been terminated by the COUNTY in compliance with all contractual requirements; and

16.5.7. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the COUNTY has or may acquire an interest.

17. REMEDIES FOR NON-COMPLIANCE

17.1. The suspension process may include, but is not required to include, the following steps:

17.1.1. When an issue involving non-performance or insufficient performance arises, HCD will engage in informal discussions with the Subrecipient. The Subrecipient shall correct any deficiencies in performance. Technical Assistance, to the maximum extent practicable, will be provided by HCD to help the Subrecipient successfully conduct the activity.

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17.1.2. If informal discussion does not result in improved performance, HCD may schedule a monitoring visit to review the area of performance that must be improved. A written report will be provided to the Subrecipient which will outline the results of the monitoring and identify the specific performance deficiencies. The Subrecipient shall respond to the report with a proposed course of corrective action and a time frame in which to implement corrective actions.

17.1.3. If the Subrecipient fails to improve the performance problem area, the Subrecipient will be notified by HCD in writing, that the Agreement is suspended. CHG funds may not be expended for any activities that have been suspended.

17.1.4. Suspension will (except in the case of illegal or improper action) include an identification of the specific performance deficiencies, the required course of corrective action, and a timeline for achieving the corrections. Corrective action plans shall require a fifteen (15) to sixty (60) day period of resolution (within the HCD's discretion, depending upon the performance issue).

17.1.5. Suspension will only be lifted by HCD upon Subrecipient's correction of the deficient performance to HCD's satisfaction as evidenced by a written release from HCD.

18. DISPUTE RESOLUTION

18.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders the Subrecipient unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the Parties and shall be sent to all Parties. The panel shall consist of a representative appointed by the COUNTY, a representative by the Subrecipient and a third party mutually agreed upon by both Parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the Parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior Court whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the Parties. The Panel shall be governed by the duly

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promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

19. SEVERABILITY

19.1. The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.

20. MAINTENANCE AND RETENTION OF RECORDS AND REPORTS

20.1. The Subrecipient shall maintain such program records as may be required by applicable federal, state and HCD regulations, all of which are incorporated herein by reference.

20.2. Records Maintenance

20.2.1. The Subrecipient 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.

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

20.2.3. 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.

20.3. Records Retention

20.3.1. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement. If any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later.

20.3.2. The Subrecipient shall maintain records sufficient to:

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20.3.2.1. Document performance of all acts required by law, regulation, or this Agreement;

20.3.2.2. Substantiate the Subrecipient's statement of its organization's structure, tax status, capabilities, and performance; and

20.3.2.3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Subrecipient's invoices to HCD and all expenditures made by the Subrecipient to perform as required by this Agreement.

20.3.3. The Subrecipient shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.

20.3.4. Project shall include evidence of benefit to homeless persons, persons at risk of homelessness and extremely low income, description of the work, financial records (source and use of funds, authorization to expend funds, obligations, unobligated balance, assets, liabilities, outlays and income), property acquisition, fair housing, equal opportunity, property disposition, etc. The public shall be granted reasonable access to all "public records" pursuant to RCW 42.56 and/or 5 USC 552.

21. PROCUREMENT AND SUBCONTRACTS

21.1. No part of this agreement may be assigned or subcontracted without the written consent of HCD, which consent, if given at all, shall be at HCD's sole discretion and judgment.

21.2. All procurement actions and subcontracts shall be in accordance with applicable State law relating to contracting by public agencies. For procurement actions requiring a written contract, the Subrecipient may, upon HCD's specific written approval of the contract instrument, enter into any subcontract or procurement action authorized as necessary for the successful completion of this Agreement. The Subrecipient will remain fully obligated under the provisions of this contract Agreement not withstanding its designation of any third party to undertake all or any of the Projects. The Subrecipient may not award or permit an award of a contract to a party that is debarred, suspended or ineligible to participate in a Federal or State program.

21.3. By signature of this Agreement, the Subrecipient herby certifies that neither the Subrecipient nor their respective officers, directors, shareholders, employees, partners or member are subject to debarment, suspension or determination, of ineligibility, and acknowledge that the County is relying upon this declaration in entering into the Agreement.

21.4. By signature of this Agreement, the Subrecipient agrees to perform debarment and suspension checks on all officers, directors, shareholders, employees, partners or member, contractors and subcontractors prior to entertaining into contracts, and will provide documentation to the County prior to entering into contracts, and will

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provide documentation to the County prior to any CHG funds being disbursed. The Subrecipient will use the System for Award Management (SAM), to perform such debarment and suspension checks. The website is: http://www.sam.gov and the Office of the Inspector General (OIG) Exclusions Database.

21.5. The Subrecipient shall consult with HCD to develop a plan of action to comply with Executive Orders 11625, 12138 and 12432 and Public Law 95-507 dealing with the use of minority and woman owned business enterprises.

22. REPORTING

22.1. At a minimum, the Subrecipient shall use the City of Spokane's Homeless Management Information System (HMIS) to the extent required by the Department of Commerce, unless otherwise approved by the funder.

22.1.1. Submission for reimbursement shall be completed through Neighborly software and shall include all related supporting documentation to reimbursable expenses.

22.2. All reports unless otherwise specifically noted are be due by the 15th of each month and will contain data obtained during the preceding month, or other indicated reporting period. Any reports provided by the Subrecipient may be forwarded to the Spokane Board of County Commissioners and the Housing and Community Development Advisory Committee to document performance.

22.3. Additional reports may be requested from the Subrecipient, if necessary, to comply with federal requirements.

22.5. Accurate and timely input and maintenance of data in an approved HMIS (CMIS) is a condition of funding, and is subject to monitoring by HCD staff.

22.6. **Reimbursement for project costs incurred will be contingent upon submission of HMIS data and requested reports (when applicable).**

22.7 By signature of this Agreement, the subrecipient certifies its consent to allow COUNTY access of all information entered on behalf of CHG-funded project(s) in accordance with RCW 43.185C.180.

23. INDEMNIFICATION AND INSURANCE

23.1. Indemnification

23.1.1. To the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, 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 attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

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23.1.2. CITY's obligation to indemnify, defend and hold harmless includes any claim by CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

23.1.3. CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to CITY's or any subgrantee's/subcontractor's performance or failure to perform under this Agreement. CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

22.1.4. The COUNTY shall protect, defend, indemnify, and hold harmless CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of CITY.

22.1.5. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

22.1.6. These indemnifications and waiver shall survive the termination of this Agreement.

22.1.7. No officer or employee of CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

23.2. Insurance

23.2.1. The Subrecipient shall furnish and maintain all insurances as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusions that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this Agreement shall not commence until evidence of all required insurance, policy endorsement, and bonding is provided to SPOKANE COUNTY. The Subrecipient's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance,

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signed by the insurance agent for the Subrecipient and returned to the Spokane County department with whom the Agreement is executed. The insurance policy or policies will not be cancelled, materially changes or altered without forty-five (45) days' prior notice submitted to the department with whom the Agreement is executed. The policy shall be endorsed and the certificate shall reflect that SPOKANE COUNTY is an additional named insured on the Subrecipient's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

23.2.1.1. Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.

23.2.2. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by SPOKANE COUNTY shall be excess and not contributory insurance to that provided by the Subrecipient.

23.2.3. The Subrecipient shall not commence work, nor shall the Subrecipient allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, the Subrecipient shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Subrecipient's policy currently in force.

23.2.4. Failure of the Subrecipient to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at SPOKANE COUNTY's discretion. Alternatively, SPOKANE COUNTY may procure and maintain, at the Subrecipient's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). SPOKANE COUNTY may offset the cost of such insurance against payment due to the Subrecipient under the Agreement.

23.2.5. Providing coverage in the amounts listed shall not be construed to relieve the Subrecipient from liability in excess of such amounts.

23.2.6. REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

23.2.6.1. General Liability Insurance: The Subrecipient shall carry, for the duration of this Agreement, Commercial General Liability Insurance in the amount of One Million Dollars ($1,000,000.00); Sub-recipient Insurance policy deductibles that exceed $25,000

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require written proof from the contractor of the company's financial strength to support potential liability losses within their deductible.; General Aggregate Two Million Dollars ($2,000,000.00). The policy shall include general liability arising out of premises, operations, independent Contractors, products, completed operation, personal injury, fire damage, advertising injury, medical expense, and liability assumed under and insured contract.

23.2.6.2. Additional Insured Endorsement: General Liability Insurance must state that SPOKANE COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, it's Officers, Agents and Employees are Named Additional Insured."

23.2.6.3. Proof of Automobile Insurance: The Subrecipient shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of One Million Dollars ($1,000,000.00), for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be cancelled, materially changed, or renewed without forty-five (45) days written notice thereto to SPOKANE COUNTY.

23.2.6.4. Workers Compensation: When the Subrecipient has employees of the company, the Subrecipient shall carry Worker's Compensation Industrial Injury Insurance Coverage and which must be effective in Washington. Proof of insurance shall be reflected on the Subrecipient's Certificate of Insurance or by providing the Subrecipient's State Industrial Account Identification Number.

23.2.6.5. Professional Liability Insurance: The Subrecipient shall carry Professional Liability Insurance coverage in the minimum amount of One Million Dollars ($1,000,000.00) Per Occurrence; Three Million Dollars ($3,000,000.00) aggregate covering Spokane County.

23.3. Waiver of Subrogation. HCD shall not be liable to the Subrecipient or to any insurance company (by way of subrogation or otherwise) insuring the Subrecipient for any loss or damage to any person, building, structure or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of HCD, its agents or employees, if such loss or damage is covered by insurance benefiting the Subrecipient suffering such loss or damage was required to be covered by insurance under terms of the Agreement. The Subrecipient shall

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cause each insurance policy obtained by it to contain this waiver of subrogation clause.

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24. CONFLICT OF INTEREST

24.1. No officer or employee or governing body member of the COUNTY or the Subrecipient exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

24.2. The COUNTY may, in its sole discretion, by written notice to the Subrecipient terminate this Agreement if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict-of-Interest provisions contained within this Agreement.

24.3. In the event this Agreement is terminated as provided in this conflict-of-interest clause, the COUNTY shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the Agreement by the Subrecipient. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement..

25. POLITICAL ACTIVITY AND LOBBYING

25.1. No portion of the funds provided hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence or defeat of any ballot issue. No member or delegate to the Congress of the United States of America, nor resident Commissioner, nor any other Federal official shall be admitted to any share or part of the Federal funds provided by this Agreement.

25.2. Pursuant to Section 1352, title 31, U.S. Code, subrecipient lobbying activity funded by other than federally appropriated funds, shall be reported.

25.3. The Subrecipient shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

26. ORDER OF PRECEDENCE

26.1. The Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

26.2. In the event of any inconsistency in the terms of this Agreement or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

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26.2.1. Applicable State Statutes and Regulations;

26.2.2. Commerce Contract No.: 26-46108-29; and

26.2.3. Express terms of this Agreement and any amendments.

27. JURISDICTION

27.1. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the Parties arising out of this Agreement shall be the Superior Court of Spokane County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

28. TREATMENT OF ASSETS

28.1. Title to all property furnished by the COUNTY shall remain with the COUNTY. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the COUNTY upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this contract, shall pass to and vest in the COUNTY, 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 the COUNTY in whole or in part, whichever first occurs.

28.1.1. Any property of the COUNTY furnished to the Subrecipient shall, unless otherwise provided herein or approved by the COUNTY, be used only for the performance of this contract.

28.1.2. The Subrecipient shall be responsible for any loss or damage to property of the COUNTY that results from the negligence of the Subrecipient or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.

28.1.3. If any COUNTY property is lost, destroyed or damaged, the Subrecipient shall immediately notify the COUNTY and shall take all reasonable steps to protect the property from further damage.

28.1.3. The Subrecipient shall surrender to the COUNTY all property of the COUNTY prior to settlement upon completion, termination or cancellation of this contract.

28.2. All reference to the Subrecipient under this clause shall also include the Subrecipient's employees, agents or Subcontractors.

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29. PROPRIETARY RIGHTS

29.1. Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the COUNTY. The COUNTY 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 Subrecipient hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the COUNTY effective from the moment of creation of such Materials.

29.2. "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.

29.3. For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Subrecipient hereby grants to the COUNTY 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 Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the COUNTY.

29.4. The Subrecipient shall exert all reasonable effort to advise the COUNTY, 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 Subrecipient shall provide the COUNTY with prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any Materials delivered under this Contract. The COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subrecipient..

30. MISCELLANEOUS

30.1. Further Documentation. The Subrecipient agrees to execute, acknowledge, and deliver upon reasonable request by HCD any document, which HCD reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.

30.2. Headings. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.

30.3. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or County holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.

30.4. Time of Essence. Time is of the essence of this Agreement.

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30.5. Gender and Grammar. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/27/2025		
Clerk's File #	OPR 2025-0649		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	LANCE DAHL (509)625-7005	**Requisition #**	
Contact E-Mail	IDAHL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	BRUSH AND FUELS SERVICE AGREEMENT W/ DEPT. OF ECOLOGY		

Agenda Wording

Brush and Fuels Service Agreement w/ Dept. of Ecology

Summary (Background)

The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of $1,878,000.Given the scope of the work to be done and the timeline, the department would like to partner with multiple agencies and/or contractors to increase work crew availability.This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.

What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is $1,504.00 lower than 80% of Washington's median household income, which is $61,605.00. The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental

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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 72,380
Current Year Cost	$ 72,380
Subsequent Year(s) Cost	$ 0

Narrative

WCC will work for a total of 47 days, with two different crews. Work will take place in December, January, and February. These crews will perform fire fuel reduction work on two parcels (Approx. 40 acres) owned by the City of Spokane.

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, these are one-time dollars for Fire Fuel Mitigation

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	WILLIAMS, TOM M.	PS EXEC REVIEW	YATES, MAGGIE
Division Director	WILLIAMS, TOM M.	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	SCHMITT, KEVIN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

Josiah Downey jdow461@ecy.wa.gov	Lance Dahl idahl@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Julie O'Berg joberg@spokanecity.org	Tom Williams tmwilliams@spokanecity.org

AGREEMENT NO WCC-25020

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY
AND

City of Spokane, Spokane Fire Department(SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Spokane, Spokane Fire Department, hereinafter referred to as the "SPONSOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2025 and be completed on 9/30/2026 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed $72,380. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @$1,540/day for 47 days	72,380
Total SPONSOR Cost	$72,380
	Above cost not to be exceeded

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is $346,957 annually per WCC Crew consisting of five WCC Members and one WCC Supervisor and/or $45,907 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

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

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement 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.

INDEPENDENT CAPACITY

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

MUTUAL AGREEMENT

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, 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.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HERIN

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.

AGREEMENT MANAGEMENT

The program manager 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 Agreement.

The Contract Manager for ECOLOGY is:	The Contract Manager for SPONSOR is:
Josiah Downey PO Box 47600 Olympia, WA 98504 (360)480-2603 jdow461@ecy.wa.gov	Lance Dahl 44 W Riverside Ave Spokane WA 99201 5099811176 idahl@spokanecity.org

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

_____
Signature Date

_____
Printed Name, Title

SPONSOR
City of Spokane, Spokane Fire Department

_____
Signature Date

_____
Printed Name, Title

STATEMENT OF WORK
Appendix A

Work Summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.

2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.

3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.

4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.

5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.

6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

7. If inclement weather, including hazardous air quality, makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 169 days (approximately 42 weeks) during program service year (October-September).

2. Enroll members to begin service no sooner than October 1, 2025 and no later than October 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.

3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.

5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.

6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies and absences lasting 20 days or more. If a crew has two or fewer individuals available to serve, ECOLOGY will not bill for that service day.

7. If members are enrolled in Americorps, then these policies and procedures are in place:

    a. Members enrollment start and end dates will reflect the timeframe to complete a 1700-hour, full-term service year or a 1200-hour, three-quarter service term in order to receive an AmeriCorps Education Award.

    b. WCC members will have one day dedicated to MLK Community Service, listed in Appendix B.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.

2. Help promote WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo.

3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.

4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

6. If members are enrolled in AmeriCorps, then these policies and procedures are in place:

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

A. Attempting to influence legislation;
B. Organizing or engaging in protests, petitions, boycotts, or strikes;
C. Assisting, promoting, or deterring union organizing;
D. Impairing existing contracts for services or collective bargaining agreements;
E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
H. Providing a direct benefit to—
    I. A business organized for profit;
    II. A labor union;
    III. A partisan political organization;
    IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
J. Providing abortion services or referrals for receipt of such services; and
K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2025-2026 WCC Events Calendar

October						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	28

March						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	21

June						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- Holiday (observed) - day off
- Orientation - regional
- Assistant supervisor training
- MLK: Supe holiday, member service day
- Individual placement meeting (in-person)
- Training conference
- 3/4-term member orientation (virtual)
- Extended management & ops meeting
- TBD — Spike (2 wks on special assignment)

- AmeriCorps swearing-in (0.5 day - virtual)
- Credit card log due
- eTime: Hours entered
- eTime: Prior pay period approval due
- Payday (10th & 25th, varies on weekends)
- Production (last Thursday of the month)
- Supervisors: Crew interviews
- Noxious weed control workshops

3/26 N. King County/Snohomish; 4/2 S. King County; 4/9 Central/E. WA; 4/16 Olympic; 4/23 S. Puget Sound; 4/30 Northwest

- Start date (FT/Oct. 3QT=10/1, Jan. 3QT=1/20, QT=6/8)
- PDPs due (Feb: Jan. 3/4 term, May: Oct. 3/4 term, Jul: QT)
- End date (FT/Jan. 3QT/QT=9/10, Oct. 3QT=6/4)
- End-of-year presentations

8/20 Olympic; 8/27 S. Puget Sound; 9/3 Central/E. WA, S. King County & N. King County/Snohomish; 9/10 Northwest

Shutdown Weeks:

- Supervisors: Finalize interviews/enrollment
- Supervisors: Cross-training
- Supervisors: All staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	180
February	150
June	170
FT: Oct. 1-Sept. 10	1880

FT: 1700-hr min, $7,395 Ed Award

November	130
March	180
July	170
Oct. 3QT: Oct. 1-June 4	1350

3QT: 1200-hr min, $5,176.5 Ed Award

December	180
April	180
August	170
Jan. 3QT: Jan. 20-Sept. 10	1300

January	160
May	150
September	60
QT: June 8-Sept. 10	530

QT: 450-hr min, $1,956.35 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/26/2025		
Clerk's File #	OPR 2025-0670		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	SOLE SOURCE
Contact Name/Phone	MIKE FORBES (509)435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESCUE WATERCRAFT UPFITTING		

Agenda Wording

Contract with Iron Aero Marine & Metalworks Ltd. of Alberta, Canada for the upfitting of a city owned watercraft for use by the water rescue team.

Summary (Background)

Approval for the upfitting a city owned personal water craft (PWC) with a heavy duty, aluminum hull. This type of watercraft is commonly used by water rescue teams around the world in low water conditions our team experiences throughout the year.

What impacts would the proposal have on historically excluded communities?

This watercraft would be used for rescue throughout the city/county and would be available to anyone in need of our services.

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?

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 60,000
Current Year Cost	$ 60,000
Subsequent Year(s) Cost	$ N/A

Narrative

Community Safety Sales Tax funds, approved by voters in November, 2024, are being utilized for this service.

Amount		Budget Account
Expense	$ 60,000	# 5903-79126-94220-56404-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

N/A

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	WILLIAMS, TOM M.	PS EXEC REVIEW	YATES, MAGGIE
Division Director	WILLIAMS, TOM M.	PURCHASING	PRINCE, THEA
Accounting Manager	SCHMITT, KEVIN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

Dannen Jenkins (signer) dj@ironaero.ca	Mike Forbes mforbes@spokanecity.org
Kyle Chase kcchase@spokanecity.org	Fire Accounting fireaccounting @spokanecity.org
Kevin Schmitt dschmitt@spokanecity.org	

City Clerk's No. _____

City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **UPFITTING OF PERSONAL WATERCRAFT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARMENT** a Washington State municipal corporation, as ("City") and **IRON AERO MARINE & METALWORKS LTD.**, 230092 56 Street East, Foothills, Alberta, Canada T1S3T1 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide Upfitting of Personal Watercraft for the Fire Department in accordance with the City's Sole Source Justification, attached as Exhibit B, and Company's Estimate Nos. 1103 and 1109 which are attached as Exhibit C. In the event of a conflict between the Company and this City Agreement, the terms of this Agreement will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on August 1, 2025, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.
Total compensation for Company's services under this Agreement shall not exceed **SIXTY FOUR THOUSAND AND NO/100 DOLLARS ($64,000.00), U.S. Dollars**, plus applicable tax, for everything furnished and done under this Agreement, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 Company's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

IRON AERO MARINE & METALWORKS LTD.	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment
Exhibit B – City's Sole Source Justification
Exhibit C – Company's Estimate Nos. 1103 and 1109

25-171

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

EXHIBIT C

Iron Aero Marine & Metalworks Ltd.

230092 56 ST E

Foothills AB T1S 3T1

+14038299948

dj@ironaero.ca

GST/HST Registration No.: 830661260RT0001

Estimate

ADDRESS

Jason Keen

Spokane Fire Dept, Swift water rescue team

ESTIMATE # 1103

DATE 08/04/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		2025 Full size Armor Ski RWC. GTR model Seadoo. Part 1 of turn key Armor ski build.			
	Sales	*Customer to supply the Seadoo pwc.*			
	Sales	Full size Armor ski river hull. 15 deg deadrise. .25" thick 6061 t6 radius keel bottom. 6061 t6 spine channel keel reinforcement. .125" 5052 formed sides. HD full length .190" box stringer system. .25" 6061 t6 wing stiffeners. Precision 1.5" 6061 t6 lifting strakes. HD intake system with integrated ez clean stomp through top deck. Includes aluminum materials, fabrication and welding.	1	29,750.00	29,750.00
	Sales	800 gph bilge pump kit, includes installation, ss waterproof switch, pump, hose and thru hull.	1	900.00	900.00
	Sales	Sand trap kit with bracket, fittings, hoses.	1	600.00	600.00
	Sales	HD 3 pass heat exchanger assy kit with bracket and fittings.	1	1,250.00	1,250.00
	Sales	Custom IBR rev bucket/nozzle	1	725.00	725.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		assy bracket.			
	Sales	Resonator delete. Custom exhaust kit.	1	750.00	750.00
	Sales	HD custom pwc ezclean stomp assy, mount kit up through the top deck. 161 mm high flow intake and machining of billet intake block.	1	5,750.00	5,750.00
	Sales	Stainless steel wear ring including installation.	1	650.00	650.00
	Sales	Option. Life sled tie point kit. Fab HD brackets, Drill, locate and mount 3 point tie off system. $750.	1	750.00	750.00
	Sales	Option. Wetlander hull slip coating. Prep and apply 2 part primer and top coat. Adds minimal weight.	1	2,500.00	2,500.00
	Sales	Option. .375" uhmw keel skid plate. Form to match radius keel, drill, tap, seal and install with ss hardware.	1	3,950.00	3,950.00
		Note: Customized options to suit specific sar unit needs available on request.			

Thank you for the opportunity to provide a quote. Looking forward to working with you.
Quote valid for 30 days for labor costs only. Pricing in CAD. Parts and materials pricing subject to change with fluctuating market costs, tariffs, etc.
Armor Ski Pwc require 70% non refundable deposit to secure a build spot, cover parts, materials and partial labor costs. Balance due when the build is complete and before shipping.
New BRP pwc are to be paid in full when building turn key units.
Any questions, fell free to contact dj@ironaero.ca or call 403 829 9948.

SUBTOTAL	47,575.00
GST @ 5%	2,378.75
TOTAL	**$49,953.75**

TAX SUMMARY

RATE	TAX	NET
GST @ 5%	2,378.75	47,575.00

Accepted By

Accepted Date

Iron Aero Marine & Metalworks Ltd.

230092 56 ST E

Foothills AB T1S 3T1

+14038299948

dj@ironaero.ca

GST/HST Registration No.: 830661260RT0001

Estimate

ADDRESS

Jason Keen

Spokane Fire Dept, Swift water rescue team

ESTIMATE # 1109

DATE 20/06/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		2025 Full size Armor Ski RWC. GTR model seadoo. *Customer to supply and deliver new Seadoo pwc.* Part 2 of turn key Armor ski build.			
	Sales	Disassembly and assembly of pwc. Swap ring flange, seal with ss hw. Install and align motor assy. Install heat exchanger, sand trap assy, route new coolant lines, exhaust. Install pump with ss wear ring, fuel system, intake system, electrical system, steering, trim and ibr assy. Purge coolant system. Test run.	1	13,500.00	13,500.00
	Sales	Karavan 1500 lb full size pwc trailer. Includes black powder coat finish, mag wheels, 1200lb jack, spare tire and mount.	1	2,950.00	2,950.00
	Sales	Pwc inflatable collar. Includes installation.	1	6,600.00	6,600.00
	Sales	Rigid LED flood light kit. Install, rig, wire with marine ss waterproof switch, harness.	1	925.00	925.00
	Sales	Option. LED nav light kit. Install, rig, wire with marine ss waterproof switch, harness.	1	925.00	925.00

Thank you for the opportunity to provide a quote. Looking forward to working with you.
Quote valid for 30 days for labor costs only. Pricing in CAD. Parts and materials pricing subject to change with fluctuating market costs, tariffs, etc.
Armor Ski Pwc require 70% non refundable deposit to secure a build spot, cover parts, materials and partial labor costs. Balance due when the build is complete and before shipping.
New BRP pwc are to be paid in full when building turn key units.
Any questions, fell free to contact dj@ironaero.ca or call 403 829 9948.

SUBTOTAL	24,900.00
GST @ 5%	1,245.00
TOTAL	**$26,145.00**

TAX SUMMARY

RATE	TAX	NET
GST @ 5%	1,245.00	24,900.00

Accepted By

Accepted Date

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ **Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.**
- ☐ **Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.**
- ☐ **SMC 08.01.090 – A – presenters at convention or trade show with limited entry.**
- ☐ **SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.**
- ☒ **SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.**
- ☐ **SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.**
- ☐ **SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contract is _____**
- ☐ **SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier**

CERTIFICATION OF BUSINESS ACTIVITIES

I, Dannen Jenkins hereby do certify to the City of Spokane that the business I represent, known as Iron Aero Marine Ltd. does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Dannen Jenkins Signature	Owner Title
dj@ironaero.ca email	403-829-9948 phone
230092 56 St East Address	Foothills, Alberta, Canada T1S3T1 City, State, Zip
Date: July 30, 2025	UBI# N/A (Washington State, if available)

For Internal Use only: Approved: ☒ Rejected ☐

If rejected provide reason:

Reviewed By: *Renee Robertson* Date: 07-30-25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

FARAHO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
City of Spokane	Iron Aero Marine Metalworks Ltd
808 W. Spokane Falls Blvd.	230092 56 Street East
Spokane, WA	Foothills, AB
POSTAL CODE 99201	POSTAL CODE T1S 3T1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Welding Shop & Storage - Marine Maintenance and Repair
SEE ATTACHED REMARKS OVERFLOW

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☒ OCCURRENCE ☒ PRODUCTS AND / OR COMPLETED OPERATIONS ☐ EMPLOYER'S LIABILITY ☐ CROSS LIABILITY ☒ TENANTS LEGAL LIABILITY ☐ POLLUTION LIABILITY EXTENSION	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	2,500	3,000,000
				- EACH OCCURRENCE	2,500	3,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	2,500	3,000,000
				☐ PERSONAL INJURY LIABILITY OR ☒ PERSONAL AND ADVERTISING INJURY LIABILITY	2,500	3,000,000
				MEDICAL PAYMENTS		10,000
				TENANTS LEGAL LIABILITY	2,500	250,000
				POLLUTION LIABILITY EXTENSION		
☒ NON-OWNED AUTOMOBILES ☒ HIRED AUTOMOBILES	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	NON OWNED AUTOMOBILE	2,500	3,000,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) ☒ Errors and Omissions	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	Included	2,500	250,000
☒ Sudden & Accidental Pollution	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	Included	2,500	1,000,000
☒ Forest Firefighting Expense	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	Included	2,500	50,000

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
Brokerlink Inc	See Remarks on Page 2, if Applicable
Suite 101, 575 - 100 Street SW	
Edmonton, AB	
POSTAL CODE T6X 0S8	
BROKER CLIENT ID: IRONAEMA01	POSTAL CODE

8. CERTIFICATE AUTHORIZATION

ISSUER Brokerlink Inc

CONTACT NUMBER(S)
TYPE Phone NO. (780) 474-8911 TYPE Fax NO. (780) 675-2164
TYPE NO. TYPE NO.

AUTHORIZED REPRESENTATIVE Tate Locke

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE 2025/7/28 EMAIL ADDRESS talocke@brokerlink.ca

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Description of Operations/Locations/Automobiles/Special Items to which this Certificate Applies:
The Certificate Holder is hereby added as an additional insured but only with regards to the operations of the Named Insured.
Waiver of Subrogation granted in favor of the Certificate Holder as required by written contract prior to loss and limited to operations of the Named Insured under said contract; subject to all policy terms, conditions and exclusions.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	8/22/2025		
Clerk's File #	OPR 2025-0650		
Cross Ref #			
Project #			
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		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0470 – WILLIAM & ANNE MURGITTROYD HOUSE NOMINATION TO THE		

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 Murgittroyd House at 516 W Sumner Avenue was constructed in 1919 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 Murgittroyd House at 516 W Sumner Avenue was constructed in 1919 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 Historic

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
akiehn@spokanecity.org	

Briefing Paper SUPPLEMENTAL INFORMATION

City Council briefing and legislative action dates are assigned by Council Management. Briefing typically occurs one week after committee with legislative action/first reading the week following.

Agenda Item Type: Contract Item

Agenda Item Name: Choose Department 0470 – WILLIAM & ANNE MURGITTROYD HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording (250 Character Max): 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 Murgittroyd House at 516 W Sumner Avenue was constructed in 1919 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Lease? Yes ☐ No ☒

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Neutral

If Revenue or Expense: Dollar Amount Budget Code

Distribution List: Lcamporeale@spokanecity.org

Signer (If Contract Item):

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
William & Anne Murgittroyd House – 516 W Sumner 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 1919; the William and Anne Mugittroyd 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 Murgittroyd House is an excellent example of a Tudor Revival style residence with Elizabethan influence and is eligible for the Spokane Register of Historic Places under Category C for architecture. The house has a steeply pitched copper roof, prominent corbelled chimneys, multiple cross gables, decorative bargeboards with pendants and finials, tall narrow multi-paned windows, and exterior red brick veneer.
   - The Murgittroyd House is significant and eligible for listing in the Spokane Register (it is already a contributing property to the Marycliff/Cliff Park National Register Historic District) as possessing high artistic values as well as the work of prominent master architects, Archibald Rigg and Roland Vantyne.
   - The Murgittroyd House, was built by contractor J.W. Forrest, who also built the Weil House (now Poplar Condominiums) (SRHP, 1905); a maternity wing expansion of St. Luke's Hospital (1905); the Dr. C.P. Thomas House for architects Cutter & Malmgren (SRHP, 1906); amongst several other prominent homes and buildings in Spokane during the first few decades of the 20th Century.

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 an excellent degree of integrity in original location, design, materials, workmanship, and association, the Murgittroyd 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 August 20, 2025 that the William & Anne Murgittroyd House is eligible for listing on the Spokane Register under Category C – Architecture for possessing high artistic values as an Elizabethan Tudor Revival style and its design by master architects, Roland Vantyne and Archibald Rigg.

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 L6-7 B11

Parcel Number(s) **35194.0203 (address 516 W Sumner Avenue)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **David & Annelle Stockton** *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

Dated: _____

Historic Preservation Officer

Dated: 8/21/2025

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20** day of **August 2025**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **David and Annelle** (hereinafter "Owners"), the owners of the property located at **516 W Sumner Avenue** commonly known as the **William & Anne Murgittroyd 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.

David Porter

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

Megan M.K. Duvall

CITY OF SPOKANE

City Administrator

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 20th day of August, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared David Stockton, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as he (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of August, 2025.

DANIEL ROSE
Commission Expires
05-02-2027
NOTARY
PUBLIC
License Number 23017574
STATE OF WASHINGTON

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires May 2, 2027

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, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201

1. HISTORIC NAME

Historic Name	**WILLIAM & ANNE MURGITTROYD HOUSE**
Common Name	

2. LOCATION

Street & Number	516 West Sumner Avenue
City, State, Zip Code	Spokane, WA 99204
Parcel Number	35194.0203

3. CLASSIFICATION

Category	**Ownership**	**Status**	**Present Use**	
X building	__public	X occupied	__agricultural	__museum
__site	X private	__work in progress	__commercial	__park
__structure	__both		__educational	__religious
__object	**Public Acquisition**	**Accessible**	__entertainment	X residential
	__in process	X yes, restricted	__government	__scientific
Site	__being considered	__yes, unrestricted	__industrial	__transportation
X original		__no	__military	__other
__ moved				

4. OWNER OF PROPERTY

Name	David & Annelle Stockton
Street & Number	516 West Sumner Avenue
City, State, Zip Code	Spokane, WA 99204
Telephone Number/E-mail	509-954-1236, dstockton91@gmail.com

5. *LOCATION OF LEGAL DESCRIPTION*

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number	1116 West Broadway
City, State, Zip Code	Spokane, WA 99201
County	Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title	City of Spokane Historic Landmarks Survey
Date	Federal X State____ County X

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification	**Condition**	**Check One**
	X excellent	__unaltered
	___good	X altered
	___fair	
	__deteriorated	**Check One**
	__ruins	X original site
	__unexposed	___moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: 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.

X C Property embodies the distinctive characteristics of a type, period, or method or 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.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than one acre.
Verbal Boundary Description	Cliff Park Resurvey, Lots 6 and 7, Block 11.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	August 20, 2025

13. SIGNATURE(S) OF OWNER(S)

_____

_____

_____

14. FOR OFFICIAL USE ONLY

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

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

City Council/Board of County Commissioners' decision: _____

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

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

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney



South façade and southwest corner of the Murgittroyd House in 2025 and Eastern Washington State Historical Society (Northwest Museum of Arts & Culture), Joel E. Ferris Research Library and Archives, 1928, L87-1.36480-28 (below)



SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1919 in Spokane, Washington, the William & Anne Murgittroyd House was listed on the National Register of Historic Places in 1978 as a contributing resource of the Marycliff-Cliff Park National Register Historic District.[1] The property is located one block north of Cliff Park along the north side of West Sumner Avenue on the city's South Hill. The home's exterior design depicts a tall, expansive single-family home with two-and-one-half stories and a full basement. Reflecting Tudor Revival styling with Elizabethan influence, the Murgittroyd House has a steeply pitched copper roof, prominent corbelled chimneys, multiple cross gables, decorative bargeboards with pendants and finials, tall narrow multi-paned windows, and exterior red brick veneer. The house retains excellent exterior architectural integrity in original location, design, materials, workmanship, and association as an early 20th-century single-family home built in one of the most architecturally prestigious residential neighborhoods in Spokane. The Murgittroyd House is individually eligible for listing on the Spokane Register of Historic Places under Category C as an excellent example of an Elizabethan Tudor Revival residence.

CURRENT APPEARANCE & CONDITION

Site

The Marycliff-Cliff Park National Register Historic District is surrounded by West 7th and 14th Avenues, and by North Cliff Drive and Ben Garnett Way. Located around irregularly shaped Cliff Park, the neighborhood was designed with a mixture of diagonally patterned streets and residential lots. Identified by Spokane County as tax parcel number 35194.0203, the Murgittroyd House at 516 West Sumner Avenue was built on Lots 6 and 7, Block 11.[2] The two lots together measure 100 feet in width along west Sumner Avenue, and 200 feet in depth from Sumner Avenue north to Cliff Drive. A privacy fence surrounds the property. A semi-circular driveway is located in front of the home's south façade with two openings in the fence at Sumner Avenue. Mature trees, shrubs, and a manicured lawn frame the home. The north rear of the Murgittroyd House looks out upon a broad descending grassy slope that extends to Cliff Drive, which offers a wide panoramic view of north Spokane and surrounding hills. The home is surrounded by large historic landmark-quality single-family residences built between 1900 and 1965 in Spokane's Marycliff-Cliff Park National Register Historic District.

House Exterior

The Murgittroyd House is two and one-half stories tall, and is built on a full concrete basement. The home measures 58 feet in width from east to west, and 46 feet in depth from north to south. Except for portions of exposed concrete basement walls, red brick veneer covers most of the house.

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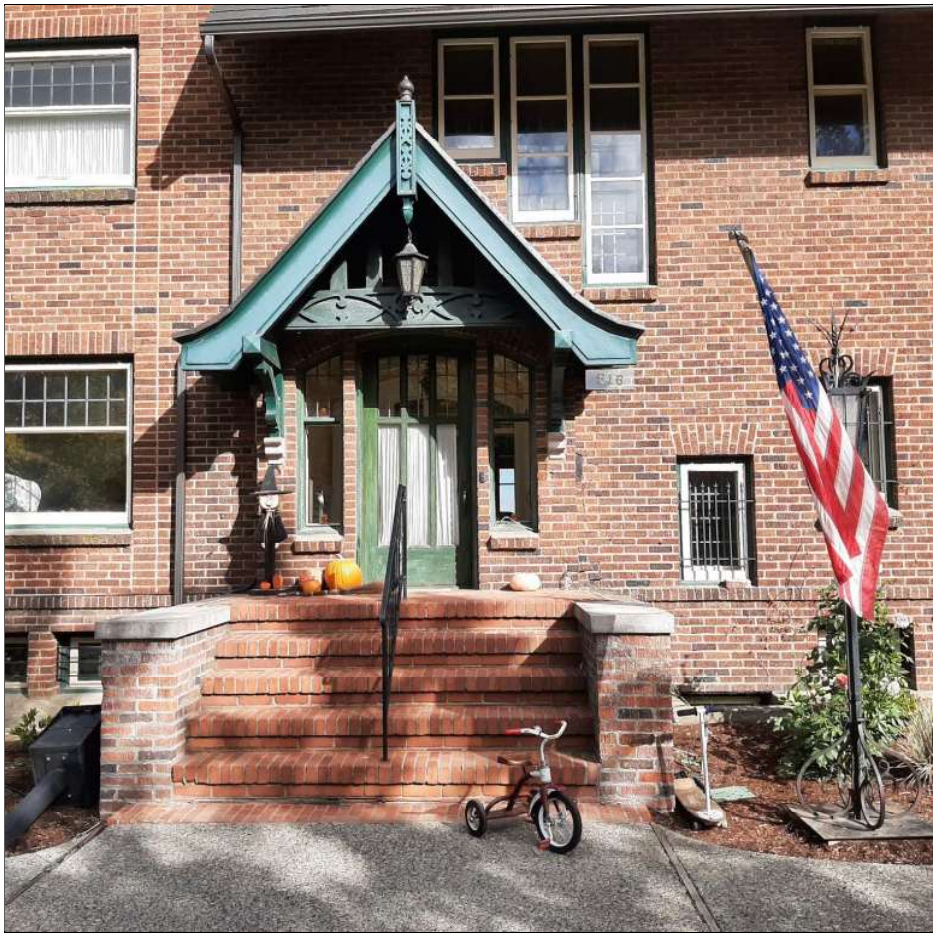
[1] Bishop, Claire and Sara Patton. *Marycliff-Cliff Park National Register Historic District Nomination, 1978.* Spokane City/County Historic Preservation Office, City Hall. Spokane, WA.
[2] City of Spokane, Spokane County Courthouse, Spokane, WA.



South façade flared-porch entrance at Murgittroyd House in 2025

South Facade

The south façade of the house faces Sumner Avenue. The home rises two-and-one-half stories, and is covered by a steeply pitched copper side-gable-and-hip roof with overhanging eaves, exposed rafter tails, and decorative wood eave brackets. The home's south façade supports two identical large gable-peaked dormers that rise from the south face of the second floor through the attic roof of the house. Each gable-peaked dormer is prominent with deep bargeboards, a tall narrow multi-paned dormer window, and a decorative pendant and finial. A wide shed-roof dormer is located on the roof slope between the two gabled dormers, and is covered with a shallow overhanging roof. The shed-roof dormer holds a horizontal ribbon of four small multi-paned windows.



South façade of Murgittroyd House in 2025

Below the roof, the home's second floor at the south facade is punctuated by two large multi-paned windows—one 14/1 rectangular window west of the home's center, and one 10/1 rectangular window east of center. Three smaller tall-and-narrow multi-paned stepped windows are located on the second floor just east of the gable roof above the home's front entrance, and provide light to a second-floor interior stairway.

At the first floor, the home's south facade features a formal front entrance which is located slightly west of center. The entrance is surrounded by two large multi-paned windows similar to the large windows at the second floor. A group of three small tall-and-narrow multi-paned stepped windows are located east of the front entrance at the first floor. Like the stepped windows at the second floor, the stepped windows on the first floor light a first-floor staircase within the home. The exterior front entry of the home is designed as a small formal entrance with one wide center front door flanked by two vertical sidelights, all capped with a wide, arched, leaded-glass fanlight. A gabled porch roof with flared eaves and deep bargeboards is supported by wood brackets, and covers the front entry. Decorative sculpted designs are visible in the porch roof's gable peak along with a center

pendant and finial. Protruding vertical brick stringcourses outline the two first-and-second-story windows west of the front entrance. Identical protruding vertical brick stringcourses outline the two first-and-second-story windows to the east of the front entrance. The two pairs of protruding vertical stringcourses rise to the level of the third floor, and form two arches—one arch over the west windows and one arch over the east windows *(see photo of house facade on page 6)*. At basement level, a narrow horizontal brick stringcourse protrudes outward from the surface of the brick veneer and separates the first floor from the brick-clad basement foundation wall. The four-foot-high basement foundation wall on the south façade of the house is covered with red brick veneer that matches the red brick veneer on the house. Four symmetrically placed small horizontal basement windows are located in the south face of the foundation wall.

North Elevation

The rear north elevation of the house is covered by a steeply pitched third-floor hip roof which measures 58 feet wide. Two small third-floor pyramidal hip-roof dormers with two windows each protrude from the center of the hip roof. A tall brick chimney with a large corbelled chimney cap projects next west of the west dormer. The roof is covered with copper and has widely overhanging eaves supported by wood brackets.

The Murgittroyd House is built on a prominent north-descending slope which is evident at the home's north rear façade. All four levels of the house are revealed with an exposed daylight basement, first floor, second floor, and third floor. A large two-story rectangular bay with a flat roof deck is built onto the center of the home's north rear face. The bay extends up from the level of the exposed basement to the first floor, and continues to the second floor. The bay protrudes north 11 feet outward from the house and measures 24 feet in width—nearly half of the north façade's width of 58 feet. Three symmetrically placed 8/1 multi-paned windows are located on the north exterior wall of the projecting rectangular bay at ground level, spreading natural light into the bay's "daylight" basement. A projecting horizontal brick stringcourse extends from the northeast corner of the house around the bay to the northwest corner of the house above the basement windows. At the first floor, the bay holds four large windows which illuminate a first-floor interior sunroom. Two windows with multi-paned lights flank the bay at the first floor, and light the interior of the house. At the second floor, the roof of the bay is designed as a flat exterior deck. Two doors open from the home's second-floor exterior north wall onto the deck. The deck floor is made of wood planks, and supports a wood porch wall.



North rear elevation of the Murgittroyd House in 2025



2025 photo of northeast porch deck built on north elevation of house

Surrounding the center protruding bay is the exterior wall of the north elevation. The wall is 17 feet in width, and extends to the third floor. A 10/1 multi-paned double-hung window is located on the basement wall west of the projecting bay. A 14/1 multi-paned double-hung window is located at the first floor above the basement window. One double-hung window is located on the second floor above the first-floor window. The east end of the basement's north face supports an eastward extension of the center projecting bay at basement level. The eastward extension of the center bay's basement wall holds an exterior basement door, and supports an extension of the first-floor porch deck. A series of brick stair steps rise from the east end of the deck up to the north-facing porch deck. A thick wall of stepped brick anchors the north side of the porch's staircase. The northeast corner porch deck is covered with a flat roof attached to the house at the first floor. A northeast corner brick porch pillar helps support the deck's porch roof.

East Elevation

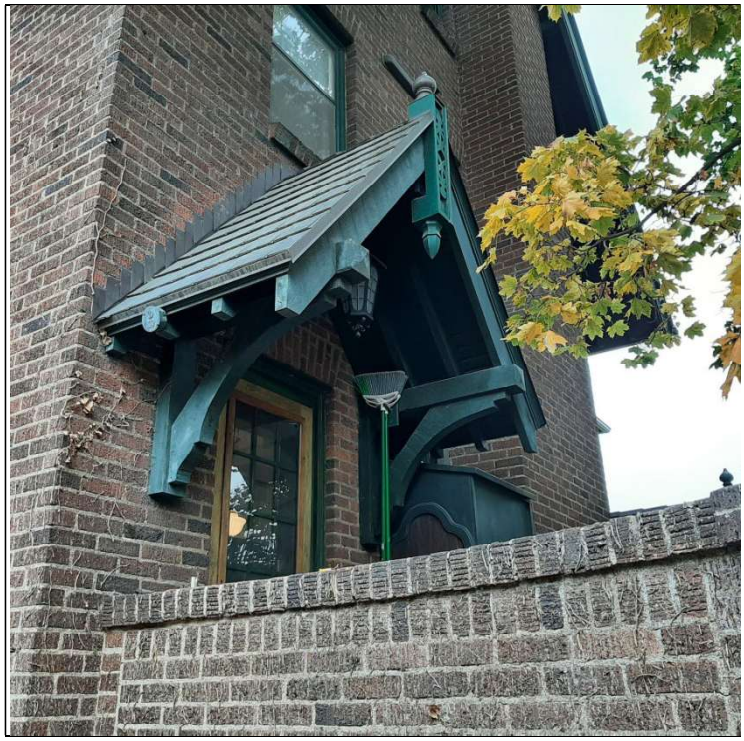
The home's east elevation is 35 feet wide, and is completely covered with a continuation of the red brick veneer that covers the entire house. A hip roof dormer projects east from the roof. Unlike the home's north elevation, the east elevation of the home's basement level is not visible because it is below ground. The home's first, second, and third-floors are visible at the east elevation. A two-and-a-half-story wing projects east from the center of the east elevation. The wing is clad with brick veneer that matches that used on the house. Located in the south half of the wing, steps rise to an exterior door that opens to the home's kitchen in the southeast corner of the house. Next north of the kitchen door is a brick chimney that rises up past the roof. A third-floor dormer with a hip roof is located on the roof north of the chimney. At ground level, a series of concrete steps descend to a basement door located next north of the chimney. With widely overhanging eaves and exposed rafters, steep gable porch roofs shelter the kitchen entrance and the basement entrance. Matching brick stringcourses at the north and south elevations of the house, a projecting horizontal brick stringcourse is located between the first floor and the basement along the east elevation of the house.

West Elevation

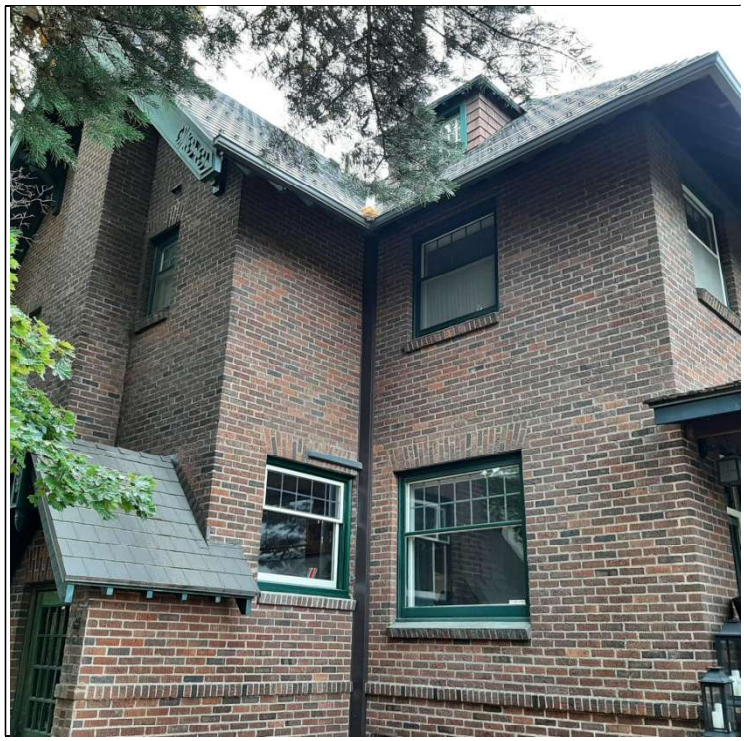
The west elevation of the Murgittroyd House measures 35 feet wide, and displays nine tall, narrow multi-paned windows—three on the first floor, five on the second floor, and one in the third-floor gable peak. All windows are original, made of wood, and have multiple panes. The exterior surface of the west elevation is covered with red brick veneer. A tall gable roof with deep eaves and large bargeboards defines the west elevation's steep gable peak. A hip roof dormer at the third floor faces west. The home's west elevation is visible at ground level, and reveals two matching exterior wood-paneled garage doors that open into a double-car garage built in the basement of the Murgittroyd House.[3] South of the garage doors is part of a projecting horizontal brick stringcourse visible at the west

[3] A 1919 blueprint of the house shows the basement garage in the Murgittroyd House.

elevation. A tall brick privacy wall extends west to a paved driveway from the west elevation at the southwest corner of the house.



East elevation door to kitchen at southeast corner in 2025



East elevation at first floor—notice gable roof over basement door entrance

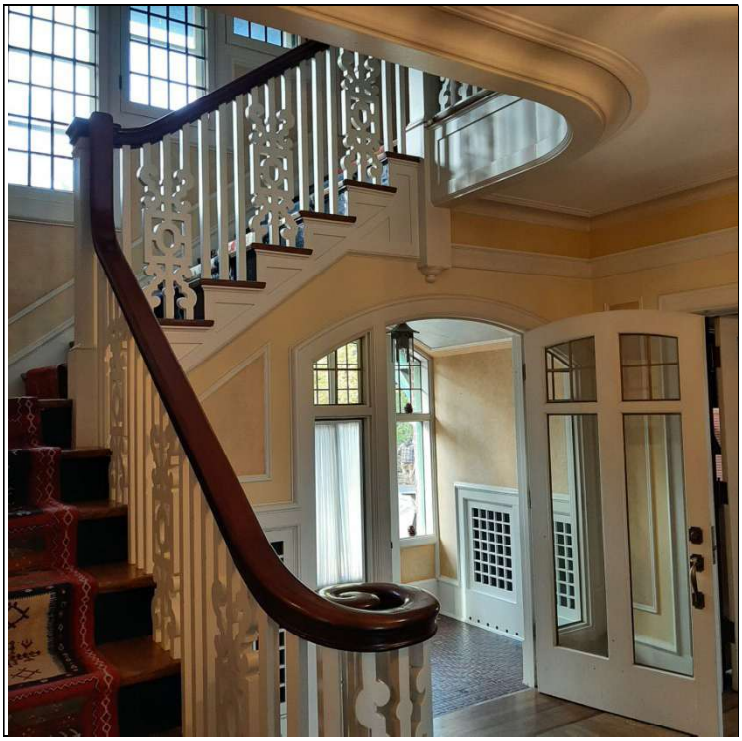


West elevation of Murgittroyd House in 2025 showing attached carport built in 2008

House Interior

Parcel information from Spokane County Tax Assessor's office indicates the first and second floors of the Murgittroyd House each hold 2,107 finished interior square feet for a total of 4,214 square feet. The basement holds another 2,107 square feet of space (partially finished) while the home's third floor is finished with 725 square feet of space. With a ceiling height of nine feet, the first floor includes a formal reception hall, library, living room/fireplace, dining room, kitchen, restroom, and sunporch/fireplace. The second and third floors contain bedrooms, restrooms, and storage areas. The basement contains a billiard room and fireplace, powder room, stairways to the first floor, furnace/tool rooms, laundry/storage rooms, and a daylight area in the basement's northwest corner. An interior two-car basement garage is located in the basement's northwest corner.[4] The northwest corner of the Murgittroyd House is visible at ground level.

The front entrance at the Murgittroyd House opens from the home's south façade into a formal entry hall. The entry hall floor is covered with ceramic tile. Woodwork is painted white. An interior door with two vertical lights is flanked by two vertical sidelights. An arched multi-paned fanlight crowns the door and sidelights. The interior entry hall door opens to a spacious first-floor reception hall.



The front door entry and reception hall in the Murgittroyd House in 2025

[4] Original to the house, the basement's garage was also constructed in 1919-1920 when the house was built. Original basement floor plan shows garage.

The reception hall is wide and opens to three rooms and a staircase that turns and rises to the second floor. The staircase is painted white and features an open stringer with a curved balustrade and cut-out baluster designs. The stair railing is smooth and curved, and made of polished walnut. Stair steps are covered with solid oak flooring.

An interior door in the reception hall opens west into a library in the southwest corner of the house. The library features a large fireplace in the center of the west perimeter wall, and is flanked by two identical multi-paned windows. A wide mantel stained a dark walnut hue caps the fireplace between the windows. A center firebox is surrounded by handmade ceramic tiles. A hearth is made of the same handmade ceramic tiles.[5] A larger tile with an artistic design is located over the center of the fire box. Walnut-stained wood book shelves and cabinets surround leaded-glass multi-paned French doors that open from the north wall to a living room.



First-floor library in Murgittroyd House in 2025

[5] All of the ceramic tiles were handmade in circa 1920 by the Flint Tile Company in the Midwest United States.

From the reception hall, a spacious living room extends west and north. An eight-foot-wide fireplace at the north wall is a focal point of the living room and features a white-painted surround with scroll-sawn brackets that support a deep, wide mantel. Ceramic tiles surround the firebox and cover the hearth. The floor in the reception hall and living room is hardwood oak plank, and displays a dark walnut inlay Greek key design that follows the perimeter of the room. All of the woodwork in the living room, reception hall, and foyer is finished with white paint.





The living room and dining room on the first floor in 2025.

The living room and reception hall open east to a large formal dining room on the first floor. The oak wood floor extends from the library, living room, and spacious reception hall into the dining room—all enhanced with inlaid Greek Key designs that follow the perimeter of the rooms. A door in the dining room opens to a kitchen located on the east perimeter wall of the house. The kitchen is large and extends from the home's south wall to the north wall, and from the east wall west to an interior wall that separates the kitchen from the dining room. The kitchen is appointed with built-in cupboards/cabinets, counters, sink and faucets, a center island, appliances, and a large Aga range. The kitchen floor is covered with new ceramic tile. Next west of the kitchen is a narrow hallway that leads south to a small powder room and narrow staircase. The staircase was designed for use by hired help, and leads up to the second floor, and down to the basement.





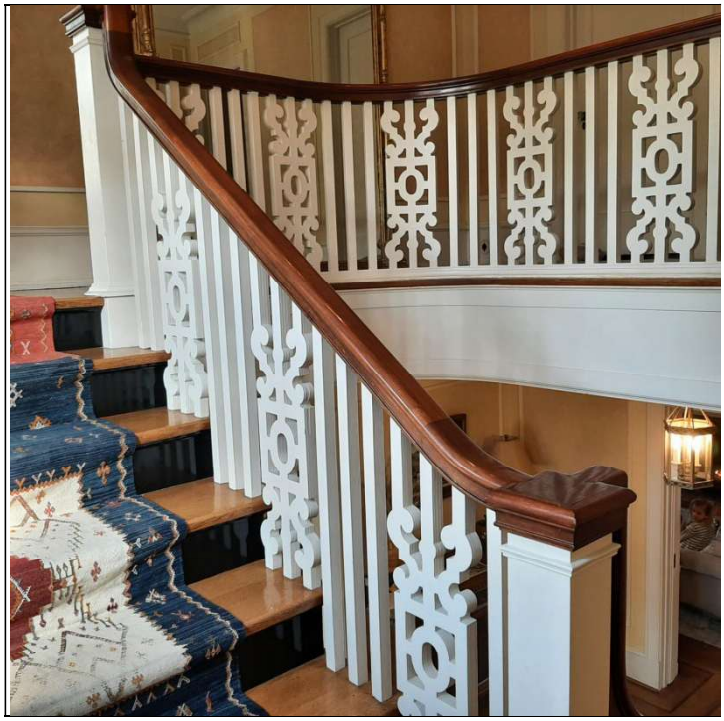
Looking south and north at the kitchen in 2025.

A French door in the living room and a French door in the dining room both open to a sunroom located along the rear north perimeter wall of the house. A third French door in the east wall of the first-floor sunroom opens to an attached outside patio deck at the northeast rear corner of the house. All three French doors have long narrow windows capped with upper leaded-glass lights. Along the north wall, the sunroom holds large windows that look out on the property's north-facing backyard. A focal point of the sunroom is a large fireplace with a mantel and center firebox located on the room's west wall. The fireplace surround and sunroom floor feature decorative ceramic tiles handmade by the Flint Tile Company (1920-1933).[6]

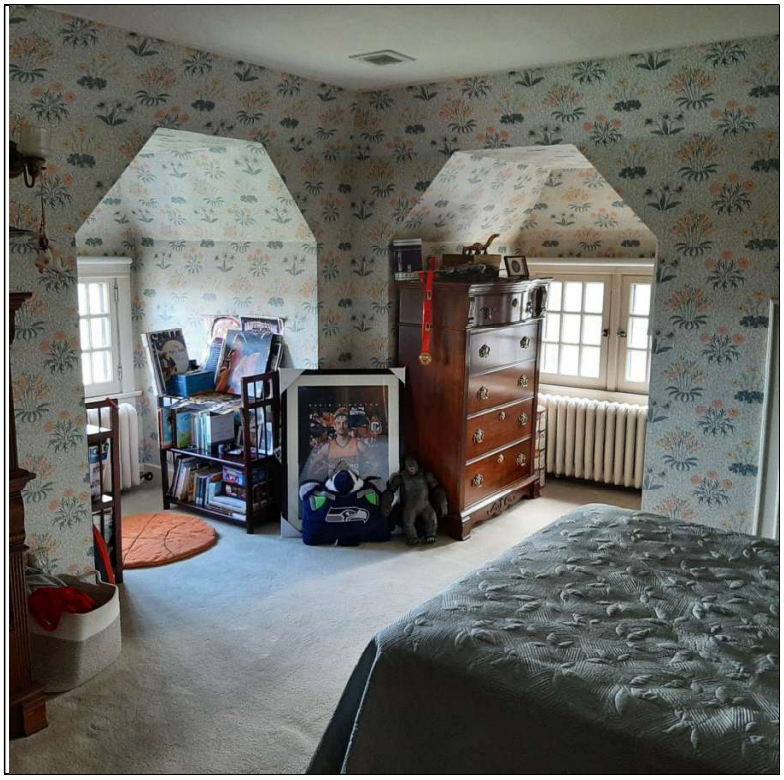


Looking west into a first-floor sunroom in Murgittroyd House in 2025

[6] Ma, Frances. *"How to Tell if Your Historic Tile is Pewabic Or Flint Faience*." 27 Sept 1924. Note: Homeowner David Stockton visited the Flint Tile Company in 2025.



Staircase to the second floor in 2025.



A third-floor bedroom in the Murgittroyd House in 2025.

A wide open staircase in the first floor reception hall is sited next east of the front entrance foyer, and winds up to the second floor. The treads on the staircase stairs and the second floor are finished with narrow-width solid oak wood planks. The second floor features a large guest bedroom with a full private washroom and built-in linen/clothes closets in the southwest corner of the house.

At the east end of the second floor is a large master bedroom surrounded by built-in clothes closets and linen storage, an extensive marble-clad private washroom with a large bathtub and shower, and a private double vanity located behind the master bedroom. A separate bedroom is located west of the master bedroom in the northwest corner of the house. Both the master bedroom and the adjacent west bedroom contain exterior doors that open to the exterior deck built onto the rear north elevation of the house. Another bedroom is located in a sunroom along the west wall of the house. A focal point that lights the room is a horizontal ribbon of four multi-paned windows on the west wall.

The stairway continues to wind up from the second floor to the third floor. Much smaller than the second floor, the third floor attic area has a total of 725 interior square feet. An open center sitting area is lit by south windows, and is surrounded by three bedrooms and a three-piece bathroom. The third-floor is finished with painted walls, ceilings and painted woodwork. Windows are original, and the ceiling is seven to eight feet in height.

Basement

Built on a large north-facing descending slope, the basement walls located at the rear north elevation and west elevation of the Murgittroyd House are entirely visible above ground. Due to an increase in grade, the basement walls of the home's south face and east elevation, however, are located beneath a raised ground level, and are not visible.

The large basement holds 2,107 square feet of partially finished space. A large formal billiard room (approximately 20 x 28 feet) is located in the southwest corner of the basement. A door opens east from the interior of the home's front entrance foyer at the first floor to a stairway that leads down to the basement billiard room. The room is finished with a six-foot-wide fireplace centered on the room's west wall. A concrete floor is covered with finished narrow-width hardwood oak plank floorboards. A built-in bar with a counter is located in the southeast corner of the room. Two basement windows flank the west-wall fireplace and help illuminate the basement room.[7]

The basement billiard room leads northeast through a door into a hall and small powder room under the hall stairs. The basement includes a fuel room, boiler room, two tool rooms, a vegetable room, and a laundry room built in the northwest corner of the basement. An interior two-car garage is located in the northwest corner of the basement. The garage measures about 22 feet wide and 28 feet deep. Two paneled-wood garage doors open from the west face of the garage, which is exposed at ground level.

[7] Basement architectural floor plan from 1919 for the Murgittroyd House, 516 West Sumner Avenue, Spokane, WA. Plan with David Stockton, homeowner, in 2025.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFCATIONS

The earliest rendering of the Murgittroyd House was published in 1919, and shows the perspective for the south façade and east elevation of the property. The residence was described in the *Spokane Daily Chronicle* newspaper as the "Future Home of Will Murgittroyd, to Cost $40,000."

Early images of the Murgittroyd House are dated 1958 and 1959 as black-and-white photographs featuring the home's south façade. A difference in the photos is the elimination of one of the small stepped-up facade windows. The 1958 photograph shows the home's first-floor south façade with four stepped-up windows located east of the front porch. A year later, a 1959 photograph of the home's south façade reveals one of the four stepped-up windows missing, and the facade wall surface rebricked where the window was removed to match the home's brick veneer.

Further modifications to the property include:[8]

1914	City of Spokane Side Sewer Permit #2117. City of Spokane connections to the City Water Main Permit #1495.
1918	City of Spokane Water Division, basement meter installed, #16684.
1919	House was designed by Rigg & VanTyne and constructed by J W Forrest
1922	Washington Water Power, Permit #53026.
1923	Inland Electric Company, Permit 51643
1924	Electrokold Corporation, Permit 67940.
1948	Senna Service, stoker wiring, Permit #A66689.
1949	Maxwells Inc. wiring, Permit #A78347.
1957	John's Electric, Permit #B53665. Johnson & Nyreen, interior alterations, $2,000, Permit #B36546. Dan Cheek Company, plumbing fixture, Permit #1961. Spokane Gas Company, piping, Permit #9268.
1958	Peck & Gale, range and dryer install, Permit #9311.
1959	Joslin Electric, permit #B67898, range and dryer. Sadler Electric, dishwasher. Permit #B70098.

[8] City of Spokane building permits, 1914-1983. City of Spokane City Hall, Spokane, WA.

1960	Peck & Gale. gas furnace, Permit #B71794. Boiler, water heater. Permit #20210.
1965	Carport built, 24x26 feet, $1,200. Permit #B61270.
1983	Carport enclosed for use as a garage, $1,500.
1997	Carport built onto south elevation of 1983 garage.
2017	Carport built in 1997 enclosed as garage. A new 2008 carport with a flat roof was built and extended south from the existing 1997-built garage over the driveway. The 2008-constructed carport was built onto the home's west elevation at the level of the basement that contains a two-car interior garage built in 1919-1920 when the house was erected. The carport is visible from the street at West Sumner Avenue that fronts the Murgittroyd House.



Carport built and attached to the home's west elevation in 2008

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance	***Architecture***
Period of Significance	***1919***
Built Date	***1919***
Architects	***Archibald Rigg & Roland Vantyne***
Contractor	***J. W. Forrest***

SUMMARY STATEMENT

Erected in 1919, the Murgittroyd House was designed by the Spokane architectural firm Rigg & Vantyne, and built by Spokane builder J. W. Forrest for William & Anne Murgittroyd. A Spokane pharmacist, William established a prescription pharmacy and called it "Murgittroyd's Druggists." The business was located at 729 West Riverside Avenue in the center of downtown Spokane. Friendly, outgoing and well-liked, William Murgittroyd was prominent in city business and civic life for more than 40 years from 1903 to his death in 1946.[9] The *Spokane Daily Chronicle* newspaper described William Murgittroyd as esteemed and successful, a popular citizen who "belonged to an epoch in Spokane, an era of builders and doers of deeds…one of the strong men of that period."[10] The Murgittroyd House gained importance in the area of "architecture" as a fine depiction of the Elizabethan Tudor Revival style, and embodies numerous identifying elements of the style. These include an asymmetrical design, steeply pitched roof, brick veneer cladding, front-facing gables, flared-gable porch roofs with deep bargeboards, narrow multi-paned windows, and large elaborate brick chimneys capped with rows of decorative corbels. The Murgittroyd House was placed on the National Register of Historic Places in 1978 as a contributing resource of the Marycliff-Cliff Park National Register Historic District. Well-preserved and architecturally significant, the Murgittroyd House is eligible for listing on the Spokane Register of Historic Places under Category C.

HISTORICAL CONTEXT

Marycliff-Cliff Park National Register Historic District

The Marycliff-Cliff Park National Register Historic District is a residential neighborhood developed on Spokane's South Hill between 1889 and 1941, and includes the Murgittroyd House, a contributing property of the district. Located less than a mile south of Spokane's central downtown business district, the boundaries for the Marycliff-Cliff Park National Register Historic District begins at the base of a high basalt bluff located along West Sixth, Seventh, and Eighth Avenues. The historic district includes homes built at the base of the bluff, and homes built on a plateau on top of the bluff (roughly from West Cliff Drive south to West Fourteenth Avenue). As explained in the National Register Historic District nomination, the neighborhood developed in two distinct stages with homes constructed from 1889 to 1908 along the base of the bluff, and from 1908 to 1941 with homes built on top of the bluff around Cliff Park. Homes in the first stage of the district's development included large, elegant mansions. These homes were built for Spokane's newly formed aristocracy and set the tone for type, style, and quality of other homes erected for the social

[9] *Spokesman-Review,* 5 March 1946, and *Spokane Daily Chronicle,* 6 March 1946.
[10] *Spokane Daily Chronicle,* 5 March 1946.

elite throughout prominent residential neighborhoods in Spokane. These neighborhoods included Browne's Addition, Mission Park, and Cannon's Addition on the lower South Hill.

The second stage of development in the Marycliff-Cliff Park National Register Historic District took place from 1908 to 1941 on the plateau above the basalt bluff, which parallels the north edge of West Cliff Drive. Cliff Drive, Sumner Avenue, and Wall Street were developed as three of the neighborhood's most prestigious streets. In contrast, smaller homes were built for the middle and upper-middle classes along Cotta, Sound, Thirteenth, and Fourteenth Avenues. "As home building moved north and closer to the edge of the cliff just above Seventh Avenue, the size and style of the homes grew larger and grander along with the wealth and status of the owners." [11] Bankers and investment owners, department store merchants, prominent attorneys, physicians, lumbermen, and other businessmen settled on top of the plateau around Cliff Park to Cliff Drive, and especially along Sumner Avenue.

Eying an open building site, Spokane pharmacist William Murgittroyd purchased two lots on Sumner Avenue, and commissioned a large Elizabethan Tudor Revival-style home built for himself and his family. Murgittroyd followed binding covenants presented with the deed for the property, which read:

1. *The dwelling erected shall cost not less than $4,000.*
2. *All outbuildings shall conform thereto in exterior architecture and finish.*
3. *That said dwelling shall be set in at least 25 feet from the front line of said premises.*[12]

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, Washington. Other residential Spokane neighborhoods on the South Hill that initiated protective covenants and subdivision regulations in the early 1900s include the Manito Park neighborhood, the Cannon Hill Park neighborhood, and the Rockwood National Register Historic District. The development trend continued in Spokane, leading to current contemporary subdivision regulations, neighborhood planning, land use controls, and the development of homeowners' associations in common use today.

William & Anne Murgittroyd

William Murgittroyd was born in Davisburg, Michigan in 1867 and became a prescription pharmacist, also known as a druggist. He relocated to Montana where he met and married Anne Reed of Helena. In 1903, William & Anne Murgittroyd moved to Spokane. Two years later in 1905, William worked as the president and manager of Krum & Braley

[11] Bishop, Claire and Sara Patton. *Marycliff-Cliff Park National Register Historic District Nomination, 1978.* Spokane Public Library, Spokane, WA, p. 8-5.
[12] Spokane County warranty deed identified as parcel number 35194.0203, and as Cliff Park Resurvey Lots 6-7, Block 11.

Druggists & Toilet Articles at West 731 Riverside Avenue in downtown Spokane. After purchasing Krum & Braley Druggists the next year in 1906, Murgittroyd changed the name, calling his new drugstore Murgittroyd's Druggists & Toilet Articles. In 1913, the address for the drugstore and pharmacy was updated to West 729 Riverside Avenue. By 1914, William Murgittroyd had become part owner and acting treasurer of the Inland Empire Biscuit Company (manufacturers of crackers and candy) in Spokane at South 104 Division Street. Later, the biscuit company was expanded to include Krause's Candy Company, and the biscuit company name was changed to the Loose-Wiles Biscuit Company Wholesale Bakers. In 1925 after 22 years in the prescription pharmacy business, William Murgittroyd sold his drugstore & pharmacy to become the new president of the Tru-Blu Biscuit Company of Spokane, Seattle, and Portland. He assumed management of the Spokane branch of the biscuit company in 1927, remaining an active manager until his retirement in 1937.

William Murgittroyd was busy in other areas besides his pharmacy/drugstore and biscuit company. Before he came to Spokane, he was associated with placer mining claims along the Salmon River and with the Gleason Mine & Bell Boy group in Marysville, Montana. In Spokane, Murgittroyd was president of the Inland Automobile Association for 15 years, and served as a director of the Spokane & Eastern Trust Company. In 1926, he was appointed president of the Spokane Area Boy Scout Council. In April 1942, Murgittroyd became Spokane's first dollar-a-year man as an associate administrator of World War II Bonds.

William Murgittroyd and his wife, Anne, lived in their Spokane home at 516 West Sumner Avenue for 15 years from 1920 to 1935. They raised two sons, Meredith Robert Murgittroyd and Milburn Murgittroyd, who were 14 and 16 years of age when the Murgittroyd family moved into their new residence in 1920. Anne Murgittroyd was socially prominent in Spokane and was widely known for her many charities. Her home was praised as a "center of delightful affairs for every widening circle."[13] She was described as a "hostess blessed with a vital magnetic personality, and one who was always gracious."[14] Mrs. Murgittroyd was widely known for her charities and board positions, and was a generous contributor to many causes, including the Women's Emergency Relief Depot at 2nd & Lincoln in downtown Spokane, the Children's Home Board, several philanthropic organizations, the Spokane Community Chest organization, the Community Concert Association, the Spokane Little Theater, and was a working member of the Esther Reed Chapter for Daughters of the American Revolution. Anne Murgittroyd died February 16, 1935 while at the Christian Science Sanitarium in San Francisco.

Two years after Anne Murgittroyd's death, William Murgittroyd married Sylvia North in 1937. William and Sylvia resided in the house on West Sumner Avenue until 1944 when they sold the property to Dr. Clarence A. Veasey, Jr. William & Sylvia then relocated to the Culmstock Arms Apartments at West 328 Eighth Avenue. William Murgittroyd died in 1946.

[13] *Spokesman-Review Newspaper*. 24 February 1935.
[14] Ibid.

At William Murgittroyd's death, the *Spokane Daily Chronicle* newspaper delivered the following pronouncement in the March 5, 1946 edition:

> *Mr. Murgittroyd belonged to an epoch in Spokane, an era of builders and doers of deeds. He was one of the strong men of that period. Young men of the oncoming generations, you will have to look far to find one to take his place.*[15]
>
> *A pioneer Spokane businessman, William Murgittroyd served his community personally and was applauded. It is possible that some Spokane citizen may have served his community in more ways than did Will Murgittroyd, but nobody ever got more downright enjoyment out of it.*
>
> *The statement could be substantiated by citing enumerable public-spirited acts and projects in which he participated, but one of the dearest to his heart will serve as an example. Publicity for the annual Shrine football game between Spokane high school teams was one of his responsibilities, and he always insisted, after each game was over, on writing a "thank-you" note in longhand to every person instrumental in promoting the contest. That was a grueling task, but he stayed with it even after advancing years had slowed his hand.*[16]

Subsequent Homeowners

In 1944, the Murgittroyd House was owned by Dr. Clarence Veasey, Jr., a physician with an office in downtown Spokane's Paulsen Medical & Dental Building. Dr. & Mrs. Veasey and their family lived at the house until 1947, at which time they sold it to Hal R. & Eva Dixon. Employed in his family's business, Hal was appointed the treasurer & general manager of the Western Pine Manufacturing Company, East 315 Jackson Avenue.

In 1957, Frank & Isabel Davis purchased the Murgittroyd House for $30,500. Frank Davis worked as the manager of the Spokane Linen Supply Company. Dr. Ralph T. & Louise Harsh bought the house in 1958 for $37,500. Dr. Harsh worked in obstetrics and gynecology in the Spokane Paulsen Medical & Dental Building. The Harsh family sold the home for $70,000 in 1976 to Howard & Darlene Herman. After ten years, Howard & Darlene Herman sold the property in 1986 to John & Gloria Woodhead for $237,500. John Woodhead owned Phelps & Woodhead Incorporated with offices in downtown Spokane. In 2018, local antique collector and social worker, Don Pearson, purchased the property for $1,800,000.

[15] *Spokane Daily Chronicle,* March 5, 1946.
[16] *Spokane Daily Chronicle*, 5 March 1946.

In 2023, Dave & Annelle Stockton bought the historic Murgittroyd House at West 516 Sumner Avenue for $1,090,000. Dave Stockton is a professional basketball player with the Valley Suns, an NBA G League team affiliated with the Phoenix Suns.

ARCHITECTURAL SIGNIFICANCE

The Tudor Revival Architectural Style

The Murgittroyd House is architecturally significant as an excellent example of the Elizabethan Tudor Revival style. Architectural historians Virginia & Lee McAlester described the origins and characteristics of the Tudor Revival style in their book, *A Field Guide to American Houses:*

> *The popular name for the [Tudor Revival] style is historically imprecise, since relatively few examples closely mimic the architectural characteristics of Tudor (early 16th and 17th-century) England. Instead, the style is loosely based on a variety of late Medieval English prototypes, ranging from thatch-roofed folk cottages to grand manor houses. These traditions are freely mixed in their American Eclectic expressions but are united by an emphasis on steeply pitched, front-facing gables which…are almost universally present as a dominant façade element in Tudor [Revival-style] houses. About half have ornamental false half-timbering…and most...have stucco, masonry, or masonry-veneered walls.*[17]

Some of the earliest Tudor Revival-style houses built in America date from the late 19th century. These, like the Campbell House in Browne's Addition in Spokane, tended to be architect-designed homes which were close copies of similar English models. Many were patterned after Medieval buildings in England, Normandy, and Holland with Renaissance detailing that was popular during the reigns of Elizabeth I (1558-1603) and James I (1603-1625). By the 1920s and 1930s, the Tudor Revival style in America had been adapted to large landmark quality homes and to mostly smaller single-family houses with the advent of advanced masonry veneering techniques. Popular across the country from 1890 to 1940, Tudor Revival-style homes "show endless variations in overall shape and roof form and are most conveniently subdivided on the basis of their dominant façade materials (brick, stone, stucco, or wood)."[18]

Identifying features of the Tudor Revival style include a steeply pitched roof, a façade dominated by one or more prominent steeply pitched cross gables, decorative half-timbering, narrow windows (usually in multiple groups with multi-pane glazing), asymmetrical façade designs, and massive chimneys with decorative corbels. Decorative details of the Tudor Revival style include overlapping gables with varying eave lines, massive brick chimneys with corbels, round-arched doorways with hoods or pediments, groups of tall casement or double-hung windows, and overhanging upper stories and

[17] McAlester, Virginia & Lee. *A Field Guide to American Houses.* New York: Knopf Publishers, 1989, pp. 357-358.
[18] Ibid, pp. 357-358.

gables. Front façade porches are generally either small entry porches or are absent entirely.[19]

The Murgittroyd House represents one of six principal style subtypes of the Tudor style, known as "brick wall cladding."[20]

> *This is the most common Tudor subtype. Walls of solid brick masonry were sometimes used on landmark examples early in the century, but brick became the preferred wall finish for even the more modest Tudor cottages after masonry veneering became widespread in the 1920s.*[21]

Representing the Tudor Revival style, the Murgittroyd House has a tall vertical form with an asymmetrical design, a steeply pitched roof, exterior brick cladding, prominent chimneys with decorative chimney caps, prominent front-facing upper-story gables, decorative bargeboards and brackets, tall vertical multi-paned windows, two small entry porches with flared gable roofs, and gable-peak pendants and finials.

Architect Archibald G. Rigg (1878-1959)

Archibald Rigg was born in Ontario, Canada in 1878. He was educated at Trinity College in Toronto, Columbia University in New York, and the University of Edinburgh in Scotland. For two years, he was head draftsman with well-known Spokane architects Cutter & Malmgren. He then worked for Albert Held, another praised Spokane architect. Rigg later formed successful partnerships with Julius Zittel as Zittel & Rigg Architects, and later with Spokane architect Roland Vantyne. Projects completed by Rigg & Vantyne Architects included the Masonic Temple enlargement, St. Luke's Hospital, Shriner's Hospital, Edgecliff Sanitorium, and the Riverside Mausoleum. Rigg was also responsible for the Cheney Cowles Library at Whitworth College. A prominent professional, Rigg belonged to Spokane's Oriental Lodge, Chamber of Commerce, Spokane Amateur Athletic Club, and the American Institute of Architects. Archibald Rigg died in 1859.

Architect Roland Vantyne (1887-1938)

Roland Vantyne studied at the Buffalo Polytechnic Institute in New York, and worked for architects in both New York and Duluth, Minnesota. Arriving in Spokane in 1910, Vantyne worked as a draftsman for Spokane architects Albert Held and Julius Zittel. Vantyne later met Archibald Rigg, and in 1915, they formed a 23-year-long partnership. Some of their work included the Shriner's Hospital, the Symons Building in downtown Spokane, and expansion of the Masonic Temple on West Riverside Avenue. Roland Vantyne died in 1938.

[19] Ibid, p. 355.
[20] Ibid, p. 355.
[21] Ibid, p. 355.

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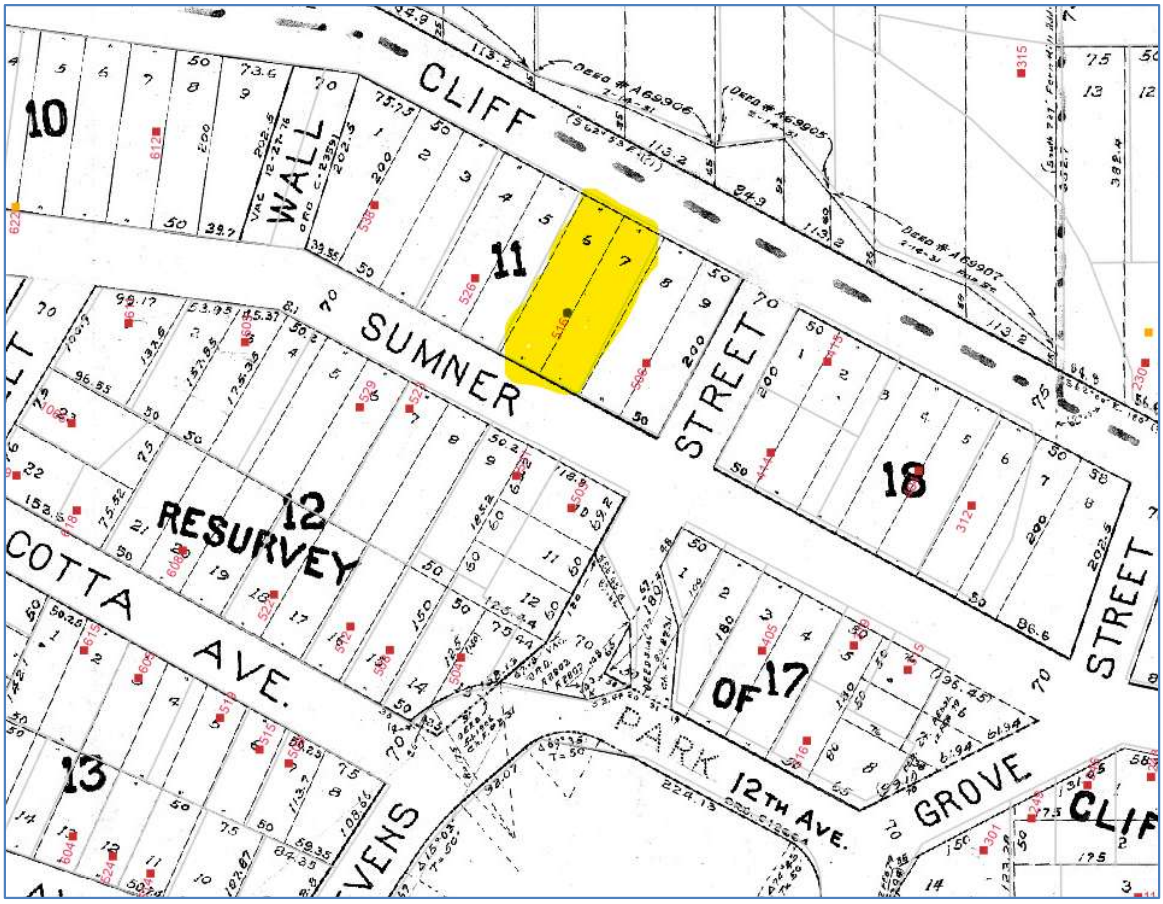

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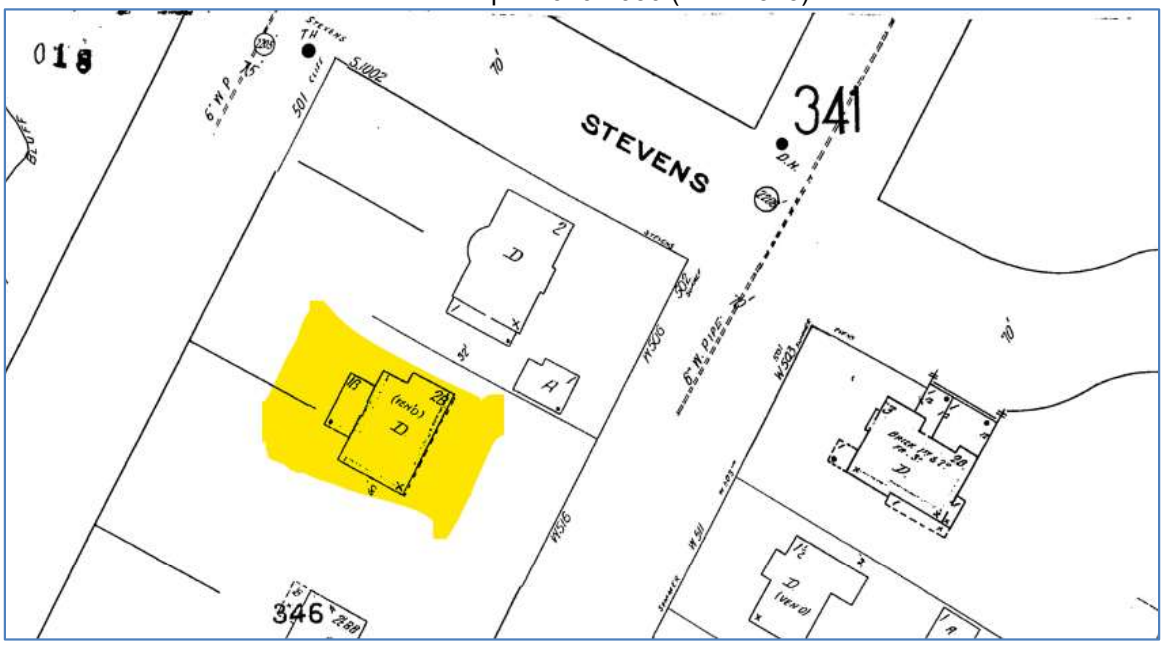




FUTURE HOME OF WILL MURGITTROYD, TO COST $40,000

At a cost of about $40,000 Will Murgittroyd, Spokane druggist, soon is to have built in Cliff Park addition a handsome residence, a perspective of which is shown. The residence will be two stories, of brick, and in a style characteristic of the Elizabethan period.

Spokane Chronicle, June 4, 1919 (article next page)

Spokane Druggist Will Erect Handsome Home on the South Hill.

To Spokane's beautiful residence section in Cliff Park addition soon is to be added another handsome home, that of Will H. Murgittroyd. The home, to cost about $40,000, will face on Cliff avenue, between Wall and Butte streets, commanding an excellent view of the city.

The home, two stories, and surroundings, which are now being beautified by a landscape gardener, will occupy lots 6 and 7 of block 11, Cliff Park addition. The residence has been designed by Rigg & Vantyne, architects.

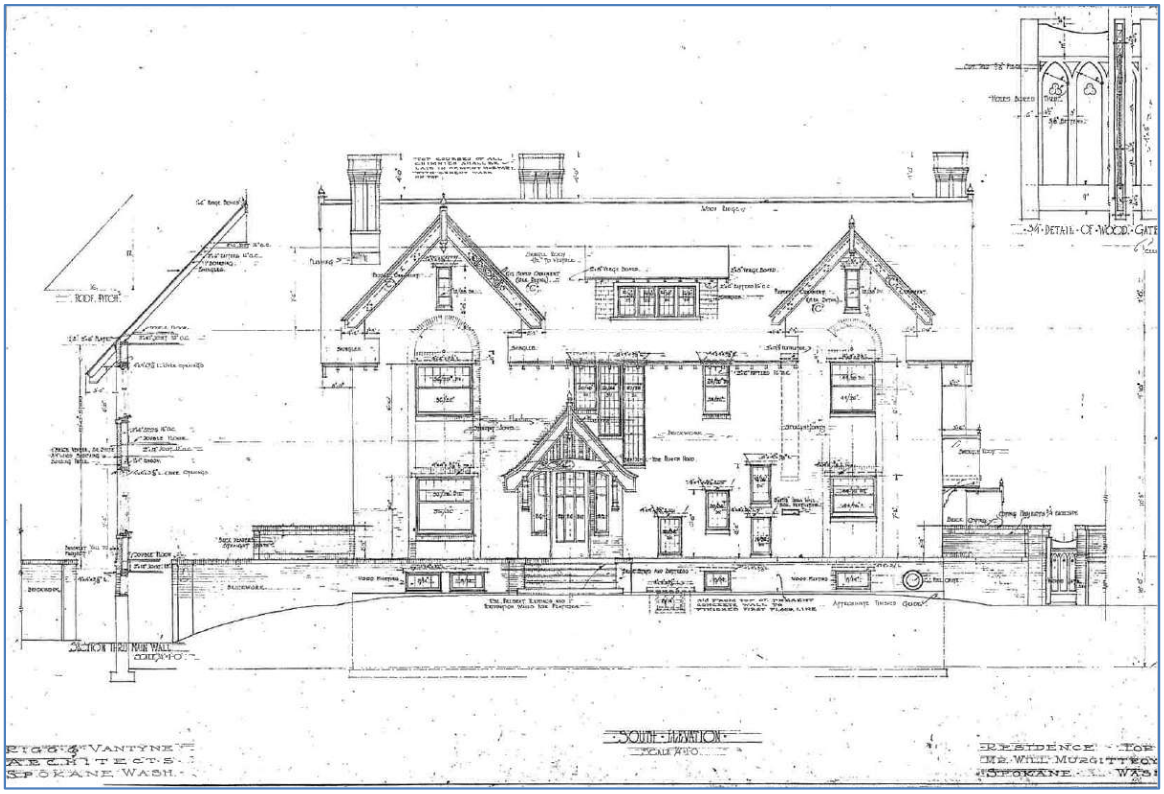
It will be built of brick, in a style characteristic of the Elizabethan period, with a full basement, in which will be located a billiard room, garage, fully equipped electric laundry and storerooms. A living room, dining room, library, kitchen and pantry will occupy most of the first floor. With the exception of the library, all will be in old ivory. One of the modern features will be a glass living porch connecting with the library, which will be finished in trellis work and have a specially designed tile floor. The library will be in African mahogany.

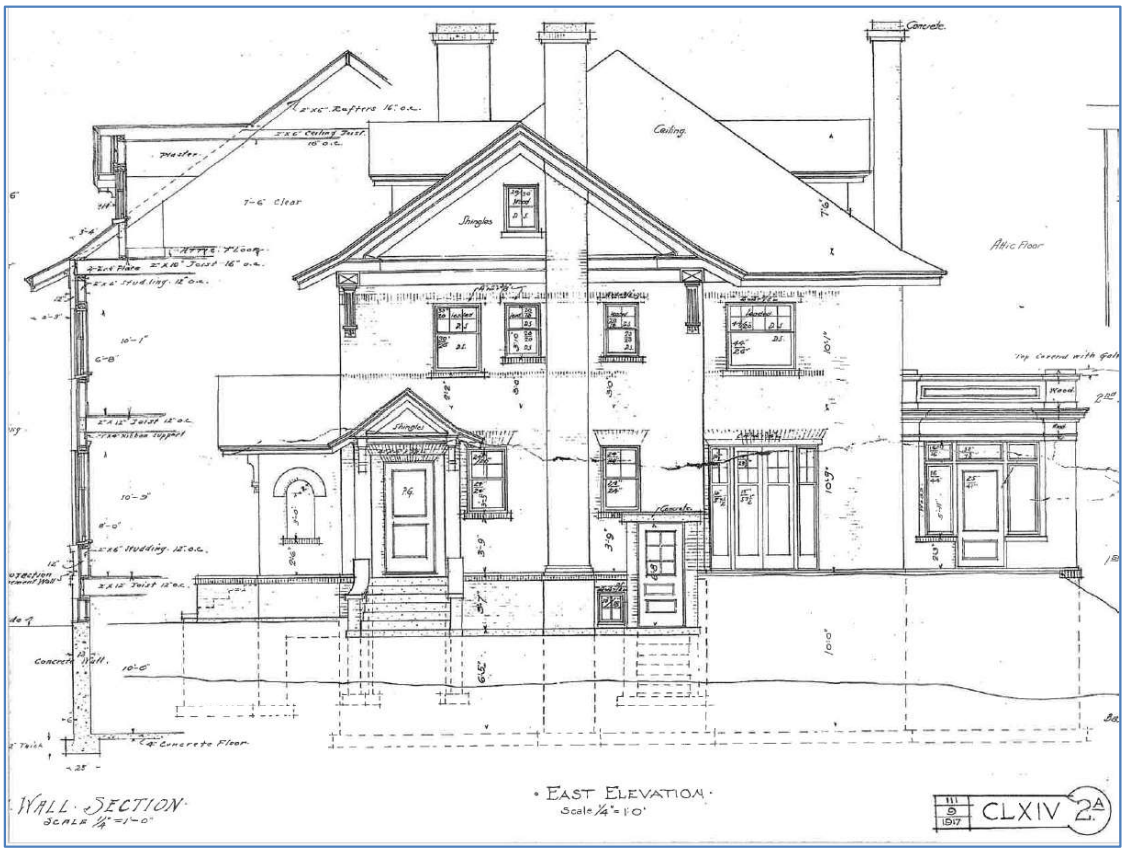
Brick Terrace.

A brick terrace will open off the rear living porch, with rustic fountain and a fernery.

"Work will begin immediately, with J. W. Forrest as the contractor," said Archibald Rigg. "The residence will be one of the most handsome in that part of the city, but all the furnishings and draperies will be of a quiet nature."

The Murgittroyd home will be in the immediate vicinity of the beautiful residence of Thomas J. Humbird and Charles Jones.


DETAIL OF WOOD GATE
SOUTH ELEVATION
SCALE 1/4"=1'-0"
RESIDENCE FOR
MR. WM. MURGITTROYD
SPOKANE, WASH.
KIRTLAND K. CUTTER & VANTYNE
ARCHITECTS
SPOKANE, WASH.


Concrete
Ceiling
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Concrete
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4" Concrete Floor
WALL SECTION
SCALE 1/4"=1'-0"
EAST ELEVATION
Scale 1/4"=1'0"
CLXIV 2A



House elevations – 1919, Rigg & VanTyne (property of the owner, David Stockton)





Photos 1 and 2
2025 photographs of the south façade of the Murgittroyd House

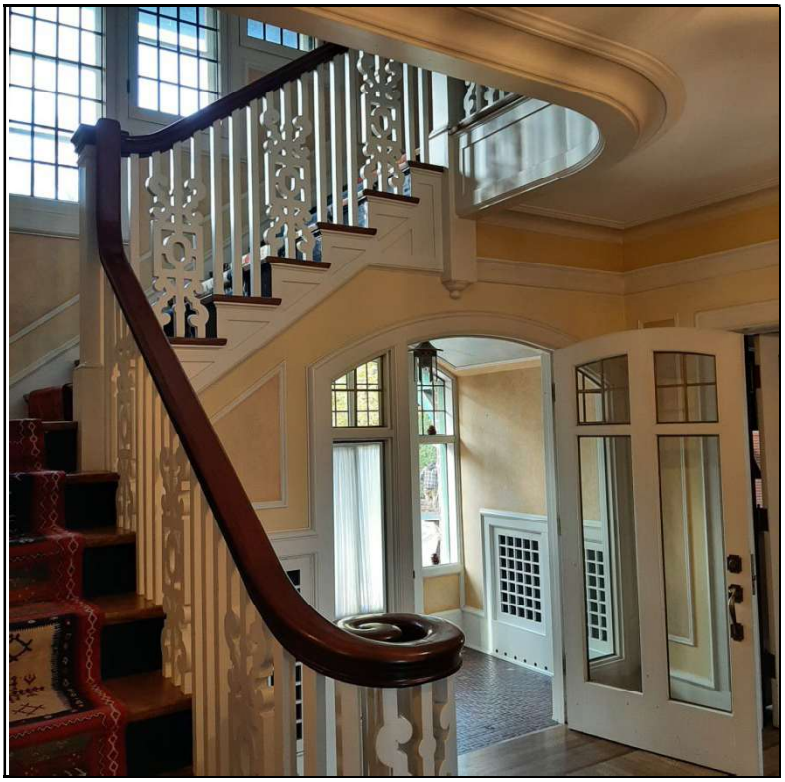


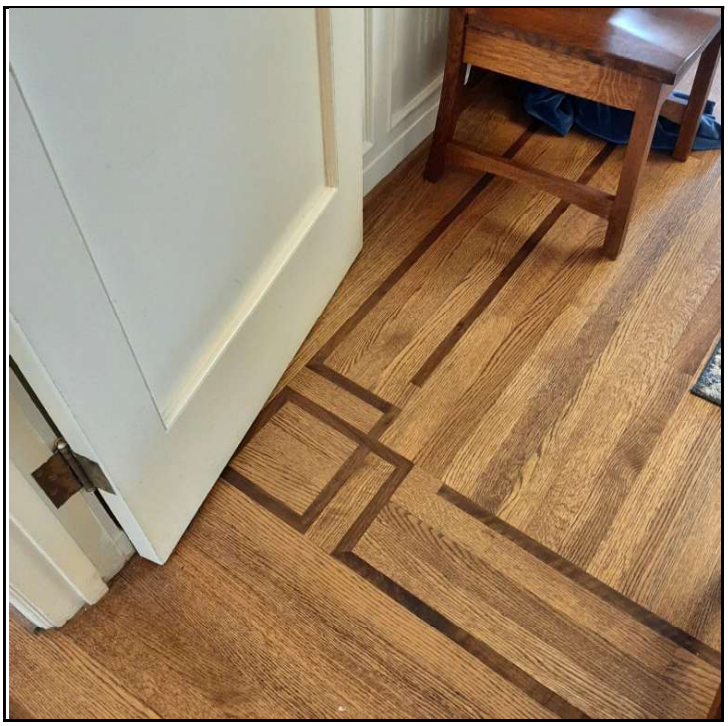


Photos 3 and 4
2025 photographs of the north rear face of the Murgittroyd House (a garage/caretaker's cottage is located northwest of the Murgittroyd House)



Photos 5 and 6
2025 photographs of the formal front door entrance at the south facade of the Murgittroyd House. The front entrance opens to a circular stairway that leads to the home's second story.

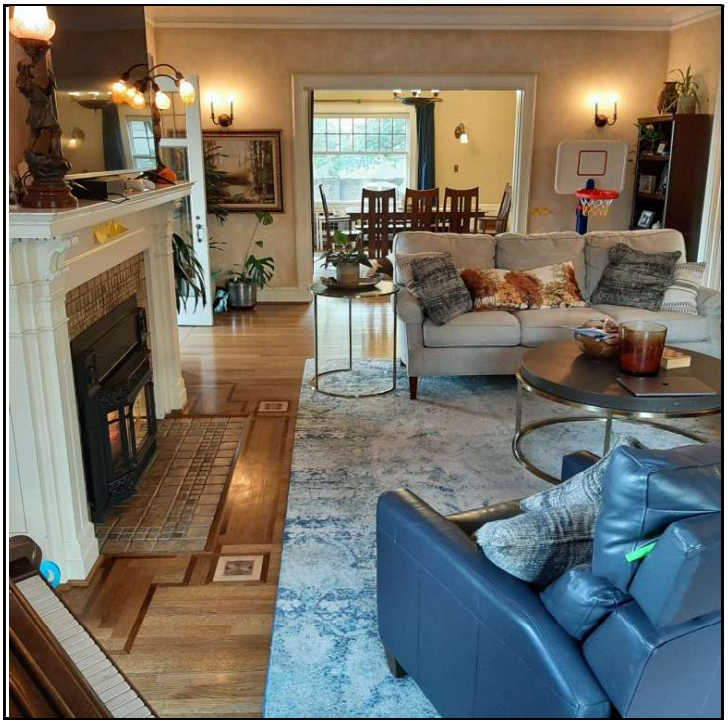






Photos 7 and 8
2025 photographs of decorative inlaid walnut designs on the home's first floor.





Photos 9 and 10

Photo 9 shows the northwest corner of the living room with a fireplace on the north wall. Photo 10 features a view looking east past the fireplace to a formal dining room.





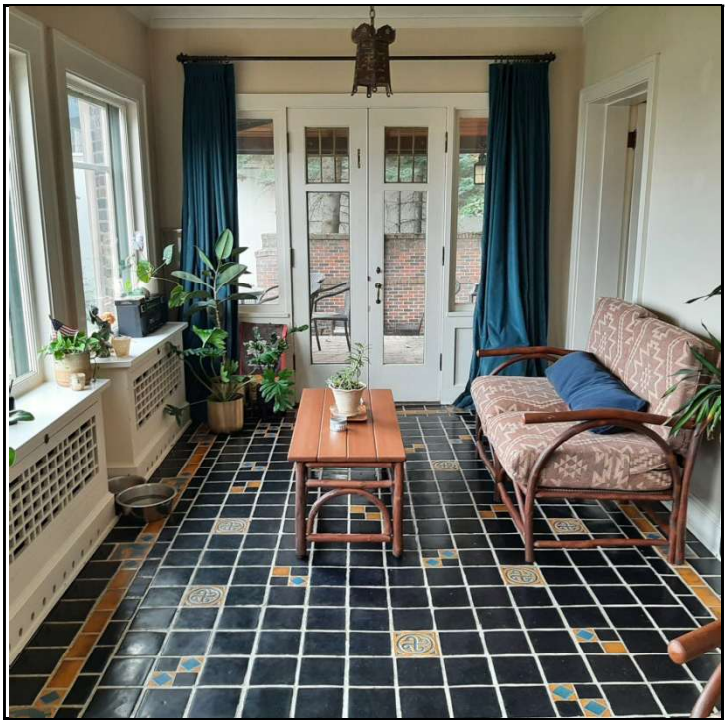
Photos 11 and 12
Photo 11 shows a multi-paned sliding door that opens to a dining room.
Photo 12 features the dining room table with the living room in the background (looking northwest).





Photos 13 and 14
2025 photographs of the library in the southwest corner of the home's first floor. The piano is located in the southeast corner of the room. The fireplace is built on the west exterior wall.





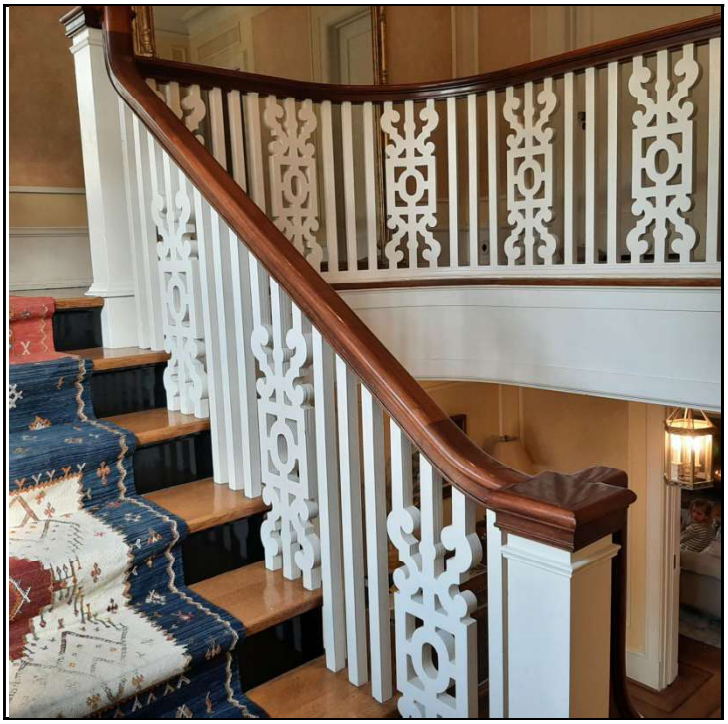
Photos 15 and 16
2025 photographs of the sunroom located behind the living room along the home's north rear elevation at the first floor. The sunroom features handmade ceramic tiles made around 1919 by the Flint Tile Company in the Midwest USA. Notice the circa 1919 pagoda-style ceiling lanterns designed by renowned Spokane architect Kirtland K. Cutter.





Photos 17 and 18

A large kitchen is located along the east wall of the first floor, and extends from the home's south façade to the rear north wall of the house.





Photos 19 and 20

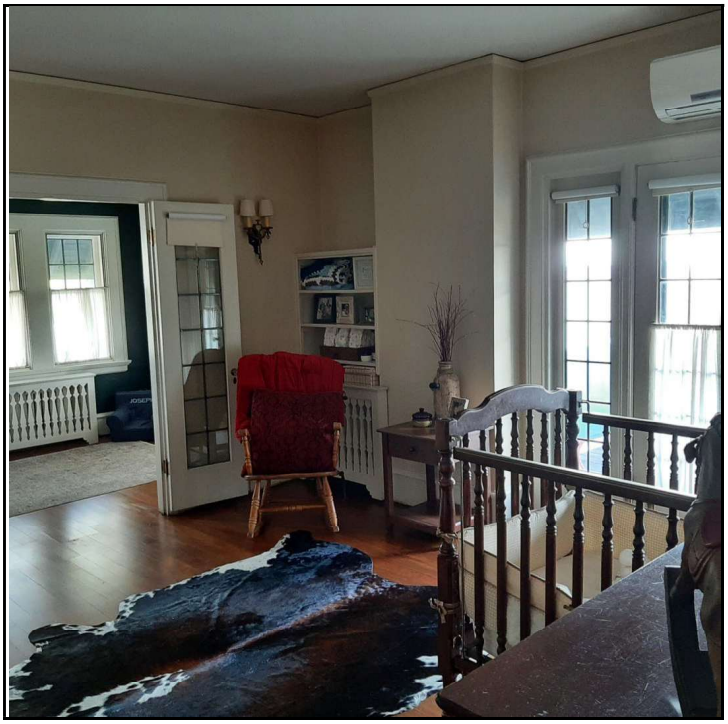
2025 photos that show the stairway from the first floor to the second floor, and the southwest corner bedroom on the second floor.

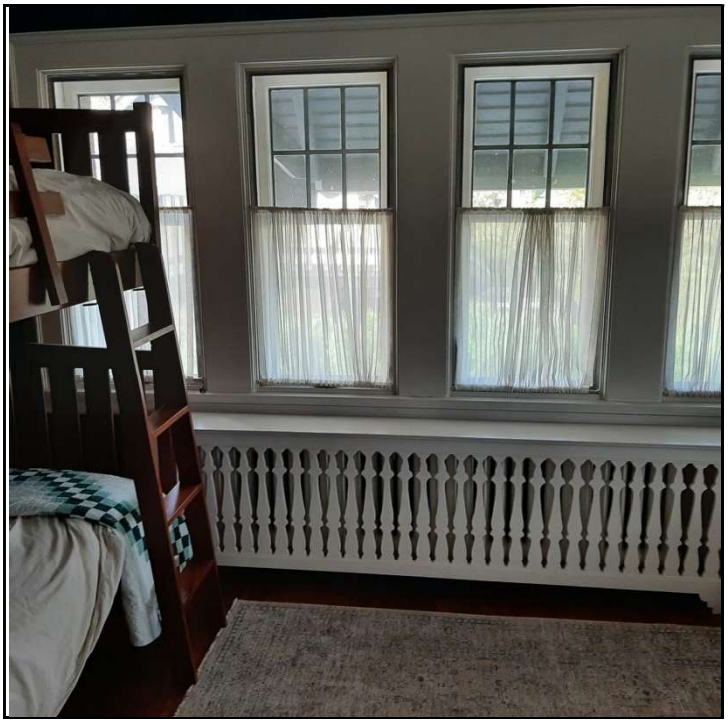




Photos 21 and 22

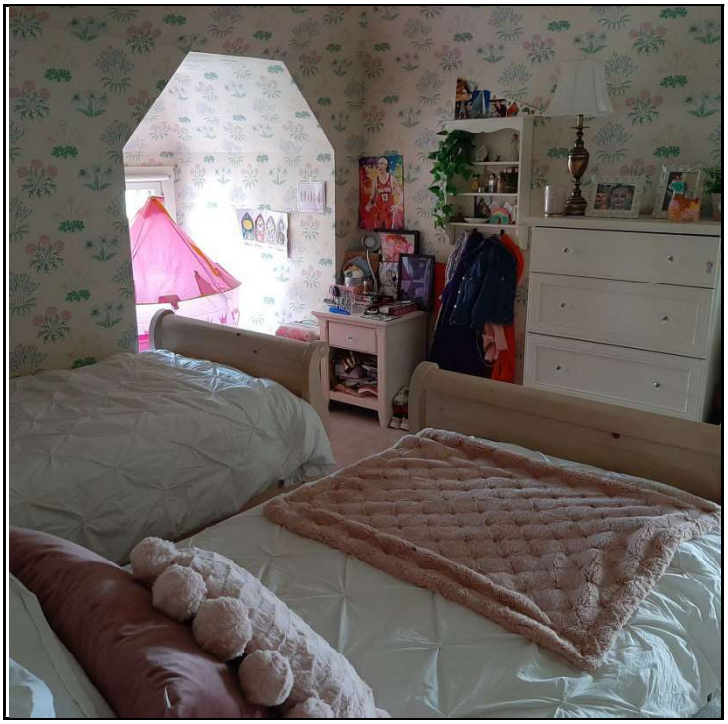
2025 photos of the master bedroom and adjoining vanity located in the northeast corner of the second floor.

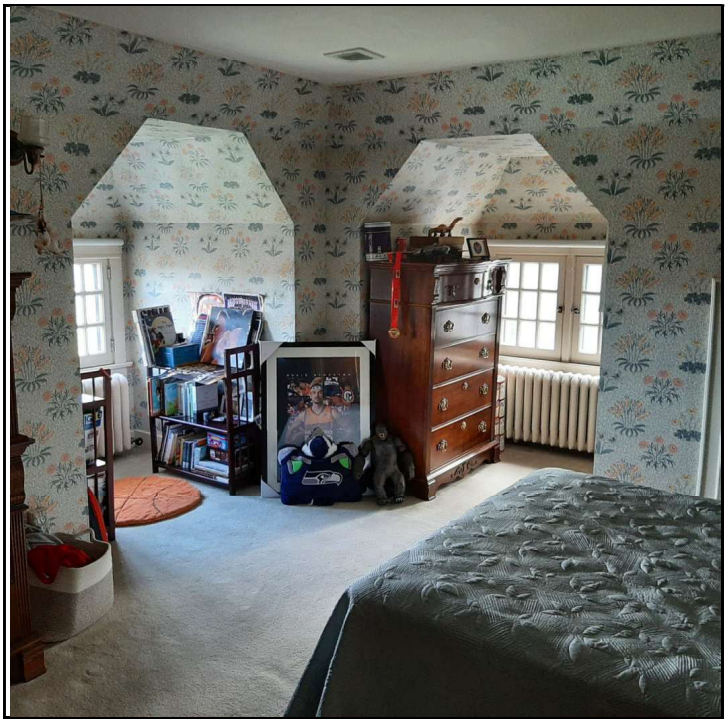




Photos 23 and 24

2025 photos of the second-floor center bedroom on the north wall, and an adjacent sunroom located at the west end of the bedroom.





Photos 25 and 26

2025 photographs of two bedrooms built on the third floor—a room located along the north wall, and a smaller bedroom in the southwest corner of the third floor.

"W. Murgittroyd, Long Ill, Passes: Leader in Merchantile, Manufacturing, and Civic Circles"; Spokesman Review, March 5, 1946

W. MURGITTROYD, LONG ILL, PASSES

Leader in Mercantile, Manufacturing and Civic Circles.

William Hiram Murgittroyd, 79, former Spokane druggist, prominent in business and civic life, died yesterday at a hospital after several weeks of ill health.

Mr. Murgittroyd, who retired in 1937 as manager of Loose-Wiles Biscuit company's Spokane plant, came to Spokane in 1903 and founded the Murgittroyd drug store at Post and Riverside, which he operated for 22 years.



William H. Murgittroyd.

Incorporated Tru-Blu.

He was one of the original incorporators and president of Tru-Blu Biscuit company. When Loose-Wiles purchased Tru-Blu in 1930 he remained with the new owners as manager of the Spokane plant.

Also interested in mining, he had been associated with the Gleason mine and Bell Boy group at Marysville, Mont., and with placer claims along Salmon river, near Lucile, Idaho. He resided at Marysville during its boom days before coming to Spokane.

In April, 1942, Mr. Murgittroyd became Spokane's first dollar-a-year man, as an associate administrator of War Bonds. He was president of the Inland Automobile association 15 years. Also interested in Boy Scout work, he was president of the Spokane area council in 1927. He was a director of the Spokane and Eastern Trust company and a member of the Spokane City and University club, Country club and Rotary club.

Native of Michigan.

He was born at Davisburg, Mich., and married the late Annie Reed of Helena April 28, 1897. Mrs. Murgittroyd died in California in February, 1935. He married Mrs. Sylvia B. North in January, 1937.

Besides his widow, who resides at Culmstock Arms, he leaves two sons, Milburn and Meredith. Mr. and Mrs. Milburn Murgittroyd are to arrive from Seattle this morning. Meredith is in California.

The body is at the Smith funeral home.

"Spokane Pioneer Taken by Death" Spokane Chronicle, March 6, 1946

SPOKANE PIONEER TAKEN BY DEATH

Will H. Murgittroyd, 79, pioneer Spokane business man, former druggist and president of the old Tru-Blu Biscuit company, died yesterday in a local hospital after several weeks illness.

Born at Davisburg, Mich., in 1867, he came here from Montana in 1903 and opened a drug store at Post and Riverside. After operating the store for 22 years he sold out to the Liggett interests in 1925 and became president of the Tru-Blu Biscuit company of Spokane, Seattle and Portland. He was one of the original incorporators of that firm.

Mr. Murgittroyd assumed active management of the Spokane branch in 1927 and continued in that capacity after the firm was taken over by the Loose-Wiles company in 1930. He remained as active manager until his retirement in 1937.

Was Bank Director.

President of the Inland Automobile association for 15 years, he had also served as a director of the Spokane and Eastern Trust company. In 1926 he was appointed president of the Spokane area Boy Scout council.

Mr. Murgittroyd had been a member of the Masonic lodge since 1889. He had passed the 32d degree, was a member of the Shrine and the Knights Templar.

In April, 1942, as associate administrator of the state war savings staff, he was the first "dollar-a-year" man to be appointed by the government during World war II. For several years he was active in mining ventures.

Survivors include his wife, Sylvia B., at the home in the Culmstock Arms, and two sons, Milburn, Seattle, and Meredith in California. The body is at Smith's.

"Mrs. Murgittroyd Called by Death" Spokane Chronicle, February 16, 1935

MRS. MURGITTROYD CALLED BY DEATH

Mrs. Anne Murgittroyd, W516 Sumner, wife of Will H. Murgittroyd, manager of the Loose-Wiles Biscuit company, died in San Francisco this morning in the Christian Science sanitarium, according to word received here today.

Mr. Murgittroyd and a son, Meredith, were with her at the time of her death. She had been ill since Christmas and had been in California for several weeks. It is understood that the body will be brought to Spokane.

Mrs. Murgittroyd was formerly Miss Anne Read of Helena, Mont. They were married there April 28, 1897, and came to Spokane in 1903. For many years Mr. Murgittroyd was the proprietor of the drug store at Riverside and Post and sold to Liggett's in November, 1925. He was with the Tru-Blu Biscuit company for some years before it was absorbed a few years ago by the Loose-Wiles company. He is now an officer in the latter organization.

For many years Mrs. Murgittroyd had been active in community projects, including the Little Theater group, the Spokane Children's home, of which she was a board member, and other organizations, and more recently wtih the Community Concert association. She was a member of the First Church of Christ, Scientist. Besides her husband and son, Meredith, she is survived by another son, Milburn, who is associated with his father.

Enthusiastic Gardener.

In addition to many social activities, Mrs. Murgittroyd was a lover of flowers and an enthusiastic gardener. The grounds about the home on Sumner, with their flowers and shrubs, show the work of her hands. She was a member of a garden club, Kappa Tau chapter of the Delphians and of the board of the Christian Science church.

She had made various trips to the east and had been in Washington, D. C., a number of times. She was a dinner guest at one of the White House functions during the administration of Herbert Hoover. Mrs. Murgittroyd had been treasurer of the Little Theater group for a number of years.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/26/2025
Clerk's File #	OPR 2024-0986
Cross Ref #	ORD C36761
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPT JAG24 SUBAWARD

Agenda Wording

Acceptance of indirect Dept. of Justice JAG24 grant through Spokane County.

Summary (Background)

The Spokane Police Department and Spokane County agreed under OPR 2024-0986 to jointly apply for Edward Byrne Memorial Justice Assistance Grant (JAG) FY24. The award was formally accepted with the County as the primarily recipient. Funds are now being subawarded to Spokane PD for continued implementation of its red dot sight program. Period of performance 10/01/2023 to 09/30/2027. ALN #16.738. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 76,478.00
Current Year Cost	$ 76,478.00
Subsequent Year(s) Cost	$

Narrative

Funds to be used for one-time equipment purchases.

Amount		Budget Account
Expense	$ 76,478.00	# 1620-91839-99999-33316-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	ACCOUNTING -	SCHMITT, KEVIN
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jessica Honl jhonl@spokanecounty.gov	SPDFinance@spokanecity.org

AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE POLICE DEPARTMENT IN CONJUNCTION WITH FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT

1. Grantee City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260	**2.Contract Amount** **$76,478.00**	**3. Tax ID#** 91-6001370 **4. UEI#** **PDNCLY8MYJN3**
5. Grantee Representative Matthew Cowles Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4115 mcowles@spokanepolice.org	**6. County's Representative** Heather Arnold Grants Administrator Spokane County 1116 W. Broadway Avenue Spokane, WA 99260-2052 (509) 477-7272 harnold@spokanecounty.org	

7. Grantor ID #	**8. Original Grant ID#** **15PBJA-24-GG-05278-JAGX**	**9. Start Date** 10/1/2023	**10. End Date** 9/30/2027

11. Funding Source:
☒ Federal ☐ State ☐ Other

12. Federal Funds (as applicable)	**CFDA #** **16.738**	**Federal Agency:** **U.S. Department of Justice**

13. Contractor Selection Process: (check all that apply or qualify) ☐ Sole Source ☐ A/E Services ☐ Competitive Bidding ☒ Pre-approved by Funder	**14. Contractor Type: (check all that apply)** ☐ Private Organization/Individual ☒ Public Organization/ Individual ☐ Vendor ☒ Subrecipient ☒ Non – Profit ☐ For-Profit

15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.

16. The COUNTY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment A Scope of Work, (3) Attachment B Budget, (4) Attachment C Statement of Assurances, (5) Attachment D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment E FFATA, (7) Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment G National Environmental Policy Act, (9) Attachment H Acknowledgement of Allowable and Unallowable Costs, (10) Attachment I Equal Employment Opportunity Plan Certification Form, and (11) Attachment J CCR Registration of Sub-Recipient UEI Numbers .

FOR THE GRANTEE:	**FOR THE COUNTY:**
Signature Date	Signature Date
Name	Name
Title	Title

(FACE SHEET)

1. SERVICES

1.1. The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

2. COMPENSATION

2.1. The COUNTY shall reimburse the CITY an amount not to exceed Seventy-Six Thousand Four Hundred Seventy-Eight Dollars ($76,478.00) as set forth in Attachment B, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment A. The CITY's reimbursement for services set forth in Attachment A shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment B and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December's reimbursement request must be received no later than January 10th to be allowable under the grant. A reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 30, 2027.

2.2. Requests for reimbursement shall be submitted electronically to:

Jessica Honl
Spokane County
1116 W. Broadway Avenue
Spokane, WA 99260-2052
jhonl@spokanecounty.org

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

3. TERM

3.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

4. RELATIONSHIP OF THE PARTIES

4.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved, and the

conduct and control of the activities as set forth in Section No. 1 and described in Attachment A will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

5. VENUE STIPULATION

5.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

6. COMPLIANCE WITH LAWS

6.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:

6.1.1. Audits – 2 CFR Part 200;

6.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;

6.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200;

6.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51- 54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5

6.1.6. U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and

6.1.7. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

6.1.8. Washington State Laws and Regulations

6.1.8.1. Affirmative action, RCW 41.06.020 (11);

6.1.8.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;

6.1.8.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;

6.1.8.4. Discrimination-human rights commission, Chapter 49.60 RCW;

6.1.8.5. Ethics in public service, Chapter 42.52 RCW;

6.1.8.6. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;

6.1.8.7. Open public meetings act, Chapter 42.30 RCW;

6.1.8.8. Public records act, Chapter 42.56 RCW; and

6.1.8.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

7. AUDIT

7.1. General Requirements

7.1.1. The CITY shall procure audit services based on the following guidelines.

7.1.2. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

7.1.4. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.

7.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included in the audit report. The CITY must respond to the COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

7.2. Federal Funds Requirement – 2 CFR Part 200

7.2.1. The CITY, if expending $1,000,000.00 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

7.2.1.1. Grantor agency name;

7.2.1.2. Federal agency;

7.2.1.3. Federal program income;

7.2.1.4. Other identifying contract numbers;

7.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);

7.2.1.6. Grantor contract number;

7.2.1.7. Total award amount including amendments (total grant award); and

7.2.1.8. Current year expenditures.

7.2.2. If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.

7.2.3. The CITY shall include the above audit requirements in any subcontracts.

7.2.4. In any case, the CITY's financial records must be available for review by the COUNTY and the Department of Justice.

7.3. Documentation Requirements

7.3.1. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 5 Compensation.

7.3.2. In addition to sending a copy of the audit, when applicable, the CITY must include:

7.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY; and

7.3.2.2. Copy of the Management Letter.

8. REPORTING REQUIREMENTS

8.1. The CITY will use the BJA Performance Metric (PMT) at https://ojpsso.ojp.gov/ (orany other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by OJP/DOJ. The CITY must submit its performance metrics into the BJA system before the 29th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.

8.2. The CITY must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

8.3. The CITY shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to COUNTY the FFATA Form which is incorporated by reference and made a part of this Agreement.

9. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

9.1. The CITY 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.

10. NON-DISCRIMINATION

10.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this Agreement.

11. NONCOMPLIANCE WITH NONDISCIMINATION LAWS

11.1. During the performance of this Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

12. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

12.1. In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the CITY, the CITY will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the COUNTY.

12.2. The CITY shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

12.3. The CITY is required to ensure compliance with this requirement.

13. NEW CIVIL RIGHTS PROVISION

13.1. The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

14. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

14.1. The CITY must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

15. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

15.1. The CITY will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the GRANTEE is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the COUNTY indicating that it is not required to develop an EEOP.

15.2. If the CITY is required to develop an EEOP but not required to submit the EEOP to the OCR, the CITY will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If the CITY is awarded a grant of Five Hundred Thousand Dollars ($500,000) or more and has fifty (50) or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt

from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at https://www.ojp.gov/program/civil-rights/eeop/faqs.

16. NON-SUPPLANTING CERTIFICATION

16.1. No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

16.2. If the CITY currently has other active awards of federal funds, or if the CITY receives any other award of federal funds during the period of performance for this award, the CITY promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the CITY must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

17. APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

17.1. The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

18. INDEMNIFICATION

18.1. The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

18.2. The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY.

Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

18.3. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

18.4. These indemnifications and waiver shall survive the termination of this Agreement.

18.5. No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

19. INSURANCE

19.1. The CITY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:

19.1.1. GENERAL LIABILITY INSURANCE: The CITY shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and $5,000.00 medical expense.

19.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane County, its' officers, agents and employees are named as an additional insured with respect to the 2022 JAG Agreement between the City and Spokane County."

19.1.3. WORKERS COMPENSATION: If the CITY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the CITY's assurance that coverage is in effect.

19.1.4. PROFESSIONAL LIABILITY INSURANCE: The CITY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of $1,000,000.00.

19.2. Any exclusion of the Agreement's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the COUNTY. The CITY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of

such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the CITY and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the CITY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

19.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY.

19.4. The CITY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY IN CONJUNCTION WITH FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT". Upon request, the CITY shall forward to the Risk Management Department the original policy, or endorsement obtained.

19.5. Failure of the CITY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.

19.6. Providing coverage in the above amounts shall not be construed to relieve the CITY from liability in excess of such amounts.

19.7. The CITY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the CITY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the COUNTY may collect from the CITY the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the CITY to the accident fund from the amount payable to the CITY by the COUNTY under this Agreement 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 CITY.

19.8. Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.

20. MAINTENANCE OF RECORDS

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

20.2. The CITY shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the COUNTY, personnel duly authorized by the COUNTY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

20.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved and an additional three (3) years beyond resolution.

21. TERMINATION FOR CAUSE / SUSPENSION

21.1. In the event COUNTY determines that the CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the CITY. Such termination shall be deemed “Termination for Cause." Termination shall take effect on the date specified in the notice.

21.2. In the alternative, COUNTY upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this Agreement. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the CITY.

21.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the CITY's actions or negligence. If the Agreement is terminated for cause, the CITY shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement agreement, as well as all costs associated with entering into the replacement agreement (i.e., competitive bidding, mailing, advertising, and staff time).

22. TERMINATION FOR CONVENIENCE

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

23. TERMINATION PROCEDURES

23.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:

23.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;

23.1.2. Place no further orders for materials, services, or facilities related to the Agreement;

23.1.3. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of County; and

23.1.3. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

23.2. Upon termination of the Agreement, COUNTY shall pay the CITY for any service provided by the CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.

23.3. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

23.4. Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

24. DISPUTE RESOLUTION

24.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

24.2. The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

24.3. The costs of the arbitration panel shall be equally split between the Parties.

25. COUNTY REPRESENTATIVE

25.1. The COUNTY hereby appoints, and the CITY hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY'S liaison for the purpose of administering this Agreement. The CITY hereby appoints, and

COUNTY hereby accepts the CITY's representative, or his/her designee as identified on the Face Sheet as the CITY's liaison for the purpose of administering this Agreement.

26. WAIVER

26.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

27. MODIFICATION

27.1. 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.

28. NO THIRD-PARTY BENEFICIARIES

28.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

29. NOTICES

29.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or CITY at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

30. SURVIVAL

30.1. Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

31. SEVERABILITY

31.1. It is understood and agreed between the Parties that 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 provisions 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 modify to conform to such statutory provision.

32. EXECUTION AND APPROVAL

32.1. The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

33. ACCESS TO DATA

33. In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Agreement to the COUNTY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

34. ACKNOWLEDGEMENT OF FEDERAL FUNDING

34.1. The CITY shall submit to the COUNTY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the CITY's or government's expense, shall contain the following statements:

34.1.1. "This project was supported by Grant No. **15PBJA-24-GG-05278-JAGX** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice."

35. ALL WRITINGS CONTAINED HEREIN

35.1. 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 condition not expressed in this Agreement has been made to induce the CITY to execute the same.

36. ANTI-KICKBACK

36.1. 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.

37. ASSIGNMENT

37.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

38. ATTORNEYS' FEES

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

39. AUTHORITY TO OBLIGATE AWARD FUNDS CONTINGENT ON NONINTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT (8 U.S.C. 1373 AND 1644); UNALLOWABLE COSTS; NOTIFICATION

39.1. If the CITY is a "State," a local government, or a "public" institution of higher education:

39.1.1. The CITY may not obligate Agreement funds if, at the time of the obligation, the "program or activity" of the CITY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with Agreement funds is subject to any "information-communication restriction".

39.1.2. In addition, with respect to any project costs it incurs "at risk," the CITY may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the CITY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

39.1.3. Any drawdown of award funds by the CITY shall be considered, for all purposes, to be a material representation by the CITY to OJP that, as of the date the CITY requests the drawdown, the CITY and each subcontractor (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

39.1.4. The CITY must promptly notify the COUNTY (in writing) if the CITY, from its requisite monitoring of compliance with award conditions or otherwise, has

credible evidence that indicates that the funded program or activity of the CITY, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subcontract (at any tier) to a subcontractor that is a State, a local government, or a public institution of higher education must require prompt notification to the COUNTY, should the subcontractor have such credible evidence regarding an information-communication restriction.

39.2. Any Agreement, at any tier, to a subcontractor that is a State, a local government, or a public institution of higher education must provide that the subcontractor may not obligate award funds if, at the time of the obligation, the program or activity of the subcontractor (or of any further such subcontractor at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

39.3. Absent an express written determination by the COUNTY or DOJ to the contrary, based upon a finding by the COUNTY or DOJ of compelling circumstances (e.g., a small amount of Agreement funds obligated by the CITY at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the CITY despite diligent monitoring), any obligations of Agreement funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, the COUNTY or DOJ will give great weight to evidence submitted by the CITY that demonstrates diligent monitoring of subcontractors compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" Agreement condition.

39.4. Rules of Construction

39.4.1. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition; and

39.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

40.1. The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

40.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

40.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

40.1.3. 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 (A)(2) of this section; and

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

40.2. Where the CITY is unable to certify to any of the statements in this Agreement, the CITY shall attach an explanation to this Agreement.

40.3. The CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.

40.4. The CITY further agrees by signing this Agreement 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

40.4.1. The lower tier grantee certifies, by signing this Agreement 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.

40.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.

40.5. 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 the COUNTY for assistance in obtaining a copy of these regulations.

41. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

41.1.1. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;

41.1.2. All material produced by the CITY that is designated as "confidential" by COUNTY; and

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

41.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY and any subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22, that are applicable to collection, use, and revelation of data or information. The GRANTEE agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY 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 CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

41.3. Unauthorized Use or Disclosure. The CITY shall notify COUNTY 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.

42. CONFLICT OF INTEREST

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

42.2. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CITY and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the COUNTY that a conflict of interest exists, the CITY may be disqualified from further consideration for the award of a contract.

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

43. COPYRIGHT PROVISIONS

43.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY 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 COUNTY effective from the moment of creation of such Materials.

43.2. "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.

43.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY 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 CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

43.4. The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, 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 Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

43.5. The CITY understands and agrees that any training or training materials developed or delivered with funding provided through this Agreement must adhere to the OJP Training Principles for Grantees and Subgrantees. The principles are available at https://www.ojp.gov/training-and-technical-assistance.

44. COUNTERPARTS

44.1. 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.

45. EXPENDITURES PROHIBITED WITHOUT WAIVER

45.1. No funds under this Agreement may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

46. HEADINGS

46.1. 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.

47. LICENSING, ACCREDITATION, AND REGISTRATION

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

48. LIMITATION OF AUTHORITY

48.1. 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 Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

49 LOSS OF FUNDING

49.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

50. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: 8 U.S.C. 1373 AND 1644; ONGOING COMPLIANCE

50.1. With respect to the "program or activity" funded in whole or part under this Agreement, including any such program or activity of any subcontractor at any tier, throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict: (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving,

maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

50.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.

50.3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the CITY, or any subcontractor at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

50.4. Rules of Construction

50.4.1. For purposes of this condition:

50.4.1.1. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;

50.4.1.2. A public institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.");

50.4.1.3. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);

Immigration status means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa; and

50.4.1.4. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the DHS.

50.4.2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

50.4.3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

51. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: INTERROGATION OF CERTAIN ALIENS

51.1. SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the CITY accepts this award, and

throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

51.1.1. Noninterference with statutory law enforcement access to correctional facilities. Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" within the funded program or activity, no State or local government entity, agency, or official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

51.1.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.

51.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

51.1.4. Rules of construction

51.1.4.1. For purposes of this condition:

51.1.4.2. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3));

51.1.4.3. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7));

51.1.4.4. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that: (1) is designed to prevent or to significantly delay or complicate; or (2) has the effect of preventing or of significantly delaying or complicating.

51.1.5. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

52. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NO PUBLIC DISCLOSURE OF CERTAIN LAW ENFORCEMENT SENSITIVE INFORMATION

52.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the CITY accepts this Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontracts (at any tier).

52.1.1. Noninterference: No public disclosure of federal law enforcement information, in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

52.1.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.

52.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, Agreement funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

52.1.4. Rules of construction:

52.1.4.1. For purposes of this condition:

52.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3));

52.1.4.1.2. The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation: (1) through any database; (2) in connection with any law enforcement partnership or task-force; (3) in connection with any request for law enforcement assistance or cooperation; or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

52.1.4.1.3. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

52.1.4.1.4. The term "public disclosure" means any communication or release other than one: (a) within the CITY; or (b) to any subcontractor (at any tier) that is a government entity.

52.1.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

53. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NOTICE OF SCHEDULED RELEASE

53.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the CITY accepts the Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontract at any tier.

53.1.1. Noninterference with "removal" process: Notice of scheduled release date and time. Consonant with federal law enforcement statutes including: 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a ninety (90) day removal period during which the federal government shall detain and then "shall" remove an alien from the U.S. begins no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, agency, or official (including a government-contracted correctional facility) may interfere with the removal process by failing to provide, as early as practicable (see para. 4.C. below), advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

53.1.2. Monitoring: The CITY's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

53.1.3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

53.1.4. Rules of construction:

53.1.4.1. For purposes of this condition:

53.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

53.1.4.1.2. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

53.1.4.2. Nothing in this condition shall be understood to authorize or require any CITY, any subcontractor at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

53.1.4.3. Applicability:

53.1.4.3.1. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

53.1.4.3.2. Current DHS practice is to use the same form for a second, distinct purpose, to request that an individual be detained for up to forty-eight (48) hours after the scheduled release. This condition does not encompass such DHS requests for detention.

53.1.4.4. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award conditions are incorporated by reference as though set forth here in full.

54. ORDER OF PRECEDENCE:

54.1. In the event of an inconsistency between the provisions in Agreement, the inconsistency shall be resolved by giving precedence in the following order:

54.1.1. Applicable federal and State of Washington statutes and regulations;

54.1.2. Face Sheet;

54.1.3. Attachment A-Scope of Work; and

54.1.4. Attachment B-Budget.

55. POLITICAL ACTIVITIES

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

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

56. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

56.1. The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement 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.

57. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

57.1. A CITY which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Agreement.

57.2. The CITY's procurement system should include at least the following:

57.2.1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.

57.2.2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

57.2.3. Minimum procedural requirements, as follows:

57.2.3.1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items;

57.2.3.2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items;

57.2.3.3. Positive efforts shall be made to use small and minority-owned businesses;

57.2.3.4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the CITY, but must be appropriate for the particular procurement and for promoting the best interest of the program involved;

57.2.3.5. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;

57.2.3.6. Some form of price or cost analysis should be performed in connection with every procurement action;

57.2.3.7. Procurement records and files for purchases shall include all of the following:

57.2.3.7.1. GRANTEE's selection or rejection;

57.2.3.7.2. The basis for the cost or price; and

57.2.3.7.3. Justification for lack of competitive bids if offers are not obtained.

57.2.3.7.4. A system for Grant administrator to ensure CITY conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.

57.2.3.7.5. The CITY and subgrantees must receive prior approval from the COUNTY for using funds from this Agreement to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Agreement is expected to exceed $5,000.

57.3. Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

58. PUBLICITY

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

59. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

59.1. On September 1, 2018, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

59.2. Effective September 1, 2018, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in material incorporated by reference through conditions, and references set out in other requirements.

60. REMEDIESFOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

60.1. Failure to comply with any one or more of these Agreement requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the

COUNTY or OJP taking appropriate action with respect to the CITY and the agreement. Among other things, the COUNTY may withhold funds, disallow costs, or suspend or terminate this Agreement. The COUNTY may also take other legal action as appropriate.

60.2. Any materially false, fictitious, or fraudulent statement to the federal government related to this Agreement (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

61. REQUIREMENTS OF THE AWARD

61.1. The conditions of this Agreement are material requirements of the Agreement. Compliance with any certifications or assurances submitted by or on behalf of the CITY that relate to conduct during the period of performance also is a material requirement of this Agreement.

62. REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS

62.1. The CITY may not make a subcontract to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subcontractor responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subcontractor responses must be collected and maintained by the CITY, consistent with regular document retention requirements, and must be made available to the COUNTY or DOJ upon request. Responses to these questions are not required from subcontractors that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

63. REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ

63.1. If the CITY is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the CITY must disclose that fact and certain related information to the COUNTY and DOJ by email at harnold@spokanecounty.org and jeffrey.felten-green@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the CITY's past performance, or other programmatic or financial concerns with the CITY. The CITY's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address); and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

64. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

64.1. The CITY, and any subcontractor at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient): 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of Personally Identifiable Information (PII) (2 CFR 200.79) within the scope of an OJP grant-funded program or activity; or 2) uses or operates a Federal information system (OMB Circular A-130). The CITY's breach procedures must include a requirement to report actual or imminent breach of PII to the COUNTY's Program Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.

65. RIGHT OF INSPECTION

65.1. The CITY shall provide right of access to its facilities to the COUNTY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

66. SITE SECURITY

66.1. While on COUNTY premises, the CITY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

67. SPECIAL PROVISIONS

67.1. Applicable and attached and incorporated by reference to this Agreement is the following: Attachment C Statement of Assurances; Attachment D Certification Regarding Debarment, Suspension, Ineligibility; Attachment E FFATA; Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment G National Environmental Policy Act; Attachment H Acknowledgment of Allowable and Unallowable Costs; Attachment I Equal Employment Opportunity Plan Certification Form; Attachment J CCR Registration of Sub-Recipient DUNS Numbers, and Washington State Department of Commerce Justice Assistance Grant Subrecipient Compliance Verification.

68. SUBCONTRACTORS

68.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by the CITY to provide the services under the terms of this Agreement agree to comply with this Agreement. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

69. SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM

69.1. Consonant with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. ch. 409, if the GRANTEE, or any subrecipient at any tier, uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the CITY (or subcontractor, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

69.2. In the event of minor and transitory non-compliance, the CITY may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

70. TAXES

70.1. If this Agreement applies to CITY staff, all payments accrued on account of payroll taxes, unemployment contributions, the CITY income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

ATTACHMENT A

SCOPE OF WORK

The Agreement is to clearly identify the roles and responsibilities of the CITY as they relate to the FY24 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2023 and terminates September 30, 2027. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used to purchase equipment to be used for law enforcement purposes. The CITY further agrees to, but not limited to, the following conditions:

1. Support local law enforcement efforts to prevent and reduce crime and violence by purchasing the equipment approved in the application.
2. Work together with the Spokane County to prevent and reduce crime and violence in the City of Spokane and Spokane County.
3. Subject to all administrative and financial requirements under Award Number 15PBJA-24-GG-05278-JAGX forth in the current edition of the Office of Justice Program (OJP) Guide.
4. Submit timely programmatic and performance reports due quarterly and submitted through the BJA Performance Tools website. The reports are considered to be timely filed if submitted no later than the 29th of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the JustGrants System website. These reports are considered to be timely filed if submitted no later than the 29th of the month following the end of the semi-annual period.
5. Submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
6. Must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7. Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the GRANTEE's acceptance of the award.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in JustGrants (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purpose of this condition is available at http://ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

OJP will immediately withhold ("freeze") award funds if the GRANTEE fails to comply with this condition. Failure to comply also may lead OJP to impose additional appropriate conditions on this award.

ATTACHMENT B

BUDGET

Funding Category	Computation	Amount
CITY OF SPOKANE POLICE DEPARTMENT		
• Holsters	Qty 62 X Cost $157.00	$9734.00
• Ammunition	Qty 62 cases X $435.00	$27,002.00
• Trijicon Rugz'd Sights	Qty 62 X $502.00	$31,124.00
• Suppressor Sights	Qty 62 X $90.00	$5,580.00
• Milling	Qty 62 X $38.00	$2,356.00
• Seal Plates	Qty 62 X $11.00	$682.00
Total Budget		**$76,478.00**

Approved expenditures for the program as set forth in Attachment A (Scope of Work) must be itemized. Transfer of funds between Project categories must be approved by the COUNTY'S representative listed on the face sheet to this Agreement. Any amendments to the budget must be made in writing and approved by the COUNTY'S representative listed on the face sheet to this Agreement.

The CITY shall obligate all grant funds prior to June 30, 2027. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the COUNTY.

Payment will be on a cost reimbursement basis only.

If eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and elects to use the "de minimis" indirect cost rate, the CITY must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

The CITY and any subcontractor at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appear in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Spokane County
INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name

AGENCY NAME

Spokane County
Office of Financial Assistance
Grants Administrator
1116 W Broadway
Spokane, WA 99260
Spokane City

CLAIMANT (Warrant is to be payable to)

Spokane Police Dept.
1100 W. Mallon
Spokane, WA 99260

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane CITY, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant , subgrant or funding source.

BY _____
(SIGN IN INK)

(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.	RECEIVED BY	DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

ATTACHMENT C

STATEMENT OF ASSURANCES

The CITY:

1. The CITY and any subcontractor at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The CITY has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
4. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
5. The CITY and any subcontract at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The CITY also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this AGREEMENT, the CITY is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. The CITY and any subcontractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: 1) mail direct to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499

(phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

8. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2021 award from the Office of Justice Programs (OJP) and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if recipient does not satisfactorily and promptly address outstanding audit issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

9. The CITY and any subcontractor at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021?msclkid=e4131fc2b06711ec86b7df563f71f296 and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the CITY or subrecipient would or might fall within the scope of an appropriations-law restriction, the CITY is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

10. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

11. Will follow the "Federal Leadership on Reducing Text Messaging While Driving", 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

12. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the JustGrants System to document changes.

14. Agrees to comply with DOJ's Global Justice Information Sharing Initiative guidelines. The CITY and any subgrantee at any tier, must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The CITY and any subgrantee at any tier must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15. Agrees that within one hundred twenty (120) days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four (4) years if multiple OJP awards include this requirement. The required training is available free of charge online through BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the CITY must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

16. Agrees to comply with OJP grant monitoring of this award pursuant to OJP's guidelines, protocols, procedures and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including those related to desk reviews and/or site visits. The CITY agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the CITY's Agreement. Further the CITY agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in sanctions affecting the CITY's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the CITY's access to grant funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).

17. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

18. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.

19. Will comply with Title II of the Americans with Disabilities Act of 1990.

20. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.

21. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

22. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The CITY further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

23. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the CITY must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

24. The Grantee and any subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

25. Agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the CITY or individuals defined as employees of the CITY. Details of CITY's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

26. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

27. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

28. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-

acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: http://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

29. Understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

30. Understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.prf.

31. Understands and agrees that, notwithstanding 2 CFR 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except a described as follows: a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certification to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List; b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award; c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale. GRANTEE further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

32. If award funds are being drawn down in advance, the CITY (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The CITY (and subgrantee's) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The CITY also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of performance for the award and expend within ninety (90) days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Authorized Signature for the CITY:

VALID THROUGH

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT D

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME City of Spokane		Doing business as (DBA)	
ADDRESS 1100 W Mallon Ave Spokane, WA 99260	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the

certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

SIGNATURE	DATE
PRINTED NAME OF SIGNATURE	TITLE

ATTACHMENT E

FFATA FORM

Subrecipient Agency: City of Spokane			**Date Completed**: 07/31/2025	
Grant and Year: JAG24, 2025			**Agreement Number**:	
Completed by: Kevin Schmitt *Name*		Accounting Manager *Title*		509-625-6387 *Telephone*
STEP 1				
Is your grant agreement less than $25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☑	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☑	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐	GO to STEP 5

STEP 5	
Executive #1	Name:
	Total Compensation amount: $
Executive #2	Name:
	Total Compensation amount: $
Executive #3	Name:
	Total Compensation amount: $
Executive #4	Name:
	Total Compensation amount: $
Executive #5	Name:
	Total Compensation amount: $

STEP 6
If your organization does not meet these criteria, specifically identify below **each** criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

Signature: _____ **Date**: _____

* Total compensation refers to:
- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

* Additional Resources:

http://www.whitehouse.gov/omb/open
http://www.hrsa.gov/grants/ffata.html
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf
http://www.grants.gov/

ATTACHMENT F

RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS

October 1, 2023 through September 30, 2027

No Grantee or subcontractor under this Agreement, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Agreement, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this Agreement, the CITY:

    - Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the CITY does or is authorized to make subcontracts or contracts under this Agreement:

    It represents that:

    - It has determined that no other entity that the GRANTEE's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    - It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written

notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official | Title

Signature of Authorized Official | Date

ATTACHMENT G

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The CITY understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact Statement, as directed by BJA. The CITY further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to the CITY's Existing Program or Activities: For any Grantee or its subcontractors existing programs or activities that will be funded by this Agreement, the CITY, upon specific request from the COUNTY or BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

The CITY agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the CITY agrees to contact the COUNTY's representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

Yes	N/A	Activity
☐	☑	1. New Construction
☐	☑	2. Minor renovation or remodeling of a property either: a. listed on or eligible for listing on the National Register of Historical Places; or
☐	☑	b. located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species.
☐	☑	3. A renovation, lease, or any proposed use of a building or facility that will either: a. result in a change in its basic prior use (between industrial, office, residential, etc.); or
☐	☑	b. significantly change its size (total structure, not program's portion thereof).
☐	☑	4. Implementation of a new program involving use of chemicals other than chemicals that are: a. purchased as an incidental component of the funded activity; or
☐	☑	b. traditionally used, for example, in office, household, recreational, or educational environments.
☐	☑	5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: _____

Certificate Valid Through (max of 2 years) _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Representing: _____

ATTACHMENT H

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments A and B of the Agreement, including:

- Operating costs, including:
  - Approved costs of personnel (salaries and benefits, and/or overtime).
  - Overtime
  - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above $650 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years) _____

Signature:_____ Date:_____

Printed Name: _____ Title: _____

Agency: _____

ATTACHMENT I

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

*Please read carefully the Instructions (see below) and then complete Section A **or** Section B **or** Section C, not all three. If recipient completes Section A **or** C and sub-grants a single award over $500,000, in addition, please complete Section D.*

Recipient's Name: City of Spokane

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

Is agency a: □ Direct or ☑ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☑ Yes □ No

DUNS Number: PDNCLY8MYJN3 Vendor Number (only if direct recipient)

Name and Title of Contact Person: Kevin Schmitt; Accounting Manager

Telephone Number: 509-625-6387 E-Mail Address: kschmitt@spokanecity.org

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

□ Less than fifty employees. □ Indian Tribe □ Medical Institution.
□ Nonprofit Organization □ Educational Institution □ Receiving a single award(s) less than $25,000.

I, _____ [*responsible official*], certify that _____ [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.I further certify that _____ [*recipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over $500,000, in addition, please complete Section D

_____ _____ _____

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, Lisa Richards [*responsible official*], certify that City of Spokane [*recipient*], which has fifty or more employees and is receiving a single award of $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

City of Spokane
[*organization*].
808 W. Spokane Falls Blvd, Spokane, WA 99201
[*address*].
Lisa Richards Lisa Richards 4/2/24
Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [*responsible official*], certify that _____ [*recipient*], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [*date*] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over $500,000, in addition, please complete Section D.

_____ _____ _____

Print or Type Name and Title *Signature* *Date*

ATTACHMENT J

CCR REGISTRATION OF SUB-RECIPIENT UEI NUMBERS

The CITY must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The CITY also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the CITY) the unique entity identifier required for SAM registration.

The details of the CITY's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Failure to maintain a valid UEI and SAM registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Spokane CITY Office of Financial Assistance

Compliance Checklist

A. FEDERALLY-MANDATED ACTIVITIES: EQUAL OPPORTUNITY PROGRAM					
1.	**EEOP total exemption criteria:**	Yes	No	N/A	Comments
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employees	☐	☑	☐	
b.	Recipient agency is an educational institution	☐	☑	☐	
c.	Recipient agency is an Indian Tribe	☐	☑	☐	
d.	Recipient agency is a medical institution	☐	☑	☐	
e.	Recipient agency is a non-profit organization	☐	☑	☐	
f.	Recipient agency's award is less than $25,000	☐	☑	☐	
	Totally Exempt? Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or " EEOP Required"	☐	☑	☐	
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services	☐	☐	☑	
	Not Totally Exempt:				
3.	If the award is for $500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights	☐	☑	☐	
4.	Was the EEOP submitted to DOJ	☑	☐	☐	
5.	Approval and Expiration dates				Effective Date: 02/29/24 Expiration Date: 02/28/26
6.	EEOP is available for review	☑	☐	☐	
7.	If the award is for less than $500,000 EEOP Certification Form has been submitted to DOJ?	☑	☐	☐	
8.	EEOP has been formulated and signed into effect within the past two (2) years	☑	☐	☐	
	Generic Civil Rights Compliance (Non-EEOP):				
9.	How does the agency notify **program participants** and **beneficiaries** that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?				☒ Job Announcements ☒ Web Site ☒ Posters ☐ Other (specify):
10.	How does the agency notify **employees** that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)				☒ Job Announcement ☒ Orientation Training ☒ Web Site ☒ Refresher Training ☒ Posters ☒ Employee Handbook ☐ Other (specify):

Spokane CITY Office of Financial Assistance

Compliance Checklist

		Yes	No	N/A	Comments
11.	Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights? Explain	☒	☐		
12.	**Grievance Procedures – Notification – Training - Point of Contact**				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services	☒	☐		☒ Policy & Procedures ☒ Web Site or Intranet ☐ Employee Handbook ☒ Collective Bargaining Agreement ☐ Other (specify):
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G (Who).	☒	☐		Designee's Title: HR Director
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability (How).	☒	☐		☒ Job Announcement ☒ Orientation Training ☒ Web Site ☒ Refresher Training ☒ Posters ☒ Employee Handbook ☐ Other (specify):
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain	☐	☐		☒ Orientation Training ☒ Supervisor's Training ☒ Refresher Training (type): ☐ Other (specify):
	Limited English Proficiency				Jurisdiction in general / Law Enforcement
13.	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)	☐	☒		☐ Assessed LEP population & critical services ☐ ☐ Hiring LEP language proficient speakers ☐ ☐ Training personnel in LEP languages ☐ ☐ Coordinating for LEP speakers in advance ☐ ☐ LEP speakers called upon contact ☐ ☐ Language Line used ☐ ☐ Corresponding common phrase (crib) sheets ☐
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services (*Not a requirement, a question*)	☐	☒		☐ Jurisdiction in general ☐ Law Enforcement
		Yes	No	N/A	Comments

Spokane CITY Office of Financial Assistance

Compliance Checklist

15.	**Education Program or Activity** operated by the agency, has the agency taken the following actions:				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex?	☐	☐	☐	
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54? (Who)	☒	☐	☐	Designee's Title: HR Director
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?	☐	☐	☐	
16.	**Religious Activities**, if conducted as part of its program or services:				
a.	Provide services to everyone regardless of religion or religious belief	☐	☐	☐	
b.	Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities	☐	☐	☐	
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs	☐	☐	☐	
17.	**Finding/Rulings**				
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), within the last two years? – Explain if Yes	☐	☐	☐	
b.	Was DOJ (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?	☐	☐	☐	
c.	Corrective action, as negotiated or directed, been implemented?	☐	☐	☐	
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation	☐	☐	☐	
B. DRUG-FREE WORKPLACE		Yes	No	N/A	Comments
19.	Does the agency have a Drug-Free Workplace policy in place?	☐	☐	☐	
20.	Who administers the Drug-Free Workplace Program?				Office or Position Title:
		Yes	No	N/A	Comments

Spokane CITY Office of Financial Assistance

Compliance Checklist

21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance	☐	☐	☐	
22.	Do violations result in: • Termination • Penalties • Rehabilitation	☐	☐	☐	
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?	☐	☐	☐	
24.	Was DOJ (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?	☐	☐	☐	
25.	Was appropriate personnel action taken within 30 days?	☐	☐	☐	
C. CONFLICT OF INTEREST					
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant within the last two years? (Limit response to project's personnel, supervisors and policy chain)	☐	☐	☐	
27.	Was DOJ (or Task Force lead agency) notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?			☐	
28.	Describe the allegation or finding			☐	

Certification: The undersigned certifies that the above is a true representation of the Civil Rights and other issues covered by this checklist for City (responding City, County, or Tribal jurisdiction):

Lisa Richards 4/2/24

Signature (of Human Resources/Personnel Respondent) Date

Signature (of grant activity coordinator (items 13, 14, 17 & 23-27)) Date

Lisa Richards Sr. Human Rights Specialist

Printed Name & Title of Respondent

Printed Name & Title of Respondent

NOTE: Project coordinator/liaison for the grant supported activity (right signature block) should respond to questions with color accented line numbers (13, 14, 17, and 23-27) as in some jurisdictions these events are not consistently reported to Human Resources/Personnel.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/28/2025
Clerk's File #	OPR 2025-0651
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	WTSC DUI TRAINING & OUTREACH GRANT

Agenda Wording

Acceptance of Training/Outreach Grant from WTSC

Summary (Background)

The Spokane Police Department is requesting acceptance of a federal grant, through the Washington Traffic Safety Commission, to provide funding for a officer that will provide training on impaired driving enforcement. This is a continuation of a previous grant as well. Grant ID# 2026-FG-5700 period of performance October 1st, 2025 through September 30th, 2026 under ALN#20.608

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 225,000.00
Current Year Cost	$ 225,000.00
Subsequent Year(s) Cost	$

Narrative

Funds to be used for $203,000 towards one current FTE, $8,000 for travel expenses, and $14, 000 for goods & services.

Amount		Budget Account
Expense	$ 225,000.00	# 1620-XXXXX-99999-33316-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	ACCOUNTING -	SCHMITT, KEVIN
Accounting Manager	SCHMITT, KEVIN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

Edica Esqueda eesqueda@wtsc.wa.gov	SPDFinance@spokanecity.org
tfuller@spokanepolice.org	

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2026-FG-5700-Spokane Police Department Outreach and Training Program

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.608, for traffic safety grant project 2026-FG-5700-Spokane Police Department Outreach and Training Program.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2025, whichever is later, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Washington had 810 traffic deaths in 2023, according to preliminary data collected by the Washington Traffic Safety Commission (WTSC). This represents a 10% increase from 2022 and is the largest number of traffic deaths in Washington since 1990. In the City of Spokane, we have seen a 300% increase in impaired driver-related fatalities from 2018 to 2023.

The City of Spokane is the second-largest city in Washington State, with a population of 228,989 as of 2020. The Spokane County area, with over half a million residents, is the fourth-largest county in the state. In 2022, the Spokane Police Department removed its Motor/Traffic Unit to address a significant staffing shortage. However, the department retained two DUI-dedicated officers in the Traffic Unit until April 2024, when they were reassigned to help with staffing needs.

The DUI-dedicated officers are vital members of the Spokane Therapeutic and Accountability DUI Court Team. They played a crucial role in teaching Standardized Field Sobriety Tests (SFST) and Blood Alcohol Content (BAC) courses at the Spokane Criminal Justice Training Commission (C.J.T.C.) / Basic Law Enforcement Academy (B.L.E.A.). In recent years, the C.J.T.C. / B.L.E.A. removed the Controlled Drinking Session from their curriculum, which has historically played a critical role in training new law enforcement officers for impaired driving investigations and future DUI court testimony.

The Spokane Police Department has continued to offer the Controlled Drinking Session at the Spokane B.L.E.A. academy, but may be unable to do so without DUI-dedicated officers to teach and oversee these sessions. Officers attending the Spokane B.L.E.A. academy come from city and county agencies across Washington.

3.1.2 Project Purpose and Strategies

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend tri-annual BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of providing ARIDE training as a part of this project so that a higher number of trained officers will

attain improved skills.

Additionally, the sub-recipient intends to foster a renewed and more positive culture within the police department and the community, emphasizing proactive DUI enforcement. The sub-recipient will also provide targeted drug-impairment trainings to schools and medical professionals to grow their ability to identify impairment in their students/patients.

This project utilizes proven strategies IMP.2.3 and IMP.2.4 of the 2019 version of Washington's Target Zero Plan (Enhance law enforcement DUI training with Standard Field Sobriety Test (SFST) training and refresher training, Enhance law enforcement DUI training with Advance Roadside Impaired Driving Enforcement (ARIDE) training).

3.2 PROJECT GOALS

1) The SPD ID Training Coordinator will train 250 law enforcement officers on impaired driving enforcement by September 30, 2026.
2) The SPD ID Training Coordinator will maintain skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 3 training events in FFY2026.
3) The SPD ID Training Coordinator will participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.
4) Conduct at least 2 DITEP training courses for Public School Educators, and 2 Community Drug/Alcohol trainings Hospital, Medical Facility, or other Health Care Providers by September 30, 2026.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION
3.3.1 The cost of accomplishing the work described in the SOW will not exceed $225,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC),

as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over $10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of $10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of

$10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of $300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of $1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: $225,000.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS
The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. 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.

8. SUBCONTRACTING REQUIREMENTS

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE
15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States

Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. 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 Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC’s discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY
While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

27. TAXES
All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS
30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the

SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Agreement, SUB-RECIPIENT, including any subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUB-RECIPIENT, including any subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUB-RECIPIENT, or subcontractor, has a collective bargaining or other agreement.

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

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT, including any subcontractors, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that SUB-RECIPIENT, including any subcontractors, is cooperating with the investigating state agency. In the event SUB-RECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Agreement in whole or in part, and SUB-RECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The SUB-RECIPIENT, 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.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUB-RECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference

between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to SUB-RECIPIENT or subcontractors, or that thereafter become due, an amount for damages SUB-RECIPIENT or subcontractor will owe WTSC for default under this provision.

32. WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

33. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

34. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by

reason of changed circumstances.

34.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

34.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

34.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

34.9. Except for transactions authorized under paragraph 34.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier

Covered Transactions

34.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

35. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
35.1. The SUB-RECIPIENT shall:

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

35.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

37. FEDERAL LOBBYING

37.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

37.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

37.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

37.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

37.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

38. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination

("Federal Nondiscrimination Authorities"). These include but are not limited to:
38.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252
38.1.1.2. 49 CFR part 21
38.1.1.3. 28 CFR section 50.3
38.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
38.1.1.8. The Civil Rights Restoration Act of 1987
38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

38.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

38.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

38.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

38.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

39. POLITICAL ACTIVITY (HATCH ACT)
The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with

federal funds.

40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

41. STATE LOBBYING
None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements
42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal 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 personal interest in or a tangible personal benefit from an entity considered for a subaward.

42.2. Based on this policy:
42.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.
42.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements
42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to

perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

42.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

43.3.3 Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	**The Contact for WTSC is:**
Teresa Fuller tfuller@spokanepolice.org 509-209-7188	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

_____	_____
Signature	**Signature-City Clerk**
_____	_____
Printed Name	**Signature-Assistant City Attorney**

_____

Title

_____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

_____

Signature

_____

Printed Name

_____

Title

_____

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		$203,000.00	0%	$0.00	$203,000.00
Travel		$8,000.00	0%	$0.00	$8,000.00
Contract Services		$0.00	0%	$0.00	$0.00
Goods and Services		$14,000.00	0%	$0.00	$14,000.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$225,000.00		$0.00	$225,000.00

Employee Salaries & Benefits: $203,000
These funds will provide funding to support approximately 2080 hours of officer activities to act as the Spokane Police Department Traffic Unit Impaired Driving Training Coordinator (SPD IDTC). They will cover expenses for the activity of one officer to assist with the instruction and preparation of impaired driving training, as well as costs associated with other aspects of managing and implementing the project. The SPD ID Training Coordinator may work overtime to support additional training/court activities. The WTSC will incorporate budget adjustments for cost of living and other wage increases through future contract negotiations, upon prior approval from the WTSC Program Manager.

Travel: $8,000
These funds will cover airfare, hotel, mileage, luggage fees, tolls, and travel expenses related to training events attended or conducted by SPD's Impaired Driving Training Coordinator. Travel expenses will be reimbursed following the Spokane Police Department travel policy unless otherwise agreed to by the IDTC and WTSC Program Manager in which travel rules will default to the WTSC travel policy. Meals will not be reimbursed if provided as part of the training or conference. The IDTC should endeavor to utilize a city or assigned vehicle when traveling to training or other events.

Goods or other expenses: $14,000

Printing of manuals and materials for classes, posters that will be used as training aids, and conference event registration fees. Funding support for healthy snacks and beverages for the controlled drinking session. Grant funds may not be used for the purchase of alcohol.

Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - The SPD ID Training Coordinator will train 250 law enforcement officers on impaired driving enforcement by September 30, 2026.

Objective	Objective Details	Completion Date
Provide ARIDE training based on officer demand, with a goal of 2 trainings per year.	SPD Academy will record who attends ARIDE trainings and report it to the Washington State DEC program.	09/30/2026
Provide 4 BAC/SFST refresher trainings annually.	SPD Academy will record who attends BAC/SFST trainings and report it to the Washington State DEC program.	09/30/2026
Provide 1 full BAC and/or DUI Detection/SFST	SPD Academy will record who attended SFST and BAC trainings and report it to the	09/30/2026

training Annually.	Washington State DEC program.	
Deliver additional impaired driving training, as requested.	SPD IDPC will record any courses taught, training given, and events participated in for this program.	09/30/2026
Participate as an instructor for impaired driving training events throughout the State of Washington, such as DRE Schools, DRE Instructor Schools, SFST Instructor Schools, ARIDE courses, and TSRP courses.	The SPD IDPC will record and document courses and hours of training hours taught.	09/30/2026
Attend DRE Advisory Board meetings, DRE Regional Coordinator Meetings throughout the year.	SPD IDPC will record all DRE Advisory Board Meetings, DRE Regional Coordinators Meeting.	09/30/2026
Provide training summaries to the WTSC in quarterly reports.	Report any additional information not included in the other objectives.	09/30/2026
Provide a minimum of 1 controlled drinking session for current law enforcement officers. Grant funds may not be used for the purchase of alcohol.	The SPD IDTC will work with the WTSC to promote the controlled drinking session. The SPD IDPC will follow all established guidelines and procedures in accordance with the controlled drinking session. Additional resources may be provided to assist with overtime costs to support additional controlled drinking sessions.	09/30/2026
Coordinate and support at least 2 phlebotomy trainings per year.	The SPD ID Training Coordinator will work with other interested jurisdictions to receive phlebotomy training.	09/30/2026

Measure	Reporting Frequency	Type	Target
Percent of officers reporting a higher level of confidence making DUI arrests, measured with a pre/post training survey.	Annual	Outcome	75
Number of BAC/SFST full and refresher trainings provided.	Annual	Process	3
Percent of training participants providing feedback through course evaluations for course improvement.	Annual	Process	100

Number of officers who attend BAC/SFST full and refresher trainings.	Quarterly	Process	30
Number of ARIDE trainings provided.	Annual	Process	2
Number of officers who complete ARIDE training.	Quarterly	Process	20
Number of SPD DUI arrests per year.	Quarterly	Process	300

Goal 2 - The SPD ID Training Coordinator will maintain skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 3 training events in FFY2026.

Objective	Objective Details	Completion Date
Attend IACP Impaired Driving Conference.	This conference brings leaders in law enforcement together to provide training in impaired driving and traffic enforcement. Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC.	09/30/2026
Identify and attend 2 other professional development events to grow and maintain knowledge and skills in impaired driving enforcement.	It is critical that the IDTC has the knowledge and skills to be a trusted leader and instructor of impaired driving enforcement topics. They should seek training opportunities to stay at the cutting edge of the field. Send requests to assigned WTSC Program Manager prior to attending the training event. Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC. These training events may include LEL/TSC meetings or other trainings offered by the WTSC. Additional training events must be pre-approved by the WTSC Program Manager.	09/30/2026

Measure	Reporting Frequency	Type	Target
Number of trainings attended by IDTC.	Quarterly	Process	1

Goal 3 - The SPD ID Training Coordinator will participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.

Objective	Objective Details	Completion Date
Attend and participate in DUI court meetings.	Depending on court schedule, they reoccur 1x a month or quarterly.	09/30/2026
Attend DUI court Staffing/Court meetings.	Meetings occur on a weekly basis.	09/30/2026
Respond to potential serious violations and, if necessary, initiate a call-out response to take participants into custody for relapses or when they pose a risk to themselves or the community.	Respond to 100% of potential serious violations within 24 hours of occurrence, and, if necessary, initiate a call-out response within 12 hours to take participants into custody for relapses or when they pose a risk to themselves or the community.	09/30/2026

Measure	Reporting Frequency	Type	Target
Number of DUI court meetings	Quarterly	Process	1
Number of DUI court Staffing meetings.	Quarterly	Process	12
Percent of serious violations responded to within 24 hours of occurrence.	Annual	Outcome	100

Goal 4 - Conduct at least 2 DITEP training courses for Public School Educators, and 2 Community Drug/Alcohol trainings Hospital, Medical Facility, or other Health Care Providers by September 30, 2026.

Objective	Objective Details	Completion Date
Provide 2 Drug Impairment Training for Educational Professional (D.I.T.E.P.) Requested by ESD 101. Any Additional training may be conducted, by request, as time allows.	SPD IDPC Unit will record number of Educational Professional's, (School Nurses, School Security, Counselors and administrators) who attend and report it to the Washington State DEC program. As requested by ESD 101.	09/30/2025
Provide 2 Community Drug/Alcohol training to Hospital, Medical Facility, or other Health Care Provider. Additional requests may be conducted, by request, as allowed.	SPD IDPC will record who attends and collect any evaluations on training. SPD IDPC will work with the WTSC and the SBIRT training program to familiarize themselves with the training content and connect medical professionals to the screening tool.	09/30/2025
In collaboration with the Spokane Region Target Zero Manager, the SPD ID Training Coordinator will provide trainings for schools in the Spokane region and operate as local resource for interested schools.	SPD IDPC will record who attends and collect any evaluations on training.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of Educational Professionals who attend DITEP trainings.	Annual	Process	20
Number of Community Drug/Alcohol Trainings.	Quarterly	Process	2
Number of Medical professionals who attend trainings conducted.	Quarterly	Process	20
Number of other trainings delivered to respond to other impaired driving needs.	Quarterly	Process	2

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/3/2025		
Clerk's File #	OPR 2019-0812		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	CR27838
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RATE STRUCTURE ANALYSIS CONTRACT RENEWAL		

Agenda Wording

Renewal of OPR 2019-0812. The original contract allowed for two additional three-year contract renewals, this being the second three-year renewal of two. Total Contract amount: $260,000.00.

Summary (Background)

Contract for rate structure analysis of Water, Sewer, and Stormwater utilities by FCS Group not to exceed $260,000.00 annually including tax. This service will result in a clear nexus between utility charges and the City's cost to provide those services. FCS Group is to provide an ongoing rate structure analysis for the Water, Sewer, and Stormwater facilities.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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?

The contract renewal is consistent with the City's requirement for helping align City policies regarding rates and ensure covering the costs of utility services provided.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 86,667.00	**#** 4100-30210-34141-54201-99999
Expense	**$** 86,667.00	**#** 4310-30210-35141-54201-99999
Expense	**$** 86,666.00	**#** 4330-30210-35141-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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rhulvey@spokanecity.org	sspence@spokanecity.org

Committee Agenda Sheet
Select Committee Name

Committee Date	
Submitting Department	Wastewater Management
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org 509-625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Contract Renewal
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Renewal of OPR 2019-0812. The original contract allowed for two additional three-year contract renewals, this being the second three-year renewal of two. Contract for rate structure analysis of Water, Sewer, and Stormwater utilities by FCS Group not to exceed $260,000.00 annually including tax. This service will result in a clear nexus between utility charges and the City's cost to provide those services. FCS Group is to provide an ongoing rate structure analysis for the Water, Sewer, and Stormwater facilities.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

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

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

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

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

  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain

affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

  This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

- 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 contract renewal is consistent with the City's requirement for helping align City policies regarding rates and ensure covering the costs of utility services provided.

Council Subcommittee Review

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

City Clerk's No. OPR 2019-0812

City of Spokane

CONTRACT RENEWAL #2 of 2

Title: Rate Structure Analysis

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Financial Consulting Solutions, d/b/a FCS Group,** whose address is 7525 166th Avenue NE, Suite D-215, Redmond, Washington 99052 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform Rate Structure Analysis of the City's Water, Sewer, and Stormwater Utility Rates; and

WHEREAS, the original Contract allows for additional renewals, this being renewal #2 of 2, therefore this Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated October 16, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on October 1, 2025, and shall end September 30, 2028.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED SIXTY THOUSAND AND 00/100 ($260,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

FINANCIAL CONSULTING SOLUTIONS, d/b/a FCS GROUP	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

U2025-086

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

License Information:

New search Back to results

Entity name: FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

Business name: FCS GROUP

Entity type: Profit Corporation

UBI #: 601-098-550

Business ID: 001

Location ID: 0002

Location: Active

Location address: 7525 166TH AVE NE STE D215
REDMOND WA 98052-7871

Mailing address: 7525 164TH AVE NE STE D215
REDMOND WA 98052-7807

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 2 of 2

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Pasco General Business - Non-Resident	29935			Active	Jul-31-2026	Sep-03-2016
Port Townsend General Business - Non-Resident	7769			Active	Jul-31-2026	Jun-20-2008
Redmond General Business	RED88-00013			Active	Jul-31-2026	Aug-08-1988
Richland General Business - Non-Resident				Active	Jul-31-2026	Jan-02-2020

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Ridgefield General Business - Non-Resident				Active	Jul-31-2026	Feb-13-2023
SeaTac General Business - Non-Resident				Active	Jul-31-2026	Jun-12-2019
Snoqualmie General Business - Non-Resident				Active	Jul-31-2026	Sep-18-2023
Spokane General Business - Non-Resident	T12051365BU			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2026	Jun-24-2005
Sultan General Business - Non-Resident				Active	Jul-31-2026	Feb-23-2022
Sumner General Business - Non-Resident				Active	Jul-31-2026	Apr-07-2020
Vancouver General Business - Non-Resident				Active	Jul-31-2026	Jun-01-1999
Yakima General Business - Non-Resident				Active	Jul-31-2026	Feb-17-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CHASE, EDWIN	
GHILARDUCCI, JOHN	
VIRNOCHE, ANGIE	

Registered Trade Names

Registered trade names	Status	First issued
F C S G	Active	Jul-07-2004
FCS GROUP	Active	Aug-30-1988
FCS GROUP, INC.	Active	Nov-22-2004

Registered trade names	Status	First issued
FINANCIAL CONSULTING SOLUTIONS GROUP, INC.	Active	Nov-22-2004

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/21/2025 6:40:01 AM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2025

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
Foundation Risk Partners, Corp.
P.O. Box 219
Timonium MD 21094

CONTACT NAME: Certificates Team
PHONE (A/C, No, Ext): 410-832-7600 **FAX (A/C, No):** (410) 832-1849
E-MAIL ADDRESS: certsprorisk@foundationrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
INSURER E : Beazley Insurance Company, Inc.	37540
INSURER F :	

INSURED BOWMCON-03
FCS, A Bowman Company
FCS Group; Bowman Consulting Group, LTD
12355 Sunrise Valley Drive, Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 506741425 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			630A3238719	8/31/2025	8/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-5880B353	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			CUP6J395074	8/31/2025	8/31/2026	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB6J317115	8/31/2025	8/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Primary Professional & Poll Liab Excess Professional & Poll Liab			47-EPP-330666-03 V3349C250401	8/31/2025 8/31/2025	8/31/2026 8/31/2026	Each Claim/Aggregate Excess Each Claim/Agg	$5M/$5M $5M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by an insured written contract, executed prior to any loss, the certificate holder is an Additional Insured on a primary and non-contributory basis under the General Liability and Auto Liability Policies subject to all policy terms and conditions. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General Liability, Auto Liability, and Workers Compensation Policies subject to all policy terms and conditions. Umbrella Policy follows form over General Liability, Auto Liability, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER
City of Spokane
909 E. Sprague Ave.
Spokane WA 99202

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

AUTHORIZED REPRESENTATIVE


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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2025-0681		
Cross Ref #	OPR 2024-0247		
Project #	2022069		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	JONATHAN 6267	**Requisition #**	CR 26268
Contact E-Mail	JRADAMS@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PACIFIC AVENUE GREENWAY DESIGN 2022069		

Agenda Wording

Contract with DOWL, Inc (Spokane, WA) for the design of the Pacific Avenue Greenway for $207,635.05.

Summary (Background)

The city received a grant for design and construction of the Pacific Avenue Greenway. Because of the high number of projects relative to staffing levels, Engineering Services contracted the design of this project to a consultant. DOWL was initially selected via RFQ process and approved by Council on 4/8/24. Total contract amount of $485,587.28 plus $48,558.73 administrative reserve for a total of $534,146. The original contract expired on 7/31/25 (with $326,510.96 billed to date) prior to completion of services. Due to the funding being routed through WSDOT the contract cannot be extended, and a new contract must be written for the remaining work. The sole source attached is required for WSDOT process, Purchasing reviewed and confirmed the original RFQ is sufficient for this contract. Contract funding of $207,635.05 will roll over from the previous contract.

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	$ 207,635.05
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This project is largely grant funded and no additional local funds are needed to be added.

Amount		Budget Account
Expense	$ 207,635.05	# 3200-48400-95100-56501-86122
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Funding source is a one-time grant with no ongoing future expense after project is complete.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ADAMS, JONATHAN R.	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	dbuller@spokanecity.org
jradams@spokanecity.org	laga@spokanecity.org

Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): DOWL, LLC	
Address 707 W. Main Ave., Suite B1, Spookane, WA. 99201	Federal Aid Number TAPUL-1220(042)
UBI Number 601945967	Federal TIN 92-0166301
Execution Date 10/6/2025	Completion Date 12/31/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Pacific Avenue Greenway - Howard to Sherman 2022069	
Description of Work This project will include providing transportation planning services, preliminary engineering, surveying, traffic engineering and design of the Pacific Ave Greenway Project - Howard to Sherman	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: 207,635.05

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Jonathan Adams
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: jradams@spokanecity.org
Phone: (509) 625-6700
Facsimile:

If to CONSULTANT:
Name: Adam Miles
Agency: DOWL
Address: 707 W. Main Ave., Suite B1
City: Spokane State: WA Zip: 99201
Email: amiles@dowl.com
Phone: (206) 946-8593
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jonathan Adams

Agency: City of Spokane

Address: 808 W. Spokane Falls Blvd

City: Spokane State: WA Zip: 99201

Email: jradamas@spokanecity.org

Phone: (509) 625-6700

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No. 2022096

See attached proposal dated

City of Spokane
Pacific Avenue Greenway
Phase 1: Design
EXHIBIT A: SCOPE OF WORK

This project will be completed under the Professional Services Agreement between the City of Spokane (CITY) and DOWL, LLC. (CONSULTANT), for the Pacific Avenue Greenway Project.

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Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway

I. PROJECT DESCRIPTION

This project includes the design of Neighborhood Greenway measures on Pacific Avenue, between S Washington Street and S Sherman Street. Project elements will include the following:

Pacific Avenue Greenway Design

a) Construction of curb extensions, gutter, and sidewalk repair along both sides of Pacific Avenue, or other Neighborhood Greenway elements.
b) Installation of a new storm drainage system connections, as needed to support the proposed curb extensions.
c) Installation of detention and water quality facilities, as required based on the proposed curb extensions.
d) Construction of ADA ramps within the project limits.
e) Construction of two (2) traffic signals, at the Pacific Avenue/S Browne Street and Pacific Avenue S Division Street intersections to support the pedestrian and bicycle facilities along Pacific Avenue. Both signals will require WSDOT coordination and approval.
f) Construction of decorative lighting and intersection lighting consistent with the downtown lighting plan and neighboring roadways.
g) Construction of driveways as needed to tie in the proposed curb extensions.
h) New signing and striping to provide continuous bicycle facilities along the corridor, connecting S Washington Street and S Sherman Street. Signing/striping modifications along S Browne Street and S Division Street will require WSDOT coordination and approval.
i) Installation of landscaping in coordination with the University District Public Development Authority consistent with Neighborhood Greenway design.

Assumptions

a) Structural sidewalk along Pacific Avenue is assumed to be unimpacted by design. No structural design will be required.
b) The project design will be completed within 14 months of Notice to Proceed.
c) The project excludes the following:
    - Street overlay/reconstruction (except as needed to install new curb and gutter).
    - Right-of-Way acquisitions (only Temporary Construction Easements are anticipated at this time).
    - Undergrounding of overhead utilities.
    - Impacts to Wetlands and associated permitting (only buffer impacts are anticipated to be required).

II. PROJECT FEE ESTIMATE

The CONSULTANT fee estimate is included as Exhibit A-1.

III. PROJECT SCHEDULE

The project schedule anticipates project NTP by January XX, 2024. CONSULTANT will make every effort to progress the project to maintain the CITY's stated goal of advertising the final PS&E package before February 2025. A detailed project schedule will be included with the Project Management Plan.

IV. DEFINITIONS

Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway

Project: Pacific Avenue Greenway Phase 1 Design – City of Spokane
CONSULTANT: DOWL
CITY: City of Spokane
Sub(s), Subconsultant; DKS Associates, Apex Engineering, GeoEngineers, Universal Field Services
Project Team: Consists of the CITY, CONSULTANT, and Subs

V. STANDARDS / DESIGN REFERENCES

Work described in this Scope of Work will be performed by the CONSULTANT in accordance with the standards listed below; no order of precedence shall be established by the order of listing.

City of Spokane Publications

- City of Spokane, Department of Engineering Services Design Manual
- City of Spokane, Standard Plans
- City of Spokane, Regional Pavement Cut Policy
- City of Spokane, CADD Standards

Washington State Department of Ecology Publications

- Stormwater Management Manual for Eastern Washington, current edition

Washington State Department of Transportation (WSDOT) Publications

- Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), current edition
- Standard Plans for Road, Bridge, and Municipal Construction, (M21-01), current edition
- Design Manual (M22-01.14), current edition
- Roadside Manual (2017, M25-30.04), current edition
- Utilities Manual (2018, M 22-87.09), current edition
- Geotechnical Design Manual, current edition
- Amendments and General Special Provisions, current edition
- Standard Item Table, current edition
- Traffic Manual (M51-02), current edition
- Local Agency Guidelines (M36-63.34)
- Environmental Procedures Manual (M31-11), current edition

American Association of State Highway and Transportation Officials (AASHTO) Publications

- A Policy on Geometric Design of Highways and Street, current edition
- AASHTO Guide for Design of Pavement Structures, current edition
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition

U.S. Department of Transportation Publications

- Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, current edition

Other Publications / Design Guides

- Americans With Disabilities Act (ADA), Title III regulations (28 CFR Part 36)
- Highway Capacity Manual 2010, Transportation Research Board
- NACTO Urban Bikeway Design Guide
- 2011 Public Right-of-Way Accessibility Guidelines (PROWAG)

Drawing Standards

- All drawings will be produced and submitted in AutoCAD and PDF format with design files prepared using Civil 3D 2020.

VI. SCOPE OF SERVICES

1. Project Management

1.1 General Project Management

The CONSULTANT will provide project management and administration, management of subconsultants, liaison with the CITY, scheduling, coordination, quality assurance and quality control, contract administration, filing and recordkeeping, and preparation of monthly invoices with progress reports.

Assumptions/Exclusions:

a) Assumes ½ hour per week by the Project Manager and 1 hour per week by the Project Controller for the duration of the project.

1.2 Project Management Plan (PMP).

The CONSULTANT will prepare a Project Management Plan, which will include the following elements:

a) Project Team Organizational Chart / Roles and Responsibilities
b) Stakeholder Register / Stakeholder Management Plan
c) Scope of Work
d) Baseline Design Schedule
e) Design Budget
f) Quality Management Plan
g) Risk Register

Assumptions/Exclusions:

a) Following CITY review of the draft Project Management Plan, the CONSULTANT will provide a final Project Management Plan via email.
b) CONSULTANT will originate and update the Risk Register not less than bi-monthly and shall submit for CITY review together with Project Schedule updates as required Paragraph 1.3.

CITY Responsibilities:

a) The CITY will review and comment on the Draft Project Management Plan.

Deliverables:

Draft Project Management Plan	Microsoft Word and PDF via email
Final Project Management Plan	Microsoft Word and PDF via email

1.3 Project Schedule and Updates.

The CONSULTANT will develop a project schedule in Microsoft Project format and provide updates on a bi-monthly basis.

Assumptions/Exclusions:

a) Schedules will document progress, milestones, and timelines as they occur.
b) Updates to schedules will reflect changes to schedule baseline as approved by contract supplement.

CITY Responsibilities:

a) CITY will assist with schedule development and revision related to CITY internal review and Council Approval processes as needed.
b) The CITY will review schedules and provide comments as needed.
c) CITY will review the Risk Register and provide comments and updates as needed.

Deliverables:

Bi-Monthly Schedule update	Microsoft Project and PDF via email
Bi-Monthly Risk Register update	MS Excel and PDF via email

1.4 Monthly Progress Reports and Invoices.

The CONSULTANT will prepare a monthly progress report and invoice for the duration of the contract, including the following:

Invoice

a) Invoice will include prime and subconsultant backup.
b) Invoice will be broken out to major task level (i.e. Task 1.0, 2.0, etc).

Progress Report

a) Billing Period, Invoice Number, Spokane Contract #, DOWL Contract #, Project Name
b) Summary of activities performed during billing period.
c) Potential/anticipated out-of-scope work.
d) Potential/anticipated schedule changes or impacts.
e) Issues to be resolved.
f) Cost Information Report
   - Budget per task.
   - Percent complete per task.
   - Budget expended per task.
   - Amount remaining per task.

Assumptions/Exclusions:

a) One (1) invoice and one (1) progress report will be prepared per month.

CITY Responsibilities:

a) Review monthly invoice and progress report and notify CONSULTANT of any issues.

Deliverables:

Monthly Invoice	PDF via email
Monthly Progress Report	PDF via email

1.5 Meetings.

The CONSULTANT will call the CITY to discuss progress on a bi-weekly basis.

Assumptions/Exclusions:

a) Check-in calls are assumed ½ hour duration. Additional meetings are included in the Tasks listed below.

Deliverables:

Meeting Minutes	Via email

2. Topographic Survey

Subconsultant (Apex Engineering) will locate any monuments or survey control points necessary to tie the topographic survey work into the Horizontal and Vertical Datum specified for the City of Spokane. The intent and focus of the survey is a topographic survey for design of the new improvements within the E. Pacific Avenue Right of Way from the intersection of S. Sherman Street on the east to the intersection with S. Stevens Street on the west. Subconsultant will serve as the primary contact for the topographic survey and utility locates, but it is assumed that CONSULTANT will take the lead for notification of adjoining property owners prior to work.

2.1 Topographic Survey for Engineering Design

Research record information for completion of boundary calculations and for existing control.

Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation as recoverable through a diligent search to tie topographic survey to the existing monumentation of the Right of Way.

The field control portion of this budget will also be used to tie the survey control to the NAD 83/11 (State Plane, WA North Zone) Horizontal Datum and NAVD 88 Vertical Datum. Locating necessary monuments and benchmarks to be utilized for the topographic survey.

Perform a full topographic survey of the above-referenced S. Pacific Avenue. The survey limits are shown on attached Survey Limits map, Survey to include the entire Pacific Avenue Right of Way as well as 50' of intersecting streets. Perform a full Topographic survey of all visible surface features and utilities within the limits in accordance with American Society of Civil Engineers (ASCE) Standard 38-02, Quality Level-B (QL-B).

At a minimum, the topographic survey will identify the following:

a) Locations of observable surface features within the survey limits, (i.e., utilities, retaining walls, rockeries, access areas, curbing, sidewalks, parking areas, paved drives, concrete pads, sidewalks and driveways, pedestrian paths, fences, striping, buildings, hedges, trees, etc.) at the time of the survey.
b) Location of all utility paint line marking done by others.
c) Take survey shots along cross section lines at every 25' station left and right along construction centerline and stationing established and provided by the city. Also take regular shots for optimal creation of existing ground surface model. At a minimum, at least every 25', the following surface features shall be surveyed and mapped in the topographic survey.
d) Curbs, curb and gutter including flow line, front and back of curb tops.
e) Sidewalks, type specified, hatch if concrete.
f) Pavement, type specified, hatch if concrete.
g) Roadway pavement crown line.
h) Driveways, type specified, hatch if concrete.
i) Gravel areas.
j) Retaining walls including top and toe, type specified.
k) Storm drainage structures surveyed and measured (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
l) Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation.

m) Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) pipes, types and sizes.
n) Water utilities (valves, hydrants, blowoffs, etc.).
o) Visible irrigation boxes but not sprinkler heads.
p) Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole).
q) Natural gas valves, lines, and blowoffs.
r) Telephone lines and structures.
s) Cable lines and structures.
t) Traffic signal and street lighting poles, conduit, and junction boxes.
u) Signage, development or community signs.
v) Plastic and painted Channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas).
w) Visible existing survey markers
x) Vegetation (list trunk diameter and type for trees if 6" or greater).
y) Fences and railings.
z) Mailboxes.
aa) Bollards.
bb) Grade break lines, top and toe of slope lines.
cc) Identify and define edges of landscaped or areas of lawn and tended planted areas in or out of R/W, if accessible.

Storm and sanitary sewer locates within the Survey limits will identify the following on each storm and sewer structure:

dd) Structure type and size, rim and bottom of structure elevations.
ee) Invert elevations, size and type of pipes.
ff) Ladder.
gg) Location, oil/water separator details.

Coordinate and analyze record locations of utilities as available and necessary for design which may not be accessible at the time of the field survey.

Subconsultant will locate all underground utility paint line information and locations within the survey limits. The painting of these lines by a Utility Marking company and will be provided by a vendor. See Task 2b.

Reduce field notes, plot elevation data obtained from said field survey and prepare drawings for design use at a convenient scale showing all data obtained, along with 1-foot contours. Spot elevations will be shown where deemed necessary. All storm & sewer as-built information to be incorporated on drawings.

Topographic Survey Base Map to include all calculated right of way lines and centerlines as well as adjoining parcel lines for each property abutting the Pacific Avenue right of way.

<u>Deliverables:</u>
Drawings will be supplied in AutoCAD Civil 3D 2020 format. Hard copy plots and PDF's of the survey sheets shall be provided.

2.2 Utility Locate Service Coordination

Coordinate with Private Utility Locate service to delineate all conductible utilities within the survey limits.

Deliverables:
None. See Task 2a.

2.3 Utility Pothole Services Coordination

Subconsultant to coordinate utility pothole services with a Utility Vac Truck Company to locate and record information relating to the vertical elevation of the underground utilities at an estimated 10 locations.

Subconsultant will coordinate access for the vendor with CONSULTANT and track progress and results of pothole work.

Deliverables:
Reduce field notes, plot all utility elevation data from potholing onto drawings prepared in Task 2a.

3. Geotechnical Services

Subconsultant (GeoEngineers) will conduct a geotechnical field investigation to explore the following:

a) Subsurface soil, rock and groundwater conditions for signal pole and lighting foundations.
b) Subsurface soil, rock and groundwater conditions for street tree plantings and drainage swales.

Subconsultant will provide documentation which summarizes and presents the results of the investigation.

3.1 Data Review/Reconnaissance

Subconsultant will review available information from the following sources (as applicable):

a) As-builts of the roadway and nearby structures (as available).
b) Geology mapping (per Washington Geologic Information Portal).
c) In-house geotechnical reports completed within a ¼ mile radius of the project area.
d) Geotechnical reports and/or data provided by the CITY (as available).

Subconsultant will complete a geotechnical reconnaissance of the site to complete the following:

a) Observe surface conditions that may be indicative of subsurface conditions of concern (e.g., roadway settlement, existing earthwork performance, exposed soil and bedrock units).
b) Identify site constraints and staging concerns (for exploration and construction).
c) Identify potential exploration locations.
d) Locate geotechnical explorations and stake or paint on the ground proposed borings.

Deliverables:
None (Included in Task 3.2 and Task 3.4)

3.2 Subsurface Exploration and Laboratory Testing Plan

Subconsultant will prepare a subsurface exploration and laboratory testing plan prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by Agency of subsurface exploration and laboratory testing plan.

a) An initial exploration and laboratory testing plan will be completed for the signal pole foundation exploration program.
b) An addendum exploration and laboratory testing plan will be submitted for the street tree plantings (as applicable).

The subsurface exploration and laboratory testing plan will identify the proposed boring locations; site access; and the traffic control plan. The traffic control plan will address lane or shoulder closures for activities associated with borings, and restoration of pavements, shoulders, and other areas disturbed due to subsurface exploration activities.

Subconsultant will comply with environmental permits, including archeology clearance, and approvals prior to any drilling.

Subconsultant will obtain required Right-of-Way Permits for exploration locations in public ROW prior to beginning field work, including WSDOT General Permits at S Browne Street and S Division Street.

Deliverables:
Subsurface Exploration and Laboratory Testing Plan for Signal Pole Foundations (Draft and Final).
Addendum Subsurface Exploration and Laboratory Testing Plan for Street Tree Plantings (Draft and Final).

3.3 Geotechnical Explorations

Subconsultant will perform all field explorations in conformance with the approved subsurface exploration and laboratory testing plan developed in Task 3.2. Subconsultant will follow all environmental permits and approvals prior to performing any exploration services by drilling subcontractors. Subconsultant and their drilling contractor will request a locate of all underground utilities.

Subconsultant will perform subsurface explorations to obtain subsurface information for the support of foundation design for signal pole installation.

The anticipated subsurface explorations will be performed under two separate mobilizations as follows:

Table A: Geotechnical Explorations

Mobilization	Test Method	EST #	Depth of Explorations	Instruments to be Installed	Traffic Control Required
1 – Signal Pole and lighting Foundations	Hollow-stem auger boring with supplemental rock coring, as necessary	2	20 feet (or 10 feet into rock)	N/A	Yes (shoulder work)
2 – Street Tree Planting	Hollow-stem auger boring	3 – 5 (one day of drilling)	5 to 10 feet or refusal on rock	N/A	Yes (shoulder work)

Subconsultant will provide an experienced engineer or geologist working under a Professional Engineer, licensed in Washington to supervise the field operations for in situ data gathering.

Subconsultant will perform the exploration work while following additional requirements as follows:

a) Collect the drill cuttings and remove from the site, unless otherwise coordinated with the CITY.
b) The borings will be abandoned and backfilled according to the Department of Ecology (State of Washington) regulations.
c) All borings and core holes through pavement will be patched with cold patch asphalt emulsion, quick set PCC, or as approved by CITY.
d) Borings will be completed by drillers appropriately licensed by Department of Ecology (State of Washington).

Deliverables:
None (Included in Task 3.4)

3.4 Geotechnical Investigation Report

Subconsultant will prepare a Geotechnical Investigation Report according to the WSDOT Geotechnical Design Manual criteria for submittal to Agency for review. The Geotechnical Investigation Report will include:

a) A summary of the results of the geotechnical investigation.
b) Logs of the soil and rock borings and groundwater depth, if encountered
c) Recommendations for signal pole foundations

Deliverables:
Draft and Final Geotechnical Investigation Report with Appendices

4. 10% Concept Alternatives and Estimates

4.1 10% Concept Alternative Scroll Plot

The CONSULTANT will develop a scroll plot exhibit for up to two (2) design concepts. **Design** concepts will include proposed Neighborhood Greenway treatments such as the following:

a) Bike Lanes
b) Sharrows
c) Bulb outs
d) Landscaping
e) Traffic Signal Pole and controller locations
f) Streetlight Pole locations

These plots will be used to determine the preferred design concept prior to advancing the Plans to the 50%, 90%, and final design stage.

4.2 10% Concept Alternative Estimates

The CONSULTANT will develop a conceptual level cost estimate for each 10% design concept.

Assumptions/Exclusions:
a) N/A

CITY Responsibilities:
a) Review concept alternatives and select alternative prior to beginning 50% design.

Deliverables:

10% Concept Alternative Exhibit	PDF via email
10% Concept Alternative Cost Estimate	PDF via email

5. Traffic Engineering Design

Subconsultant (DKS Associates) will complete the traffic signal design and interconnect design for two (2) new traffic signals at the following locations:

a) Pacific Avenue/Division Street
b) Pacific Avenue/Browne Street

Subconsultant will also provide traffic engineering review of the 10% concept design provided under Task 4 as part of the Project Team QC review process.

CONSULTANT will complete the decorative lighting design and illumination calculations for the project limits.

5.1 Traffic Signal Design

All traffic signal plans and specifications will conform to Manual on Uniform Traffic Control Devices, WSDOT, City of Spokane, and National Electric Code standards as applicable. Subconsultant will work with Avista to identify power sources for new signals and will identify utility conflicts that will need to be resolved prior to traffic signal construction.

Subconsultant will provide special provisions and estimates for the 50%, 90%, and 100% submittals based on the current version of the City of Spokane specifications.

Assumptions

a) Subconsultant will perform up to two project site visits during design

5.2 Traffic Signal Interconnect Design

Subconsultant will prepare traffic signal interconnect plans, specifications, and cost estimate for the intersections of Pacific/Division and Pacific/Browne to connect into existing fiber optic cable network along Division and Browne.

Subconsultant will provide special provisions and estimates for the 50%, 90% and 100% submittals using the current version of the City of Spokane specifications.

5.3 10% Design Traffic Engineering Review

Subconsultant will perform a traffic engineering review of the 10% design concepts prepared under Task 4 as part of the Project Team QC review process. All comments will be compiled into the QC review comment log and adjudicated by the Project Team.

5.4 Illumination Design

All lighting design calculations, plans and specifications will conform to WSDOT, City of Spokane, and National Electric Code standards as applicable. CONSULTANT will work with Avista to identify power sources for new street lighting and identify utility conflicts that will need to be resolved prior to street lighting construction.

CONSULTANT will provide special provisions and estimates for the 50%, 90%, and 100% submittals based on the current version of the City of Spokane specifications.

6. Stormwater Design

The CONSULTANT will prepare a Drainage Report summarizing the proposed stormwater modifications on Pacific Avenue. This work will be done in accordance with the 2008 Spokane Regional Stormwater Manual, and the Stormwater Management Manual for Eastern Washington as described below.

Assumptions:

a) The existing site drains to a combined sewer system.
b) The proposed project improves motorized and non-motorized user safety and does not increase the traffic capacity of the roadway.

6.1 Drainage Site Assessment Mapping

The CONSULTANT will prepare drainage basin maps within the project limits identifying runoff from areas for on-site stormwater management, flow control, and water quality treatment. The maps will document the change in land use areas that is used for the design of stormwater facilities. The change in land use maps include showing and calculating the following areas:

a) Non-pollution generating impervious surfaces
b) Pollution generating impervious surfaces
c) Pervious surfaces

Deliverables:
Drainage Report Exhibits showing the overall drainage basin and the change in land use areas.

6.2 Off-site Analysis

The CONSULTANT will conduct an upstream and downstream analysis, and review available information previously completed for offsite drainage areas. The analysis will consist of a visual field investigation and reviewing city map records. The field investigation will be conducted on lands where access is readily permitted. Prepare a written assessment and a map showing the contributing upstream areas and downstream routes. This task does not include any detailed hydraulic capacity analysis, but it can be provided as an optional service. The off-site analysis will be included in the Drainage Report.

Deliverables:
Drainage Report Exhibits showing upstream and downstream areas draining to the site's drainage basin.

6.3 Threshold Analysis

Prepare new impervious, new/replaced hard surfaces and vegetated surfaces, and new PGIS (pollution generating impervious surface) maps. Using the new impervious and new PGIS area numbers, perform threshold analysis to determine which minimum design requirements apply to this project.

Deliverables:
Calculations showing new and replaced pollution generating and non-pollution generating impervious surfaces and any new pervious surfaces.

6.4 Drainage Report

Prepare and assemble a 50%, 90%, and Final Drainage Report with the contents limited to the task items described in this scope of work. The report is to include basin maps, design criteria, application of the basic requirements, and a summary of erosion control facilities. Submit the Concept Drainage Report to the CITY for review. Address comments, revise the report and submit the Final Drainage Report.

Deliverables:
50% Concept Drainage Report
90% Concept Drainage Report
Final Drainage Report

6.5 Construction Stormwater Pollution Prevention Plan (SWPPP)

A SWPPP will be prepared in accordance with the Spokane Regional Stormwater Manual for inclusion in the Final Stormwater Site Plan.

Deliverables:
SWPPP

6.6 Drainage Coordination Meetings

The CONSULTANT will attend a drainage coordination meeting with CITY Staff to coordinate the drainage approach and discuss comments on the Drainage Report.

7. Landscape Architecture

7.1 10% Design

The landscape architectural services at 10% include providing up to (3) conceptual roadway sections exhibiting the relationship of the sidewalks, furnishings zones, street trees and travel lane configuration as proposed within the available Right of Way. The graphics will be conceptual in nature and suitable for use at the public open house during the public involvement phase of the project.

Deliverables:
Conceptual roadway sections in up to (3) locations of the public Right of Way.

7.2 50% Design

CONSULTANT shall prepare conceptual landscape plans for the roadway planting areas with required street tree locations. Shrub and groundcover planting areas will be shown as hatch patterns tied to a preliminary plant list for review and approval. Task shall include an estimate of probable cost.

Deliverables:
Conceptual landscape plans indicating locations of new street tree plantings and preliminary plant list with proposed species selections.

7.3 90% Design

CONSULTANT shall incorporate comments received following the 50% design submittal and prepare landscape plans for the planting areas within the public Right of Way. Irrigation plans will also be prepared to a level suitable for design-build installation with conceptual points of connection and appropriate detailing to convey the desired irrigation methodology within each street tree planting area.

Deliverables:
Planting Plans, Irrigation plans, Special Provisions to the Standard Specification for the planting section and estimate of probable cost.

7.4 100% Design

Consultant shall incorporate comments received following the 90% design submittal and prepare landscape plans for the planting areas within the public Right of Way. Irrigation plans will also be prepared to a level suitable for design-build installation with conceptual points of connection and appropriate detailing to convey the desired irrigation methodology within each street tree planting area.

Deliverables:
Planting Plans, Irrigation plans, Special Provisions to the Standard Specification for the planting section and estimate of probable cost.

8. Public Involvement

8.1 Public Involvement Plan

CONSULTANT will develop a public involvement plan for guidance on strategies and messaging.

Deliverables:
Public Involvement Plan

8.2 10% Design Workshop

This task includes the planning, content development, and hosting of a 10% design workshop in downtown Spokane (preferably along the Pacific Avenue Greenway corridor). CONSULTANT will provide two public involvement facilitators to run the workshop and facilitate a discussion with project stakeholders on the project design.

CONSULTANT will coordinate with CITY staff to promote the Design Workshop. Anticipated tactics include the development of a landowner and stakeholder list, direct mail letters, press release, newspaper display ads, and website/social media content for use on CITY platforms.

After the workshop, a short (3-5 page) summary of the event and public feedback will be developed for the project file and documentation.

Deliverables:
CONSULTANT hosted design workshop and event summary

8.3 90% Design Open House

This task includes the planning, content development, and hosting of a 90% design open house in downtown Spokane (preferably along the Pacific Avenue Greenway corridor). CONSULTANT will provide two public involvement facilitators to run the workshop and facilitate a discussion with project stakeholders on the project design.

CONSULTANT will coordinate with CITY staff to promote the Design Workshop. Anticipated tactics include the development of a landowner and stakeholder list, direct mail letters, press release, newspaper display ads, and website/social media content for use on CITY platforms.

After the workshop, a short (3-5 page) summary of the event and public feedback will be developed for the project file and documentation.

Deliverables:
CONSULTANT hosted design open house and event summary

8.4 Project Informational Content and Media

This task includes CONSULTANT developed website content in coordination with CITY staff for posting on the CITY's website as well as any developed press releases during the project duration not connected with the workshop or open house.

Assumptions:
a) Two press releases are assumed in this task.

Deliverables:
Press releases (draft and final) as well as website content

9. Utility Coordination

9.1 Initial Utility Research and Coordination:

The CONSULTANT will contact utilities located within the project site to obtain as-built drawings, notify them of the proposed roadway and drainage improvements, and request information on any upcoming utility projects that may affect the roadway or drainage design.

9.2 50% Utility Coordination

The CONSULTANT will identify potential utility conflicts and contact utilities to discuss impacts, review possible design adjustments, and identify potential utility relocations.

9.3 90% Utility Coordination

The CONSULTANT will contact utilities to finalize the list of required utility relocations and develop a schedule for completion.

9.4 100% Utility Coordination

The CONSULTANT will provide final plans and specifications to utilities and confirm relocation schedule.

Assumptions/Exclusions:

a) This scope of work assumes a budget of approximately $15,000 will be used to pothole existing utilities.
b) It is anticipated that relocation of utility poles should be avoided. The improvements will be designed to avoid power pole relocation where feasible.

CITY Responsibilities:

a) The CITY will provide contact information for all franchise utility companies located within the project limits.

Deliverables:

Utility Coordination documentation	Email
Pothole results	PDF via email

10. 50% Design Submittal

The CONSULTANT will prepare construction plans to approximately the 50% level. The CONSULTANT will complete the following tasks:

10.1 Field Review

The CONSULTANT will conduct a site visit to review existing site conditions for the preparation of plans.

10.2 WSDOT Intersection and Channelization Plan Approval

The CONSULTANT will develop an intersection and channelization plan for S Browne St and S Division Street in accordance with the WSDOT Intersection and Channelization Plans checklists. Plans will be sent to WSDOT Eastern Region for approval as the 50% design progresses.

Assumptions/Exclusions:

a) N/A

CITY Responsibilities

a) N/A

Deliverables:
WSDOT Intersection and Channelization Plans

10.3 50% Construction Plans

The CONSULTANT will develop detailed 50% Construction Plans in accordance with CITY standards. An estimated final sheet count is included in Table B for reference. Some details (as noted) will be reserved for the 90% Design Submittal.

Table B: Estimated Sheet Count (50% Construction Plans)

Sheets	Description
1	Cover Sheet
1	Legend, and Abbreviations
1	Notes
5	Survey Control Plan
5	Site Preparation / Temporary Erosion Sediment Control Plan
3	Typical Sections and Details
10	Paving and Drainage Plan and Profile
2	Drainage Details (Reserved for 90%)
5	ADA Ramp Plan
5	Channelization and Signing Plan
1	Traffic Signal Legend
2	Traffic Signal Plan
2	Traffic Signal Detection Plan
3	Traffic Signal Details (Reserved for 90%)
2	Traffic Signal Interconnect Plan
2	Fiber Splice and Termination Details (Reserved for 90%)
1	Cabinet Equipment and Layout
5	Illumination Plan
5	Landscaping and Irrigation Plan
2	Landscaping and Irrigation Details (Reserved for 90%)
63	

10.4 50% Special Provisions.

The CONSULTANT will prepare project Special Provisions. Special Provisions will be developed in accordance with WSDOT standards.

10.5 50% Engineer's Estimate.

The CONSULTANT will prepare itemized quantity calculations for all contract bid items. An Engineer's Estimate of construction costs will be prepared.

10.6 50% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 50% Plans, Special Provisions, and Estimates.

CONSULTANT will tabulate and respond to CITY comments. Tabulation to be provided at 50% review meeting.

Assumptions/Exclusions:

a) N/A

CITY Responsibilities

b) The CITY will provide the CONSULTANT with a set of review comments and "redline" review comments on the 50% Construction Plans, Special Provisions, and Cost Estimate. The CITY will provide the review comments within 3 weeks of submittal.
c) The CITY will provide front end documents (bid proposal package, CITY contract) for incorporation into the Contract Manual.

Deliverables:

10% Comments Response	PDF via email
50% Construction Plans (11" X 17")	PDF via email
50% Special Provisions	PDF via email
50% Engineer's Estimate	PDF via email

11. Environmental Services

DOWL will prepare and submit documentation and permit applications for regulatory issuance of environmental clearances and permits for this project. The following subtasks detail the necessary environmental investigations, documentation, and permits.

11.1 Accumulation of Data and Agency Coordination

DOWL environmental staff will obtain and review existing information and will participate in a project kick-off meeting and a pre-application meeting. DOWL will coordinate with WSDOT and CITY to identify existing environmental documentation including previous studies and reports, to determine the need for additional NEPA/SEPA documentation and a new or updated ECS checklist.

Deliverables:
Data Accumulation Memo

11.2 Site Visit

DOWL will conduct a site visit to collect information necessary to complete environmental documentation.

Assumptions:
a) The site visit will confirm the previously disturbed nature of the project area and the absence of sensitive natural resources.
b) No further investigation of wetlands, streams, or wildlife habitat will be necessary.

Deliverables:
Site Visit Memo

11.3 NEPA/SEPA Documentation

Given the nature of the Pacific Avenue Greenway project is a likely NEPA Categorical Exclusion, WSDOT Environmental Manual M31-11, Section 400.09 notes SEPA and NEPA documentation can be completed using the WSDOT ECS form. All elements of this task will be rolled into Task 11.4 WSDOT Environmental Classification Summary.

Should any additional documentation be required, this task will be re-scoped at that time.

Deliverables:
None, See Task 11.4

11.4 WSDOT Environmental Classification Summary (ECS)

If it is determined under Task 11.1 that preparation or revision of an ECS Checklist is required, DOWL will complete the necessary documentation.

Assumptions:
a) No surveys for threatened or endangered species will be required to complete the ECS.
b) All information related to critical and sensitive areas (e.g., geologically hazardous areas, aquifer recharge areas), hazardous wastes, underground storage tanks, and contaminated sites shall be obtained from regulatory agency websites and databases. No site investigations or field studies to confirm the presence or absence of such resources will be conducted.

c) WSDOT will not require any resource discipline reports such as a Wetland Discipline Report, Cultural Resources Report, Biological Assessment, or Hazardous Materials Report.

Deliverables:
Draft ECS Documentation (electronic copy to CITY and WSDOT) within four (4) weeks of completion of 50% design.
Final ECS Documentation (electronic and hard copy to CITY and WSDOT) within one (1) week of receipt of comments on draft report.

12. Right-of-Way Services [Contingency Task]

Subconsultant (Universal Field Services) shall provide labor, equipment, and materials to acquire real property and easements to facilitate project construction. Legal Descriptions, property owner lists, maps, and acquisition exhibits will be developed and provided by CONSULTANT.

This task is contingent upon the needs of the 50% Design Submittal and determination of potential right-of-way needs.

Right of Way Acquisition activities will conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and CITY Policies and Procedures.

12.1 ROW Task Management and Document Support

Subconsultant track and manage all budgetary-related aspects of the ROW scope of work, confer regularly with CITY and CONSULTANT verbally and/or in writing, as needed, on general status, problem areas and individual negotiations progress. The subconsultant will obtain preliminary title reports for each property acquisition. The subconsultant will review each preliminary title report for encumbrances, liens, or defects.

Assumptions/Exclusions:
a) Number of preliminary title reports will be determined prior to NTP of Task 12.

Deliverables:
Preliminary Title Reports

12.2 Appraisal and Appraisal Review

If the estimated acquisition value is $10,000 or less, an Administrative Offer Summary (AOS) will be completed by qualified Right of Way staff. Appraiser will provide written notice to owners of a planned appraisal inspection and will provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes. Appraisal will conform to the Uniform Standards of Professional Appraisal Practice (USPAP). The subconsultant will provide an appraisal review for each appraisal. The appraisal review will be conducted by another WSDOT approved appraiser.

Assumptions/Exclusions:
a) Number of total files will be determined prior to NTP of Task 12.
b) Number of properties needing Temporary Construction Easements will be determined prior to NTP of Task 12.
c) Number of AOS needed will be determined prior to NTP of Task 12.

Deliverables:
Administrative Offer Summaries

12.3 Acquisition

During acquisition, subconsultant will:

- Establish and maintain a complete and current record file of all ownerships in a form acceptable to the CITY.
- Receive and analyze title information, approved AOS reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, on CITY-provided forms in accordance with state or federal regulations and approval of client.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to $750) with client. Ongoing negotiations and settlement discussions will continue until settlement or impasse is determined.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents, per CITY-provided templates, required for the acquisition of necessary property interests.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare justification memorandum to escalate negotiations to CITY management where property owner negotiations are not amenable.
- Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), easement(s), or permit, fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Assumptions/Exclusions:

a) Number of acquisition files will be determined prior to NTP of Task 12.
b) Offer letter will be on subconsultant letterhead and signed by subconsultant project manager. Number of offer letters to be determined prior to NTP of Task 12.
c) CITY to provide deed and easement templates.

Deliverables:
Completed negotiation packets with document for recording.

12.4 Closeout

As part of the closeout process, subconsultant will:

- Provide CITY with signed conveyance documents for signatures, payment, and recording including documentation showing signatory authority.
- Subconsultant to support CITY in any condemnation processes (in the event of condemnation) including document preparation and consultation.

Assumptions/Exclusions:

a) CITY to coordinate CITY signatures, payment, and recording whether through escrow company or not.
b) Any files requiring title clearing to be closed and interests cleared at a title company.
c) All title and escrow fees to be paid by the CITY.
d) CITY to provide copies of recorded documents and proof of payment to consultant.
e) The expense of condemnation will be paid by the CITY.

Deliverables:

Completed acquisition files.

13. 90% Design Submittal

The CONSULTANT will advance construction documents to approximately the 90% level. The CONSULTANT will complete the following tasks:

13.1 Site Conditions Review.

The CONSULTANT will conduct a site visit to review existing site conditions for the preparation of plans.

13.2 50% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 50% review. The CONSULTANT will submit draft responses to the CITY for review and concurrence within 1 week of the 50% review meeting. Final responses will be included with the 90% design submittal.

13.3 90% Construction Plans.

The CONSULTANT will address CITY comments from the 50% review, and advance plans to the 90% complete stage.

13.4 90% Special Provisions.

The CONSULTANT will address CITY comments from the 50% review, and advance special provisions to the 90% complete stage.

13.5 90% Engineer's Estimate.

The CONSULTANT will address CITY comments from the 50% review, and advance engineer's estimate to the 90% complete stage.

13.6 Maximum Extent Feasible (MEF) Documentation.

The CONSULTANT will develop MEF documentation for any ramps that are designed to the MEF. Documentation will be in accordance with WSDOT requirements.

13.7 90% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 90% Plans, Special Provisions, and Estimate. CONSULTANT will tabulate and respond to CITY comments. Tabulation to be provided at 90% review meeting.

Assumptions/Exclusions:

a) N/A

CITY Responsibilities

a) The CITY will provide the CONSULTANT with a set of review comments and "redline" review comments on the 90% Construction Plans, Special Provisions, and Cost Estimate. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

50% Comments Response	PDF via email
90% Construction Plans (11" X 17")	PDF via email
90% Special Provisions	PDF via email
90% Engineer's Estimate	PDF via email
MEF Documentation	PDF via email

14. Final (100%) Design Submittal

The CONSULTANT will develop the project design to the final stage, and complete the following:

14.1 Site Conditions Review.

The CONSULTANT will conduct a final site visit to review proposed design for conformance with existing site conditions.

14.2 90% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 90% review.

14.3 100% Construction Plans.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Construction Plans.

14.4 100% Special Provisions.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Special Provisions.

14.5 100% Engineer's Estimate.

The CONSULTANT will address CITY comments from the 90% review and advance the Engineer's Estimate to the 100% complete stage.

14.6 Final PS&E.

The CONSULTANT will provide the final Plans, Specifications, and Cost Estimate to the CITY for approval.

Assumptions/Exclusions:
a) N/A

CITY Responsibilities
a) The CITY will prepare the front-end contract documents.
b) The CONSULTANT will combine the front-end and the Special Provisions.
c) The CITY will upload the plans and specifications to Builder's Exchange of Washington, for distribution to Contractors.

Deliverables:

90% Comments Response	PDF via email
100% Construction Plans (11" X 17")	Two bound copies, PDF and AutoCAD
100% Special Provisions	Two bound copies and PDF
100% Engineer's Estimate	PDF via email

15. Bidding Support

The CONSULTANT will provide the CITY with bidding support, as follows:

15.1 Response to Contractor Questions

The CONSULTANT will prepare written responses to Contractor questions.

Assumptions/Exclusions:
a) N/A

CITY Responsibilities
a) The CITY will forward questions to the CONSULTANT for review and response.
b) The CITY will compile responses and issue a formal response to contractors.

Deliverables:

Response to Contractor questions	Email

15.2 Pre-Bid Meeting

Attend Pre-Bid Meeting.

Assumptions/Exclusions:
a) The CONSULTANT's role will be to answer technical questions during the pre-bid meeting.

CITY Responsibilities
a) The CITY will develop the agenda for the Pre-Bid meeting.
b) The CITY will conduct the pre-bid meeting and develop meeting minutes.

Deliverables:
N/A

15.3 Addenda

Develop up to one (1) addenda, as required during the bidding period.

Assumptions/Exclusions:

a) N/A

CITY Responsibilities

a) The CITY will provide content for any CITY-related addenda items.
b) The CITY will provide a CITY form (if required) for development of the addenda.

Deliverables:

Addenda	PDF via email

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil 3D/AutoCAD/PDF as appropriate

B. Roadway Design Files

Civil 3D/AutoCAD/PDF as appropriate

C. Computer Aided Drafting Files

Civil 3D/AutoCAD/PDF as appropriate

D. Specify the Agency's Right to Review Product with the Consultant

As requested by Agency

E. Specify the Electronic Deliverables to Be Provided to the Agency

All items to be delivered electronic

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project, see attached scope

II. Any Other Electronic Files to Be Provided

As needed

III. Methods to Electronically Exchange Data

Email or FTP

A. Agency Software Suite

Industry Standard

B. Electronic Messaging System

Industry Standard

C. File Transfers Format

Civil 3D/AutoCAD/PDF as appropriate

Exhibit D
Prime Consultant Cost Computations

See attached

DOWL, LLC. March 7, 2024

Client: City of Spokane **Fee Proposal**

DOWL Job No.

	TASK	Project Manager V	Project Controller	Engineer II	Engineer IV	Project Manager VI	Engineer III	Landscape Architect V	Landscape Architect III	Landscape Designer I		Environmental Specialist VIII	Environmental Specialist III	GIS Coordinator	Public Involvement Program Manager	Public Involvement Planner	Engineer IV	Engineer I	Senior CAD Drafter												TOTAL HOURS	TOTAL DOWL $	Apex Engineering	GeoEngineers	DKS Associates	Universal Field Services	TASK BUDGET
	Employee:	A.Miles	M.Yallott	D.Vernon	R.Stephens	J.Hayden	K.Eagle	C.Wolfe	W.Bozzetti	K.Cooper		L.Zemke	M.Brownell	T.Jameson	L.Olmsted	M.McLean	J.Zaleski	B.Baker	R.Tempkin																	
TASK 1	PROJECT MANAGEMENT AND COORDINATION																																		
1.1	General Project Management	28	56																											84	$ 12,417.72	$0	$0	$0		$12,417.72
1.2	Project Management Plan	4	16																											20	$ 2,743.32	$0	$0	$0		$2,743.32
1.3	Project Schedules and Updates	4	7																											11	$ 1,652.79	$0	$0	$0		$1,652.79
1.4	Monthly Progress Reports and Invoices	7	14																											21	$ 3,104.43	$0	$0	$5,670		$8,774.46
1.5	Meetings	14	14																											28	$ 4,512.48	$0	$0	$4,010		$8,522.42
	Task Subtotal	57	107	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	$ 24,430.74	$ -	$ -	$ 9,679.98	$ -	$34,110.72
TASK 2	TOPOGRAPHIC SURVEY																																		
2.1	Topographic Survey for Engineering Design			4																										4	$ 487.36	$47,072	$0	$0		$47,559.86
2.2	Utility Locate Service Coordination			4																										4	$ 487.36	$1,839	$0	$0		$2,326.54
2.3	Utility Pothole Services Coordination			8	2																									10	$ 1,290.80	$1,839	$0	$0		$3,129.98
	Task Subtotal	0	0	16	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	$ 2,265.52	$ 50,750.86	$ -	$ -	$ -	$53,016.38
TASK 3	GEOTECHNICAL SERVICES																																		
3.1	Data Review/Reconnaissance																													0	$ -	$0	$1,624	$0		$1,623.96
3.2	Subsurface Exploration and Laboratory Testing																													0	$ -	$0	$2,047	$0		$2,046.51
3.3	Geotechnical Explorations																													0	$ -	$0	$2,155	$0		$2,155.15
3.4	Geotechnical Investigation Report																4													4	$ 632.16	$0	$3,079	$0		$3,711.56
	Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	$ 632.16	$ -	$ 8,905.02	$ -	$ -	$9,537.18
TASK 4	10% CONCEPT ALTERNATIVES AND ESTIMATES																																		
4.1	10% Concept Alternative Stroll Plat	4		40	16		36												80											176	$ 25,389.92	$0	$0	$4,170		$29,559.93
4.2	10% Concept Alternatives Estimates			10	4		10																							24	$ 3,209.86	$0	$0	$1,510		$4,719.84
	Task Subtotal	4	0	50	20	0	46	0	0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	0	0	0	0	0	0	200	$ 28,599.78	$ -	$ -	$ 5,679.99	$ -	$34,279.77
TASK 5	TRAFFIC ENGINEERING DESIGN																																		
5.1	Traffic Signal Design	2																												2	$ 402.30	$0	$0	$41,630		$42,032.28
5.2	Traffic Signal Interconnect Design	2																												2	$ 402.30	$0	$0	$14,210		$14,612.39
5.3	10% Design Traffic Engineering Review																													0	$ -	$0	$0	$2,140		$2,139.99
5.4	Illumination Design	8		40																										48	$ 6,482.80	$0	$0	$0		$6,482.80
	Task Subtotal	12	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	$ 7,287.40	$ -	$ -	$ 57,980.06	$ -	$65,267.46
TASK 6	STORMWATER DESIGN																																		
6.1	Drainage Site Assessment Mapping				2		8																							10	$ 1,403.52	$0	$0	$0		$1,403.52
6.2	Off-site Analysis				4		8																							12	$ 1,719.60	$0	$0	$0		$1,719.60
6.3	Threshold Analysis				4		12																							16	$ 2,263.32	$0	$0	$0		$2,263.32
6.4	Drainage Report				8		24											24												56	$ 6,981.60	$0	$0	$0		$6,981.60
6.5	Construction Stormwater Pollution Prevention Plan (SWPPP)				2		6																							8	$ 1,131.66	$0	$0	$0		$1,131.66
6.6	Drainage Coordination Meetings				4		4																							8	$ 1,175.88	$0	$0	$0		$1,175.88
	Task Subtotal	0	0	0	24	0	62	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	110	$ 14,675.58	$ -	$ -	$ -	$ -	$14,675.58
TASK 7	LANDSCAPE ARCHITECTURE																																		
7.1	10% Design							8	2	16																				26	$ 2,774.96	$0	$0	$0		$2,774.96
7.2	50% Design							24	8																					32	$ 4,865.68	$0	$0	$0		$4,865.68
7.3	90% Design							24	8																					32	$ 4,865.68	$0	$0	$0		$4,865.68
7.4	100% Design							24	4																					28	$ 4,287.44	$0	$0	$0		$4,287.44
	Task Subtotal	0	0	0	0	0	0	80	22	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	118	$ 16,793.76	$ -	$ -	$ -	$ -	$16,793.76
TASK 8	PUBLIC INVOLVEMENT																																		
8.1	Public Involvement Plan	2													4	6														12	$ 1,620.26	$0	$0	$0		$1,620.26
8.2	10% Design Workshop	4		4	10										16	24														58	$ 7,744.20	$0	$0	$0		$7,744.20
8.3	90% Design Open House	4		4	10										16	24														58	$ 7,744.20	$0	$0	$0		$7,744.20
8.4	Project Informational Content and Media	2		2											8	18														30	$ 3,689.22	$0	$0	$0		$3,689.22
	Task Subtotal	12	0	10	20	0	0	0	0	0	0	0	0	0	44	72	0	0	0	0	0	0	0	0	0	0	0	0	0	138	$ 20,797.88	$ -	$ -	$ -	$ -	$20,797.88
TASK 9	UTILITY COORDINATION																																		
9.1	Initial Utility Research and Coordination			8																										8	$ 974.72	$0	$0	$0		$974.72
9.2	50% Utility Coordination			8	4		16																							28	$ 3,781.76	$0	$0	$0		$3,781.76
9.3	90% Utility Coordination			8	4		16																							28	$ 3,781.76	$0	$0	$0		$3,781.76
9.4	100% Utility Coordination			16																										16	$ 1,949.44	$0	$0	$0		$1,949.44
	Task Subtotal	0	0	40	8	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	$ 10,487.68	$ -	$ -	$ -	$ -	$10,487.68
TASK 10	50% Design Submittal																																		
10.1	Field Review	4		4	12																									20	$ 3,188.44	$0	$0	$0		$3,188.44
10.2	WSDOT Intersection and Channelization Plan Approval			16	4	2													24											46	$ 6,700.00	$0	$0	$0		$6,700.00
10.3	50% Construction Plans	4		48	10	4	32											104	132											334	$ 44,362.12	$7,614	$0	$0		$51,976.33
10.4	50% Special Provisions	2		16	4	2																								24	$ 3,415.42	$0	$0	$0		$3,415.42
10.5	50% Engineer's Estimate	2		20	4	2	12																							40	$ 5,533.94	$0	$0	$0		$5,533.94
10.6	50% Review Meeting	4		4	4																									12	$ 1,924.12	$0	$0	$900		$2,824.12
	Task Subtotal	16	0	108	38	10	44	0	0	0	0	0	0	0	0	0	0	104	156	0	0	0	0	0	0	0	0	0	0	476	$ 65,124.04	$ 7,614.21	$ -	$ 900.00	$ -	$73,638.24
TASK 11	ENVIRONMENTAL SERVICES																																		
11.1	Accumulation of Data and Agency Coordination											4	8	2																14	$ 2,054.52	$0	$0	$0		$2,054.52
11.2	Site Visit											16																		16	$ 3,223.52	$0	$0	$0		$3,223.52
11.3	NEPA/SEPA Documentation																													0	$ -	$0	$0	$0		$0.00
11.4	WSDOT Environmental Classification Summary (ECS)	4		8	4		8					8	34	4																70	$ 9,829.88	$0	$0	$0		$9,829.88
	Task Subtotal	4	0	8	4	0	8	0	0	0	0	28	42	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	$ 15,107.92	$ -	$ -	$ -	$ -	$15,107.92
TASK 13	90% DESIGN SUBMITTAL																																		
13.1	Site Conditions Review	4		4	1		1																							10	$ 1,585.93	$0	$0	$0		$1,585.93
13.2	50% Comments Response	2		4	4		2																							12	$ 1,793.68	$1,900	$0	$0		$3,693.29
13.3	90% Construction Plans	4		25	8	4	24											16	100											181	$ 26,238.92	$4,561	$0	$0		$30,800.09
13.4	90% Special Provisions	2		16	4	2	8																							32	$ 4,502.86	$0	$0	$0		$4,502.86
13.5	90% Engineer's Estimate	2		12	4	2	8																							28	$ 4,015.50	$0	$0	$0		$4,015.50
13.6	Maximum Extent Feasible (MEF) Documentation			8	2													16												26	$ 2,927.44	$0	$0	$0		$2,927.44
13.7	90% Review Meeting	4		4	4																									12	$ 1,924.12	$0	$0	$900		$2,824.12
	Task Subtotal	18	0	73	27	8	43	0	0	0	0	0	0	0	0	0	0	32	100	0	0	0	0	0	0	0	0	0	0	301	$ 42,988.45	$ 6,460.78	$ -	$ 900.00	$ -	$50,349.22
TASK 14	FINAL (100%) DESIGN SUBMITTAL																																		
14.1	Site Conditions Review	4		4	1		1																							10	$ 1,585.93	$0	$0	$0		$1,585.93
14.2	90% Comments Response	2		4	4		4																							14	$ 2,065.54	$1,900	$0	$0		$3,965.15
14.3	100% Construction Plans	4		28	4	4	20												40											100	$ 14,574.72	$3,381	$0	$0		$17,956.18
14.4	100% Special Provisions	2		8	4	2	2																							18	$ 2,712.56	$0	$0	$0		$2,712.56
14.5	100% Engineer's Estimate	2		8	2	2	4																							18	$ 2,668.34	$0	$0	$0		$2,668.34
14.6	Final PS&E	2		2	4		2																							10	$ 1,550.00	$0	$0	$0		$1,550.00
	Task Subtotal	16	0	54	19	8	33	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	170	$ 25,157.09	$ 5,281.07	$ -	$ -	$ -	$30,438.16
TASK 15	BIDDING SUPPORT																																		
15.1	Response to Contractor Questions	8		16	8																									32	$ 4,822.96	$0	$0	$1,365		$6,187.96
15.2	Pre-Bid Meeting	2		2	2																									6	$ 962.06	$0	$0	$0		$962.06
15.3	Addenda	8		16	12														16											52	$ 7,913.04	$0	$0	$1,565		$9,478.04
	Task Subtotal	18	0	34	22	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	90	$ 13,698.06	$ -	$ -	$ 2,930.02	$ -	$16,628.08
	TOTAL HOURS	157	107	433	184	26	268	80	22	16	0	28	42	6	44	72	4	160	392	0	0	0	0	0	0	0	0	0	0	2041	$ 288,046.06	$ 70,106.91	$ 8,905.02	$ 78,070.04	$ -	
	Direct Labor Hourly Billing Rate NTE	$201.15	$121.17	$121.84	$158.04	$215.76	$135.93	$154.55	$144.56	$78.09	--	$201.47	$123.44	$130.56	$152.66	$101.22	$158.04	$102.29	$153.62	--	--	--	--	--	--	--	--	--	--			Expenses	Expenses	Expenses	Expenses	Sub Expense Total
	TOTAL LABOR ESTIMATE	$31,581	$12,965	$52,757	$29,079	$5,610	$36,429	$12,364	$3,180	$1,249	--	$5,641	$5,184	$783	$6,717	$7,288	$632	$16,366	$60,219	--	--	--	--	--	--	--	--	--	--			$19,748.45	$8,805.00	$1,202.00		$29,755.45

DOWL BASE EXPENSES =	$10,703.80
DOWL BASE LABOR COSTS =	$288,046.06

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached

SUBCONSULTANT COSTS=	$186,837.42
Total Estimated Non-Contingency Costs =	**$485,587.28**

TOTAL ESTIMATED PROJECT COST (Base and Contingency) =		**$485,587.28**

Project Expenses

Task	Task Description	Detail(s)	Per Diem (Days)	Lodging (Nights)	Vehicle Miles	Supplies	Other	Expense Budget
			$74	$127	$0.655			
8.2	10% Design Workshop	Travel (BIL-SEG), Travel (RDM-SEG), Misc suppl	5.5	3	1080	$200	$500	$2,195.40
8.3	90% Design Open House	Travel (BIL-SEG), Travel (RDM-SEG), Overbluff C	5.5	3	1080	$500	$4,500	$6,495.40
8.4	Project Informational Content and Medi					$500		$500.00
11.2	Site Visit	Travel (SEA-SEG)	2	1			$500	$775.00
10.1	Field Review	Travel (RDM-SEG)	1.5	1			$500	$738.00
	0							$0.00
	0							$0.00
	0							$0

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Public Works Director
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

DOWL

whose address is

707 W. Main Ave, Suite B1, Spokane, WA 99201

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Public Works Director

I hereby certify that I am the:

☐ Public Works Director

☐ Other

of the City of Spokane, and DOWL

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Pacific Avenue Greenway - Howard to Sherman* are accurate, complete, and current as of March 7, 2024**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: DOWL

Signature

Title

Date of Execution ***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Request for Sole Source Consultant Services

Checklist for Submitting a Request for Sole Source Consulting Services

(Adapted in part from a WSDOT Memorandum:
Request for Consultant Services, A&E Services Project Specific Sole Source)

The following checklist must be provided with requests to use sole source consultant services, rather than competitive bid procedures, on a project:

Agency: City of Spokane Date: 8/25/2025

Project Title: Pacific Avenue Greenway Federal-Aid Number: TAPUL1220(042)

1. Checklist for a Supplement to an Existing Agreement

   Description of the Existing Project:

Initials	Date or N/A	Checklist Items for a Supplement to an Existing Agreement
	07/31/2023	Date the project was originally advertised.
	04/11/2024	Date the original Agreement was executed.
	07/31/2025	Completion date of the original Agreement.
		Total dollar amount of the original Agreement $485,587.28.
	N/A	Date Supplemental Agreement Number 1 was executed.
	N/A	Completion date of Supplemental Agreement Number 1.
	N/A	Total dollar amount of Supplemental Agreement Number 1.
	N/A	Describe the reason(s) for Supplemental Agreement Number 1.

   (***Note:*** Using an electronic form of this checklist, provide the above information for each existing Supplemental Agreement, numbering the Supplements sequentially.)

2. Checklist for Both a New Agreement and Supplement to an Existing Agreement

Initials	Date or N/A	Checklist Items – New and Supplements to Agreements
		Describe the proposed project for the Sole Source Agreement: Pacific Ave Greenway includes design of a bike corridor on existing city streets east of downtown Spokane and installs new signals at Browne/Pacific and Division/Pacific.
		State the specific intended purpose of the Agreement and describe the services and/or deliverables that are needed: (***Note:*** If two or more phases of work are anticipated, describe each phase separately.) Consultant will provide transportation planning services, preliminary engineering, surveying, traffic engineering and design of the Pacific Ave Greenway project – Howard St.to Sherman St

Initials	Date or N/A	Checklist Items – New and Supplements to Agreements
		Date that the sole source consulting services are desired. 08/31/2025
		Duration of work/phase 1 of work 12 Months *(Repeat this line for each phase of work, numbering them sequentially.)* Describe the funding sources of the project (including participation percentages): Phase 1 – Design (PE) $838,000 total, 38% Federal TA and CMAQ, 48% State Move Ahead Washington, 14% Local funds. Phase 2 – Construction (CN) $4,779,000 total, 18% Federal TA and CMAQ, 82% State Move Ahead Washington
		Provide the estimated cost of the services that will be performed by the sole source consultant": $200,000 remaining on the original agreement
		Provide the estimated cost of services to be provided by a subconsultant: $89,855.36 total between original and new agreements
		Describe the work to be performed by a subconsultant: Design of portion of project needed to meet 18% DBE requirement
		Provide justification for the use of sole source consultant services (i.e., how it was determined that competitive procurement is not appropriate for this project) by giving an explanation to the items listed below: Dowl was selected through the RFQ process to provide planning and design services for this project. The design of this project is at 50% and the contract has expired. Unfortunately we did not realize until it had. Use of a sole source consultant will allow the condinuation of the project with the current consultant.
		Describe the unique nature of the services and/or the unique qualifications, abilities or expertise of the consultant to meet the agency's needs (e.g., describe how they are highly specialized or one-of –a-kind, include other factors which may be considered, such as what is their past performance, cost effectiveness [learning curve], and /or the follow-up nature of the required services): The consultant has already 50% design.
	N/A	Describe other special circumstances which may be relevant, such as confidential investigations, copyright restrictions or time constraints. If time constraints are applicable, identify when the agency was on notice of the need for the services and the entity that imposed the constraints, explain the authority (if not obvious) of the entity to impose them, and provide the timelines within which the work must be accomplished. Click here to enter text.
	N/A	Describe the availability of consultants in the location required (e.g., if the proposed consultant is the only source available in the geographical area, state

Initials	Date or N/A	Checklist Items – New and Supplements to Agreements
		the basis for this conclusion and the rationale for limiting the size of the geographical area selected): Click here to enter text.
	N/A	Disadvantaged Business Enterprise (DBE) goals may apply on a federally funded project. Explain reason(s) for waiving DBE participation goals: 18% goal will be met

Agency

Signature of Agency Official

9/3/2025

Date

Recommended Approval

Digitally signed by Terrence W. Lynch
Date: 2025.09.03 10:20:38 -07'00'

Region Local Programs Engineer

9/3/25

Date

Approval

Michele L Britton

Digitally signed by Michele L Britton
Date: 2025.09.03 13:21:44 -07'00'

Local Programs

Date

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DOWL, LLC

Business name: DOWL

Entity type: Limited Liability Company

UBI #: 601-945-967

Business ID: 001

Location ID: 0001

Location: Active

Location address:
15325 SE 30TH PL
STE 300
BELLEVUE WA 98007-6538

Mailing address:
15325 SE 30TH PL
STE 300
BELLEVUE WA 98007-6538

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 2 of 3

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Lynnwood General Business - Non-Resident				Active	Apr-30-2026	Apr-25-2025
Maple Valley General Business - Non-Resident				Active	Apr-30-2026	Jan-13-2023
Olympia General Business - Non-Resident	44983			Active	Apr-30-2026	Feb-18-2022

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Omak General Business - Non-Resident				Active	Apr-30-2026	Apr-28-2025
Pasco General Business - Non-Resident				Pending	Apr-30-2026	
Puyallup General Business - Non-Resident				Active	Apr-30-2026	Apr-28-2025
Redmond General Business - Non-Resident	RED99-000023			Active	Apr-30-2026	May-12-2022
Ridgefield General Business - Non-Resident				Active	Apr-30-2026	Dec-29-2021
Sammamish General Business - Non-Resident				Active	Apr-30-2026	Feb-03-2022
SeaTac General Business - Non-Resident				Active	Apr-30-2026	Dec-30-2022
Snoqualmie General Business - Non-Resident				Active	Apr-30-2026	Sep-18-2023
Spokane General Business - Non-Resident				Active	Apr-30-2026	Feb-01-2022
Spokane Valley General Business - Non-Resident				Active	Apr-30-2026	Dec-30-2022
Stevenson General Business - Non-Resident				Active	Apr-30-2026	Jan-05-2023
Sumner General Business - Non-Resident				Active	Apr-30-2026	May-01-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SHOEMAKER, JEFFREY	
STEER, RACHEL	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
DOWL	Active	Mar-27-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/9/2025 10:11:34 AM

Contact us

How are we doing?
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Don't see what you expected?
Check if your browser is supported

OPR 2024-0247

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925

TERRA INSURANCE COMPANY

DATE
01/01/25

CERTIFICATE OF INSURANCE

RECEIVED
DEC 26 2024
CITY CLERK'S OFFICE

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99207

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
225089	01/01/25	12/31/25

LIMITS OF LIABILITY

$1,000,000 **EACH CLAIM**
$1,000,000 **ANNUAL AGGREGATE**

PROJECT DESCRIPTION

DOWL Project Number: 2071.15246.01
DOWL Project Name: Pacific Avenue Greenway Phase 1 Design
Client's Project Number: TBD

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

DOWL, LLC operating as DOWL
DOWL
15325 SE 30th Place, Suite 300
Bellevue, WA 98007

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

David Cobleigh
President

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	8/27/2025
Clerk's File #	ORD C36760
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	JULIE O'BERG (509)435-7001
Contact E-Mail	JOBERG@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – SFD PARAMEDIC SCHOOL

Agenda Wording

Special Budget Ordinance - SFD Paramedic School

Summary (Background)

Spokane Fire entered into agreement OPR 2025-0481 that provided $46,750 towards the salary & benefits of current employees that support opioid overdose prevention efforts. SFD is requesting adjustments to the budget to account for the $46,750 in unbudgeted revenues received as well as an offsetting increase to Registration/Schooling to cover the cost of paramedic school/training for employees.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 46,750
Current Year Cost	$ 46,750
Subsequent Year(s) Cost	$ 0

Narrative

SFD is requesting adjustments to the budget to account for the $46,750 in unbudgeted revenues received as well as an offsetting increase to Registration/Schooling to cover the cost of paramedic school/training for employees.

Amount		Budget Account
Revenue	$ 46,750	# 1970-35130-99999-34221
Expense	$ 46,750	# 1970-35310-22200-54902
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Agreement with East Region EMS Council

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	MANAGEMENT &	STRATTON, JESSICA
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

	Julie O'Berg joberg@spokanecity.org
Anne Raven araven@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Kyle Haugen khaugen@spokanecity.org	

SBO Request
Public Safety & Community Health Committee

Committee Date	September 4th, 2025
Submitting Department	Fire
Fund to Receive Budget (if different from submitting dept)	1970
Contact Name	Julie O'Berg
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – SFD Paramedic School
Grant Item	☐ Yes ☒ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period? **What are the budget codes? (Accountant-provided)**	Spokane Fire entered into agreement OPR 2025-0481 that provided $46,750 towards the salary & benefits of current employees that support opioid overdose prevention efforts. SFD is requesting adjustments to the budget to account for the $46,750 in unbudgeted revenues received as well as an offsetting increase to Registration/Schooling to cover the cost of paramedic school/training for employees. Revenue $46,750 1970-35130-99999-34221 Expense $46,750 1970-35310-22200-54902

Fiscal Impact
Revenue: $46,750
Appropriation: $46,750

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Program revenue
Is this funding source sustainable for future years, months, etc? Agreement with East Region EMS Council

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

Other budget impacts: (FTE related?)

ORDINANCE NO. C36760

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO COVER THE COST OF PARAMEDIC TRAINING, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Emergency Medical Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $46,750.
A) Of the increased revenue, $46,750 is provided by the East Region EMS Council for fire protection and emergency medical services in the CARES program.

2) Increase appropriation by $46,750.
A) Of the increased appropriation, $46,750 is provided solely for registration/schooling in the EMS program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from increased need to cover the cost of paramedic training, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	8/26/2025		
Clerk's File #	ORD C36761		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	MATT COWLES X4115	**Requisition #**	
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	JAG24 SUBAWARD SBO		

Agenda Wording

Special Budget Ordinance due to the acceptance of indirect Dept. of Justice JAG24 grant through Spokane County.

Summary (Background)

The Spokane Police Department and Spokane County agreed under OPR 2024-0986 to jointly apply for Edward Byrne Memorial Justice Assistance Grant (JAG) FY24. The award was formally accepted with the County as the primarily recipient. Funds are now being subawarded to Spokane PD for continued implementation of its red dot sight program. Period of performance 10/01/2023 to 09/30/2027. ALN #16.738. This special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 76,478
Current Year Cost	$ 76,478
Subsequent Year(s) Cost	$

Narrative

Funds to be used for one-time equipment purchases.

Amount		Budget Account
Revenue	$ 76,478	# 1620-91839-99999-33316-99999
Expense	$ 76,478	# 1620-91839-99999-53502-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	STRATTON, JESSICA
Accounting Manager	SCHMITT, KEVIN	ACCOUNTING -	SCHMITT, KEVIN
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jessica Honl jhonl@spokanecounty.gov	SPDFinance@spokanecity.org

ORDINANCE NO. C36761

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A SUBAWARD GRANT FROM SPOKANE COUNTY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety and Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Public Safety and Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $76,478.
A) Of the increased revenue, $76,478 is provided by the Spokane County via a Department of Justice subaward through the JAG grant program.

2) Increase appropriation by $76,478.
A) Of the increased appropriation, $76,478 is provided solely for minor equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from accepting a DOJ subaward grant from Spokane County, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025
Clerk's File #	RES 2025-0059
Cross Ref #	LGL 2023-0029
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 509-625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	5200 - PUBLIC RULE UPDATE TO WATER/WASTEWATER GFC'S

Agenda Wording

Public Rule 5200-23-01 update to General Facility Charges (GFCs) relating to Affordable Housing

Summary (Background)

With this resolution, Council would adopt an update to Public Rule 5200-23-01 that clarify Water and Wastewater General Facilities Charges (GFCS) - Incentives, Waivers & Offsets, specifically around affordable housing. The update to the public rule is needed to accomplish several things: 1. It removes reference to an offset of GFCs for accessory dwelling units, as that section expired at the end of 2024. 2. It adds language for "permissive waivers" as allowed by the Legislature's passage of ESB 5662, which will be enacted and effective July 27, 2025, and codified in RCW 35.92.385. This public rule declares that it is the policy of the City to not waive or offset GFCs with a non-utility funding source to pay the GFC. However, the new permissive waiver allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households under the affordable housing definition in RCW 36.70A.030(5). The administration proposes an update to the public rule would allow for a permissive waiver in the amount of 50% of the GFC Charges that would be regularly charged for housing projects that meet that definition with the appropriate covenant. An additional permissive waiver of 25% would be available for projects that apply for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. For background, Water and Wastewater GFCs are fees to recover an equitable share of the costs of infrastructure and capital improvements necessary for providing water and wastewater services to new or expanded developments. GFCs are one-time fees paid when a new development connects to the City's existing utility systems, or when an existing development significantly increases its water or wastewater usage.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. Updates to this policy are designed to help defray the costs of developing affordable housing for rental properties that lease to households at 60% or less of the area median income or owner-occupied properties that sell to households at 80% or less of the area median income.

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?

Utilization of the elements within the public rule will be tracked.

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?

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
mfeist@spokanecity.org	mmarroquin@spokanecity.org

Spokane City Clerk No. RES 2025-0059

RESOLUTION REGARDING PUBLIC RULE

A resolution regarding adoption of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives.

WHEREAS, the City of Spokane Wastewater Management Department General Facilities Charges (GFC) are contained in the Spokane Municipal Code (SMC) 13.03.0730, 13.03.0732, and 13.03.0734; and

WHEREAS, the City of Spokane Water and Hydroelectric Department Water GFCs are contained in SMC 13.04.2040, 13.04.2042, and 13.04.2044; and

WHEREAS, on March 5, 2024, the Spokane City Council approved the Public Rule entitled General Facilities Carges – Incentives, Waivers, and Offsets which set out the protocol for municipal utilities to identify alternative non-utility funds before agreeing to waive or offset any connection charges, as provided for is SHB 1326 and codified in RCW 35.92.385; and

WHEREAS, SHB 1326, codified in RCW 35.92.385 allow for a municipal utility to waive connection charges for specified properties, such as development of emergency shelter, transitional housing, permanent housing or affordable housing so long as the waived charges are funded using general funds, grant dollars, or other identified non-utility revenue stream; and

WHEREAS, the Washington State Legislature enacted ESB 5662, codified in RCW 35.92.385, effective July 27, 2025, allows for connection charges to be deterred so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to RCW 36.70A.030(5); and

WHEREAS, the City's Public Rule established March 5, 2023 is in need of update to provide for the Permissive Waivers; and

WHEREAS, the City of Spokane Public Rule regarding GFC Incentives and offsets, is attached and available to members of the public to review and comment, attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE REGARDING THE GENERAL FACILITIES CHARGES INCENTIVES AND OFFSETS, as contained in Attachment "A".

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT “A”

CITY OF SPOKANE	RULE 5200-23-01
((~~UTILITIES~~)) PUBLIC WORKS DIVISION/DEVELOPMENT SERVICES	
PUBLIC RULE	LGL 2023-0029
TITLE: GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS EFFECTIVE DATE: MARCH 5, 2024 REVISION EFFECTIVE DATE: AUGUST _, 2025	

1.0 GENERAL

The City of Spokane ((~~Utilities~~)) Public Works Division establishes the following Public Rule, policy, and procedures for General Facility Charges (GFC) incentives, waivers and offsets.

This Public Rule relates to the requirement for municipal utilities to identify alternative non-utility revenues or funds before agreeing to waive or offset any connection charges. SHB 1326, enacted and effective July 23, 2023, allows connection charges to be waived or offset for properties owned or developed for purposes of providing emergency shelter, transitional housing, permanent supportive housing, or affordable housing, provided that a separate non-utility source of revenue such as general funds, grant dollars or other identified revenue stream is identified. This Public Rule outlines the parameters of how such offsets or waivers will be identified and awarded.

Additionally, ESB 5662, enacted and effective July 27, 2025, codified in RCW 35.92.385 allows for connection charges to be deferred ("Permissive Waiver") so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to 36.70A.030(5).

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Public Rule shall apply to the City of Spokane Development Services Center, Wastewater Management Department, Water and Hydroelectric Department,

Integrated Capital Department, Engineering Services Department, and the Planning and Economic Development Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 08.07D
Spokane Municipal Code (SMC) Chapter 08.15
Spokane Municipal Code (SMC) Chapter 13.03
Spokane Municipal Code (SMC) Chapter 13.04
Spokane Municipal Code (SMC) Chapter 17C.300
Ordinance C-36369 and C-36372
RCW 35.92.380
RCW 35.92.385

4.0 DEFINITIONS

"GFC Charges" means those charges set forth in SMC 13.03.0734 and SMC 13.04.2044 as may be amended from time to time by the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. The initial ENR index will occur prior to March 5, 2024 after which this annual increase will occur January 1, 2025, and occur each January 1 thereafter.

5.0 POLICY

5.1 It is the Policy of the City of Spokane not to waive GFC Charges without prior identification of a non-utility revenue stream such as general fund dollars or grant funds.

5.2 Any offset or deferral of the developer's cost of the GFC shall be replaced with funds from non-utility revenue sources, such as grant dollars or other general fund revenues.

5.3 Such offset or deferral must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

5.4 In limited circumstances defined in 6.2 below, some affordable housing projects may receive a "permissive waiver" of a portion of GFC charges without payment by a non-utility revenue stream in return for the placement of a 50-year covenant to retain specific affordability requirements.

6.0 PROCEDURES

((~~6.1 Accessory Dwelling Units.~~

~~In response to the ongoing local and national housing crisis, relief should be provided to residents and businesses. The City may offset one hundred percent (100%) of GFC Charges for an Accessory Dwelling Unit if it meets all of the criteria in this section. This fee offset shall expire at 5:00 p.m. on December 31, 2024. The criteria for the fee offset are as follows:~~

~~6.1.1 The offset shall be limited to the construction of a new Accessory Dwelling Unit approved under SMC 17C.300.~~

~~6.1.2 The lot shall be located at least partially within one half mile of a Center or Corridor, Context Area, Downtown zone, or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.~~))

6.((~~2~~))1 Affordable Housing.

In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing((~~.~~)), as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by ((~~the~~)) an identified alternative revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:

6.((~~2~~))1.1 For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.

6.((~~2~~))1.2 For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees permanently offset at the end of the twenty-year period.

6.((~~2~~))1.3 For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.

6.((~~2~~))1.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing-Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.

6.((~~2~~))1.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.

6.((~~2~~))1.6 For projects to build owner-occupied ((~~on~~)) property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.

6.2 "Permissive Waiver" of some GFC Charges; Conditions of Waiver

6.2.1 A "Permissive Waiver" allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households and other requirements.

6.2.2 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for owner-occupied properties with a covenant that limits sales to low-income households earning no more than 80 percent of the area median income.

6.2.3 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for rental properties with a covenant to limit leases to low-income households earning no more than 60 percent of the area median income.

6.2.4 For multi-family residential projects that include housing units with both qualified, affordable units and non-qualified units, the permissive waiver will be pro-rated accordingly. For example, if a project has 10 units, but only half of them meet the requirements, the permissive waiver would equal half of the original 50% permissive waiver.

6.2.5 An additional permissive waiver in the amount of 25% of GFC Charges for rental or owner-occupied properties that meet the requirements listed in 6.2.2 and 6.2.3 if the project completes an application for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. Again, the additional waiver will

be pro-rated for multi-family projects that include both qualified and non-qualified units as in 6.2.4.

6.2.6 Any covenant satisfying the requirements of Section 6.2.2 and 6.2.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.2.2 and 6.2.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

6.2.7 All Covenants required under 6.2 shall be recorded with the Spokane County Auditor. At such time as a property receiving a permissive waiver is no longer operating under the eligibility requirements, all GFC connection charges for the properties are immediately due and payable to the City's water and wastewater utilities as a condition of continued service. The amount owed would be equal to the GFC rates in effect at the time of the change.

6.3 Failure to Maintain Qualifications for Deferred GFC Charges.

A project with deferred GFC Charges that maintains qualifying status under 6.((~~2~~))1 for the duration specified shall have the indicated amount of GFC Charges offset permanently at the end of the term. A project that fails to maintain qualifying status under 6.((~~2~~))1 for the duration specified shall repay all deferred GFC Charges to the City((~~.~~)), or as funded initially.

6.4 Maximum Limit of Deferral or Offset under Section 6.1.

6.((~~3~~))4.1 The maximum offset or deferral for a water GFC Charge shall be forty thousand dollars ($40,000) per project.

6.((~~3~~))4.2 The maximum offset or deferral for a sewer GFC Charge shall be twenty thousand dollars ($20,000) per project.

6.5 Funding.

6.5.1 Offsets or deferrals shall be awarded on a first-come, first-served basis. When an identified alternative source of revenue is depleted, another revenue source must be identified or an offset or deferral shall not be awarded.

6.5.2 Some alternative sources of revenue, such as grant funds, may have additional restrictions on the use of funds. A project that qualifies for a deferral or offset under this rule may not qualify for any of the identified alternative sources of revenue. A project that fails to qualify under the limitations of available alternative sources of revenue shall not be awarded an offset or deferral.

6.5.3 Nothing in this Public Rule shall preclude the use of third-party sources of funding, such as grants, from contributing towards a project's GFC Charge.

6.6 Other incentives may be identified based on the project details, timing, state or local incentives upon approval of the Director of Planning and Economic Services Department.

7.0 RESPONSIBILITIES

The City of Spokane Wastewater Management Department, Water and Hydroelectric Department, the City of Spokane Integrated Capital Management Department, Engineering Services Department, and the City of Spokane Accounting Departments through the Planning and Economic Development Department shall administer this Public Rule.

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Public Works Director	Date
_____	_____
City Attorney	Date

RES 2025-0059 (CATHCART AMENDMENT)(08-18-25)

In Attachment "A" to the resolution, "GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS," strike section 6.2.6 on page 5 of the attachment and insert the following in its place:

6.2.6 Any covenant satisfying the requirements of Section 6.2.2 and 6.2.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.2.2 and 6.2.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

3. Maintenance and habitability. The owner shall maintain all residential rental units and all tenant-serving facilities in a state of good repair and in continuous compliance with SMC 17F.070.400. Any condition identified by the City through a periodic or cause-based inspection that is dangerous or injurious to the health or safety of occupants or the community or failure to cure all other violations within thirty (30) days after written notice shall constitute a breach of this covenant triggering payment of the applicable General Facilities Charges at the rate then in effect.

PURPOSE OF AMENDMENT: The amendment, if adopted, would add subsection 3 to proposed new Section 6.2.6, requiring owners receiving GFC waivers to maintain structures in habitable condition.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	8/6/2025		
Clerk's File #	RES 2025-0069		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 509-625-6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	VACATING THE ALLEY BETWEEN CENTRAL AND COLUMBIA, FROM FREYA TO		

Agenda Wording

Resolution to set Hearing for October 27, 2025, for Vacating the alley between Central and Columbia, from Freya to Sycamore

Summary (Background)

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and franchised private utility companies. Responses are favorable provided that the appropriate easements are reserved within the vacation ordinance.

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	**$**

Narrative

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**	
Dept Head	PALMQUIST, TAMI		
Division Director	PALMQUIST, TAMI		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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R E S O L U T I O N

WHEREAS, on May 27, 2025, the Spokane City Council received a petition for the vacation of the alley between Central and Columbia, from Freya to Sycamore, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Central and Columbia, from Freya to Sycamore, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Central and Columbia, from Freya to Sycamore, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **October 27, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



CITY OF SPOKANE

Right-of-way Description:
The alley between Central Ave and Columbia Ave From Freya St. to Sycamore St.

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 7/10/2025

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	9/3/2025		
Clerk's File #	RES 2025-0075		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	KEVIN X6184	**Requisition #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 RESOLUTION APPROVING USE OF WEST QUADRANT TIF FUNDS FOR LB		

Agenda Wording

A resolution approving the use of $111,000 of West Quadrant TIF neighborhoods project funds to reimburse LB Stone for the cost of installing sidewalk, landscaping, and streetlights within the Public Right-of-Way adjacent to 1023 N Monroe Street.

Summary (Background)

LB Stone has been renovating the former engine shop at 1023 N Monroe Street for the past few years. As a former industrial building, the public streetscape along Monroe Street was in a sorry state when LB Stone began the renovation. The existing sidewalk, curb, tree wells, and landscaping was nearly non-functional and unusable. As part of the overall renovation of the site, LB Stone has installed a new sidewalk, street trees, and related landscaping along the length of the site, comprising approximately 300 feet of frontage. LB Stone has asked the City to defray some or all of the costs of the improvements within the public right-of-way required of this project-including the sidewalk, landscaping, and streetlights. The latest accounting of these costs provided by the developer was $232,479. During the renovation of the site, LB Stone has interacted with the Neighborhood Project Advisory Committee (NPAC) for the West Quadrant TIF multiple times. They have kept the NPAC updated on the status of the project throughout. Ultimately, NPAC met on June 4, 2025 and voted unanimously to recommend that City Council authorize the expenditure of $111,000 in TIF funds to repay part of these costs. The improvements to be funded (in part) by these funds are entirely within the City right-of-way and comprise "public improvement costs" allowed for funding by TIFs. Because this proposed action would pay public monies (TIF funds) to a private entity (LB Stone), a Reimbursement Agreement is required between the City and Developer. The proposed resolution not only approves the funding but also authorizes the City to prepare and enter into such a contract.

What impacts would the proposal have on historically excluded communities?

None have been identified. However, all parts of the community, portions that have been historically excluded as well, benefit from economic development in the district and the improvement of the pedestrian environment. Both are expected results of the project.

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?

City inspectors will ensure that the improvements are installed according to the current City, state, and federal standards. As these are City-owned and maintained facilities they will be subject to the same monitoring and analysis as any city-owned property.

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

N/A This is a one-time expense related to a single construction project.

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 West Quadrant TIF is an essential component of the City's economic development strategy for the district, providing funding for public improvements that would otherwise have to be sourced from the general budget and other funds. During the process of considering requests for funding, the Neighborhood Project Advisory Committee undertakes outreach and coordination with the associated Neighborhood Councils to ensure that their input is considered in the decision-making process. Furthermore, Planning & Economic Development staff undertake required due diligence to ensure consistency with the law and City ordinances/resolutions.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 111,000
Current Year Cost	$ 111,000
Subsequent Year(s) Cost	$ 0

Narrative

The proposal represents a one-time-only cost relating to public improvements installed within the West Quadrant TIF district, neighborhood projects area. The improvements have been inspected by the City and accepted.

Amount		Budget Account
Expense	$ 111,000	# 3501- 36230- 42300- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Taxes

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

The WQTIF is expected to generate significant funds continually through the life of the TIF.

Expense Occurrence	One-Time

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

No other expenses are expected.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

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eking@spokanecity.org	nzollinger@spokanecity.org

RESOLUTION NO. 2025-0075

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and approving the use of $111,000 in TIF funding for public improvements installed in the Monroe Street public right-of-way adjacent to 1023 N Monroe St.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") area, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development ("PUD") area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

WHEREAS, the NPAC met on May 3, 2023 to hear a request from a representative of LB Stone regarding their pending improvements to 1023 N Monroe St, including the sidewalk, landscaping, and other improvements in the City right-of-way (ROW); and

WHEREAS, the NPAC received updates from LB Stone representatives on October 4, 2023; November 6, 2024; and April 2, 2025, including changes to the project over time, revised schedules and costs, and updates on interactions the applicant had with the West Central Neighborhood Council; and

WHEREAS, the NPAC heard a final update on the proposal from LB Stone representatives on June 4, 2025, following which the NPAC deliberated and voted on their recommendation to City Council; and

WHEREAS, the NPAC has determined that the proposed improvements are within the WQTIF boundary, represent the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, and that the requested allocation is an authorized use of the WQTIF funds; and

WHEREAS, the NPAC voted unanimously at their June 4, 2025 meeting to recommend City Council approve the use of TIF funds for reimbursement of costs related to sidewalks, landscaping, and streetlights in the public ROW in the amount of $111,000;

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council, consistent with the recommendation of the NPAC as to funding for sidewalk, landscaping, and streetlight improvements adjacent to 1023, N Monroe Street, approves the use of $111,000 in TIF funds for reimbursement of costs related to those public improvements.

BE IT FURTHER RESOLVED that the Spokane City Council authorizes the City to enter into a reimbursement agreement necessary to repay the developer for the cost of those improvements, provided they are located within the public right-of-way and subject to state and local requirements.

Passed by the Spokane City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

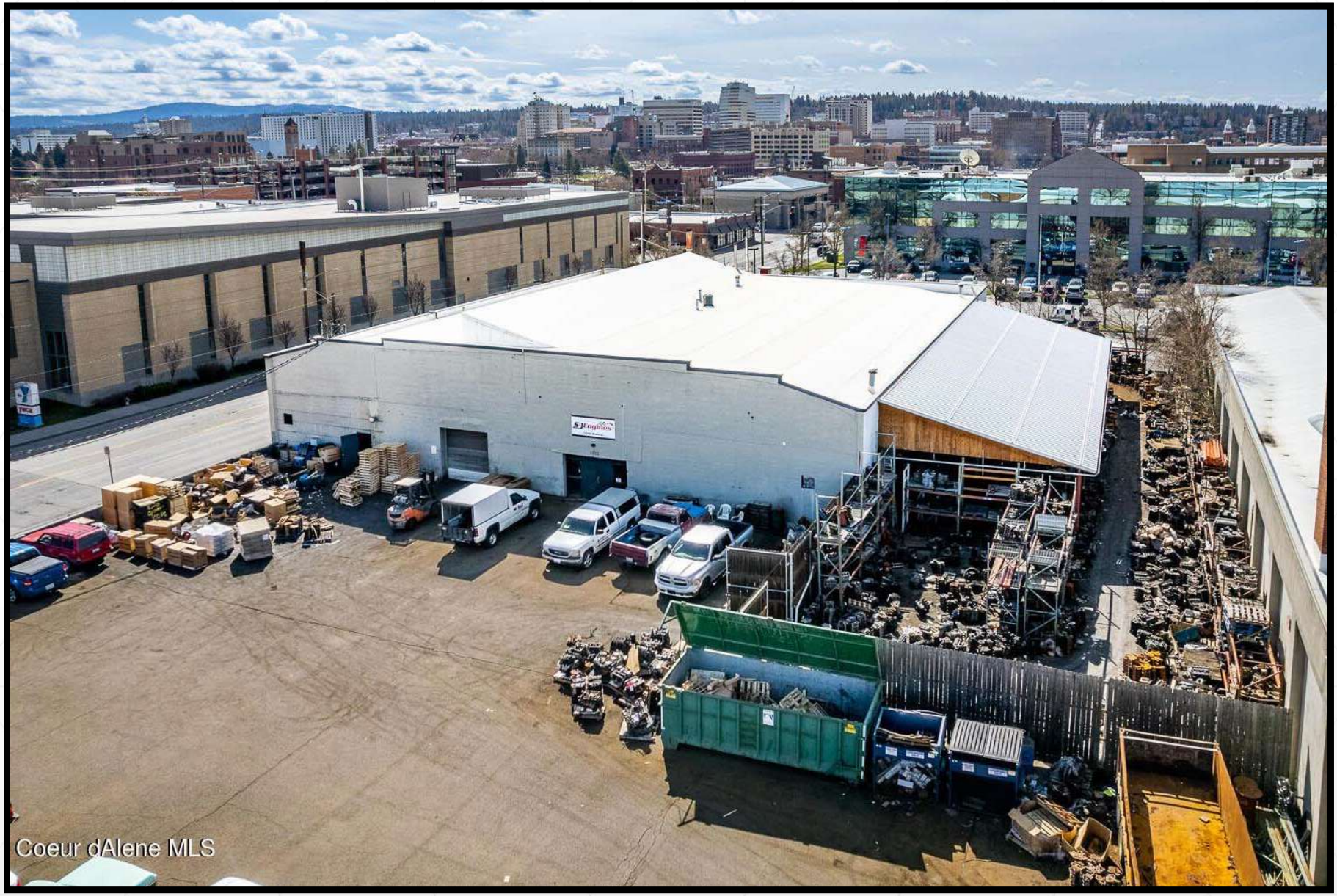
Renovation of 1023 N Monroe Street

LB STONE PROPERTIES GROUP



Recent Property Conditions

LB STONE PROPERTIES GROUP



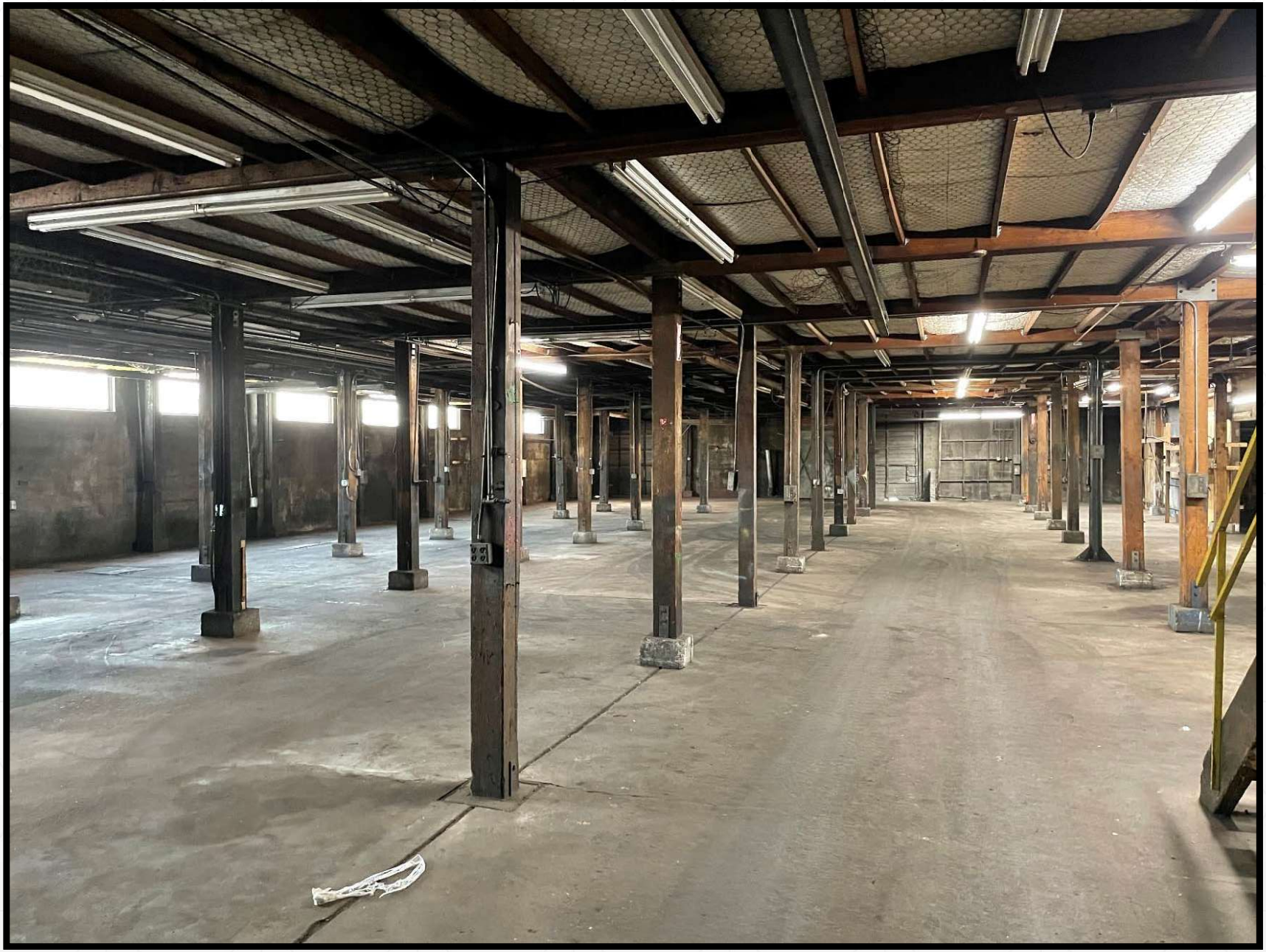
Recent Property Conditions

LB STONE
PROPERTIES GROUP



Recent Interior Property Conditions

LB STONE PROPERTIES GROUP



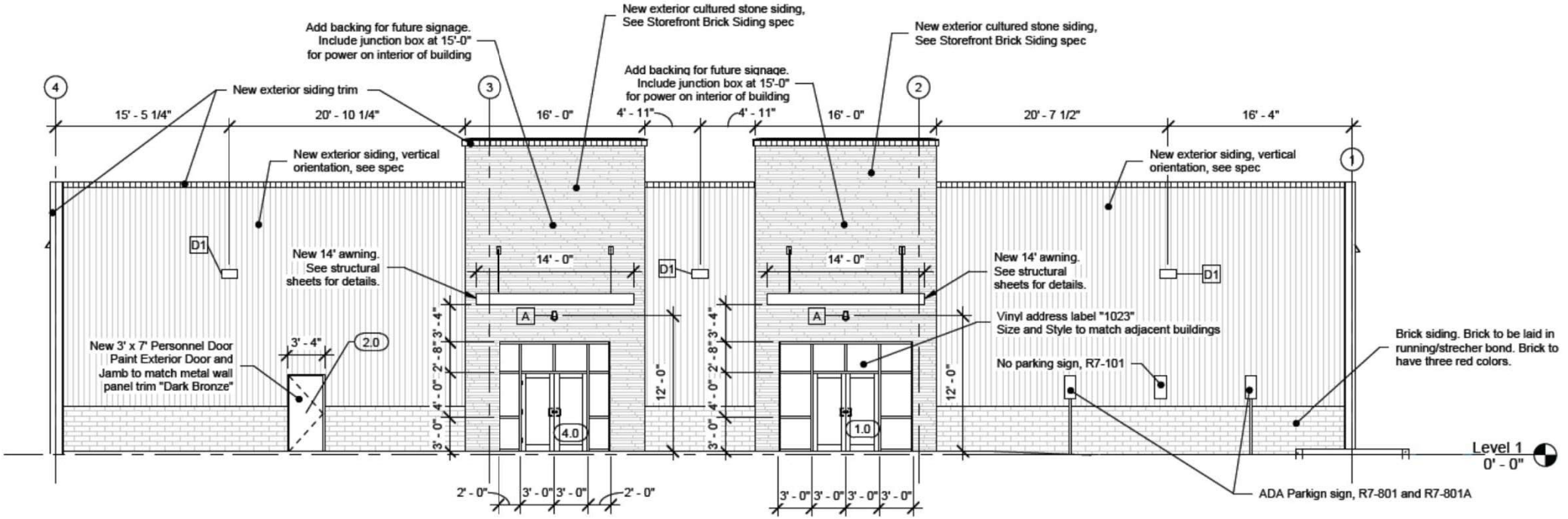
Current Property Conditions

LB STONE PROPERTIES GROUP



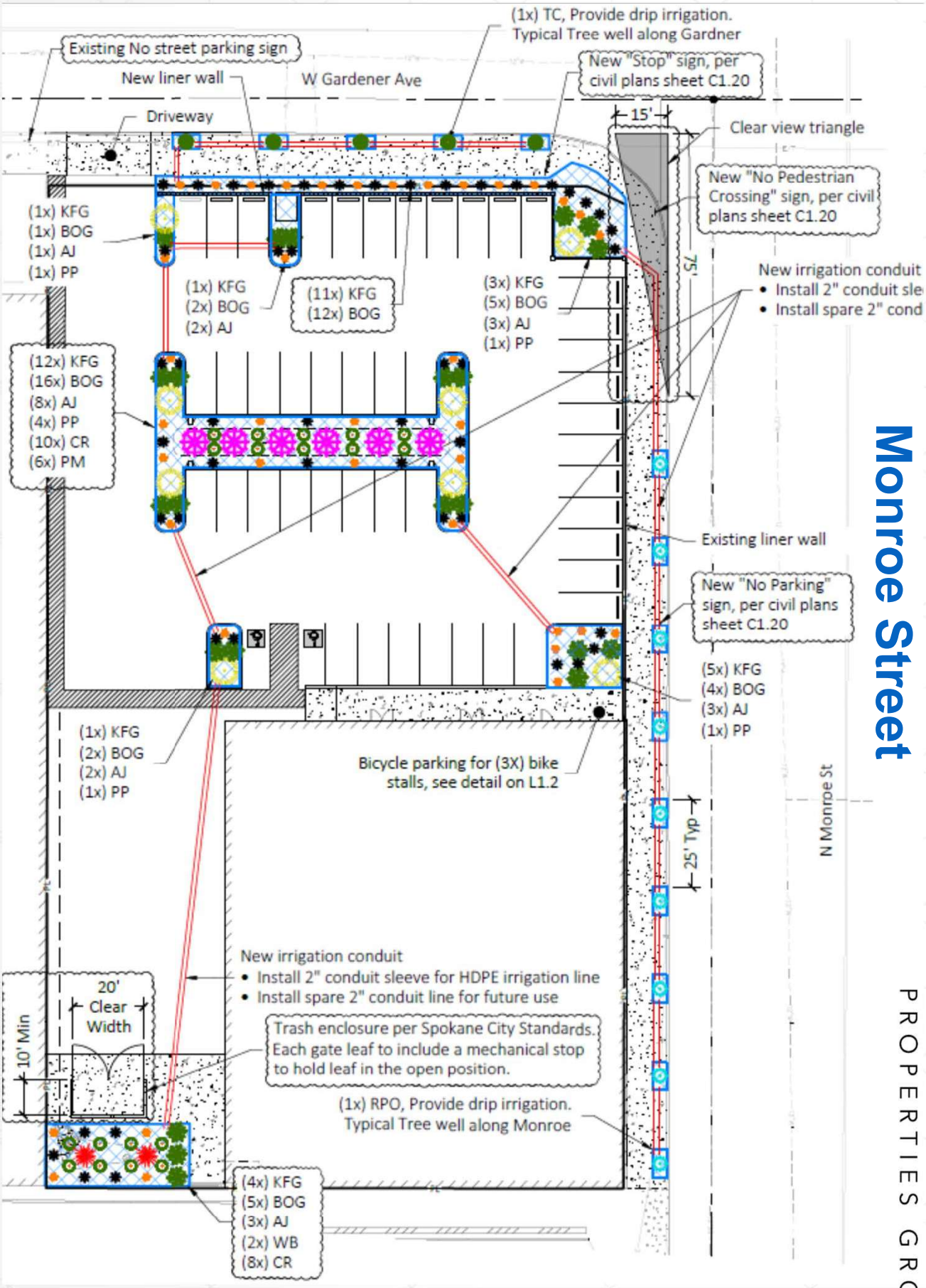
LB STONE
PROPERTIES GROUP





North Building Elevation

Gardner Avenue

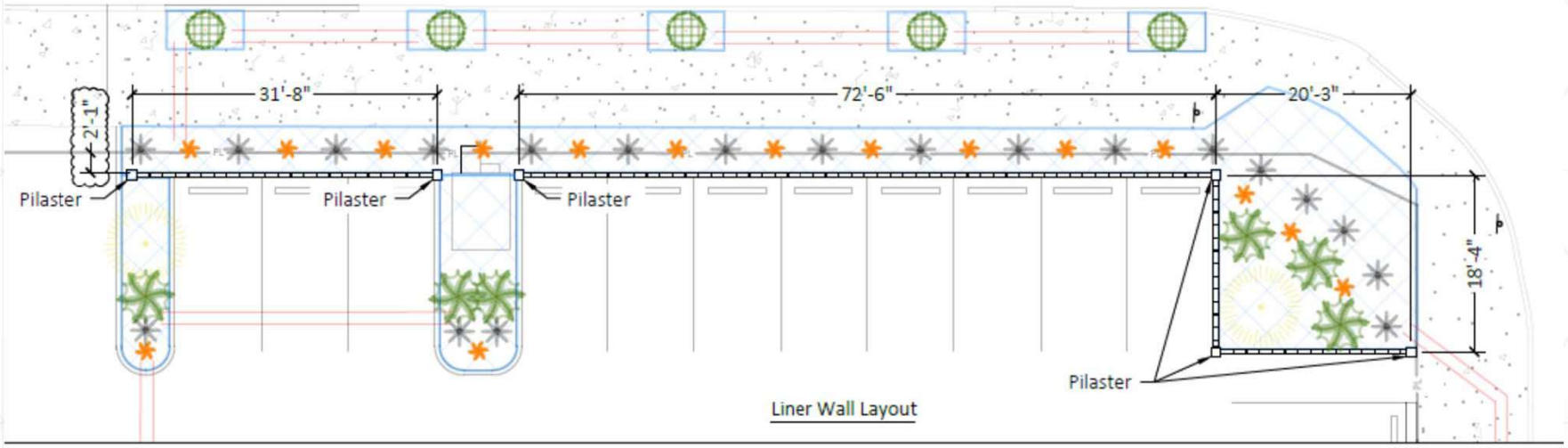


Monroe Street

LB STONE PROPERTIES GROUP

LB STONE PROPERTIES GROUP

Gardner Avenue



Monroe Street

Current Property Conditions

LB STONE PROPERTIES GROUP



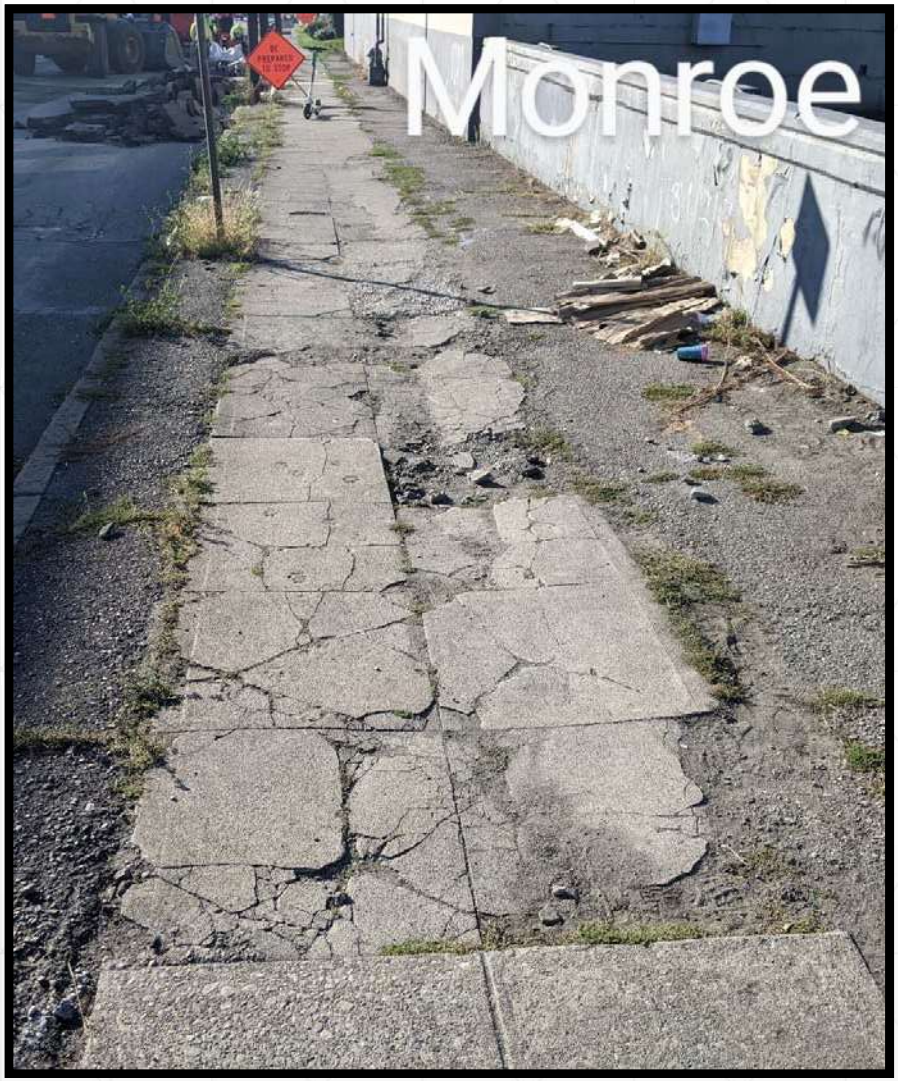
Current Property Conditions

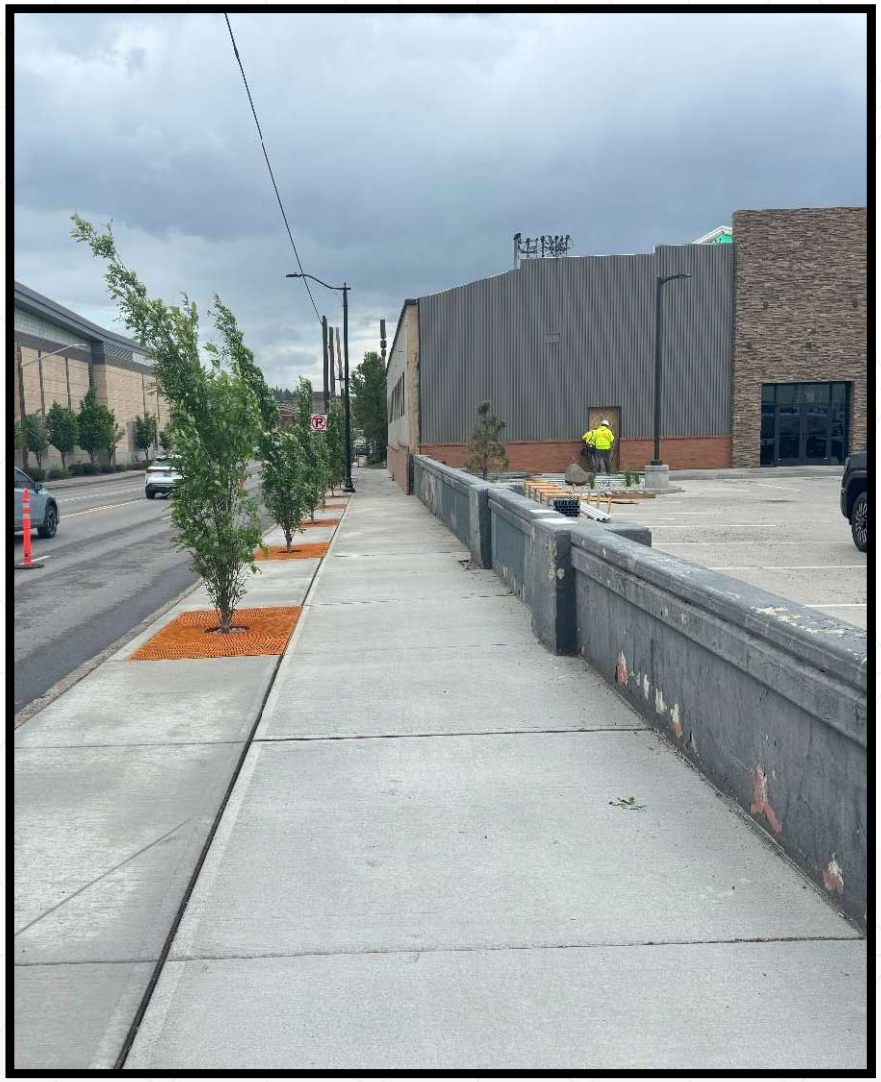
LB STONE
PROPERTIES GROUP



Current vs. Today Sidewalk Conditions

LB STONE PROPERTIES GROUP





Monroe Sidewalks Looking South

Current Sidewalk Conditions

LB STONE PROPERTIES GROUP





Gardner Sidewalks Looking South

Recent Property Conditions

LB STONE PROPERTIES GROUP





Potential Users for the Property

LB STONE PROPERTIES GROUP

We have been discussing Lease Opportunities with the following types of uses”

- Hardware Stores
- Grocery Stores
- Pharmacy
- Fitness Gym
- Office Users
- Cosmetics

Additional Cost to Project

LB STONE PROPERTIES GROUP

Required Right-of-Way Improvements to Receive a Permit:

• Curb & ADA Ramp	$8,150.00
• Gardner & Monroe Curb & Sidewalk	$111,962.00
• Tree Grates, and Frames	$42,932.00
• Landscaping & Irrigation	$28,240.00
• (2) New Street Lights	$16,000.00
• Street Obstruction Permit	$3,500.00
• Barricade & Fencing	$2,500.00
• Washington Sales Tax	$19,195.56
Total Cost	**$232,479.56**

Total Added ROW Construction Cost Impact $232,479.56

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/08/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	9/3/2025
		Clerk's File #	RES 2025-0076
		Cross Ref #	
Council Meeting Date: 10/06/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	KEVIN 6184	**Requisition #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 - AUTHORIZING TIF FUNDS FOR 2ND ROUND OF WEST CENTRAL		

Agenda Wording

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and authorizing the use of $129,692 in TIF funding for public improvements to be installed in four intersections in West Central and $100,000 towards the installation of sidewalk along Bridge Ave.

Summary (Background)

City Council approved the use of TIF funds in 2023 for the West Central Infrastructure Project, a study and engineering scoping effort identifying various necessary and desired public improvements which could be installed within the West Central neighborhood (Council Resolution RES 2023-0019). Following completion of the study, including a robust public engagement process with the neighborhood and interested stakeholders, Council approved the first round of physical improvement projects in early 2025 (Council Resolution RES 2025-0016). Following approval of round one, neighborhood partners identified four additional projects from the West Central Infrastructure Project as being a high priority for rapid installation of initial physical improvements. As part of the discussion, residents reminded staff about a section of sidewalk on the north side of Bridge Avenue was still "missing" and was needed for pedestrian safety and access. The four intersection improvements and the requested installation of a sidewalk in the "missing" section was presented to the Neighborhood Projects Advisory Committee (NPAC) by Planning & Economic Development staff on August 6, 2025. Following discussion of the proposals and testimony taken from members of the public in attendance, the NPAC voted 4 to 0 (with one abstention) to recommend City Council approve the use of TIF funds for the purpose of installing these needed public improvements. The four intersections to receive improvement are shown on the attached map. Improvements to be funded by the TIF include installation of a quick-build traffic calming, scoped in the West Central Infrastructure Project as traffic circles, at Dean & Nettleton, Dean & Elm, and Bridge & Elm as well as projects initially scoped as curb extensions and pedestrian improvements at Bridge & Nettleton. All four intersections were identified for these improvements in the West Central Infrastructure Project. The physical improvements requested to be funded by the TIF at this time are quick-build options allowing for faster implementation of these changes while setting the stage for later,

more permanent installations once drivers are used to these changes and after the City has had time to consider the effectiveness and design of these improvements. A future request for more permanent, more significant changes may come at a future date. Current cost estimates for the four intersections are as follows: Project Temporary Traffic Control: $2,400 Design Update: $8,000 Work Zone Contingency: $500 Permanent Signage: $36,000 Type 1 Channelizing Devices: $68,800 Type 3 Channelizing Devices: $8,000 Removal of Existing Pavement Markings: $560 New Pavement Markings: $2,184 Pavement Dot Lane Markers: $1,248 Engineering: $2,000 ---------- ---------- TOTAL: $129,692 All four intersections are located within the "Neighborhood Projects" portion of the TIF, and represent improvements meeting the definition of "Public Improvements" in the adopting Ordinances for the TIF (ORD C34032 & ORD C35879) as well as the definition of public improvement costs in RCW 39.89.020, thus use of Neighborhood funds from the TIF is appropriate. Additionally, two of the intersections identified (the two on Elm) were identified for these improvements in the 27 by 2027 program, authorized by City Council in 2024 via Resolution RES 2024-0103. Regarding the sidewalk section, there is indeed a 300-foot section of Bridge Ave between Chestnut St and Cannon St where no sidewalk exists on the north side of Bridge Ave. This needed "infill" was identified by the West Central Infrastructure Project as well, which called for the installation of this section of sidewalk. Because site investigations and coordination with adjacent property owners is still needed, NPAC was asked to consider recommending $100,000 for site investigation, survey, engineering, and design towards eventual installation of the sidewalk, with any remainder to be used in physical construction when possible. Planning & engineering for sidewalks meets the RCW definition of Public Improvement Costs and can thus be funded from the TIF. After taking public testimony and deliberating on the request, the NPAC voted 4 to 0, with 1 abstention, to recommend City Council approve the use of TIF funds for this purpose. Staff requests City Council consider the recommendations of the NPAC and approve the attached Resolution, authorizing the use of TIF funds for these two purposes. If this Resolution is adopted by City Council, the funds would transfer from the West Quadrant TIF account to the appropriate accounts in Integrated Capital Management when needed, anticipated to occur this year. For Council's reference, as of August 15 the TIF Neighborhood Projects fund showed a positive balance of $2,274,864. An additional $384,983 in tax revenue is expected to be paid into the fund this year, and there remains $453,080 previously authorized expenditures still to be paid out of the fund. With current encumbrances and approvals, along with the expected remaining 2025 revenue, the fund holds approximately $2.2 million in un-allocated funds for 2025. The proposed intersection improvements represent only 5.8% of remaining funds on hand. The sidewalk proposal represents 4.5% of remaining funds on hand. The TIF account will continue to receive tax revenue through 2032, and potentially through 2046 if the Board of County Commissioners would approve the amendments made to the TIF via Ordinance C35879.

What impacts would the proposal have on historically excluded communities?

As the West Central neighborhood houses city residents who belong to a number of historically excluded communities, neighborhood improvements in these locations would improve their quality of life, health, safety, and welfare.

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?

These projects would be part of the overall Capital Management action of the City, ensuring data is collected as per usual for public works projects.

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

Staff in the Planning & Economic Development Department are responsible for tracking of the effectiveness of West Quadrant TIF actions (Kevin Freibott, Senior Planner) and pedestrian/bicycle infrastructure projects as well (Colin Quinn-Hurst, Senior Planner). These projects, when completed, will be included in those efforts.

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

These projects align with the stated purpose of the West Quadrant TIF (Ord C34032 & Ord C35879) as well as the Resolution adopting the "27 by 2027 Urban Mobility Network" (RES 2024-0103).

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 229,692
Current Year Cost	$ 229,692
Subsequent Year(s) Cost	$ 0

Narrative

TIF funds will be transferred to the Paths and Trails-Wheelshare account, where it will paid directly for the installation of planned infrastructure.

Amount		**Budget Account**
Expense	**$** 229,692	**#** 3501- 36230- 95300- 56501-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

This program (the West Quadrant TIF) continues to receive tax increment revenue each year through 2032.

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2025-0076

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of $229,692 in TIF funding for public improvements to be installed as part of implementing the "West Central Infrastructure Project" and the "27 by 2027 Urban Mobility Network."

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") area, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development ("PUD") area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

WHEREAS, the City Council adopted resolution RES 2023-0029 on February 2, 2023, authorizing the use of $300,000 in West Quadrant TIF funding for the "West Central Infrastructure Project"—preliminary planning and design of certain public improvements in the West Central neighborhood—the work having since been substantially completed; and

WHEREAS, the City Council adopted resolution RES 2024-0103 on November 4, 2024, formally endorsing the "27 by 2027 Urban Mobility Network," some of which coincides with the improvements identified in the West Central Infrastructure Study; and

WHEREAS, the City Council previously adopted resolution RES 2025-016 on March 3, 2025, following unanimous recommendation by the NPAC at their January 15, 2025 meeting, authorizing the use of $138,876 for initial implementation of related projects identified in the West Central Infrastructure Project, schedule for installation in fall 2025; and

WHEREAS, the NPAC met on August 6, 2025 to hear a request from City staff regarding the 27 by 2027 Urban Mobility Network and projects from the nearly completed West Central Infrastructure Project that align with the network; and

WHEREAS, the NPAC took public testimony on the improvements during that meeting, during which the need for a sidewalk on the north side of Bridge Ave, also identified by

the West Central Infrastructure Project, was mentioned as a critical short-term need; and

WHEREAS, the NPAC has determined that the proposed improvements are within the WQTIF boundary, represent the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, and that the requested allocation is an authorized use of the WQTIF funds; and

WHEREAS, at their August 6, 2025 meeting the NPAC voted 4 to 0 (1 abstention) to recommend City Council approve the use of funds for the intersections at Dean & Nettleton, Dean & Elm, Bridge & Nettleton, and Bridge & Elm in the amount of $129,692; and

WHEREAS, at the same meeting, the NPAC voted 4 to 0 (1 abstention) to recommend City Council approve the use of funds for the design, investigation, and engineering of a sidewalk on the north side of Bridge Ave between Chestnut and Cannon in the amount of $100,000, with any funds remaining after that work to be allocated towards physical construction of the sidewalk;

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council adopts the recommendations of the NPAC, allocates $229,692 in West Quadrant TIF funds for public improvement costs at the intersections of Dean & Nettleton, Dean & Elm, Bridge & Nettleton, and Bridge & Elm as well as engineering, design, and possible construction of a sidewalk on the north side of Bridge Ave between Chestnut and Cannon, and requests staff transfer the appropriate funds to the proper capital account when necessary.

Passed by the Spokane City Council this ____ day of _____, 2025.

_____
City Clerk

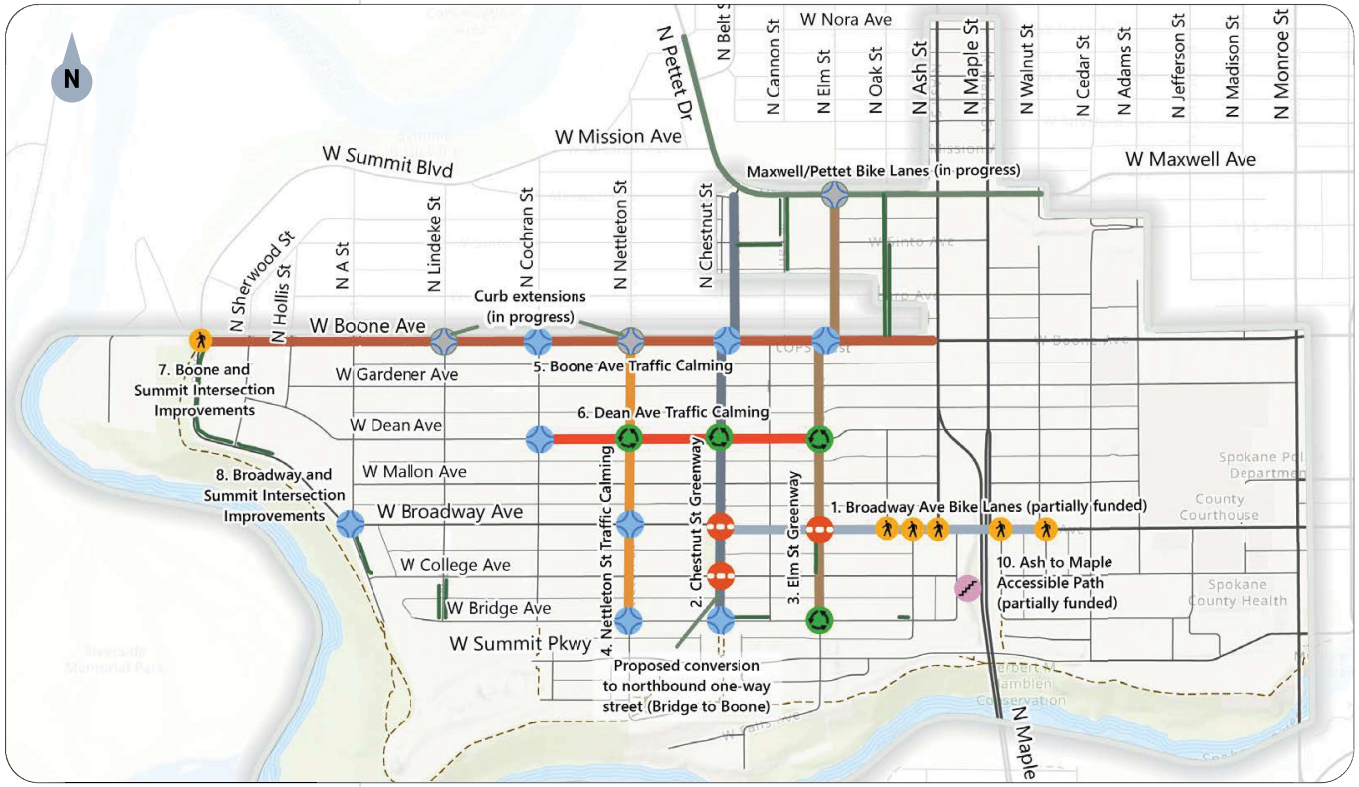
Approved as to form:

_____
Assistant City Attorney

Table 1. West Central Priority Project List

PROJECT	DESCRIPTION	FUNDING PRIORITY
Broadway Avenue Bike Lanes	Parking-protected bike lanes from Chestnut to Walnut with floating bus islands and striped crossings	**1**
Boone Avenu Traffic Calming	Curb extensions at Cochran, Chestnut, and Elm; intersection crossing improvements at Summit	**2**
Chestnut Street Greenway	Conversion to a northbound one-way street from Bridge to Boone that allows two-way bicycle traffic; curb extensions at Boone and Bridge; intersection traffic diverters at College and Broadway; traffic circle at Dean	**3**
Sidewalk Infill and Repair	Install sidewalks where missing; repair sidewalk segments with highest need and importance	**4**
Nettleton Street Traffic Calming	Curb extensions at Broadway and Bridge; traffic circle at Dean	**5 (tie)**
Boone Avenue & Summit Boulevard Intersection	Intersection crossing improvements	**5 (tie)**
Elm Street Greenway	Traffic circles at Bridge and Dean; intersection traffic diverter at Broadway; curb extensions at Boone	**7 (tie)**
Broadway Avenue and Summit Boulevard Intersection	Curb extensions and intersection crossing improvements	**7 (tie)**
Ash Street to Maple Street Accessible Pathway	Replace existing stairwell with accessible pathway	**9**
Dean Avenue Traffic Calming	Traffic circles at Nettleton, Chestnut, and Elm; curb extensions at Dean	**10**

Figure 4. West Cental Priority Project Map



DETERMINING ECONOMIC IMPACT

To understand how a particular project might impact local economic activity, we asked a series of key questions.

For more on how we evaluated economic impact, see Appendix B.

- Does current research tell us that this project type could attract private investment?
- Does this project support existing businesses in West Central? What about small or large commercial areas?
- Is the project close to sites larger than one acre? What about empty land?
- Does the site have reusable buildings?
- Does current zoning allow mixed use?

Projects with many YES answers have greater potential to benefit West Central's economy.

Intersections of interest

1. Broadway Ave. Bike Lanes
2. Chestnut St. Greenway
3. Elm St. Greenway
4. Nettleton St. Traffic Calming
5. Boone Ave. Traffic Calming
6. Dean Ave. Traffic Calming
9. Sidewalk Infill & Repair

Maxwell/Pettet Bike Lanes (in-progress)

Traffic Circle
Curb Extensions
Diverter
Accessible Pathway
Crossing Improvements
Curb Extensions (in-progress)

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	RES 2025-0077		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC RULE RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS		

Agenda Wording

A resolution regarding the adoption of a Public Rule for Water and Hydroelectric for Rules and Regulations for Water System Installations

Summary (Background)

Protection of the City's water system is of paramount importance for the City Water department. City of Spokane Water & Hydroelectric department is required under State and Local law to implement and maintain protection of the water system. The City's Rules and Regulations for Water System Installations is outlined in the attached Exhibit "A" - Rules and Regulations dated July 1, 2025. The Public Rule is intended to comply with State and Local laws.

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 investments 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 strategist to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	GENNETT, RAYLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Spokane City Clerk No. RES 2025-0077

RESOLUTION

A resolution regarding amendment of the City of Spokane Water and Hydroelectric – Rules and Regulations of Water System Installations.

WHEREAS, the City of Spokane Water and Hydroelectric Department Water Code is contained in Chapter 13.04 of the Spokane Municipal Code (SMC); and

WHEREAS, Chapter 13.04.030 of the SMC provides the General Provisions for Rules and Regulations to be established by Public Rule; and

WHEREAS, the Water Department has adopted Rules and Regulations to address the more common concerns found during inspections of the water system; and

WHEREAS, the Rules and Regulations for Water System Installations ensure that connection to the public water system are consistent with State and Local Rules and Regulations; and

WHEREAS, the revised attached Water and Hydroelectric Department – Rules and Regulations for Water System Installations are attached and available to members of the public as attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves the adoption of the PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – RULES AND REGULATIONS FOR WATER SYSTEM INSTALLATIONS, as contained in Attachment "A".

ADOPTED by City Council this ____ day of September 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT PUBLIC RULE AND PROCEDURE	DEPT 4100-20-_____ LGL 2025- _____
TITLE: **RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS** EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

City of Spokane issues Rules and Regulations for Water Service Installations which are updated from time to time and consistent with the City's legal requirements for the water system. The attached Rules and Regulations for Water System Installations are designed to address the more common concerns found during inspections of the Water System. Builders and property owners have the ultimate responsibility to contact and clarify any and all Water Service Installation Rules and Regulations, prior to installation.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Water and Hydroelectric Department

3.0 REFERENCES

WAC 296 155 Part N
WAC 246-290-490
Chapter 13.04 Water 13.04.130 Sub-Section D
SMC 13.04.0806 – 13.04.0812

4.0 DEFINITIONS

See Attached Exhibit "A"

5.0 POLICY

5.1 It is the policy of the City Water Department to create rules and regulations for water service installation and connections to the water services and ensure protection of the entire water system.

5.2 Water System Installation Rules and Regulations as attached as Exhibit "A" herein, and which will be updated from time to time, shall be adopted and will apply to all City Water Connections.

6.0 PROCEDURES –

6.1 Procedures are outlined in attached Exhibit "A" – Rules and Regulations for Water System Installations.

6.2 The City has no responsibility for maintenance, operations or repair of any water service connection to the public water system.

6.3 All responsibility for maintenance, operations or repair is the responsibility of the property owners.

7.0 RESPONSIBILITIES

This Public Rule shall be maintained by the Water and Hydroelectric Department

8.0 APPENDICES

8.1 Exhibit "A" – City of Spokane Water Department Rules and Regulations for Water Service Installations

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Public Works Director	Date
_____	_____
City Attorney	Date

APPENDIX A

CITY OF SPOKANE WATER DEPARTMENT RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS

Revised 02/25

For Water Tap and Meter Applications 509-625-6300, 509-625-6999 or (permitteam@spokanecity.org)

Tap and New Meter Installation 509-625-7847

South Side Inspection 509-625-7844 or 509-435-5567

North Side Inspections 509-625-7845 or 509-994-1669

Cross Connection Inspections 509-625-7969

1. THE RULES AND REGULATIONS INCLUDED HEREIN ARE NOT TO BE CONSIDERED AS COMPLETE. THE FOLLOWING PAMPHLET IS DESIGNED TO ADDRESS THE MORE COMMON CONCERNS FOUND DURING INSPECTIONS OF THE WATER SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE BUILDER, OWNER, OR CONTRACTOR, TO CALL INSPECTORS TO CLARIFY ANY SITUATION THAT IS NOT CLEARLY ADDRESSED IN THESE REGULATIONS IN REGARD TO SITE PLANS, BUILDING DESIGN, ETC. ALL REQUIREMENTS LISTED MUST BE MET PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED.

2. All excavations will be sloped, shored, or benched according to DOSH Department of Labor and Industry standards to provide safe access per WAC 296 155 Part N. Water service excavation, bedding & backfill/restoration shall be responsibility of property owner/developer unless otherwise stated.

3. INSPECTIONS:

- New service lines. No on property inspection will be scheduled or performed until a meter permit has been purchased.
- Repairing or replacing an existing service requires a water repair/replace permit.
- All Water Service Installations and repairs, from the property line to the main shut-off valve or valves inside the building or basement, require inspection by the Water Department Inspector before covering.
- ALL INSPECTIONS REQUIRE A 48 HOUR NOTICE.

4. BACKFLOW / CROSS-CONNECTION:

The policies, procedures, and criteria for determining Backflow/Cross Connections (actual and possible) and appropriate levels of protection shall be in accordance with the City of Spokane Water Department Cross Connection Control and Backflow program, Water Department Rules and Regulations, Washington Administrative Code (WAC 246-290-490) and the City of Spokane Municipal Code 13.04.0814.

- Some examples of areas where devices/assemblies will be needed: Backflow protection shall be installed on service laterals where the point of use exceeds 30 feet above the distribution main, Strip malls/multi use facilities, medical facilities, laboratories/clinics, fire protection systems, irrigation systems (yard hydrants are considered a part of an irrigation system), boilers, post mix soda pop machines, food processing, commercial coffee machines with under-counter boiler, steam generating equipment, water cooled ice machines, car washes, plumbing systems with booster pumps, and/or other facilities where chemicals are used or are injected into the water system, wells and unapproved auxiliary sources, reverse osmosis systems, etc.
- All Backflow Assemblies must be on the current Washington State Approved Assemblies list at time of installation. All Backflow Assemblies shall be tested by a State Certified Backflow Tester (BAT) and report submitted to the purveyor when initially installed, repaired, replaced, moved and annually thereafter. If the backflow assembly has been turned off for freeze protection it must be tested before it is returned to service.
    - The property owner is required to have a WA State certified backflow assembly tester (BAT), test all backflow assemblies annually. The BAT shall tag assemblies tested noting date of test. Where a meter exists in a meter box and the concrete rings are 36" or less inside diameter, then the DCVA for irrigation must be installed outside of the meter box and plumbed into a box of the appropriate size to allow for testing and repair as per the City of Spokane Water Department Municipal Codes. All installations must meet the City of Spokane Water Department requirements. Where premises isolation is required, thermal expansion could exist from a water heater or boiler. Thermal expansion may result in an unsafe buildup of pressure within the plumbing system. Please follow the local rules, regulations, and the Uniform Plumbing Code to protect from thermal expansion. Reduced Pressure Backflow Preventers for premises isolation of high health hazard (Table 13 WAC 246 290 490) and systems utilizing a booster pump or fire pump shall be required and installed at the property line. Where the meter is installed at the property line, the Reduced Pressure Backflow Preventer shall be installed downstream of the meter in a heated enclosure near the property line or inside the building with an approved sized floor drain.
- Single Check replacement in vaults, shall be inspected by the Cross-Connection Control Inspector before removal of old assembly and again after the new assembly has been installed and tested. All service lines must have a City of Spokane Meter.

5. NEW TAPS AND RETAPS:

In ALL cases the property owner is responsible for service location and depth.
In all cases where a new water service is to be installed, a stake marked "WATER" and the address to be served must be placed at the property line by the contractor, builder or the owner showing where the service is to enter property. If the service extends through a utility easement, a second stake shall be placed by the contractor, builder or the owner denoting the end of the service line installation. Failure to place these stakes will result in the tap not being made and a reschedule permit must be purchased before the tap is scheduled and completed.

Only City Water Personnel will tap or make connections to the City Water mains. Size of tap shall be maintained to the property line. Taps on new mains will not be made until bacteriological tests are taken and the main is accepted by the Water Department. All water services must be 5 feet deep from finished grade. (A depth of 5 feet shall be maintained through any 208 or swale system.)

Each service shall have a 2x4 installed vertically marking the termination point of the copper at the back of the utility easement. This 2x4 shall be from the depth of the end of copper, extend above grade 3', must be painted blue and marked with the address of the service.
The curb box shall be installed centered over the curb stop, in a straight vertical line, extending above grade 6-12" and must be painted blue. A six-foot 2x4 shall be installed at the curb stop with two to three feet of the board extended above grade and painted blue.

6. WATER SERVICE PIPE:

-Materials for all water services, from the water main to the right of way line shall be installed by the City of Spokane Water Department.
-Materials for all water services in the public right of way shall be,

- -1" shall be soft annealed type K copper with approved compression fittings to the meter box.
- -2" shall be either,
  - HDPE CTS pipe with stainless steel stiffeners and compression fittings or
  - Soft annealed type K copper with approved compression fittings.
- -4" and larger shall be ductile iron. Elbows for change in horizontal direction are not allowed between the tap at the main and the water meter. Service must be installed perpendicular to the water main.

-Materials for all water services installed on property or downstream of the meter box/vault shall be provided by the contractor and meet the following requirements.

- -1", 1 ½" and 2" water services shall be,
  - Seamless, soft-annealed type "K" copper or
  - HDPE (250 PSI CTS or IPS SDR9) shall be installed with steel stiffeners and compression fittings or pack joints. IPS SDR 9 may also be butt fused.
  - All HDPE pipe shall be installed with jacketed 12 gauge tracer wire and affixed to the pipe every 10'
- 3" shall be either ductile iron pipe with mechanical or slip joint bells or HDPE SDR9 and meet the requirements of AWWA C901 with a minimum 250 PSI rating and have butt fused joints. Sample butt fused joint must be provided to the Water Department inspector upon request for analysis.
- 4" and larger shall be ductile iron. Downstream from the water meter, fittings must be used when a change in direction of pipe is necessary.
- In the pipe zone, all pipes shall be bedded per standard detail A-1. Backfill above the pipe zone shall be per standard detail A-2.
- All water services in the same trench shall have a minimum horizontal separation of 2 feet.
- Elbows for change in horizontal direction are not allowed between tap at the main and the meter as the service line must be installed perpendicular to water main.

All services must meet current water department standards if building is gone and/or meter has been removed for over a year.
No galvanized fittings shall be directly buried.
All water services, viable or not and which will not be reused, shall be disconnected at the water main before a certificate of occupancy will be completed. The physical disconnection shall be completed by Water Department personnel at no charge but all excavation, backfill and surface restorations shall be at the responsibility of the owner or contractor.

The installation of all curb and valve boxes are the responsibility of the property owner or contractor. They are to be installed flush with finished grade or paving, made of iron, and marked WATER on the lid. Boxes must be centered over the curb stop or valve allowing for full operation of the valve. Any curb box located within a proposed or established vehicle pathway or in concrete, must have a traffic rated valve box top section.

7. WATER AND SEWER SEPARATION:

The sewer must be a minimum of 18" deeper and a minimum of 5' horizontally from the **edge** of ANY water service.

When sewer elevation is higher than the water service, there must be a separate water trench with 6 feet of undisturbed earth between water and sewer. All water service installations shall be at least 10 feet from any cesspool, catch basin or septic tank.

When water and sewer separation cannot be maintained during parallel installation, sleeving is allowed and shall meet the following requirements. The sleeving shall be oversized C-900 pipe and shall be limited to straight runs. Sleeving cannot be used to install water and sewer in the same trench. Each sleeve shall contain only one service. Water services 2" in diameter and smaller must be wrapped with split foam pipe insulation and the end of all sleeves shall be sealed with waterproof foam. Water/sewer crossings shall meet City of Spokane Standard Plan A-4 and A-5.

8. OTHER UTILITIES:

All other utilities (telephone, cable TV, electric, gas, etc.) shall have a minimum of 5-foot horizontal separation from the water line. **Failure to meet this standard shall require the water service to be replaced and relocated a minimum of 5-feet from nearest other utility and a new tap shall be required. Sewer separation requirements shall also be met, see #7 above. Original service shall be disconnected from the water main. All excavation, backfill and surface restoration shall be at the expense of the contractor/developer.**

9. WATER SERVICE ENTERING BUILDING:

Where a water service pipe enters a building, a depth of 5 feet shall be maintained. Where there is no basement, (i.e., crawl space or slab floor), the water service pipe, including fire lines, will maintain a 5 foot bury and extend 2 feet inside the footing before rising to the point of use. No joints will be allowed under the floor or within 5 feet of the outer wall. DI piping may have one mechanical joint fitting under the floor for the vertical riser. All service installations running parallel to buildings shall be at least 10 feet from the outer foundation walls.

10. METER, BACKFLOW ASSEMBLY AND PRV LOCATIONS:

Meters

Residential and Commercial meters shall be in an approved meter box or vault on property, within 3' of the closest property line whenever possible.
1" services allow the use of 5/8, ¾" and 1" meters but must be sized appropriately to the intended use of the facility. 5/8"and ¾" meters will be approved only when engineering design demonstrates the meter meets the requirements of intended use and flow or fixture count. Meters shall be installed in an approved Water Department meter box no further than 3' inside the property line or at the back of the utility easement if such easement exists.

All meters 2" in size and smaller shall be installed in a meter box of the approved sized and type and rating.

All meters 3" and larger shall be installed in a meter vault of the approved size, type and rating.

Meter installations where a buried fitting is located within 5' of outer foundation wall shall have the box/vault adjusted sufficiently to meet the requirement of a minimum 5' from the outer foundation wall. Where the face of building is located on or adjacent to the Right of Way line, meters shall be installed in a meter box or vault with no less than 5' of distance from any joint to the outer foundation wall.

Meter boxes and vaults which require adjustment into the right of way to meet the 5' minimum, shall be placed in a meter only box/vault. No other equipment, (FDC, PIV, backflow assembly, etc) shall be allowed inside the meter only box/vault.

All meter boxes and meter vaults are owned and maintained by the property owner. SWD shall take no responsibility of the maintenance of the meter box or vault installed in ROW.

All service lines downstream of the meter are the responsibility of the property owner. SWD shall take no responsibility for the maintenance of the water service downstream of the meter.

Meters installed inside a structure are only allowed with a variance approved by the Director of the Water Department.

Backflow Assemblies

All back flow assemblies are to be furnished, installed and tested by the contractor or property owner. As of 7/1/2025, the Water Department will no longer allow for permits with backflow assemblies to be purchased. Any permits with a backflow assembly purchased before 7/1/2025 will be honored by the Water Department for one year from date of permit purchase. Applications to purchase a backflow assembly permit before 7/1/2025 must have an approved set of plans which have been reviewed by the Spokane Water Department.

Backflow assemblies may be installed in a vault with the meter or installed inside of the structure. Backflow assemblies are not permitted in a meter only vault or any other vault where the vault location encroaches into ROW. All backflow assemblies must be tested.

PRV (PRESSURE REGULATING VALVE) LOCATIONS

All 2” and smaller services, where water pressure is 80 psi or higher, or has the potential of higher than 80 PSI, and the meter is installed inside the building, shall have an approved PRV installed upstream of the meter.

All 2” and smaller meters, where the water pressure is 80 PSI or higher, or has the potential of higher than 80 PSI, and the meter is installed inside a meter box or vault, shall have an approved PRV installed inside the building prior to the first point of use but no further than 18” beyond entry of the slab or foundation wall.

For all MACH (Ultra Sonic) meters, the PRV shall be installed downstream of the meter and inside the building

3” and larger meters shall have the PRV installed after the meter and is subject to design review.

PRV’s shall not be installed inside meter boxes.

11. <u>WATER SERVICE REPAIR AND REPLACEMENT:</u>

The repair of service leaks after the first right of way or property line is the responsibility of the property owner. <u>For any repair or replacement of existing services, a Water Repair/Replace permit must be purchased, shall follow all current rules and regulations and shall be *inspected before covering*</u>. *No service relays shall be pulled unless a minimum depth of 4 ½' can be maintained with a minimum of 5' sewer separation*. Where a new building or an addition to existing building is erected over an existing service, the water service shall be either sleeved or offset by relaying the service a minimum of 10' from outer foundation wall. Repairs can be made with like materials. Brazed connections are acceptable for repairing underground copper services. See Meter and PRV LOCATIONS rules for relocation of the meter.

The property owner is responsible for any water service located near or behind a manmade obstruction, such as a retaining wall, and must maintain the water service at their own expense per Spokane Municipal Code 13.04.0806. This applies to obstructions located within the public right of way.

12. <u>RECORDED EASEMENTS REQUIRED</u>:

Easements shall be avoided but considered on a case-by-case basis, granted by the Director of the Spokane Water Department.
When water services cross property other than the property being serviced, the water meter shall be installed in a water department approved meter box. This box must be installed no more than 3' inside the first property line and an easement number must be filed and recorded with the County Recorder’s office. If approved, minimum water easement width is 10 feet for private and 20 feet for public to allow for excavation and stockpiling.

13. METER BOX:

Meter boxes installed by the property owner, contractor or developer for use of single meters up to 2" in diameter shall meet City of Spokane Water Department traffic rating standards. The meter box shall be placed on property not more than 3' inside the closest property line and built to Water Department specifications. All meter boxes and lids shall be maintained by the property owner.

Two meters 2" or smaller and serving the same property, a concrete meter box with a 48" minimum inside diameter with a standard 24" traffic rated "Water" ring and cover will be required.

Meters larger than 2" or for three or more 2" and larger meters, please refer to Section Y of the City of Spokane Standard Plans. All meter boxes and vaults must meet H20 traffic load rating if in an area where traffic loads are possible.

Any meter box located within a proposed or established vehicle pathway must be traffic rated. Plastic or PVC meter boxes are not considered traffic rated and must be installed at least 1' off any driveway or established vehicle pathway.

14. REMOTE READOUT CONDUIT:

All commercial buildings and residential homes with a vault or meter box (including duplex and triplex dwellings) are required to install an approved ¾ inch PVC electrical grade conduit for each meter or as approved by the inspector. This conduit must be installed from the water meter to an accessible location such as an irrigation box adjacent to the meter vault/box, to a nearby above ground structure such as a metal post or bollard or on the outside of the building. When installed to the building, the conduit shall terminate approximately 3' above finished grade on the street side of the building or on either side of the building within two feet of the street side of the building. All directional changes shall be made with sweeps, not to exceed 4 sweeps for each conduit. 90-degree elbows will not be allowed. All commercial buildings which are remodeled, reconstructed, or additions built shall be required to install conduit.

A minimum three wire .22-gauge color coded cable shall be installed by the builder/contractor during the construction of all residential and commercial buildings. The cable shall begin at the water meter location and terminate at the end of the conduit and shall have approximately 4' of excess cable left on each end.

15. CONTRACTOR'S GUARANTEE:

Work being performed by private contractors, pertaining to quality of materials and installation procedures, shall be guaranteed for two (2) years from time of acceptance.

16. OPERATION OF CURB STOPS

If water is turned on or found on without proper inspection by the Water Division, the following City Ordinance applies:

CITY ORDINANCE CHAPTER 13.04 WATER
13.04.200 PENALTY. Any person violating any of the provisions of this chapter, or the rules and regulations of the Water Division, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in any sum not exceeding $300.00, or by imprisonment in the City Jail for not more than ninety days, or by both fine and imprisonment. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified. (Source, Section 40, C2452) City Ordinance Chapter 13.04 WATER 13.04.130 Sub-Section D

The Director of the City of Spokane Water department may also permit qualified plumbers, licensed, and bonded in accordance with state laws, to open and shut the street cock to make the necessary repairs or to test their work, and in every such case such persons shall leave the stop cock as they found it. They shall be responsible for any damage, losses, or liabilities of the City or third parties arising from their acts, errors, or omissions. (Source, Section 35, part C-2452; Cross ref., Section 13.04.0806 - 13.04.0812)

17. COMMON WATER SERVICE LINE SPECIFICATIONS

When single properties have multiple residential units, a single domestic service may be used for multiple smaller meters on that property. In all cases, fixture analysis will be used to determine adequate meter sizes and to ensure the service is large enough to sufficiently supply both dwelling units.

For single meters feeding multiple dwellings on a common property,

1. The water meter shall be placed inside a meter box within 3-feet of the first property line per Water Department standards.

2. Each service line split after the meter shall have a valve located outside of the structures, to be able to isolate the service without interrupting any other service.

3. Existing water service shall be 1-inch to be able to serve two units or provide engineering analysis showing the existing service is adequate. In all cases, ¾" galvanized services must be upgraded to 1" copper in the right of way. For on property requirements, see section 12, Water Service Repair and Replacement.

4. Due to house setbacks being 10-feet or less, the parallel water service shall be sleeved when adjacent to new or existing homes per section 9 above.

5. Easements are to be avoided but considered on a case-by-case basis, granted by the Director of the Spokane Water Department per section 13 above.

Addition of a second meter to a common water service for multiple unit consumption shall meet the following standards.

a. Internal multifamily units are best supplied by one meter.
b. All connections from the water service to the new meter shall be made by Water Department personnel. A new meter permit is required for the second meter and shall be connected to the common water line by use of a TEE and a curb stop to isolate the second meter.
c. The second water meter connection shall be made upstream of the primary meter. Deduct or sub meters are not allowed.
d. ¾" copper services with a second meter,
    i. Two-5/8" meter are required. Existing ¾" meter shall not be reused and must be downsized to 5/8".
    ii. Line pressure must be a minimum of 70 PSI and a fixture count analysis shall be provided for approval.
    iii. In all cases, ¾" galvanized must be upgraded to 1" copper in the right of way.
    iv. ¾" galvanized must be upgraded to 1" copper or HDPE on property. See section 6 for specifications.
e. 1" copper services with a second meter,
    i. Two ¾" meters are required. Existing 1" meters shall not be reused and must be downsized to ¾".
    ii. Line pressure must be a minimum of 45 PSI and a fixture count analysis shall be provided for approval.
    iii. Galvanized 1" services in the right of way shall be upgraded to 1" copper for the use of a second meter.
    iv. Galvanized services on property must be upgraded to copper or HDPE on property.
f. 1" galvanized services are permitted **with one meter to supply two structures**.
    i. 1" Galvanized services supplying two water meters are prohibited. Galvanized must be replaced with 1" copper in the right of way to supply two water meters. Services downstream of the meters shall be either 1" Type "K" copper or 1" HDPE.
    ii. 1" galvanized services in the right of way are allowed for a secondary connection downstream of one meter.

g. All meters shall be placed on property within three feet of the right of way line. For two water meter configurations, a concrete meter box with a 48" minimum inside diameter with a standard 24" traffic rated "Water" ring and cover shall be required. See 14 and 15 above for additional specifications.

SPECIFICATIONS FOR UNDERGROUND INSTALLATION OF LARGE DOMESTIC WATER SERVICES, MAINS, AND FIRELINES
(Shall Conform to A.P.W.A. with Spokane Supplemental Standards)

1. All material installed in the City of Spokane, including fire hydrants and valves, must conform to City of Spokane Specifications. Pipe and Fittings shall be approved ductile iron. All fire hydrants must be individually valved. When in Fire Districts outside of City of Spokane jurisdiction, installation, and materials will conform to City of Spokane Rules and Regulations.

2. Water services shall meet current backflow standards per WAC 246-290-490 and follow City of Spokane Water Department Rules and Regulations for Water Service Installations.
https://static.spokanecity.org/documents/business/resources/engineeringpolicies/water-service-rules-and-regulations.pdf

3. Pipe shall be laid at a minimum depth of 5 feet deep from finished grade. (A depth of 5 feet shall be maintained through any 208 or swale system.)

4. Pipe and fittings shall be pressure class 350 ductile and installed in accordance with manufactures instructions and in an approved manner. (A.W.W.A C600-64) (Example - Tyton slip joint connections require continuity wedges, and all taps 2-in or less will have Double strap saddles and greater than 2-in will have a stainless-steel tapping sleeve)

5. Pipes shall be clean inside when installed and open ends shall be protected when work is stopped, to prevent foreign material from entering pipe.

6. Pipe joints will be either mechanical joint or Tyton slip joint; change in direction shall not exceed 75% of manufacturers' maximum deflection standards.

7. All tees, plugs, caps, and bends on pipe installed underground shall be mechanically restrained. Mega lugs and field lock gaskets or other restraint systems approved by the Director of the City of Spokane Water Department, shall be used. Thrust blocking is not acceptable.

8. All underground fire lines, or fire suppression systems that are separated or protected from the potable water system requires a State Level III or "U" licensed contractor for installation.

9. All hydrants shall be properly restrained, from the main to the hydrant (mega lugs or field lock gaskets).

10. All water mains and appurtenances 3"and larger shall be tested in sections of convenient length under a hydrostatic pressure equal to 1.5 times that under which they will operate or in no case shall the test pressure be less than 175 psi. Fire lines will be tested at 200 psi or 1.5 times the operation pressure, whichever is greater. All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping and measuring equipment necessary for performing the test shall be furnished and operated by the contractor. Contractor must provide restrained MJ cap on last pipe (or plug on last new valve) near intertie with existing water line and include 2" threaded port with 2" ball valve/curb stop assembly for flushing and testing. Chlorination shall only be done by city forces at the expense of the developer and all arrangements shall be made through the City of Spokane water service inspectors.

11. During cold weather, the contractor is responsible for protecting all mains and services from freezing, to include all equipment used for flushing, pressure testing and chlorination. Failure to adequately protect mains, services, and equipment from freezing could result in the replacement of these items at the contractor's expense.

12. Earth shall be well tamped (per std. plan A-1 & A-2) under and around pipes to prevent settling or lateral movement. Care shall be taken to prevent rocks, etc. from damaging pipe while backfilling. Frozen earth and/or asphalt shall not be used for backfilling material. Backfilling will be done according to APWA specifications.

13. If the property line is in a 208-swale area the meter vault\box may have to be relocated farther on property in a recorded utility easement.

14. All approved main extension installations will be required to extend 10' beyond the property line unless otherwise required by the water department.

15. Fire hydrant use requires a City of Spokane issued reduced pressure backflow preventer (RPBA) and flow meter assembly for all fire hydrant water usage (e.g., construction phase dust control, etc.). Hydrants that have been locked are no longer available for public use. Call 311 or City Water Dept. at 509-625-7800 for more info on Fire Hydrant Use

16. All Fire Hydrants, meter vault\box, curb boxes, & valve boxes must maintain an unobstructed 3' radius.

17. FDC's & PIV's must be installed downstream of the water meter and backflow assembly.

18. *If a bypass service line is installed it must be metered, and with same backflow protection as the service being bypassed.*

19. *When the meter or a back flow assembly are susceptible to being submerged in ground water, the meter and back flow assembly must be installed:*

1. *Above ground and in a heated enclosure or,*
2. *In an approved watertight vault*

IF THERE ARE ANY QUESTIONS PLEASE CALL (509)625-7800

MORE INFORMATION CAN BE FOUND AT THE FOLLOWING WEBSITES

City of Spokane Business and Development & Permits
https://my.spokanecity.org/business/

The Municipal Code Water Section can be found at:
https://my.spokanecity.org/smc/?Chapter=13.04

Standard Plans can be found at:
https://my.spokanecity.org/business/bid-and-design/standard-plans/

Design Standards can be found at:
https://my.spokanecity.org/business/bid-and-design/design-standards/

General Special Provisions (City Std. Specs) for Private Contracts
https://my.spokanecity.org/business/bid-and-design/private-gsps/

WSDOT Standards and Specifications can be found at:
http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

Washington State Department of Labor and Industries
http://www.lni.wa.gov/SAFETY/TOPICS/ATOZ/ABOUT/DEFAULT.ASP

Washington State Safety Standards for Construction Work
http://app.leg.wa.gov/wac/default.aspx?cite=296-155

Revised 7/1/2025

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	RES 2025-0078		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC RULE - REGULATIONS AND SPECIFICATIONS FOR SIDE SEWER		

Agenda Wording

A resolution regarding adoption of a Public Rule for Wastewater Management Department for Regulations and Specifications for Side Sewer Installation.

Summary (Background)

Protection of the City's public wastewater system is of paramount importance to the City's Wastewater Management department. City of Spokane Wastewater Management department created the Rules and Regulations for side sewer installation and connections to ensure protection of the entire sewer system. The City's handbook is outlined in the attached Exhibit "A" - Side Sewer Installation Handbook, dated August 2025.

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 int he 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	GENNETT, RAYLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Spokane City Clerk No. RES 2025-0078

RESOLUTION

A resolution regarding the adoption of a Public Rule for the Wastewater Management Department for Side Sewer Installation Handbook.

WHEREAS, the City of Spokane Wastewater Management Department authority is contained in Chapter 13.03 of the Spokane Municipal Code (SMC); and

WHEREAS, side sewer connections are connections which convey wastewater from a building drain to a public sewer or private sewer and are the primary responsibility of the property owner; and

WHEREAS, side sewer installations require a Side Sewer Permit and must be inspected by the City's Wastewater Management Department at time of connection to the public wastewater system; and

WHERAS, the attached exhibit 'A' – Side Sewer Installation Handbook contains the general regulations and specifications relative to materials, design, construction and inspection policies for connections of pipes six (6) inches or less to the City's wastewater system; and

WHEREAS, the Side Sewer Installation Handbook applies to all new installations as well as to all repairs, extensions, replacement and abandonment of existing sewers; and

WHEREAS, the Wastewater Management – Side Sewer Installation Handbook Public Rule is available to members of the public as attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves the adoption of the PUBLIC RULE AND PROCEDURE REGARDING THE WASTEWATER DEPARTMENT – SIDE SEWER INSTALLATION HANDBOOK, as contained in Attachment "A".

ADOPTED by City Council this ____ day of September 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE WASTEWATER MANAGEMENT PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2025- _____
TITLE: **REGULATIONS AND SPECIFICATIONS FOR SIDE SEWER INSTALLATION** EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

City of Spokane Wastewater Management Department issues regulations and specifications for side sewer installation which are updated from time to time and are consistent with state and federal legal requirements. The attached City of Spokane Side Sewer Installation Handbook for Side Sewer Installations is designed to address the more common concerns found during inspections of side sewers. Builders have the ultimate responsibility to contact and clarify the Wastewater Service Installation rules and regulations.

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2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Wastewater Management Department

3.0 REFERENCES

Chapter 13.03 SMC
SMC 17G.101.100
Spokane Regional Health District (SRHD) Rules and Regulations
SMC 08.02.037

4.0 DEFINITIONS

See Attached Exhibit “A”.

5.0 POLICY

5.1 It is the policy of the City Wastewater Management Department to create rules and regulations for side sewer installation and connections to the sewer system and to ensure protection of the entire sewer system.

5.2 The Side Sewer Installation Handbook which is attached as Exhibit “A” hereto, and which will be updated from time to time, shall be adopted and will apply to all City Side Sewer Connections.

6.0 PROCEDURES –

6.1 Procedures are outlined in attached Exhibit “A” - Side Sewer Installation Handbook.

6.2 The City has no responsibility for maintenance, operations or repair of any side sewer connection to the public sewer system.

6.3 All responsibility for maintenance, operations or repair is the responsibility of the property owner.

7.0 RESPONSIBILITIES

This Public Rule shall be maintained by the Wastewater Management Department

8.0 APPENDICES

8.1 Exhibit “A” – City of Spokane Side Sewer Installation Handbook for Side Sewer Service Installation

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Public Works Director	Date
_____	_____
City Attorney	Date

APPENDIX A

Side Sewer Installation Handbook

City of Spokane Side Sewer Installation Handbook

Updated August 2025

The purpose of the Handbook is to provide regulations and specifications relative to materials, design, construction, and inspection policies for private side sewers constructed of pipe six inches (6") diameter or less within the City of Spokane's "Sewer Service Boundary". The Handbook applies to new installations as well as repairs, extensions, replacement and abandonment of existing sewers.

The specifications and regulations provided herein are not all-inclusive and additional requirements may be imposed by the City of Spokane Wastewater Department if deemed necessary. In the event these regulations do not specifically or completely cover any given situation, the City of Spokane Wastewater Department Director ("Director") shall have the final decision-making authority.

The specifications contained within shall not be construed as imposing upon the City of Spokane any liability or responsibility for the design, construction, operation or maintenance of any portion of the private sewer system. It is expected that all installers in the City of Spokane will exercise good judgment and workmanship.

PLEASE NOTE:

- **Working in a trench is inherently dangerous and trenches for sewer lines are usually deeper than other utilities. In addition, water, electrical, fiber optics, and natural gas service lines may be in close proximity to the work area. Homeowners performing the work themselves are advised to consider the risk and the cost to provide a safe work environment when evaluating their ability to install their own private sewer line.**

REQUIREMENT TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING

- At least 3 business days before any excavation, the installer is required to call for utility locate marks through any of the following methods:
  - Call 811
  - Call 1-800-424-5555
  - Go to www.callbeforeyoudig.org

  More information about this service can be found at the website listed above. This service is free to homeowners.

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DEFINITIONS

The definitions provided below are a reference for Spokane Municipal Code (SMC) Chapter 13.03… also to provide clarification of terms relative to the design and construction of private side sewers and is not an all-inclusive list. Also, included in this section are definitions which are not from the Chapter 13.03 but are deemed applicable to the design and construction of side sewers.

a. "ABS" refers to Acrylonitrile-Butadiene Styrene pipe.

b. "BUILDING DRAIN" is that part of the lowest piping of a drainage system which receives the wastewater discharge from a structure or building to a point two feet outside the outer face of a structure, wall or foundation and conveys it to the sewer or an on-site sewage disposal system.

c. "BUILDING SEWER" is that part of drainage piping from the building drain to a sewage container or public sewer.

d. "DIRECTOR" means the Director of the City of Spokane Wastewater Department, or his/her designee. SMC 13.03.0121

e. "DRY SIDE SEWER" (also referred to as "double plumbing") is a sewer service line installed on properties but not connected to the building drain to facilitate future connection to a public sewer once the public sewer becomes available. Typically these are properties with on-site sewage disposal systems (Septic Tanks).

f. "FLOOD-LEVEL RIM" is the top surface of a fixture, such as a floor drain, shower or other drain, over which excess liquid would spill.

g. "L & I". Washington State Department of Labor & Industries.

h. "ON-SITE SEWAGE DISPOSAL SYSTEM" is any system or combination of piping, treatment, or other facilities that stores, treats and/or disposes of sewage and effluent on the property where it originates, or on adjacent or nearby property under the ownership of the user of the system or in which the user has a recorded interest for the purpose of maintaining the system on such other property. These systems include, but are not limited to, septic tank disposal systems and cesspools.

i. "PRIVATE SEWER" is a sewer not owned or maintained by a public authority.

j. "PVC" refers to Polyvinyl Chloride plastic pipe.

k. "SIDE SEWER" is a sewer, not directly controlled or maintained by a public authority, which begins approximately two feet outside the outer face of a structure wall or foundation, conveying wastewater from the building(s) drain(s) to a public sewer or private sewer. The term side sewer also includes any double plumbing dry side sewer and temporary sewer connections. The property owner is responsible for the maintenance and repair of the entire side sewer, including the portions located within the public right-of-way.

l. "SIDE SEWER STUB" is that portion of a side sewer, located between the public sewer line and a point near the property line of the premises to be served. After connection has been made to the premises, the

side sewer stub shall become part of a side sewer and shall be maintained by the property owner to the point of entry into the public sewer.

m. “SRHD” The Spokane Regional Health District.

n. “SMC” Spokane Municipal Code

PERMIT REQUIREMENTS

A Sewer Connection Permit is required to connect, construct, repair, alter, extend or abandon any sewer, dry side sewer, manhole tap, mainline tap and connection of inside and outside dry side sewer connections. A Sewer Connection Permit is required whenever wastewater is directed or redirected into the regional sewer system even if no construction is performed to accomplish this action. [SMC 17G.101.100]. In general, a sewer connection permit must be associated with an issued building permit for both commercial and residential applications whether in the City or outside City limits.

- **The permit application may be downloaded from the City's website at** https://my.spokanecity.org/ **or acquired at City Hall.** **sewer-water-permit-application-2024-04-29.pdf**

The sewer connection permit may be issued to either the property owner or a contractor licensed by the State of Washington to install building sewers. The property owner may contact L&I at 1-800-647-0982 or visit their website at www.LNI.wa.gov/tradelicensing for license information about a contractor or general information about hiring a contractor. If the property owner is going to do the work themselves, they must agree to have an on-site consultation with one of our inspectors prior to doing the work. A property owner is not permitted to do work within the public right-of-way.

- **Sewer permits are valid for 12 months from the date of issuance.**
- **If work is done without first obtaining a permit a fee will be assessed as well as an administrative fee SMC 08.02.031**

In addition to the required sewer permits, the following permits issued by other departments or agencies may be required:

- STREET OBSTRUCTION PERMIT issued by the jurisdiction having authority over the public right-of-way. Required when the trench, materials, spoil pile or equipment is located in the public right-of-way.
- PLUMBING PERMIT. Changes to existing plumbing within the structure or the addition of new fixtures requires a Plumbing Permit issued by the appropriate department of the jurisdiction having authority.
- ELECTRICAL PERMITS FOR PUMPING SYSTEMS: Sewer installation work involving electric sewer pumps will require an Electrical Permit and inspection by the State of Washington Department of Labor and Industries.

A copy of these permits, if required, shall be on site at the time of the sewer connection inspection.

SCHEDULING AN INSPECTION

All side sewer construction, including new sewers, dry side sewers, repairs, replacements, alterations, extensions or abandonment of existing sewers MUST BE INSPECTED. The sewer connection permit allows for one (1) inspection not to exceed thirty minutes. Additional inspection time or additional inspection visits may result in the billing of additional fees. The Director reserves the right to set and/or change inspection times.

TO SCHEDULE A SEWER INSPECTION: Call the sewer inspector and number that is listed on the top of the sewer permit. If you are unable to reach the inspector listed on the permit, please contact the City of Spokane Wastewater Department at **(509) 625-7900** during normal business hours. Please be prepared to provide the jobsite address, the name of the installer and the permit number.

- a minimum of one working days' notice is required when scheduling inspections performed by the City of Spokane Wastewater Department.

CANCELLING OR POSTPONING A SCHEDULED INSPECTION. The installer **MUST** call the assigned inspector as shown on permit a **minimum of one hour prior to the scheduled inspection time.** Failure to provided adequate notice may result in assessment of a re-inspection fee. (SMC 08.02.037)

SAME DAY INSPECTIONS shall only be permitted in situations where a safety hazard or a public health issue exists. Inspection time is dependent upon inspector availability.

REQUESTS TO HAVE INSPECTIONS OCCUR BEFORE OR AFTER NORMAL BUSINESS HOURS are subject to the approval of the Director and inspector availability. An overtime-hourly rate will be assessed to the installer. There shall be a one (1) hour minimum charge, with additional one-half (1/2) hour increments assessed as appropriate. The time assessed shall include travel time to or from the City of Spokane Wastewater Management Building. On behalf of the Wastewater Director, through the side sewer inspector, shall inform the installer if the sewer inspection is subject to overtime fees.

WEEKEND OR HOLIDAY INSPECTIONS. Requests for weekend or holiday inspections are subject to the approval of the Director and inspector availability. To schedule a weekend or holiday inspection, the installer must contact the City of Spokane Wastewater Department at **(509) 625-7900** at least 24 hours in advance and on a normal work day. WEEKEND OR HOLIDAY INSPECTIONS **MAY NOT** BE SCHEDULED DIRECTLY WITH THE INSPECTOR. Additional fees for weekend or holiday inspections shall be paid at the time of permit issuance prior to the inspection date. The inspection will not be scheduled until the fee is paid. The installer may cancel the inspection before 5:00 p.m. of the preceding normal workday. The extra inspection fee is non-refundable if inspection is not canceled within this time frame. Any weekend or holiday inspections requiring multiple visits to the job site or exceeding four (4) hours shall be billed additional fees. Weekend or holiday inspection requests that cannot be made in advance are subject to the Director's approval and inspector availability.

EMERGENCY REPAIRS: In emergency situations where it is not feasible for an installer to obtain a permit in advance of the work, the installer shall obtain a permit for the work the next business day. If the work is being done during normal business hours, the installer must immediately contact the City of Spokane Wastewater Department and request an inspection. If the work is being performed outside of normal business hours, the installer must leave the work exposed, providing necessary safety precautions in accordance with Labor and Industries guidelines, and schedule for inspection the next business day.

INSPECTION REQUIREMENTS

- **All trenches must be shored, sloped or shielded as per Washington State Department of Labor and Industries ("L & I") standards before the sewer inspector may enter the trench. The inspector may refuse to complete an inspection of work within an unsafe trench until a representative from "L & I" determines the trench meets their safety regulations.**

Sewer permits shall be available at the job site and readily accessible. The installer shall be present at the job site during the inspection. The inspector may refuse to perform the inspection if the permits and/or installer are not at the job site.

All costs incurred to remedy non-compliance of these regulations shall be borne entirely by the installer. Follow- up inspections shall be subject to call back inspection charges.

BEFORE THE TRENCH MAY BE BACKFILLED, the sewers must be inspected and accepted as non-deficient unless specifically authorized by the Director. The sewer line must be inspected from the point of connection to the building drain(s) to the connection point to the public sewer. Work performed at the connection points shall also be inspected. Sewers installed and covered without authorization may be subject to the following:

- Exposure and inspection of the sewer or portion thereof.
- Video inspection at the installer's expense.
- Pipe testing for grade, leakage and contamination at the installer's expense. The installer shall be responsible for payment of additional inspection time.

ADDITIONAL INSPECTION FEES MAY BE ASSESSED TO THE INSTALLER FOR:

- Re-inspection due to violations of the Sanitary Sewer Ordinance and/or these regulations.
- Multiple inspections.
- Follow-up inspections.
- Inspections exceeding the thirty-minute time allotment.
- Failure to notify the inspector at least one hour in advance of the scheduled inspection time that you won't be ready for the inspection.
- Failure to cancel or reschedule the inspection at least one hour in advance of scheduled time.
- Not having the approved plans on site and readily available to the inspector.
- The sewer connection permit and/or installer not present at the worksite during the inspection.
- Re-testing of work that has failed initial tests.

ACCEPTABLE MATERIALS FOR SIDE SEWERS

Gravity Sewers installed by excavation method	PVC Pipe & Fittings	ASTM D 3034. Either SDR-26 or SDR 35, but fittings installed within the public right-of-way must be SDR-26. Integral-bell gasketed joints. Rubber gaskets shall be factory installed conforming to ASTM F 477. Pipe joints shall conform to ASTM D 3212.
	Ductile iron	Pipe conforming to ASTM A746. Cement-mortar lined. Bell and spigot type with push on joints conforming to ANSI A21.11. Exterior coating meeting ANSI A21.51
	Vitrified Clay Sewer Pipe & Concrete Pipe	Pipe conforming to ASTM C700. Joints shall be compression joints in accordance with ASTM C425. Pipe must conform to City of Spokane 2018 General Special Provisions for Private Contracts (updated 10-14-19)
Gravity sewers installed by boring method	PVC Pipe & Fittings	ASTM D 3034. Either SDR-26 or SDR 35. Solvent-weld Joints conforming to ASTM D-2855. Pipe solvent cement shall conform to ASTM D-2564. Solvent weld primer meeting ASTM F-656 is required when solvent weld PVC is used.
	High Density Polyethylene (HDPE) 1-1/4" – 6" dia.	Must be manufactured in accordance with ANSI/AWWA C901 and meet ASTM D3035, ASTM F714 SDR 11.as a minimum. Joints shall be Standard Mechanical HDPE couplings or fusion welding conforming to ASTM D3261 and debeadinging of any extrusions into the pipe interior. HDPE is allowed on approval of the Director. Joining of plain-end pipes shall be by butt fusion per PPI TR-33. Inserted Stiffeners are required when using mechanical couplings. No inside extrusion of the welded joint is allowed that can cause flow restriction (debeading required). Min. wall thickness SDR11. Manufactured in accordance with ANSI/AWWA C901, ASTM D3035.

Pressurized Sewers	Ductile Iron >3" dia. PVC Pipe / Schedule 80 1-1/4" to 3" High Density Polyethylene (HDPE) 1-1/4" – 6" dia.	D.I. Pipe for pressure sewers shall conform to ANSI/AWWA C150/A21.51. Joints and method of joint restraint shall be determined by anticipated pressure conditions must meet City of Spokane (CoS) Standard Specs Div. 7 (GSP) or as approved by the Director. ASTM D 1785 meeting Class 200 with fittings per ASTM D 2467 and D 2467 is acceptable. Pipe must be solid-wall. Cellular core pipe is not acceptable. Must be manufactured in accordance with ANSI/AWWA C901 and meet ASTM D3035, ASTM F714, DR 11 as a minimum. Joints shall be Standard Mechanical HDPE couplings or fusion welding conforming to ASTM D3261 and require debeading of any extrusions into the pipe interior. HDPE is allowed on approval of the Director Joining of plain-end pipes shall be by butt fusion per PPI TR-33. Inserted Stiffeners are required when using mechanical couplings. No inside extrusion of the welded joint is allowed that can cause flow restriction*. Min. wall thickness DR11. Manufactured in accordance with ANSI/AWWA C901, ASTM D3035.

* debeading is required as industry generally is accomplished on 3.5" and larger (as of 2023), but shall be done on all sizes as technology becomes commercially available.

NOTE: All non-metallic pipe shall be buried with 12 ga. copper insulated tracer wire taped to pipe at 10' intervals and protruding to surface at foundations, cleanouts, end of pipe markers, force main markers and manholes for utility locating.

SOLVENT CEMENT (GLUE) POLICY & SPECIFICATIONS

Solvent welded pipe & Fittings are allowed only in the following circumstances:

- For cleanout risers.
- When connecting ABS pipe to PVC pipe with a solvent weld transition coupling.
- When connecting PVC pipe to ABS-type backwater valve.
- On straight-run bored sections of pipe.
- On pressure sewer lines.

Approved cements for specific material connections:

- PVC to PVC; Glue meeting ASTM D-2564, NSF and UPC approved. Must be applied with purple PVC Solvent Weld Primer meeting ASTM F-656. Must be installed in conformance with ASTM D-2855.
- ABS to ABS; Glue meeting ASTM D-2235, NSF and UPC approved. Must be installed in conformance with ASTM D-2661.
- ABS to PVC with glue transition coupler (for use with ABS to PVC glue-type transition couplers); Glue meeting ASTM D-3138 (green in color), NSF and UPC approved. Viscosity minimum 700 CPS. Must be installed in conformance with ASTM D-2661.

SIDE SEWER INSTALLATION SPECIFICATIONS

Installation of all acceptable pipe, whether gasket or solvent weld, shall be in strict accordance to the City of Spokane specifications and in strict accordance with manufacturer's specifications and recommendations as specified by the following ASTM numbers. Where discrepancies between specifications occur, the Director shall make a determination of which requirement to follow:

- D2321 Procedure for installation of PVC plastic pipe.
- D2855 Procedure for making solvent cement joints.
- D2235 ABS solvent cement specifications.
- D2321 Underground Installation for Sewers

The installer shall field locate the point of connection (sewer stub or dry side sewer) and confirm the elevation prior to any other excavation. The installer shall make a reasonable attempt to confirm that the sewer stub and/or dry side sewer is unobstructed and has appropriate grade.

The installer is responsible for connecting ALL wastewater drains to the sewer existing and newly installed. Floor drains may not be required to be connected to the public sewer if their sole purpose is to receive potable water which emanates from the buildings plumbing system, if allowed by the Uniform Plumbing Codes. It is a violation of the City of Spokane Municipal Code to discharge or cause to be discharged any storm sewage or storm water into a sanitary sewer. SMC 13.03A.0201

BEDDING THE PIPE: (Standard Plans A-1 – A-3) Side sewers and Private sewers shall be laid on a firm bedding throughout the length of the pipe on approved material. Approved bedding material shall be provided and compacted as specified for Pipe Zone in the Standard Plans except that a compacted layer two to six inches thick beneath the pipe, six inches each side of the pipe and six inches over the top of the pipe may be used. Additional bedding may be necessary to protect the pipe during installation and backfilling operations. Bedding material shall not be clay or silty soil or contain organic material such as sod or wood and shall not contain stone larger than 3/4”. Because Pea Gravel does not provide stable support, it shall not be used for bedding material.

PIPE GRADE (SLOPE) AND ALIGNMENT: Side sewer pipe shall be installed in smooth alignment which maintains flow velocities and with uniform slope between approved fittings. The minimum slope for 4” & 6” diameter pipe is 1/4 inch/foot (2% grade). With the approval of the Director, gravity sewer pipe may be installed with a minimum slope of 1/8 inch/foot (1% grade) provided the pipe grade is set or checked by utilizing a surveyor’s level.

MINIMUM PIPE SIZE**:** Gravity side sewers serving single family or duplex structures shall be minimum four- inch (4") inside diameter. Side sewers serving more than two (2) single family residential units and ALL commercial structures shall be minimum six-inch (6") inside diameter. Pressure side sewers shall be 1.25” inch minimum diameter if a grinder pump is used and 2” if typical ejector pump is used. Specific pipe diameter should be determined in conjunction with estimated flows and if applicable, the design of the pumping system.

THE TRENCH shall comply with Labor and Industries safety standards. Groundwater must be removed from the trench during the pipe laying process and disposed of on-site in accordance with the Spokane Regional Stormwater Manual Trench width shall be wide enough to insure proper bedding.

METHOD: Sewers may be installed by either open trench installation or by utilizing boring methods. The installer is required to have all appropriate tools and a grade-checking instrument on the job site. All pipes installed by open ditch or boring methods shall maintain proper pipe slopes as defined above.

Where practical, sewer pipe shall be installed in a manner that provides gravity drainage from the building to the public sewer. Gravity flow sewers shall have a minimum of two feet of cover over the top of pipe to surface level *except where* driveways, parking lots, public streets, or where vehicular travel passes over. Where vehicular travel passes over gravity sewers, the pipe shall have a minimum cover of 3.5 feet, unless otherwise provided in City Design Standards. The pipe shall be installed with the bell end upstream (toward the structure). Refer to City Design Standard 4.3 Side Sewers for additional requirements. Pipe shall be installed with markings or letterings readily visible to the inspector.

- Side sewers shall also be installed with a 12 ga. insulated copper tracer wire affixed every 10' along its full length and up to the ground surface, e.g. building foundation, at sewer cleanouts, and other related surface features.

Pressure side sewers shall have a minimum three feet (3') in all areas of cover over top of pipe, and must be installed below water lines. When laying pressure pipe, pipe deflection shall be accomplished in the pipe length, not at the joint. Maximum deflection shall be in accordance with the pipe manufactures recommendations.

Foreign material shall be kept out of pipe and joining surfaces. The installer is responsible for sewer line cleaning which includes cleaning the public sewer main if debris enters the public pipe as a result of their work.

Pipe may be installed through the existing openings of a septic tank in the following manner:

- The septic tank shall be completely pumped and filled and compacted as per State and local sewage container abandonment standards as per Spokane Regional Health District. Pipes placed in this manner must be bedded properly to prevent settlement.
- The pipe must be a straight, continuous piece. No joints are permitted within the tank and Schedule 80 used for this section of side sewer. Ductile Iron and Concrete can be used.

LOCATION: Due to limited accuracy of mapped property lines, provision for safe excavation trench, water main separation distances (Std. Plans A series), *continuation of sewer collector/mains to facilitate side sewers shall be installed in the right of way and extend at least 10 linear feet past the first property line of the last parcel to be served (unless longer distance required otherwise)* in order to accommodate MH installations per City Design Standard 4.3-4 and side sewer alignment. Horizontal alignment of side sewers from the property line to sewer main should generally be perpendicular to the main, when possible, to facilitate utility locates.

In compliance with SMC 13.03, when sewer is being installed adjacent to properties (even if not a part of the project) necessitating the extension of sewer, side sewer stubs must be provided to each of those properties. When parcel areas are greater than ½ acre, a 6" diameter stub shall be provided with the sewer main.

- The side sewer stubs shall be installed deep enough to permit a gravity connection of all sewage facilities on the property, if practicable.
- The property owners shall be contacted for their input regarding preferred side sewer stub locations and needs for future development. Documentation confirming this effort shall be provided to the Development Services Center (cc: Wastewater Management Department). The final location, size, and number of side sewer stubs are subject to approval by the Wastewater Management Department. If no response from the property owner is given within a reasonable time such as 1 month, a 6" diameter stub shall be stubbed within 10 horizontal feet of the downstream-most corner of the property.

Individual side sewers shall be provided separately to each sellable lot regardless of common ownership. Individual side sewers should avoid crossing other parcels to help avoid conflicts, claims, and ambiguities about owner responsibility for maintenance, repair and damages when problems occur on joint/shared side sewers.

Potential Exceptions or Factors to Consider for Individual Side Sewers:

a. Multi-family structures such as duplexes, triplexes, etc. and apartments that share a contiguous structure;
b. creation of new lots with inadequate frontage on a right-of-way, such as a Unit Lot Subdivision, where the joint private sewer is located in a shared access/driveway owned and maintained by an Home Owners Association (H.O.A.) or Planned Unit Development (P.U.D.); private sewers require authorization from Wastewater Department);
c. lack of an accessible public sewer adjacent to the parcel when physical or geological obstructions exist;
d. extreme topography that makes a direct connection unfeasible;
e. existing development and lot configurations that make a separate connections impractical; or
f. prevention or correction of a health or safety hazard.

PIPE FITTINGS & CONNECTIONS

Refer to the attached Standard Plans

For gravity side sewers:

- Vertical drops and Angle-downs shall be accomplished using approved fittings and regulation standards.
- All changes of direction shall be made with twenty-two and one-half degree (22-1/2°), eleven and a quarter degree (11-1/4°) or forty-five-degree (45°) bends, wye branch or a combination of wye branch and bends. Ninety-degree (90°) bends are NOT ALLOWED in the flow line.
- Straight and sanitary tees are NOT ALLOWED.
- Stacking fittings in opposing directions (swinging joints) in the flow line are NOT ALLOWED.
- Stacking fittings on a horizontal plane in the flow line is NOT ALLOWED unless a twelve -inch (12") in length minimum spacer pipe is inserted between the fittings (note: a spacer pipe is not required for wye combination connections or for cleanout riser pipe assemblies).
- Stacking fittings on a vertical step not exceeding sixty-eight degrees (68°) utilizing a twenty-two and one half degree (22-1/2°) fitting and a forty-five-degree (45°) fitting is ALLOWED (note: See Cleanouts).
- Connections to sewer main collectors that are Cured in Place Pipe (CIPP) must carefully remove enough of the host pipe to make a gasketed/sealed direct connect to the CIPP liner.
- Spacing of side sewer connections along the sewer main shall be minimum 5 feet on center for the same side to allow future repair without impacting adjacent/parallel services.
- Belly Agreement is required and must be signed by the property owner at the time of the inspection.
- The manufacturer's installation specifications and recommendations shall be followed.

For pressure side sewers (outside the pump chamber):

- Solvent Weld Pipe: Ninety degree (90°) fittings are not allowed. 45° fittings on horizontal runs need to have minimum 2’ of straight pipe between bends.

- All fittings shall be of the same specifications as the pipe to which they are being connected. The manufacturer's installation specifications and recommendations shall be followed.

CONNECTING TO THE SIDE SEWER STUB

Refer to the attached Standard Plans

Prior to making connection to the side sewer stub, the installer shall:

- Confirm that connection will be made to the side sewer stub designated for the property. When multiple stubs are located in close proximity; the Installer shall coordinate with the City of Spokane Wastewater Department to ensure that the appropriate stub is used in the connection.
- Verify that the elevation of the stub is appropriate to provide gravity drainage from the building drain.
- Check that the stub has proper grade and that the piping is unobstructed and sound.

Pressure side sewer connection directly to a public main is NOT ALLOWED. Pressure side sewer connections to a gravity side sewer stub shall be made at the right-of-way/property line by a solvent weld adaptor with cleanout, dispersion box, or manhole. Clean-outs shall be of the same size as the downstream gravity pipe. A manhole may be preferred at this connection if appropriate as determined by Wastewater Department.

CONNECTING TO THE BUILDING DRAIN

The gravity side sewer shall only connect to Cast Iron, ABS or D3034 SDR 35 PVC building drains. If the building drain is by pressure, connection shall be made as required per building code and manufacturers recommendations.
CONNECTION TO ANY OTHER PIPE TYPE MATERIAL REQUIRES PRIOR APPROVAL FROM THE CITY OF SPOKANE WASTEWATER DEPARTMENT. It is the installer's responsibility to check that the building drain(s) piping is in good condition, has sufficient grade and that the piping is unobstructed. If the building drain(s) piping is defective and cannot be repaired or is made of unapproved pipe material, replacement with an approved pipe material is required prior to connecting to the side sewer.

Connection to existing gravity building drain(s) piping shall be made with a flexible clamp type coupling meeting ASTM C1173 and C564. Solvent weld adaptors for ABS to PVC pipe connections are acceptable, provided that the manufacturer's solvent cement and joint preparation specifications are followed. Adaptors which have gaskets designed for ABS to PVC pipe connections are acceptable. **PVC-to-PVC pipe connections must be made with PVC couplers or fittings with acceptable gaskets.**

If connecting to a dry side sewer, the installer shall check for allowable pipe material type, proper grade and that the dry side sewer is unobstructed and sound without cracks or missing pieces prior to making the building drain or sewer stub connection.

TRANSITION COUPLINGS & FITTINGS

All transition fittings, couplings and donuts must be factory manufactured and specifically designed for the specific situation. Such as “Strong Back” type with a stainless steel support ring

- Rubber fittings and donuts shall be Elastomeric type with series 300 stainless steel clamps install per the manufacturer’s specifications.
- For PVC-to-PVC connections, only PVC fittings and couplings are permitted. **No shielded rubber couplers are allowed.**
- For PVC to ABS connections, use PVC to ABS transition coupler with approved transition glue or a shielded rubber coupler. **Shielded rubber couplers are allowed ONLY at the building drain connection.**

BACKFILLING AND COMPACTING THE TRENCH

The trench shall not be backfilled until the pipe installation has passed inspection by the City of Spokane Wastewater Department. The installer shall take adequate precautions to protect the pipe from breakage or crushing from large rocks. If concrete or asphalt surfacing will be installed over the trench area, the backfill material must be placed in 6” thick lifts and each lift compacted with appropriate compacting equipment. The soil should be moist, not wet, to facilitate compaction. **Backfilling and compaction must be sufficient to prevent settling of the trench and or pipe from the approved grade.**

DRY SIDE SEWERS

Dry side sewers shall be installed under the same requirements as live gravity or pressure sewers.

The dry side sewer shall be installed to allow the future removal of existing wastewater pump(s) where possible. Dry side sewers terminating inside the structure may be installed into a pump chamber (basin).

When a dry side sewer is required by the City of Spokane Wastewater Department, it shall extend to the right-of-way. It may be necessary to install the sewer pipe beneath other utilities to meet this requirement. It is the responsibility of the installer to have the property line clearly identified. Dry side sewers with less than **six feet (6')** of cover installed in a utility easement shall include warning tape indicating buried sewer. The warning tape shall be placed **18" to 30"** above the dry side sewer pipe and extend from the end of the pipe to a point past the easement boundary. Dry side sewers shall also be installed with a 12 ga. insulated tracer wire affixed every 10’ along its full length and up the surface the building foundation and at cleanouts.

Both ends of the dry side sewer shall have approved removable caps or plugs installed. The downstream end of the dry side sewer shall be marked with a length of a treated two by four wood with galvanized wire or rebar attached to the top for locating. The two by four shall be set vertical at the end of the dry sewer with the top end terminating within **6” inches** of finished grade.

There shall be a minimum of three feet (3') horizontal separation between parallel building drain piping and the dry side sewer to allow for an approved future reversal type of connection. The dry side sewer must be installed at a depth that permits a minimum two percent (2%) slope from the building drain to the dry side sewer.

CLEANOUTS

Refer to attached Standard Plan Z-104a

REQUIRED LOCATIONS:

Cleanouts are required at the following locations along the pipeline:

- When there is a change in direction of ninety degrees (90°) or greater utilizing two or more fittings with less than 3 feet of connecting pipe between them.
- When the cumulative change in direction exceeding one hundred thirty-five degrees (135°) along any length of pipe without a cleanout. This includes vertical step downs and horizontal piping to the entry point of the side sewer stub into the sewer main.
- When a single 45 degree (45) is used
- At the building connection within three feet of the exterior face of the building foundation unless the required location would place the cleanout beneath a deck or patio, in which case the cleanout shall be installed within three (3') feet of the edge of the deck or patio.
- The distance between cleanouts in a straight run of pipe shall not exceed one hundred feet (100') including the height of the upstream cleanout riser.
    - If the overall distance is greater than 300', a standard CoS manhole is required.
- At the connection point of dissimilar pipe sizes and shall be of the larger pipe size.
- At the connection point of a pressure sewer into a gravity sewer. The cleanout access shall be the same size as the gravity sewer.
- Immediately downstream of an external backwater valve. An external backwater valve without the riser extension is acceptable as a limited range cleanout.
- At vertical drop type pipe connections

INSTALLATION REQUIREMENTS

- The connection of the cleanout riser to the building sewer shall be made with only wye or forty five degree (45°) or 22-1/2° fittings. Straight or sanitary tees are not allowed. Ninety degree (90°) elbows are not allowed.
- Reverse or Two-Way cleanouts may be required due to site constraints that prohibit standard cleanout placement.
- The top of the cleanout riser shall be within six inches (6") of the casting cover or ground surface.
- All cleanouts shall have approved removable caps or plugs manufactured specifically for connection to the approved pipe. Approved caps or plugs shall be easily removed and replaced inside the casting or cover.
- All cleanouts on commercial property are required to be surface accessible with approved castings or covers.
- All cleanouts located in driveways or other traveled areas (including but not limited to bare earth, gravel or paved) are required to be surface accessible within a traffic rated casting.
- Standard Plan Z-104 which has a standard manhole lid is appropriate for use in areas that have potential to have small lids (like Z-104a) get lost in tall grasses & weedy areas for easier locating.
- A monitoring port (double sweep tee, same size vertical pipe, and cleanout lid at the surface) may be required to be installed at property line in certain circumstances for visual inspection or monitoring of the side sewer flows as requested by Wastewater Management Department.

BACKWATER VALVES

When the flood-level rim of a fixture (see definitions) is below the rim elevation of the next upstream sewer manhole, the drainage pipe serving that fixture shall be protected from sewage backflow with an

approved type of backwater valve. Fixtures with rim elevations above this elevation shall not discharge through *this* backwater valve. If installation of the required backwater valve in such a manner is not practical, the backwater valve may be installed downstream of the confluence of the upper and lower level drainage piping *with the approval* of the Director. For duplexes and Multi-family buildings, separate backwater valves must be installed as described above for each dwelling unit connected to a jointly-used building drain to prevent sewage from one dwelling unit from backing up into a separate dwelling unit.

- Backwater valves are required for
    - parcels located within Areas of Drainage Concern (ref: Spokane Municipal Code and Comprehensive Plan) and
    - in Combined Sewer basins, and
    - for side sewers serving mobile homes or any house that does not have multiple roof vents. This will avoid impact plumbing fixtures from large air volumes during maintenance and jet rodding of sewer mains.

The backwater valve must be readily surface accessible for inspection, maintenance and repair. A watertight housing shall surround the backwater valve and have an adequately sized lid to provide access. The housing shall be supported by a concrete pad or blocks and installed in such a manner that it will not rest or settle on the sewer pipe. Installing the housing to one side of the backwater valve (offset) will facilitate better access. A traffic rated housing is required for installations in traveled areas.

A concrete block of adequate size shall be positioned under the backwater valve for support. Backwater valves shall have cast iron, plastic, or brass bodies, non-corrosive bearings, seats and self-aligning discs, that are serviceable from the access lid, and constructed to insure a positive mechanical seal which remains closed except when discharging wastewater.

INSTALLING SIDE SEWERS USING THE BORING METHOD

- Solvent weld pipe joints are allowed in the straight pipe run sections of the bored pipe.
- Bored pipe may be sleeved within Schedule 40 PVC casing pipe to reduce friction drag.
- Three feet (3') horizontal separation is required between the building drain and the bored portion of piping to allow for an acceptable smooth sweep connection.
- It is the responsibility of the installer to aim the boring tool at the sewer stub in such a fashion to allow connections as per these regulations to be made.
- The minimum grade allowed for bored side sewers is ¼ inch per foot or 2% grade. The installer will be required to excavate and relay to an acceptable slope any portion of bored sewer with insufficient grade. The relayed and connection points to buried sewer shall be left uncovered for inspection. If the connection point is within five-feet (5') of the structure the installer may be required to install an outside cleanout at this point.
- All bored side sewers shall be tested for acceptance. A Belly Agreement is required and must be signed by the property owner at the time of the inspection. Contractor must run water in the line and camera the line with the inspector present at the time of inspection. (See Testing Requirements and Procedure).

TESTING REQUIREMENTS AND PROCEDURE

Any segment of a side sewer installed by the boring method which has pipe joints within the bored portion is required to be tested. Multiple bored sections shall be tested independently.

Pressure sewer lines constructed with PVC pipe are required to be tested. Pressure sewer lines constructed with HDPE and have no pipe joints between the connection at the pump and the point of connection to the curb stop or gravity sewer stub are not required to be tested. Pressure pipes with fused butt joints must be tested.

The City of Spokane reserves the right to require sewer pipe testing for non-typical installations or in the opinion of the inspector it is warranted.

The Installer shall furnish all labor, materials, tools and equipment necessary to conduct the required test, clean the sewer lines and perform all incidental work. The installer is responsible for the repair of any damage which may be incurred from the testing process. All tests shall be made in the presence of the City of Spokane Wastewater inspector. The inspector may require the sewer to be tested after backfill.

EXFILTRATION METHOD FOR TESTING GRAVITY FLOW PIPE:

1. Sewers shall be cleaned prior to testing.
2. A riser pipe shall be installed six feet (6') above the crown at the upper end of the test section.
3. The length of sewer being tested shall be limited so that the pressure at the lower end of the test section does not exceed sixteen feet (16') of head above the invert at the lower end.
4. The lower end of the test section shall be plugged to withstand the test pressure and shall have a readily removable plug.
5. All wyes, tees, stubs and risers shall be plugged to withstand test pressure and shall have readily removable caps or plugs.
6. The test section shall be filled with clear water from the upper end only.
7. Test time is fifteen (15) minutes. NO LEAKAGE IS ALLOWED.
8. The inspector shall observe the release of the test water.
9. Test water shall drain quickly, completely and be free of any dirt or debris.

TESTING SEWERS INSTALLED BY THE BORING METHED

1. Bored sections of the sewer shall be tested using the exfiltration method described above.
2. The inspector shall observe the release of the test water.
3. Test water shall drain quickly, completely and be free of any dirt or debris.
4. The bored sewer line may be required to be visually inspected to verify accuracy of alignment, standing water/grade problem, debris or obstructions. The full diameter of the bored section shall be visible when viewed from the upper or lower ends using lights and mirrors (lamping). A video inspection at the expense of the installer may be required in cases where lamping cannot provide an acceptable visual inspection. If bellies or low spots in the opinion of the inspector are observed, that portion of the line shall be excavated and relayed to provide proper grade of the pipe as defined above.

LOW PRESSURE AIR TEST METHOD

The Director may approve a low-pressure air test in lieu of the exfiltration method for gravity and pressure pipe. The tested section shall hold 3.5 psi pressure (gauge) for two (2) minutes minimum with NO leakage loss. The inspector shall witness the filling and discharge of air into the pipe. In addition, an empty container with a minimum volume of one gallon shall be placed at the lower end of the bored pipe to collect any water leaking out of the pipe. One (1) gallon of water shall be poured into the upper end of the test section. The full amount of water poured in must discharge into the container. The inspector shall observe the release of the test water. The test water shall drain quickly, completely and be free of any dirt or debris.

BELLY AGREEMENT: Agreements for existing sewers installed by boring or Cured in Place Pipe (CIPP): Belly Agreement is required and must be signed by the property owner at the time of the inspection.

Contractor must run water in the line and camera the line with the inspector present at the time of inspection. Sample Belly Agreement format contained in Attachment A.

SEPTIC TANK/WASTE WATER RECEPTACLE ABANDONMENT

Septic tanks and other on-site wastewater receptacles removed from service as part of a connection to the City of Spokane sewer system are required to be abandoned in accordance with the regulations set by the Spokane Regional Health District per the following standards:

1. When the connection to public sewer is accomplished with only work inside the structure (interior dry sewer connection), septic tank abandonment shall be inspected by City of Spokane Wastewater Department.

   The City of Spokane Wastewater Department will perform septic tank/receptacle abandonment inspections if they are done at the same time as the sewer connection inspection. All other tank abandonment inspections shall be performed by the Spokane Regional Health District (SRHD). The Health Districts phone number is (509) 324-1560. The SRHD's permit and fees for septic tank / receptacle abandonment are in addition to the sewer connection permit fees charged by the City of Spokane Developer Services Department.

   The contents of the tank/receptacle (wastewater and solids) shall be completely removed and hauled offsite by a commercial pumper licensed by SRHD.

   - **IN NO CASE SHALL THE CONTENTS OF THE SEPTIC TANK BE DISCHARGED INTO THE CITY OF SPOKANE WASTEWATER SYSTEM.**

2. After removal of the contents, the septic tank(s)/receptacle(s) shall be abandoned under one (1) of the three (3) options below:
   1) Remove the tank(s)/receptacle(s) and transport it to an approved disposal site; or
   2) Thoroughly collapse/crush the tank(s)/receptacle(s) in place. The top and sides must be broken up into pieces, and the area shall be filled with compacted native soil or fill material; or
   3) Fill the chamber(s)/compartment(s) with pea gravel. All fill materials must be reasonably dry. Frozen material is not acceptable. Risers are to be removed prior to filling the tank(s)/receptacle(s). Holes must be placed in the bottom of the existing tank being abandoned to prevent water ponding.

3. The time limit to complete abandonment is seven (7) days after final connection to sewer and or in accordance with the Spokane County Department of Health. Improperly abandoned septic tank(s)/receptacle(s) are subject to a re-inspection fee. (SMC 08.02.037).
4. City of Spokane Wastewater Department has the right to defer the re-inspection to the SRHD, upon which applicable fees and permits required by the SRHD for re-inspection shall be due to the SRHD. If site conditions prevent proper septic tank/receptacle abandonment, the property owner may apply for a waiver from SRHD.

PRIVATE LOW PRESSURE PUMP SYSTEMS

THE FOLLOWING SPECIFICATIONS APPLY TO PRIVATELY-OWNED PUMP SYSTEMS INSTALLED OUTSIDE OF THE BUILDING(S) BEING SERVED. PUMP SYSTEMS INSTALLED

WITHIN THE BUILDING(S) SHALL MEET THE REQUIREMENTS OF THE BUILDING DEPARTMENT OF THE JURISDICTION HAVING AUTHORITY

Wherever practicable, plumbing fixtures shall be drained to the public sewer by gravity. If a building's upper-level floors can connect by gravity to the public sewer but lower levels cannot, wastewater from lower level fixtures shall be pumped and discharged into the upper level plumbing.

The Director shall make the final determination to allow the pump system. The installer and/or the pump supplier shall be responsible for the design and construction of the pump system. Requirements for various components of the pump system shall include the following:

1. SIZE AND TYPE OF PUMPS

For systems where sewage is being pumped from the building into a gravity side sewer, a sewage (ejector) pump may be used. The pump shall be capable of passing a one and one-half inch (1-1/2") diameter solid ball and the discharge piping of each pump shall have a backwater valve and gate valve and be not less than two inches (2") in diameter. If grinder style pumps used, minimum size is 1.25"

For systems where sewage is being pumped into a pressurized side sewer, a grinder pump shall be used. The discharge piping shall be sized in accordance with the manufacturer's instructions and shall not be less than one and one-fourth inches (1-1/4") in diameter. A check valve and full way-type shutoff valve shall be located within the discharge line.

All mechanical components of the pump(s) shall be rated for use with sewage. The inlet port of the pump(s) shall be at least two inches (2") above the bottom of the pump chamber (basin).

2. DUPLEX PUMP SYSTEMS – WHEN RECOMMENDED OR REQUIRED

For properties that will be pumping five hundred (500) gallons or more per day, the property owner should consider installing a duplex pump system for added reliability and protection. The pumps shall alternate with each pump cycle and in cases of high flow, both pumps can operate simultaneously. All duplex pump systems require an engineered design and stamped by a Professional Engineer Licensed in the State of Washington. In some cases, the Director can require that the pump system installed shall be a duplex system. These pumps must follow the City of Spokane Private pump station design standards, and the Department of Ecology State of Washington "Criteria for Sewage Works Design, (water Quality Program) "known as the "Orange Book."

3. PUMP CONTROLS and ALARMS

The automatic switching mechanisms shall be adjustable mercury-float type, mechanical type or ultrasonic-type. Control mechanisms and corresponding alarms shall include the following set points:

- "High Level" indicating a high liquid level in the pump chamber (basin). The high-level float switch shall be adjusted in the pump chamber (basin) such that it activates the alarm when the liquid level in the pump chamber (basin) is no less than one inch below the invert elevation of the inlet pipe.
- "Pump on" float switch shall be adjusted to activate the pump at a predetermined liquid level.
- "Pump Off" low-level float switch shall be adjusted to deactivate the pump at a predetermined liquid draw down level.
- "Redundant Pump Off' switch is a secondary pump off switch that should guarantee the pump is always submerged.
- Alarms must be on an electrical circuit separate from the pump power circuit.

4. PUMP CHAMBER

The pump chamber, or pump basin, is the vessel into which the sewage or ejector pump and various pipe and components are installed. Sewage from the buildings plumbing system is discharged into the pump chamber.

Pump chambers may be installed either inside or outside the building. Inside installations shall meet the requirements of the Building Department of the jurisdiction having authority. The City of Spokane Wastewater Department or the Engineering Field Office depending on size, shall inspect pump chambers and assemblies installed outside the structure. Pump assemblies and installations shall meet or exceed the requirements listed in this handbook.

The pump chamber, including its access cover or lid, shall be watertight construction of fiberglass, noncorrosive metals, reinforced concrete or other approved material. The access cover or lid shall be at least three inches (3") above the surrounding ground surface and secured in a manner to prevent unauthorized access. The cover or lid shall have a neoprene type seal or other approved material to prevent the infiltration of water into the chamber.

The pump chamber must be properly sized to ensure the pump does not short cycle and cause premature pump failure. The chamber must be vented to atmosphere with a minimum two-inch (2") diameter vent.

5. UTILIZING THE EXISTING SEPTIC TANK TO HOUSE THE PUMP

Under special circumstances *and with approval of the Director*, one chamber of the emptied and cleaned septic tank MAY be utilized to house the sewage pump assembly. However, in addition to other requirements of this section, the following modifications must be done to the septic tank:

- The pump must be installed within a watertight sump separate from the septic tank. The septic tank chamber shall not be used as the pump basin unless the Director determines that the anticipated sewage flow is large enough to require the larger volume of the septic tank chamber.
- The annular space around the pump chamber to the septic tank walls must be filled with concrete at least 10" deep to prevent movement of the pump.
- The septic tank chamber containing the pump must be sealed off from the other chambers of the septic tank with concrete or non-shrink grout.
- The tank must be accessible from the ground surface without digging.
- Holes must be drilled through the existing septic tank in unused portion of tank in areas where surface or groundwater could collect such that the intrusion water does not pool.

Consideration should be given to the cost of modifying the existing tank versus installation of a new pump structure.

6. PIPING and CONNECTIONS INSIDE THE PUMP CHAMBER

The pump shall be installed to allow for easy removal for repairs. An accessible gate valve or ball valve and quick disconnects for both electrical and discharge piping shall be provided to facilitate removal of the pump from the pump chamber. The valve or its control, shall be located above the high liquid level depth, or located outside the chamber in a secured valve box with above ground accessibility. The pump(s) may be tethered using a minimum quarter-inch (1/4") poly type rope (or an equivalent as approved by the Director) doubled and secured to the pump(s) and to a point above the high liquid level in the pump chamber (basin). The pump(s) shall be provided with an accessible check valve located above the "pump on" liquid level and shall be the type approved for the application and rated to withstand expected backpressure. All exposed fasteners shall be Series 300 stainless steel. Pump chamber piping shall be minimum schedule 40 PVC with a minimum pressure rating of one hundred fifty pounds per square inch (150 psi). All fittings shall be minimum schedule 40 PVC with the exception of the quick disconnect coupler (union) which shall be schedule 80. All pipe and fitting joining shall be in strict accordance with the manufacturer's specifications and recommendations.

The pipe from the building drain to the pump chamber shall be gasketed PVC meeting ASTM 3034 SDR 35 and a minimum diameter of four inch (4"). The pump chamber (basin) inlet pipe opening shall be sealed or gasketed. Mortar or concrete seals applied to PVC pipe to bond the inlet pipe to concrete pump chambers are **NOT** allowed; concrete pump chambers shall have cast in place gaskets or seals. All cleanout specifications shall apply.

Check valves shall be cast iron or brass body type. PVC ball check valves **NOT** allowed.

7. PRESSURE PIPE

This is the pipe operating under pressure extending from the pump to the sewer stub. The pipe shall be sized to pump between two and one-half feet per second (2.5 fps) and five feet per second (5 fps), but in no case be less than 1 ¼ inch inside diameter. A minimum of three feet (3') of cover is required over the top of force mains.

Force mains exceeding two hundred (200') feet in length shall require a flushing connection every one hundred (100') feet (See Flushing Connection Specifications). The Director may require an engineered design be submitted.

8. ELECTRICAL CONNECTIONS

The Washington State Department of Labor and Industries Electrical Division shall inspect all electrical components and wiring. Proof of the electrical installation approval must be submitted to the Director.

9. PUMP TESTS

A pump cycle test is required for commercial and residential installations. The following operational aspects of the pump shall be tested:

- The pump turns on when liquid meets the high set point.
- The pump turns off when liquid meets the low set point.
- The alarm is activated when the liquid exceeds the high set point and the pump does not turn on. The pump test shall be performed with clean water, not sewage.

GREASE INTERCEPTORS

TYPES OF Fats oils and Grease (F.O.G.)

- **Polar F.O.G.** comes from vegetables or animals**.** Polar FOG can be found in kitchen sink wash water from a food service business (FSB) that discharges to the sanitary sewer**.**
- **Non-polar F.O.G.** comes from petroleum or is of mineral origin**.** An example of non-polar FOG is vehicle oil mixed with wash water from an automated car wash that discharges to the sanitary sewer**.**

THE FOLLOWING REGULATIONS PERTAIN TO THE INSTALLATION REQUIREMENTS OF GREASE INTERCEPTORS INSTALLED ON THE EXTERIOR OF THE BUILDING OR WITHIN PARKING LEVELS FOR COMMERCIAL APPLICATIONS. GREASE TRAPS INSTALLED WITHIN THE BUILDING(S) SHALL MEET THE REQUIREMENTS OF THE BUILDING DEPARTMENT OF THE JURISDICTION HAVING AUTHORITY. *REFER TO BUILDING CODE FOR INTERIOR GREASE TRAP REQUIREMENTS.*

GREASE INTERCEPTORS SHALL BE INSTALLED AND OPERATED IN ACCORDANCE WITH SECTION 13.03 OF THE CITY OF SPOKANE MUNICIPAL CODE. GREASE INTERCEPTORS SHALL COMPLY WITH THE FOLLOWING DESIGN AND CONSTRUCTION SPECIFICATIONS.

GRAVITY GREASE INTERCEPTORS: Any commercial food facility which generates grease (e.g. (polar F.O.G. or brown grease) waste shall include a grease interceptor as part of their sewer. An approved type grease interceptor complying with the provisions of these regulations shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment in any business or where grease is introduced into the drainage or sewer pipes in quantities sufficient to create blockage in said pipes. A grease interceptor is not required for individual dwelling units or private living quarters.

In addition to other design requirements, grease interceptors shall comply with the following:

a. Shall be installed outside the structure, easily accessible in all weathers for inspection, cleaning, maintenance and repair of the interceptor.
b. Only waste discharge from the kitchen and cleanup area shall drain into the grease trap. Toilets, urinals, and other similar fixtures shall not drain through the grease trap.
c. Waste shall enter the interceptor only through the inlet pipe.
d. Vents shall be Schedule 40 PVC (not ABS) outside the building.
e. The grease interceptor shall be designed, constructed, and sized in accordance with the current edition of the Uniform Plumbing Code. Refer to: City of Spokane Grease Control Sizing and Installation Policy: *Grease Control Device (GCD) Sizing and Installation Policy (spokanecity.org) (https://static.spokanecity.org/documents/publicworks/wastewater/business/fats-oils-and-grease/grease-control-device-sizing-and-installation-policy.pdf)*
f. Grease interceptor shall be maintained in operating condition by periodic removal of the accumulated grease and latent materials, in accordance with SMC 13.03.0508. Should the City of Spokane determine that a grease interceptor is not being properly maintained or if required by the Pretreatment program, a maintenance program shall be initiated.
g. Access covers, lids and traffic rated interceptors shall conform to the requirements contained in these regulations.

EXISTING GREASE INTERCEPTORS: Existing grease interceptors shall be thoroughly pumped out and cleaned by a licensed septic tank pumper and inspected by City staff prior to the building's connection to the public sewer. A grease interceptor which does not meet City standards must be repaired or replaced prior to the building's connection to the public sewer.

INDUSTRIAL INTERCEPTORS (CLARIFIERS) AND SEPARATORS:

Interceptors (clarifiers) (Including non-polar grease, oil, and sand interceptors (clarifiers), etc.) shall be provided when, in the judgment of the Director or as required by SMC title 13.03 or the Uniform Building code as adopted at the time of construction, when determined necessary, for the proper handling of liquid wastes containing grease, flammable wastes, sand, solids, acid or alkaline substances, or other ingredients harmful to the building drainage system or the public or private sewer system. In addition to other requirements, industrial interceptors and clarifiers shall meet the following standards:

a. The size, type, and location of each interceptor (clarifier) or separator shall be approved by the Wastewater Director in accordance with the City of Spokane Municipal Code. Except where otherwise specifically permitted, no wastes other than those requiring treatment or separation shall be discharged into any interceptor (clarifier).
b. Interceptors (clarifiers) for sand and similar heavy solids shall be so designed and located as to be readily accessible for cleaning and shall have a water seal of not less than six-inches (6").
c. Interceptors (clarifiers) shall be so designed that they will not become air bound if closed covers are used. Each interceptor (clarifier) shall be properly vented.
d. Each interceptor (clarifier) cover shall be readily accessible for servicing and maintaining the interceptor (clarifier) in working and operating condition. The use of ladders or the removal of bulky equipment in order to service interceptors (clarifiers) shall constitute a violation of accessibility. Location of all interceptors (clarifiers) shall be shown on the approved building and sewer plans and the record drawings.

e. Every private or public wash rack and/or floor or slab used for cleaning machinery, vehicles or machine parts shall be adequately protected against storm or surface water and shall drain or discharge into a interceptor (clarifier) of an approved design for this use.
f. Access covers, lids and traffic rated interceptors (clarifiers) and separators shall conform to the requirements contained in these regulations.

OIL / WATER SEPARATORS

Petroleum based (non-polar) oils and grease that can get carried into drainage systems by stormwater runoff (or eventually ends up in a business's wastewater discharge to sewer through a special authorization) need to be routed into an Oil / Water Separator prior to discharge and shall conform to the requirements in SMC 13.03.0508 and BMPs listed in the Pretreatment Program's City of Spokane Pretreatment website under "Documents for Businesses" > "Best Management Practices" > "Fats, Oils and Grease".

a. Oil-Water Fact Sheet for basic Do's and Don'ts: https://static.spokanecity.org/documents/publicworks/wastewater/business/fats-oils-and-grease/oil-water-separator-fact-sheet.pdf

b. Design Sizing, American Petroleum Institute (API): https://static.spokanecity.org/documents/publicworks/wastewater/business/fats-oils-and-grease/oil-water-separator-sizing-reference.pdf

Best Management Practices (BMPs) are described for baffle-type and coalescing-plate-type (CP-type) separators to manage these water insoluble hydrocarbons and settleable solids.

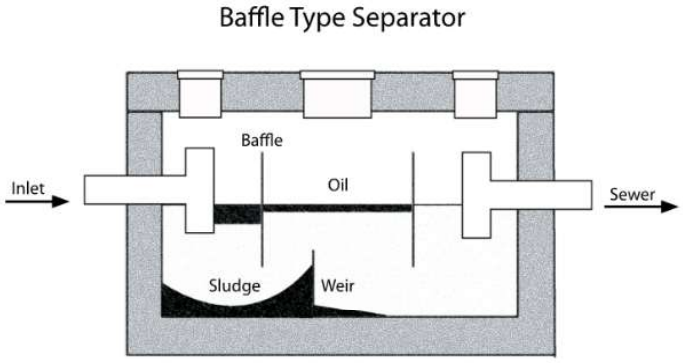
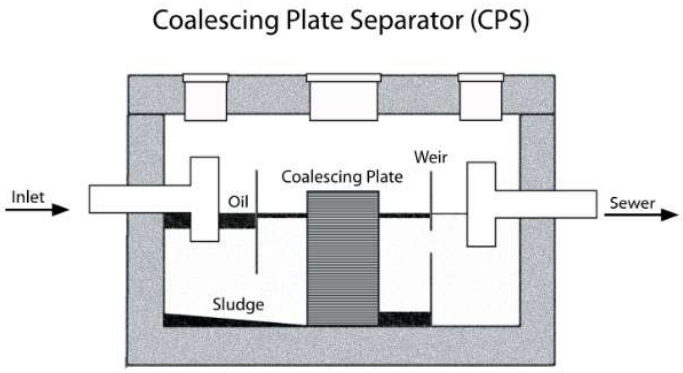


Figure 1



REUSING EXISTING SIDE SEWER SERVICES

Reuse of <u>existing inactive side sewer</u> services must be proven viable and approved by Wastewater Department and will require a Sewer Relay/Repair Permit in addition to the Building Permit:

- Reuse of "Orangeburg "or bituminous fiber pipe is not allowed, and the service must be replaced or lined if good condition and doesn't have bellies in slope.
- Vitrified clay and concrete service pipes can be reused if viable and meet clearances in the building structure section below. Viable is meant to be not damaged or doesn't contain bellies in slope.
  - Cracked but straight pipes (no bellies) can be trenchless replaced, or lined.
  - Otherwise must be replaced open-cut or other standard methods to achieve a sewer service meeting standards.
- Evidence that the existing side sewer has been CCTV inspected for viability and evaluated for condition by licensed contractor or plumber (e.g. copy of CCTV inspection report and recording) must be provided to the City prior to issuance of improvement plans acceptance. The City will not CCTV video the pipe for condition.

BUILDING STRUCTURE CONFLICTS WITH EXISTING SIDE SEWERS

Living units shall not be built over side sewers. Constructing a non-occupied buildings (e.g. car canopy, greenhouse or shed) footing or foundation over an existing sewer service is not recommended and strongly discouraged, and is at the owner's risk. Existing side sewers must be re-routed around permanent occupiable structures (such as houses, auxiliary dwelling unit (ADU), or buildings such as garages that could be converted to living spaces), unless otherwise coordinated with Wastewater Department.

- If existing service is concrete or vitrified clay, the service may not be built over in its current condition. The sewer service shall be lined (e.g. cure-in-place pipe), slip lined, pipe bursting trenchless replacement, or replaced with an acceptable material via open cut excavation prior to footing/foundation construction if it has the required clearance. A sewer specialist (licensed plumbing company or sewer contractor, etc.) should CCTV the interior of service pipe to evaluate the line and provide a recommendation to the owner for lining/bursting, if viable.
- If existing service is cast iron or PVC but more than 15 years old, the service should be CCTV inspected by a sewer specialist (licensed plumbing company or sewer contractor, etc.) to evaluate the line and provide a recommendation to the owner for reuse if viable. Replacement or lining of the sewer service is required if the side sewer is not viable or if the service will not have the required clearance (see section below).
- Relocation of the sewer service may be an option if separation distances can be met (see below). A relocation plan would need to be submitted for review to verify if this option is acceptable.

The following will <u>not</u> require a sewer relay/repair permit and may be viable for reuse or as replacement options for the conditions listed above.

Foundation clearances:

- PVC sewer services in good condition (meeting side sewer installation guidelines) with at least 2 feet of clearance below the footing of the proposed structure may be reused.
- Ductile iron sewer service in good condition with at least 0.5 foot of clearance below the footing of the proposed structure meeting side sewer installation guidelines.

All other scenarios will be looked at on a case-by-case basis.

Separation distances for relocating sewer services and other items to consider:

- For spread/square/column footings, parallel sewer services shall be at least a horizontal distance equal to the *depth* of the service below the base of the footing or 5 feet from footing / outer foundation wall, whichever is greater.
- Water to sewer services clearance separation shall follow City Standard Plan A-Series.
- Sleeving with oversized pipe (similar to Std. Plan A-4) may be an option prior to the construction of the structure where separation distances cannot be achieved.

ABANDONMENT OF SEWER SERVICE

Abandonment of the sewer service requires a permit and inspection by the City of Spokane Wastewater Department. The Department will not discontinue billing of the monthly sewer service fee until the abandonment has been accomplished to the satisfaction of this Department as follows:

1. When a mobile or manufactured home is removed from the site for the purpose of replacement of a newer mobile or manufactured home, the sewer drain pipe within the footprint of the home shall be capped with a glue-on cap manufactured for this specific use.
2. For all other situations, the building sewer shall be cut at a point no more than fifteen feet from the property line where the sewer service line enters the property. The open end of the sewer pipe leading to the public sewer must be plugged or capped immediately with fittings manufactured for this specific purpose.
    a. An End Pipe Marker per spec 7-18.3(5) (or sewer cleanout Std. Plan Z-114a) shall be installed at the property line above the side sewer line for location reference.
    b. End Pipe Marker will consist of a 2 x 4 wooden stake buried in the ground from pipe invert to the ground surface elevation. The top of the 2 x 4 shall be covered in green weatherproof paint and the depth to the side sewer or tee to the tenths of a foot be indicated in black paint. A 1-foot section of #4 rebar shall be attached to the 2 x 4 with galvanized nails (top of the rebar shall be at ground elevation). In addition, a length of 12 gage galvanized wire shall be provided to extend from the plugged end of the side sewer or tee. The upper end shall emerge at the stake.

ADMINISTRATIVE

AUTHORITY: Pursuant to the authority of City of Spokane Municipal Code Ordinance ORD C34122 Section 13.01.0302 effective date of Nov 12th 2007, the Director of the City of Spokane Wastewater Management Department and or the City of Spokane Engineer is authorized to prepare, revise and administer standards, as established by resolution by the City Council. The standards shall be printed in manual form as a "separate" section of the design standards and shall be referred to as the "Side Sewer Installation Handbook". This handbook contains excerpts from the Public Utilities and Services of the Municipal Code (referred to as "SMC" in these regulations) and these excerpts may be enhanced to provide comprehensive standards. [Cross References: SMC chapters 13.03)

ENFORCEMENT: The City of Spokane Wastewater Director shall enforce these regulations and may refer violation cases to the City of Spokane Prosecutor's Office which may initiate enforcement or disciplinary actions or any other legal proceeding authorized by law, including but not limited to any one or a combination of the following:

- Informal administrative conferences, convened at the request of the Director, installer or property owner, to explore facts and resolve problems.
- Formal Administration Hearings, convened at the request of the Director to determine the facts for possible issuance of a Conditional Probationary Order and/or a Cease and Desist Order and its duration. Denial, suspension, modification or revocation of permits, approvals or acceptance.
- Civil or criminal action.

Orders authorized under this section include the following:

- Orders requiring corrective measures necessary to effect compliance with these regulations which may include a compliance schedule.
- Orders to stop work and/or refrain from using any sewer or portion of the sewer or improvements to the sewer.

Enforcement orders issued under this section shall be in writing and shall specify:

- The name of the person(s) to whom the order is directed;
- A description of each action or inaction constituting the violation;
- The required corrective action, if applicable;
- The effective date of the order, with time(s) of compliance;
- The consequences of failure to comply with said corrective action or repeated violations.
    - Such notices may include a statement that continued or repeated violation may result in:
        - Denial, suspension, or revocation of sewer connection permits.
        - Referral to the office of the County Prosecutor or Attorney General.
        - Other appropriate remedies.

Enforcement orders shall be personally served in the manner of service of a summons in a civil action or in a manner showing proof of receipt.

APPEAL PROCEDURE: The Director shall make available an administrative appeals process to consider procedural and technical conflicts arising from the administration of the regulations and establish rules for conducting hearings requested to contest the Director's actions. The Director shall provide notice of a denial, suspension, modification or revocation of a sewer connection permit. A person contesting the Director's

decision regarding a sewer permit, approval, acceptance or applied penalties may file a written request for an adjudicative proceeding consistence with the regulations and the ordinance.

DEVIATION OF REGULATIONS WAIVER: Whenever a strict interpretation of these regulations would result in extreme hardship or there are other unusual factors to be considered; as determined by the Director, the Director may waive such regulation or portion thereof, provided that the waiver is consistent with the intent of these regulations and that no public health hazard will result. The Director may require a written waiver request be submitted with all the reasons for granting the waiver stated. Any waiver requests granted must be in writing with all the reasons for granting the waiver stated and shall be attached to the sewer connection report or the appropriate file.

LIABILITY OF THE CITY OF SPOKANE OR ITS EMPLOYEES: This regulation shall not be construed as imposing upon the City of Spokane any liability or responsibility resulting from any defective portion of the side sewer or the installation thereof; nor shall the City of Spokane or its employees be held as assuming any liability or responsibility by reason of the authorized inspection(s).

CONFLICTS: In any case where a provision of these regulations is in conflict with the provisions of any zoning, building, fire, safety, shoreline management or health regulations, law, or City of Spokane ordinance, the provision which established a higher standard or specification or which is more stringent in its requirements shall control.

SEVERABILITY: If any section, subsection, subdivision, sentence, clause or phrase of these regulations is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect the validity of the remaining portions hereof. Further, if it is determined that some or all of these regulations cannot be enforced as to a particular set of circumstances or as to a particular person, the application of the provision to other persons or circumstances shall not be affected.

PUBLIC EMPLOYEES: Obstructing a public servant is a misdemeanor Title 9a.76.180 RCW: Washington Criminal Code. Intimidating a public servant is a Class B felony, Title 9a.76.180 RCW: Washington Criminal Code.

AUTHORIZED INSTALLERS: Construction of sewers shall only be performed by State of Washington licensed and bonded contractors. In the case of private sewers, sewers may also be constructed by the owner of the property to be served by the sewer. Owner installations are subject to the Director's approval. The installer shall be responsible for compliance with the City of Spokane Standards SMC 13.03.0622

APPENDIX A - STANDARD PLANS

Attached Standard Plans are for reference only; please verify that these are the most up to date prior to using them at the Website:

Standard Plans - City of Spokane, Washington (spokanecity.org)

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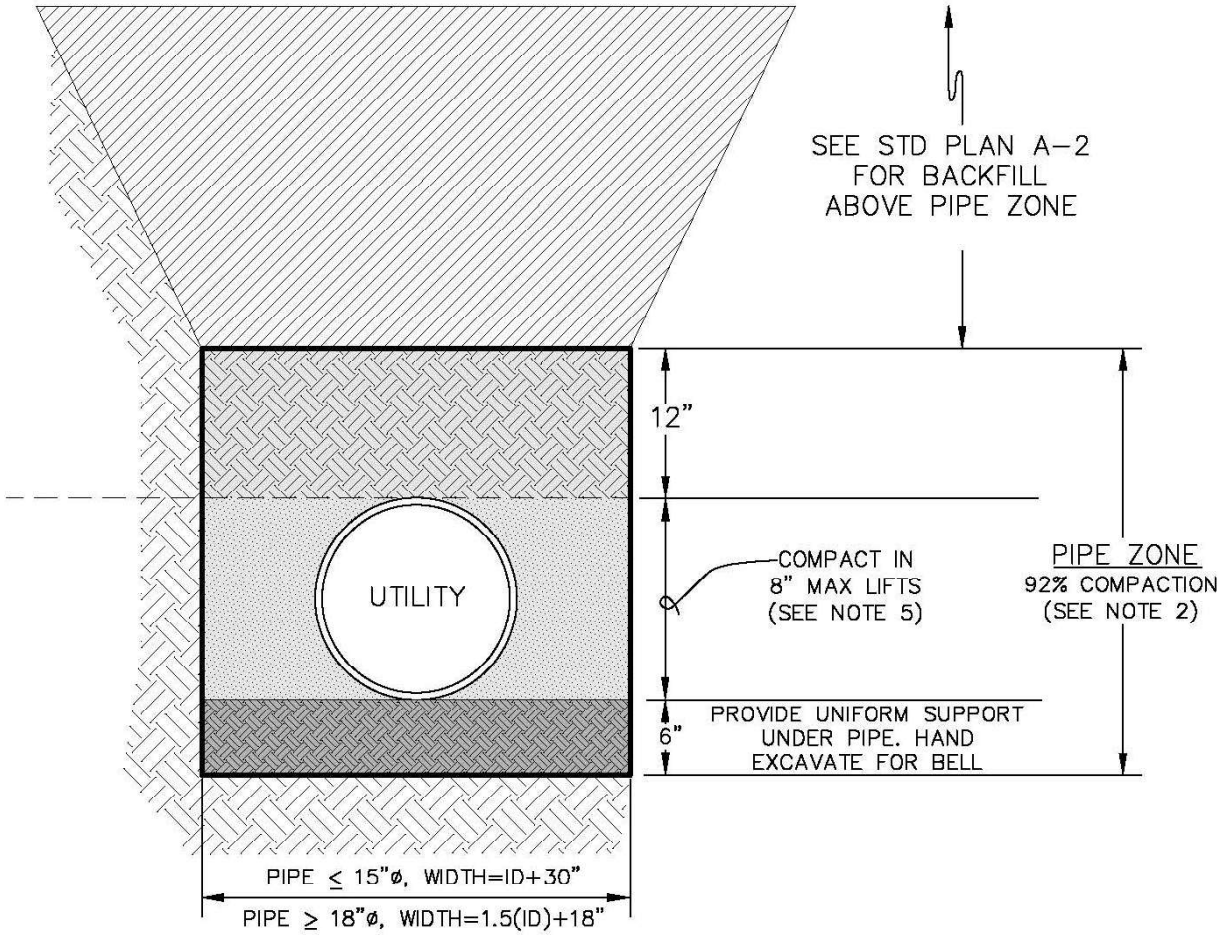


NOTES:

1. ALL MATERIAL IN PIPE ZONE INCLUDING 6" BENEATH THE PIPE SHALL CONFORM TO SEC 9-03.12(3) FOR SAND OR NATIVE MATERIAL EXCEPT AS FOLLOWS:

   a) IF ROCK OR GROUND WATER IS PRESENT, PIPE ZONE MATERIAL SHALL BE CSTC PER SEC 9-03.9(3).

   b) FOR RIGID SEWERS, PIPE ZONE MATERIAL ABOVE THE SPRING LINE MAY EITHER BE PER SEC 9-03.12(3), SAND OR NATIVE, OR 9-03.14(1), GRAVEL BORROW, EXCEPT THAT MAX MATERIAL SIZE SHALL BE 1-IN PER 1-FT OF PIPE DIAMETER UP TO A 2" MAX.

2. COMPACTION METHODS IN PIPE ZONE SHALL BE PER SECTION 7-09.3(9).

3. REFER TO 7-08.3(1)C FOR ADDITIONAL REQUIREMENTS.

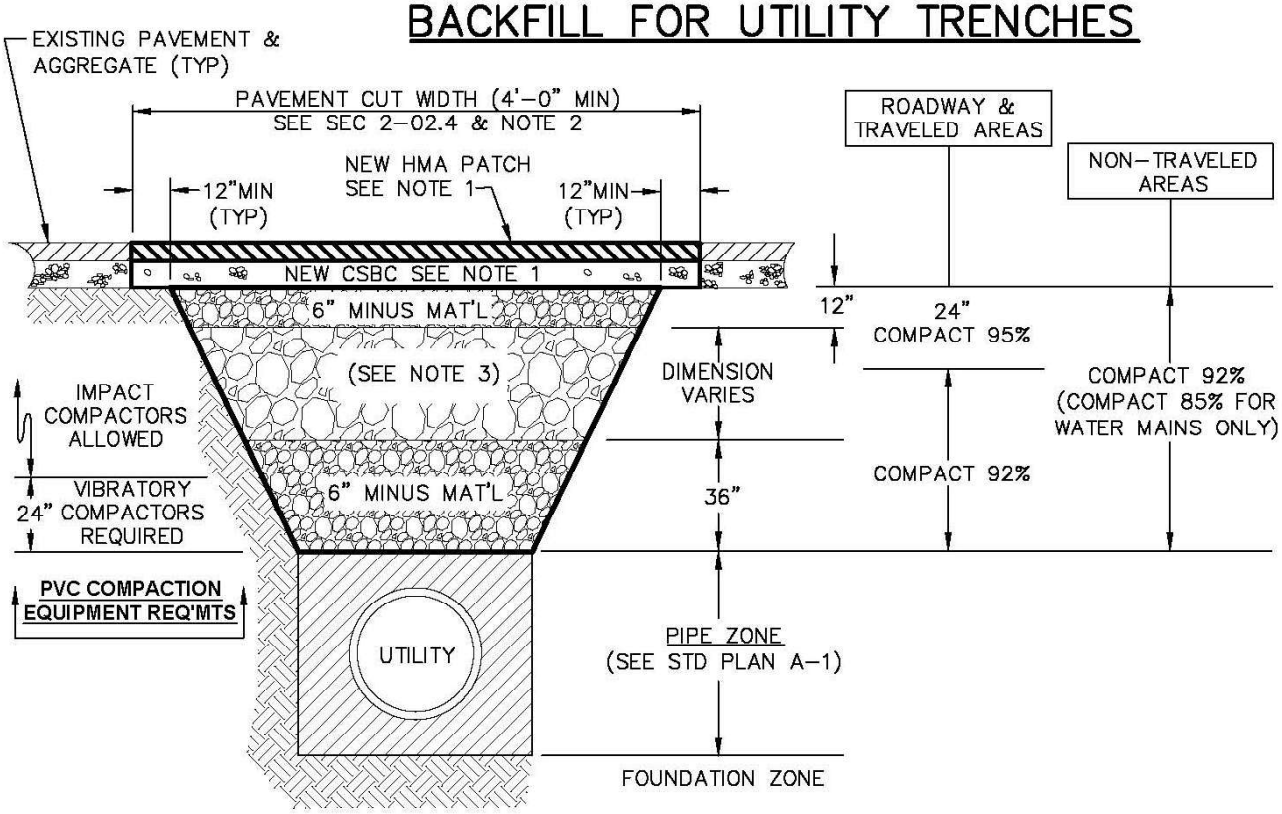
4. WHERE TRENCH EXCAVATION IS PAID SEPARATELY, PAYMENT LIMITS SHALL BE PER SEC 2-09.4.

5. BEDDING TO BE INSTALLED PER SECTION 7-09.3(9). A LIFT LAYER UP TO A MAXIMUM OF 18 INCHES MAY BE APPROVED BY THE ENGINEER.

APPROVED BY			
ENGINEERING OPERATIONS MANAGER KYLE TWOHIG CITY ENGINEER DANIEL ALBERT BULLER, P.E.	ADOPTED: 02/1986 REVISED: 02/2017 SUPERSEDES: 09/2010 CHECKED BY: JAG SCALE: NTS DWG/REV. BY: SRM/MLD	**UTILITY TRENCH BACKFILL** **PIPE ZONE**	STANDARD PLAN No. **A-1**
		SPOKANE ENGINEERING SERVICES CITY OF SPOKANE, WASHINGTON	

Back to Section A - TOC

BACKFILL FOR UTILITY TRENCHES



NOTES:

1. REPLACE HOT MIX ASPHALT (HMA) PAVEMENT & CRUSHED BASE PER STD PLANS W-108 & W-109.
2. SEE CITY OF SPOKANE (COS) PAVEMENT CUT POLICY IN THE COS DESIGN STDS, APPENDIX 'F' FOR ADD'NL REQ'MTS.
3. WATER LINES REQUIRE 6" MINUS MAT'L FOR THE ENTIRE BACKFILL. 12" MINUS MAT'L MAY BE USED FOR OTHER UTILITIES.
4. COMPACTION ABOVE THE PIPE ZONE SHALL BE MEASURED PER SEC 2-03.3(14)D. FOR ROADWAY & TRAVELED AREAS COMPACT TOP 2-FT IN 4" MAX LIFTS. COMPACT BELOW TOP 2-FT TO TOP OF PIPE ZONE IN 8" MAX LIFTS. FOR NON-TRAVELED AREAS COMPACT IN 8" MAX. LIFTS. ENGINEER MAY WAIVER THE 92% COMPACTION TO A LESSER VALUE FOR GRASS SWALES OR OTHER PLANTING AREAS.
5. FOR DEVIATION FROM LIFT THICKNESS, SEE SEC 7-08.3(3) FOR SEWER/STORM & SEC 7-09.3(11) FOR WATER UTILITIES.
6. TRENCH EXCAVATION MATERIALS SHALL BE USED FOR BACKFILL IF MATERIALS MEET GRADUATION REQ'MTS ABOVE. IMPORTED BACKFILL SHALL MEET THE REQ'MTS OF SEC 9-03.14(1), GRAVEL BORROW.
7. CONTROLLED DENSITY FILL (CDF) PER SEC 2-09.3(1)E, MAY BE USED IN LIEU OF NATIVE BACKFILL WHERE IT IS NOT PRACTICAL TO COMPACT BACKFILL TO THE REQ'D DENSITY. SUCH USE SHALL BE PRE-APPROVED BY THE ENGINEER. SEE STD PLAN A-3 FOR CDF BACKFILL REQ'MTS.

APPROVED BY

DIRECTOR, ENGINEERING SERVICES — P. MIKE TAYLOR, P.E.

PRINCIPAL ENGINEER, DESIGN — GARY S. NELSON, P.E.

ADOPTED: 2/1990
REVISED: 09/2010
SUPERSEDES: 01/2008
CHECKED BY: JAG
SCALE: NTS
DWG/REV. BY: SRM/MBM

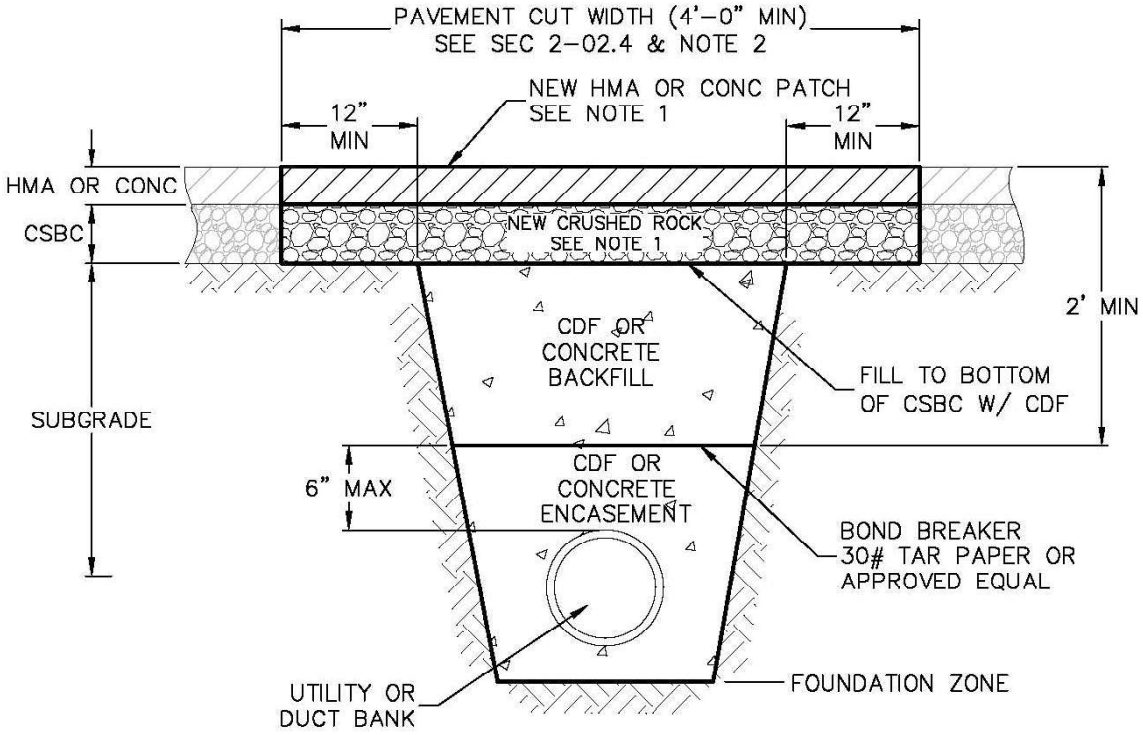
UTILITY TRENCH BACKFILL
ABOVE PIPE ZONE

SPOKANE
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-2**

Back to Section A - TOC

CDF BACKFILL FOR UTILITY TRENCHES

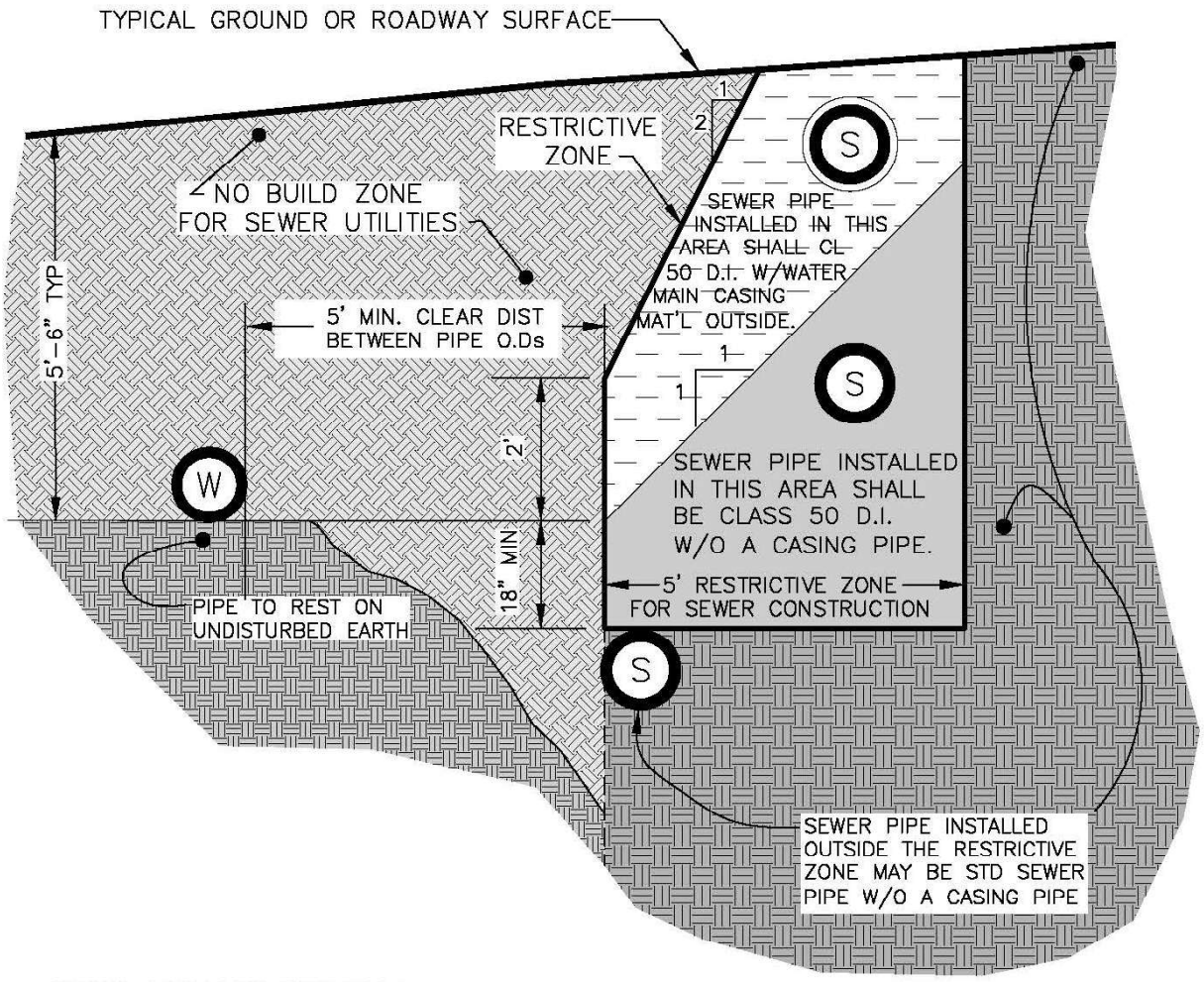


NOTES:

1. REPLACE HOT MIX ASPHALT (HMA) OR CONCRETE PAVEMENT PER CITY STANDARD PLANS W-102, W-108, & W-109.
2. SEE CITY OF SPOKANE (COS) PAVEMENT CUT POLICY IN THE COS DESIGN STANDARDS, APPENDIX 'F' FOR ADDITIONAL REQUIREMENTS.
3. BEDDING MATERIAL PER SEC 7-08.3(1)C MAY BE USED AS AN ALTERNATIVE TO CDF & CAPPED W/ CDF TO SERVE AS A LOCATION MARKER FOR THE UTILITY.
4. 30# TAR PAPER SHALL BE PLACED THE FULL LENGTH AND WIDTH OF A UTILITY TRENCH WHEN THE UTILITY IS ENCASED IN CDF OR CONCRETE AND THE REMAINDER OF THE TRENCH IS BACKFILLED WITH CDF OR CONCRETE.

APPROVED BY			
ENGINEERING OPERATIONS MANAGER — KYLE TWOHIG	ADOPTED: 04/2004	**UTILITY TRENCH BACKFILL**	
CITY ENGINEER — DANIEL ALBERT BULLER, P.E.	REVISED: 01/2017	**REQUIREMENTS USING CDF OR CONCRETE**	
	SUPERSEDES: 04/2012		
	CHECKED BY: JAG	ENGINEERING SERVICES	STANDARD PLAN No.
	SCALE: NTS	CITY OF SPOKANE, WASHINGTON	**A-3**
	DWG/REV. BY: TSS/MLD		

Back to Section A - TOC



NOTES APPLY TO GRAVITY & PRESSURE SEWER MAINS INSTALLED W/IN THE RESTRICTIVE ZONE

1. SEWER MAINS 24" DIA & LARGER MAY REQUIRE MORE STRINGENT CONSTRUCTION STANDARDS.
2. SEWER MATERIALS & JOINTS SHALL MEET WATER MAIN STANDARDS.
3. SEWER MAINS SHALL BE INSTALLED & TESTED IN ACCORDANCE W/ SEC. 7-17.
4. THE RESTRICTIVE ZONE IS SYMMETRICAL ABOUT THE WATER LINE.

APPROVED BY

DIRECTOR, ENGINEERING SERVICES — TOM L. ARNOLD, P.E.

PRINCIPAL ENGINEER, DESIGN — GARY S. NELSON, P.E.

ADOPTED:	3/1992
REVISED:	05/2007
SUPERSEDES:	12/1998
CHECKED BY:	JAG
SCALE:	NTS
DWG/REV. BY:	REP/RLB

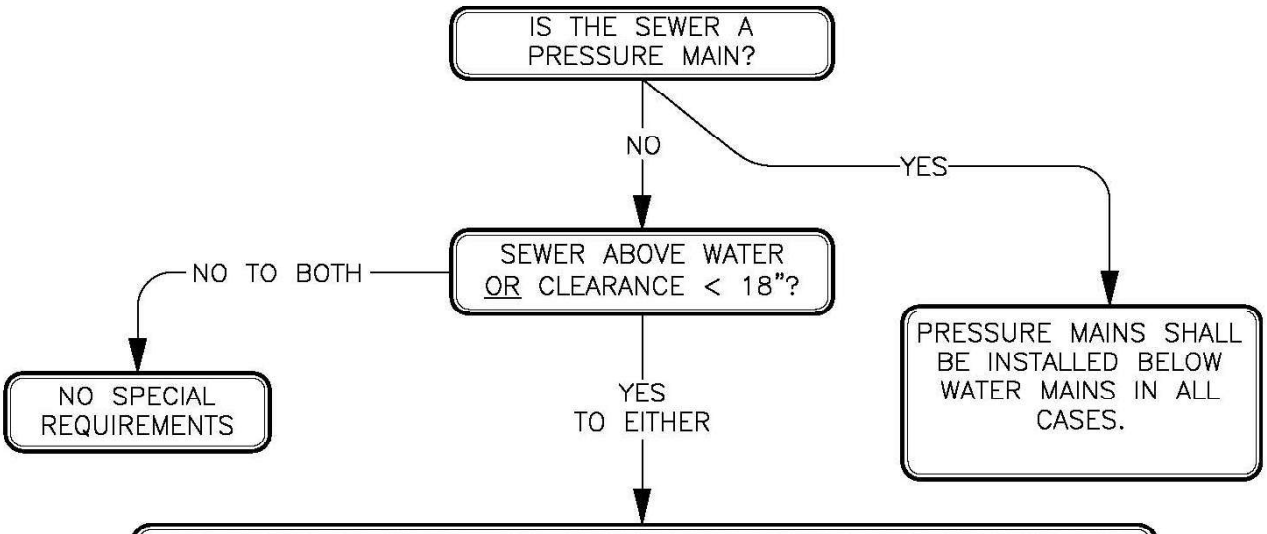
SEWER UTILITY
LOCATION & CONSTRUCTION REQUIREMENTS

SPOKANE
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-4**

Back to Section A - TOC

WATER/SEWER CROSSINGS



CASE WATER OR WASTEWATER PIPE W/PIPE MEETING THE REQUIREMENTS FOR SANITARY SEWERS FOR A MIN. 10' MEASURED PERPENDICULAR ON EITHER SIDE OF CROSSING.

EXCEPTIONS:
WHEN INSTALLING A WATER MAIN:

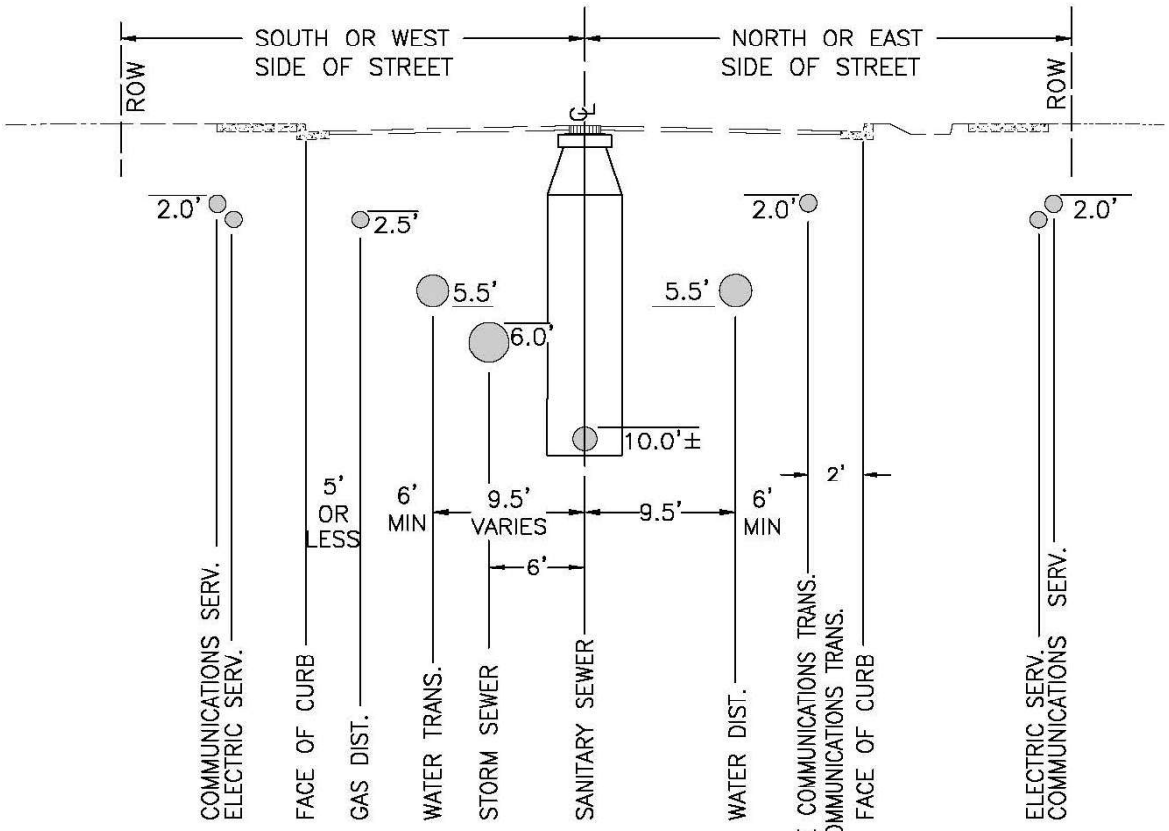
- THE CASING LENGTH FOR CROSSING SIDE SEWERS MAY BE REDUCED TO A MIN. 5' MEASURED PERPENDICULAR ON EITHER SIDE OF CROSSING PROVIDED THAT THE CASING IS PLUGGED AT BOTH ENDS WITH AN 18" LENGTH OF NON-SHRINK GROUT;
- STORM SEWER PIPE TO/FROM CATCH BASINS/INLETS NEED NOT BE CASED IF THE EXISTING PIPE IS DI FOR ENTIRE LENGTH OR, IF THE EXISTING STORM SEWER PIPE IS NOT DI, THEN AN 18' SEGMENT OF THE EXISTING STORM SEWER PIPE IS REPLACED WITH A SINGLE PIECE OF DI PIPE, CENTERED ON THE WATER MAIN.

NOTES:

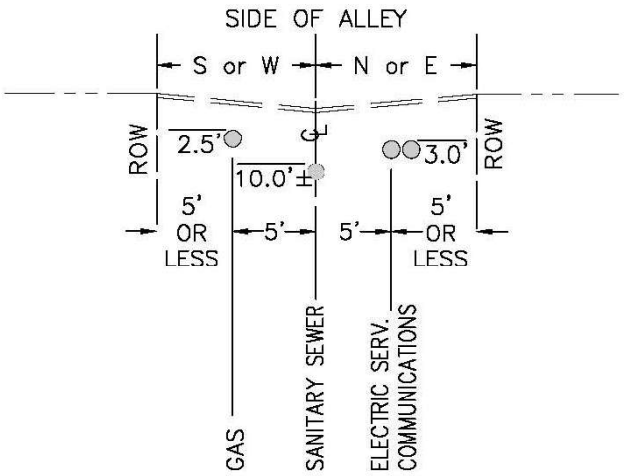
1. CROSSING WATER/SEWER LINES OR THEIR CASINGS SHALL HAVE A 6" MIN VERTICAL SEPARATION.
2. FLOW CHART APPLIES TO BOTH EXISTING & NEW SERVICES & MAINS.
3. DISTANCES GIVEN ABOVE ARE MEASURED FROM OUTSIDE OF PIPES OR OTHER CASINGS.
4. DESIGNER/INSTALLER SHALL MAKE ALL REASONABLE ATTEMPTS TO MEET THE FOLLOWING:
   - SEWER BENEATH WATER BY AT LEAST 18"
   - CROSSINGS AS CLOSE TO 90° AS POSSIBLE

APPROVED BY DIRECTOR, ENGINEERING SERVICES P. MIKE TAYLOR, P.E. PRINCIPAL ENGINEER, DESIGN GARY S. NELSON, P.E.	ADOPTED: 3/92 REVISED: 01/2009 SUPERSEDES: 01/2008 CHECKED BY: JAG SCALE: NTS DWG/REV. BY: MDH/TSS	**WATER AND SEWER CROSSINGS** SPOKANE ENGINEERING SERVICES CITY OF SPOKANE, WASHINGTON	STANDARD PLAN No. **A-5**

Back to Section A - TOC



TYPICAL STREET



TYPICAL ALLEY

NOTES:

1. LOCATIONS ARE STANDARD FOR UNDERGROUND INSTALLATIONS & VARIATION SHALL REQUIRE PRE-APPROVAL BY THE CITY ENGINEER.

2. ALL LOCATIONS & DEPTHS OF EXISTING UTILITIES SHALL BE VERIFIED BY RESPECTIVE OWNERS PRIOR TO NEW INSTALLATIONS.

CALL BEFORE YOU DIG 456-8000

APPROVED BY

ENGINEERING OPERATIONS MANAGER KYLE TWOHIG

CITY ENGINEER DANIEL ALBERT BULLER, P.E.

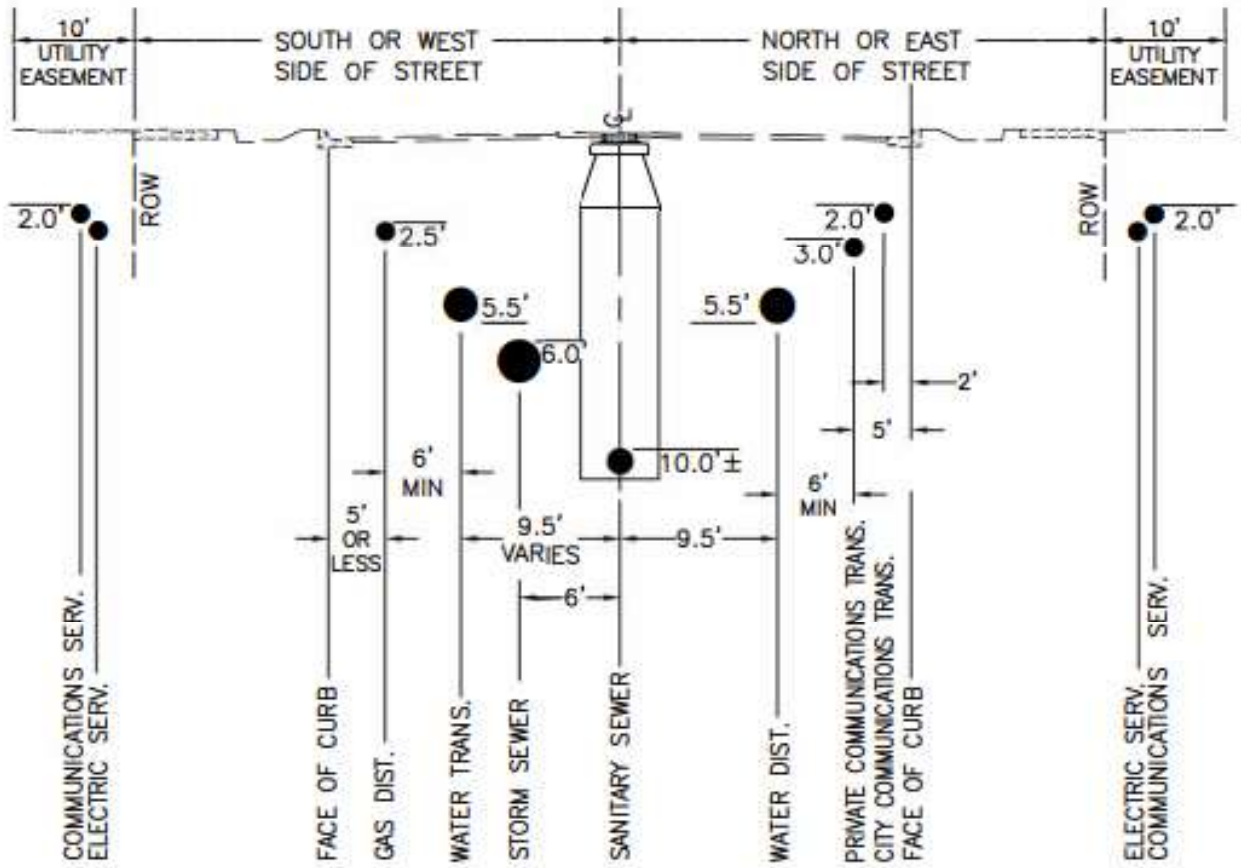
ADOPTED: 02/1986
REVISED: 11/2018
SUPERSEDES: W-109A,12/98
CHECKED BY: JAG
NTS
DWG/REV. BY: JHM

UNDERGROUND UTILITY LOCATION FOR EXISTING STREETS

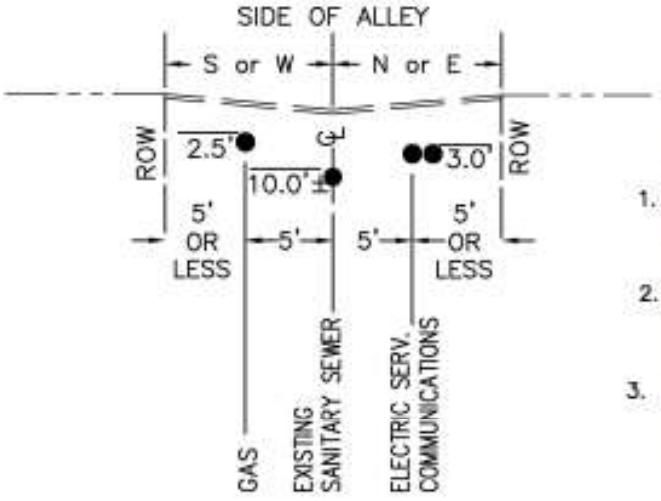
SPOKANE

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-6**



TYPICAL STREET



TYPICAL ALLEY

NOTES:

1. LOCATIONS ARE STANDARD FOR UNDERGROUND INSTALLATIONS & VARIATION SHALL REQUIRE PRE-APPROVAL BY THE CITY ENGINEER.
2. ALL LOCATIONS & DEPTHS OF EXISTING UTILITIES SHALL BE VERIFIED BY RESPECTIVE OWNERS PRIOR TO NEW INSTALLATIONS.
3. PUBLIC SEWERS IN ALLEYS ARE GENERALLY NOT ALLOWED, AND PROHIBITED IN RIGHT-OF-WAY WIDTHS OR EASEMENTS THAT ARE LESS THAN TWO TIMES THE SEWER INVERT BURIAL DEPTH.

CALL BEFORE YOU DIG 456-8000

APPROVED BY

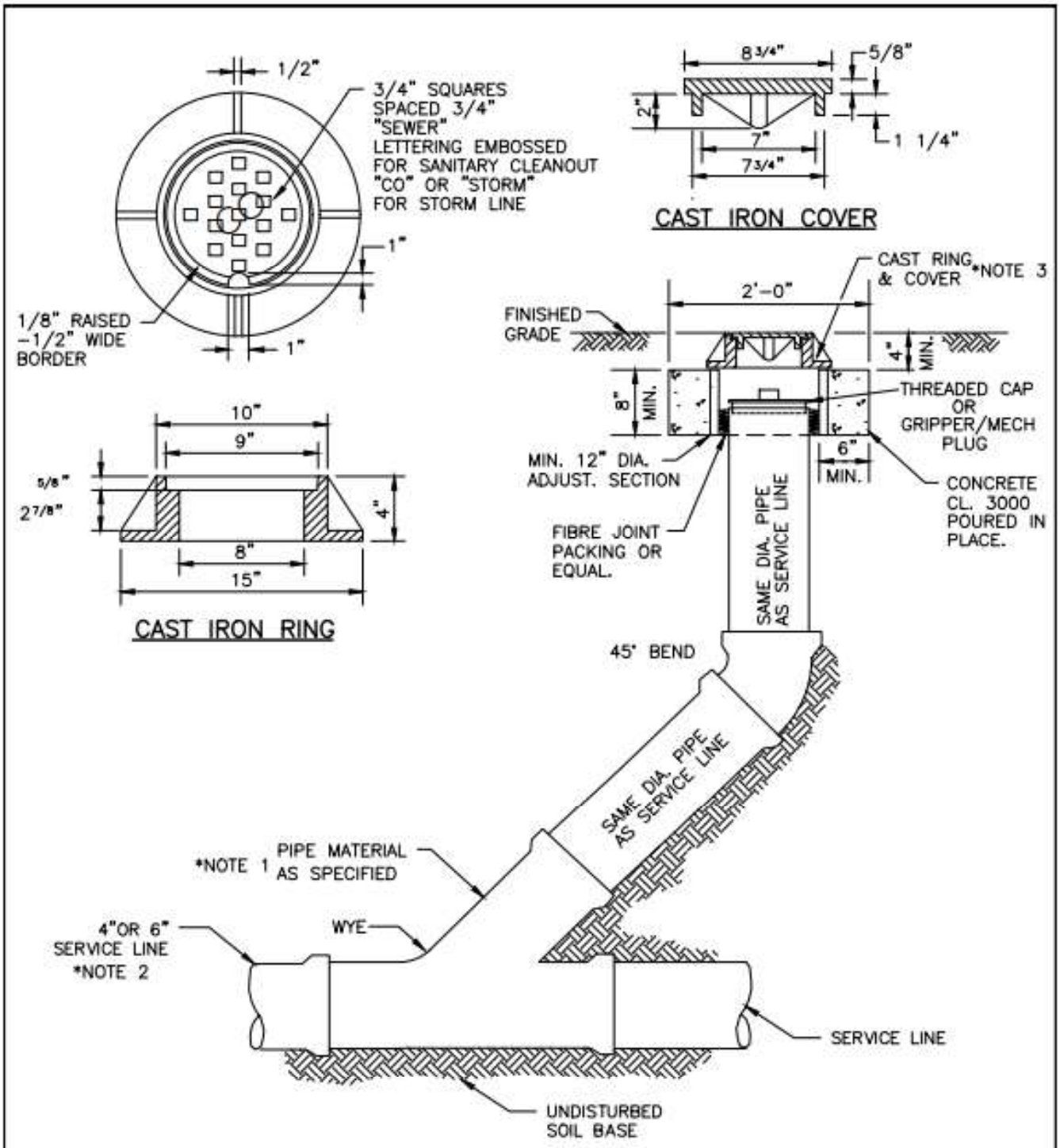
DIRECTOR OF ENGINEERING SERVICES — DAN BULLER, P.E.

ADOPTED: _____
REVISED: 04/2024
SUPERSEDES: 11/2018
CHECKED BY: JAG
SCALE: NTS
DWG/REV. BY: MLD

UNDERGROUND UTILITY LOCATION FOR NEW DEVELOPMENTS

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. A-7



SEWER CLEAN-OUT

NOTES:

1. FOR SERVICE AND CLEANOUT CONSTRUCTION REQUIREMENTS, REFER TO THE CITY OF SPOKANE SIDE SEWER INSTALLATION HANDBOOK.
2. 8" OR LARGER SERVICE LINES/LATERALS REQUIRE A MANHOLE.
3. CLEANOUT TO BE INSTALLED OUTSIDE OF BUILDING FOOTPRINT. HDPE RING AND COVER WITH "SEWER" ALLOWED IN NON-TRAFFIC AREAS.

APPROVED BY

DIRECTOR OF ENGINEERING SERVICES — DAN BULLER, P.E.

ADOPTED: 04/2023
REVISED:
SUPERSEDES:
CHECKED BY: DCS
SCALE: NTS
DWG/REV. BY: /EWS

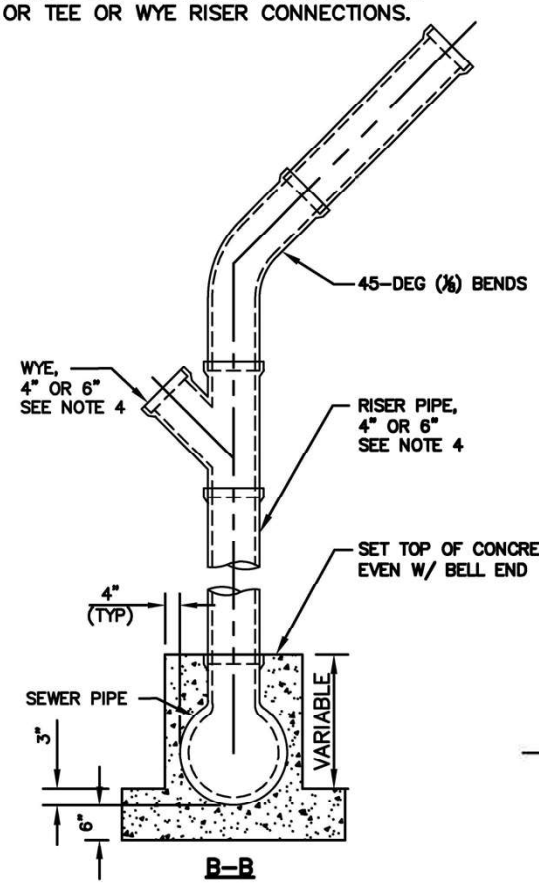
SIDE SEWER CLEAN-OUT

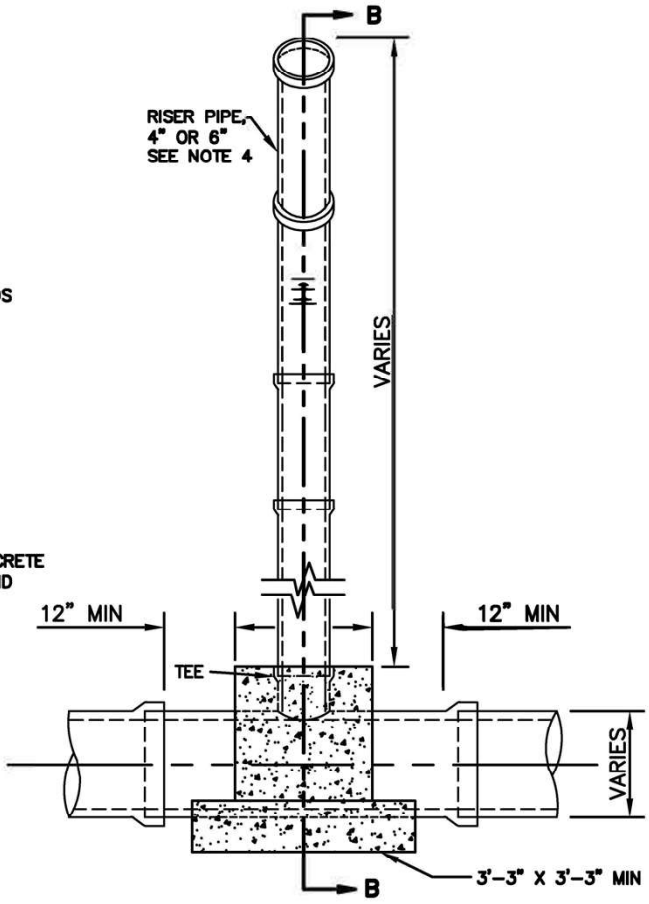
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. Z-114A

Back to Section Z - TOC

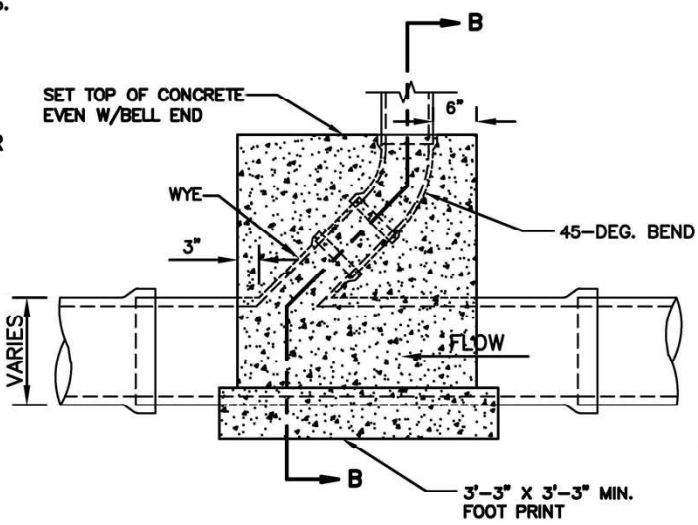
SEE STANDARD PLAN Z-116 FOR REQUIREMENTS FOR USE OR TEE OR WYE RISER CONNECTIONS.





NOTES:

1. SEE SEC 7-17 FOR SANITARY SEWER PIPE.
2. SEE DESIGN STANDARD 4.3 FOR SIDE-SEWERS.
3. CONCRETE SHALL BE CLASS 3000 PER SEC 6-02.
4. A MAX OF (2) SIDE-SEWER BRANCHES ARE ALLOWED OFF A VERTICAL RISER. SIDE-SEWER BRANCHES SHALL BE NO LARGER THAN THE SIZE OF THE VERTICAL RISER. VERTICAL RISER SHALL BE MAX 6" DIAMETER PIPE.
5. USE OF THIS RISER CONNECTION IS FOR SPECIAL CONDITIONS ONLY AND REQUIRES PRIOR APPROVAL OF THE CITY ENGINEER.



APPROVED BY

ENGINEERING OPERATIONS MANAGER KYLE TWOHIG

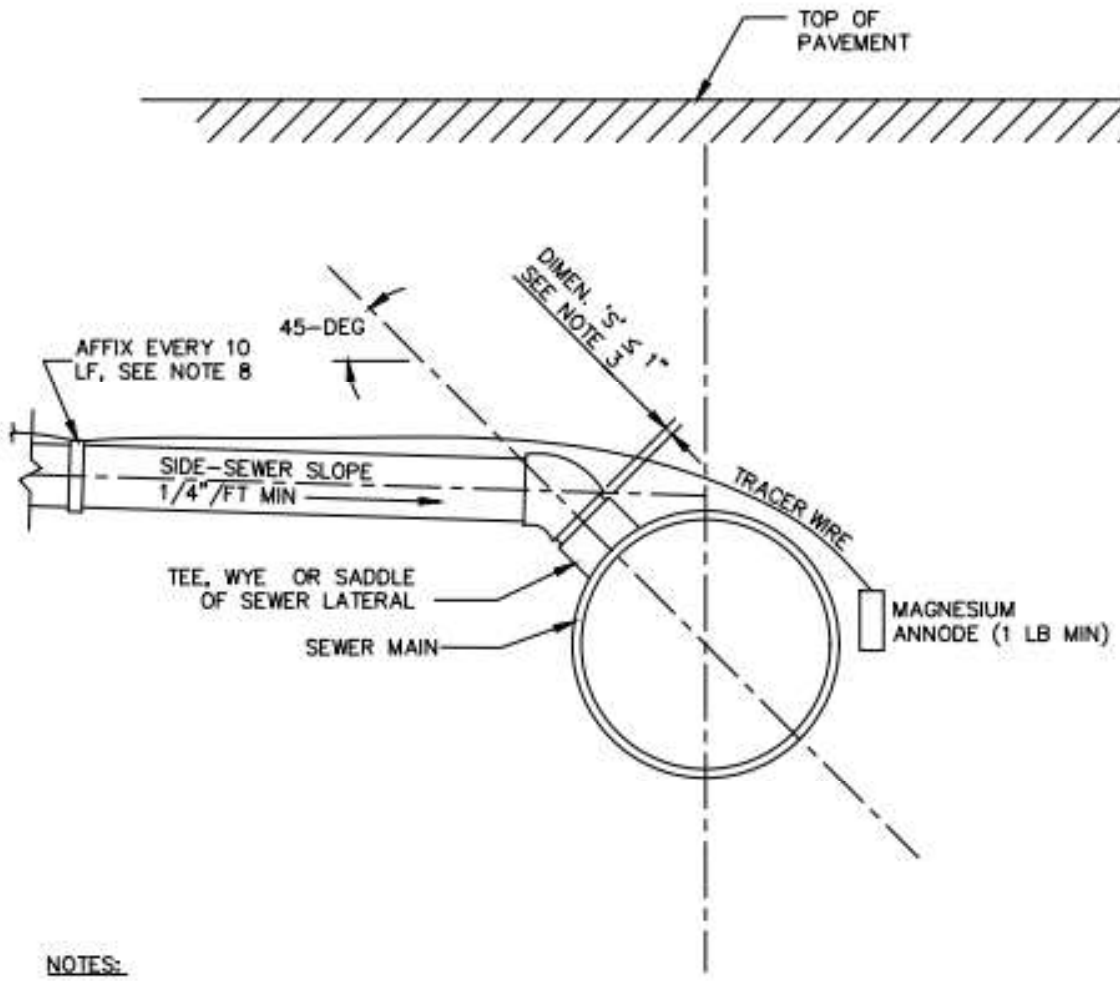
CITY ENGINEER DANIEL ALBERT BULLER, P.E.

ADOPTED:	4/2004
REVISED:	02/2018
SUPERSEDES:	04/2013
SCALE:	NTS
REVISED BY:	MDH/MLD

SIDE-SEWER RISER CONNECTION

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. Z-115

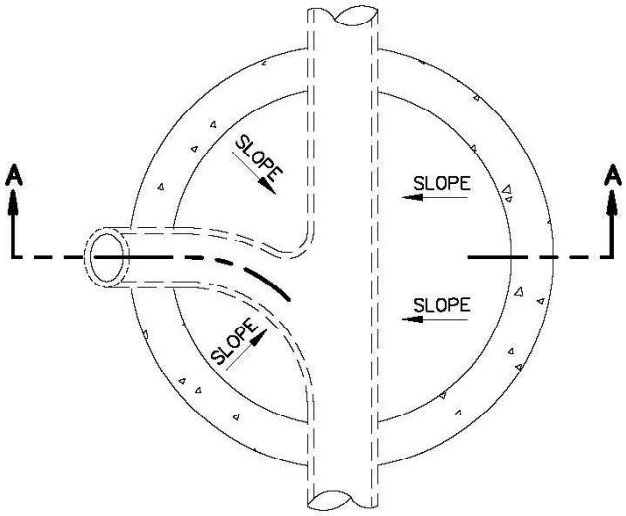


NOTES:

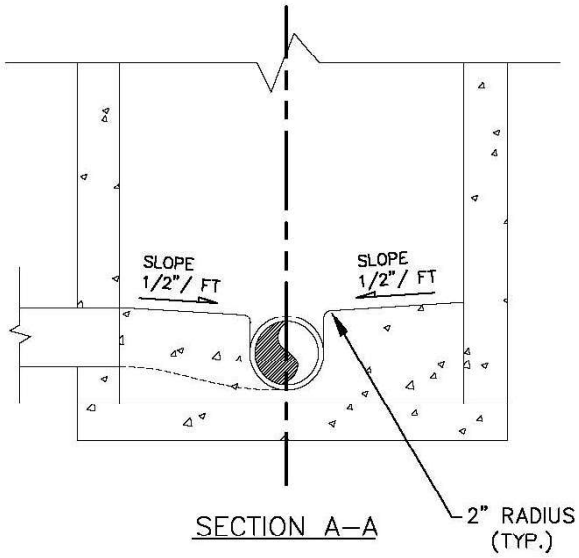
1. SEE DESIGN STANDARD 4.3 FOR SIDE-SEWERS.
2. RESIDENTIAL AREAS REQUIRE A 4" MIN SIDE-SEWER STUB. COMMERCIAL AREAS REQUIRE A 6" MIN SIDE-SEWER STUB.
3. DIMENSION 'S' MAY BE INCREASED TO PROVIDE A DESIRED SIDE-SEWER DEPTH @ PROPERTY LINE, IF APPROVED BY THE CITY ENGINEER.
4. THE FIRST SIDE SEWER CONNECTION OF ANY SIZE (4" OR 6") DOWNSTREAM OF AN END OF RUN MANHOLE SHALL BE A WYE CONNECTION.
5. FOR OTHER 4" SIDE SEWER CONNECTIONS, TEES OR WYES MAY BE USED TO CONSTRUCT SIDE SEWER CONNECTIONS.
6. ONLY WYE CONNECTIONS SHALL BE USED FOR 6" SIDE SEWERS CONNECTING TO SEWER MAINS UP TO AND INCLUDING 21" DIAMETER.
7. TEES OR WYES ARE ALLOWED FOR 6" SIDE SEWER CONNECTIONS TO SEWER MAINS LARGER THAN 21" DIAMETER.
8. ON NON-METALLIC PIPE, SIDE SEWERS SHALL HAVE A 12 GA. COPPER WIRE AFFIXED EVERY 10' ALONG ITS FULL LENGTH AND TERMINATE AT THE SURFACE WITH WEATHER PROOF EXTERIOR TAPE TO EACH CLEANOUT OUTSIDE THE BUILDING.

APPROVED BY DIRECTOR OF ENGINEERING SERVICES — DAN BULLER, P.E.	ADOPTED: _____ REVISED: 04/2025 SUPERSEDES: 01/2017 SCALE: NTS DWG/REV. BY: PCF/MLD	SIDE-SEWER TYPICAL CONNECTION	STANDARD PLAN No. Z-116
		ENGINEERING SERVICES CITY OF SPOKANE, WASHINGTON	

Back to Section Z - TOC



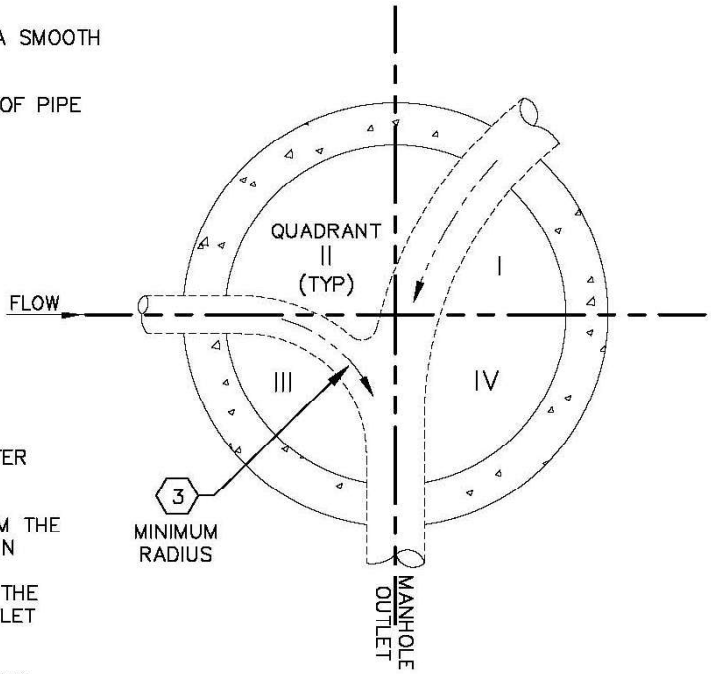
PLAN



SECTION A–A

GENERAL NOTES:

1. THE SHELF AND CHANNEL SHALL HAVE A SMOOTH FINISH
2. CONSTRUCT SHELF TO THE CROWN LINE OF PIPE
3. SLOPE BENCHES 1:24



QUADRANT PLAN VIEW

QUADRANT NOTES:

(1) NO SEWER PIPE (CENTERLINE) SHALL ENTER MANHOLE IN QUADRANT III & IV

(2) EXCEPT FOR A MANHOLE INLET 180° FROM THE CENTERLINE OF ANY CHANNEL ENTERING IN QUADRANT I OR II SHALL BE A SMOOTH, CONTINOUS ARC THAT IS A TANGENT TO THE CENTERLINE OF THE OUTLET PIPE AT OUTLET MANHOLE WALL

(3) MINIMUM RADIUS OF ANY MANHOLE CHANNEL CENTERLINE SHALL BE EQUAL TO THE MANHOLE INSIDE DIAMETER

APPROVED BY

ENGINEERING SERVICES DIRECTOR — KYLE TWOHIG

CITY ENGINEER — DAN BULLER, P.E.

ADOPTED:	02/2019
REVISED:	
SUPERSEDES:	
CHECKED BY:	WRP
SCALE:	NTS
REVISED BY:	CDJ

MANHOLE CHANNEL DETAIL – TYPICAL

SPOKANE

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **Z–117**

ATTACHMENT A: BELLY AGREEMENT

Attached Belly Agreement, on the following page, should be signed by the property owner by the time of inspection. See the Testing Requirements and Procedure Section under Belly Agreement.

Permit Number:	Company:
_____	_____
Property Address:	Spokane County Parcel Number:
_____	_____
_____	

Sewer pipe bellies are sags or low spots in sewer pipes where the pipe has settled. A belly in a sewer line is an area where liquids can pool, solids can settle and can cause blockage or back up of the sewer line.

Lining a sewer pipe fixes problems such as root intrusion but may not fix bellies. That is, the liner or burst pipe follows the path of the existing pipe, which means it will not correct or remove existing bellies in the pipe. For pipe bursting, it is also possible for gravel or debris to cause the burst pipe to go off grade which can result in a belly in the line. There is no guarantee that the line will not back up if a belly is severe. In accordance with the Spokane Municipal Code Chapter 13.03, it is the property owner's responsibility to maintain side sewer pipes and proper connection to the public sewer system.

The only way to fully repair a belly is to excavate. Excavation to repair a belly may be expensive and challenging. While repair is recommended, it may not be required so long as the property owner/homeowner agrees and assumes to take full responsibility for the bellies and any consequences.

By signing this document, I, the undersigned property owner, agree and acknowledge that the City of Spokane is not responsible for any and all bellies located within my side sewer line.

I further agree and acknowledge that any and all responsibility for any costs and/or damages as a result of any and all consequences from bellies that remain or are created in the line after pipe bursting or relining of the side sewer up to the City sewer main remain the responsibility of me as the property owner and/or my successors in interest.

I further acknowledge that I understand that lining/pipe bursting does not repair bellies and that approval of the work by the City of Spokane inspector is not to be understood that bellies have been repaired.

Property Owner – Print Name: _____

Property Owner – Signature: _____

Date _____

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	RES 2025-0079		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ABIGAIL 625-6426	**Requisition #**	
Contact E-Mail	AMMARTIN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION APPROVING USE OF TBD FUNDS FOR 2026 PROJECTS		

Agenda Wording

A Resolution adopting the revised allocations and project prioritization for the 2026 Residential Street Maintenance program utilizing Transportation Benefit District funding.

Summary (Background)

Transportation Commission reviewed options for residential street repair as part of the Transportation Benefit District's 2026 program. Commissioners divided up staff's initial list and came up with their top priorities with a vision of equitable funding across districts, about $900,000 per district, with a total not to exceed $3.2 million. The project types will include chip/seal and grind and overlay.

What impacts would the proposal have on historically excluded communities?

Transportation Commission reviewed the proposed project list and funds available and worked to consider equity and safety amongst the three districts.

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 local access streets are reviewed by the Street Department and Transportation Commission. Conditions and future construction are taken into consideration so that priority is afforded to ensuring safety for all communities.

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

Discussion and some movement of projects has been done so that the City can be assured the best use of funds and right-fit the solutions proposed. For example, if conditions have worsened so that a chip/seal is no longer the ideal solution and the project need grind and overlay, projects get moved around to accommodate funds available.

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

This proposal in line with the functions of Transportation Commission and the City's Street maintenance, and benefits neighborhood safety.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,200,000
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 3,200,000

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-0079

A Resolution adopting the revised allocations and project prioritization for the 2026 Residential Street Maintenance program utilizing Transportation Benefit District funding.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, the city of Spokane enacted Ordinance No. C34648 establishing the City of Spokane Transportation Benefit District ("District") and codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, the District was authorized to impose a $20 per vehicle fee on passenger vehicles licensed within the City of Spokane; and

WHEREAS, consistent with state law, SMC 8.16.060 established that the revenues generated by the Transportation Benefit District may be used for any purpose allowed by law, including operation of the District and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, to administer the funds generated by the District, the City established the Citizens Transportation Advisory Board (CTAB), which made recommendations for use of such funds and codified the CTAB responsibilities in Chapter 04.37 of the Spokane Municipal Code; and

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the CTAB and assigned citizen oversight of TBD funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided up its potential project responsibilities across the three City Council districts and conducted on-site reviews of each proposed street project as listed in the attached Exhibit A, then discussed priorities based on budget; and

WHEREAS, the Transportation Commission recommendations for funding and project allocation of TBD funds are attached as "Exhibit B" to this resolution; and

WHEREAS, the City Council finds the Transportation Commission's recommendations for use of TBD funds to be consistent with the City's transportation plans, including the Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, the Bicycle Master Plan, and the Pedestrian Master Plan; and further finds it makes a proper allocation of a minimum of ten percent of revenue to implement the pedestrian program of the City's six-year comprehensive street program; and

WHEREAS, the City Council, as the governing board for the Transportation Benefit District, and consistent with the enabling provisions of state law and the Spokane Municipal Code, finds it to be in the best interest of the District to adopt budget allocations and project prioritization for 2026 consistent with the recommendations in Exhibit B, not to exceed 3.2 million dollars; and

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council, acting in its capacity as the governing board for the Transportation Benefit District, approves the budget allocation and project prioritization as set forth in Exhibit B for the 2026 year for the applicable funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the funds shall be allocated to the City of Spokane pursuant to that interlocal agreement entered into between the City and the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution; and

BE IT FURTHER RESOLVED, the revenue generated from the $20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit B, not to exceed 3.2 million dollars for the identified street maintenance projects.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A
RESOLUTION 2025-0000

Transportation Commission Project Review

Enter New Project Year in this Column For Calculation	Previous Year	CDist	ProjType	ProjName	AreaYd	SegMi	LnMi	AVG PCI	AVG Age	Matrix	$/yd	Cost
2026	2026	1 - NE	Chip	Cincinatti/Dalton Et Al	18,960	1.08	2.15	73.1	42.5	2.7	$18.00	$341,280
2026	2027	1 - NE	Grind	Rockwell - Crestline to Cook	4,413	0.25	0.50	32.0	57.9	7.2	$78.00	$344,240
2026	2026	2 - S	Chip	Moran View Et Al	25,196	1.19	2.39	56.7	27.0	3.8	$18.00	$453,528
2026	2026	2 - S	Grind	27th from Jefferson to Lincoln	3,750	0.21	0.43	43.7	77.6	7.0	$78.00	$292,500
2026	2026	3 - NW	Chip	Deschutes from Tucannon to Excel Et Al	50,496	2.39	4.78	82.2	28.9	1.2	$18.00	$908,928
2027	2027	1 - NE	Grind	Addison - Euclid to Bridgeport	2,780	0.16	0.32	30.7	65.3	8.0	$78.00	$216,840
2027	2027	1 - NE	Grind	Lidgerwood - Sharp to Mission	6,044	0.15	0.30	36.0	73.4	7.6	$78.00	$471,467
2027	2029	2 - S	Grind	Rebecca - 4th to Hartson	3,330	0.19	0.38	23.0	83.0	9.4	$78.00	$259,740
2027	2027	2 - S	Grind	Tacoma - 17th to 14th	3,250	0.18	0.37	26.5	83.2	9.0	$78.00	$253,500
2027	2027	2 - S	Grind	11th - Southeast to Arthur	3,267	0.19	0.37	27.0	58.0	7.7	$78.00	$254,800
2027	2027	3 - NW	Grind	Holyoke - Taft to Indian Trail	2,178	0.09	0.19	29.0	63.8	7.8	$78.00	$169,867
2027	2026	3 - NW	Grind	Sinto - Oak to Maple	4,640	0.14	0.27	43.5	50.7	5.7	$78.00	$361,920
	2028	1 - NE	Chip	Napa - Rowan to Francis	43,871	2.45	4.91	64.5	52.0	4.6	$18.00	$789,680
	2029	1 - NE	Chip	Courtland/Thor Et Al	32,895	1.67	3.34	68.2	43.9	3.9	$18.00	$592,112
	2026	1 - NE	Grind	Sanson - Addison to Cincinnati	4,393	0.25	0.50	14.5	66.0	9.3	$78.00	$342,680
	2026	1 - NE	Grind	Ash - 5th to 3rd	2,080	0.14	0.27	33.5	80.6	8.2	$78.00	$162,240
	2028	1 - NE	Grind	Pacific - Washington to Division	8,620	0.32	0.63	39.0	86.5	7.9	$78.00	$672,360
	2029	1 - NE	Grind	Gordon - Crestline to Cook	5,172	0.25	0.50	34.5	76.3	7.9	$78.00	$403,433
	2029	1 - NE	Grind	Hoffman - Division to Addison	6,567	0.37	0.75	33.0	72.7	7.8	$78.00	$512,200
	2027	1 - NE	Grind	Dalton - Nevada to Morton	2,233	0.13	0.25	39.0	76.0	7.4	$78.00	$174,200
	2026	1 - NE	Grind	Astor - Indiana to Montgomery	9,036	0.23	0.45	40.7	77.6	7.3	$78.00	$704,843
	2026	1 - NE	Grind	Astor - Montgomery to Jackson	5,303	0.17	0.35	34.5	63.8	7.2	$78.00	$413,608
	2028	1 - NE	Grind	Cataldo - Hogan to Napa	6,167	0.35	0.70	39.4	71.8	7.1	$78.00	$481,000
	2028	2 - S	Chip	30th to 33rd from Freya to Havana	44,275	2.14	4.27	65.5	32.6	3.5	$18.00	$796,944
	2027	2 - S	Chip	9th Av from Cannon to Maple Et Al	23,680	1.20	2.41	78.8	42.3	3.3	$18.00	$426,236
	2029	2 - S	Chip	35th from Freya to Havana Et Al	44,922	2.52	4.03	82.8	32.2	1.9	$18.00	$808,600
	2026	2 - S	Grind	6th - Cedar to Monroe	4,645	0.28	0.55	29.0	95.9	9.4	$78.00	$362,310
	2027	2 - S	Grind	Ivory - Rockwood Pine to Rockwood	2,477	0.14	0.28	23.0	62.5	8.3	$78.00	$193,180
	2026	2 - S	Grind	27th from Lincoln to Bernard	6,707	0.38	0.76	53.5	60.0	5.1	$78.00	$523,120
	2029	3 - NW	Chip	Waverly - Post to Division	54,743	2.88	5.76	61.4	53.9	4.2	$18.00	$985,378
	2029	3 - NW	Grind	Milton - Garland to Lacrosse	2,627	0.15	0.30	18.3	79.8	9.7	$78.00	$204,880
	2028	3 - NW	Grind	Hoffman - Rustle to G	7,580	0.43	0.86	25.0	70.5	8.5	$78.00	$591,240
	2028	3 - NW	Grind	Queen - Assembly to Driscoll	8,671	0.48	0.96	27.4	67.7	8.1	$78.00	$676,303
	2028	3 - NW	Grind	Carlisle/Jackson - Hemlock to Belt	5,922	0.31	0.62	31.8	73.4	8.0	$78.00	$461,933
	2027	3 - NW	Grind	Central - Flemming to A	9,959	0.49	0.97	34.1	67.4	7.5	$78.00	$776,837
	2027	3 - NW	Grind	Cedar - Broadway to Boone	5,947	0.25	0.51	33.3	63.8	7.4	$78.00	$463,840

EXHIBIT B
RESOLUTION 2025-0000

Local Access Street Maintenance Projects

1. Rockwell - Crestline to Cook Grind & Overlay (District 1)
2. Addison - Euclid to Bridgeport Grind & Overlay (District 1)
3. Cataldo - Hogan to Napa Grind & Overlay (District 1)
4. Moran View Et Al Chip Seal (District 2)
5. 6th Ave - Cedar to Monroe Grind & Overlay (District 2)
6. Holyoke - Taft to Indian Trail Grind & Overlay (District 3)
7. Central - Fleming to A Grind & Overlay(District 3)

TBD Sidewalk Project

North Hillyard Sidewalk (District 1)

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	9/3/2025
Clerk's File #	RES 2025-0080
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	TIM 509-625-6893
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	JBINGLE MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0650 - HILLYARD SUBAREA PLAN

Agenda Wording

Hillyard Subarea Plan Resolution

Summary (Background)

Planning staff has worked in partnership with the Northeast Public Development Authority (NEPDA) and a multidisciplinary consultant team led by Stantec to develop a Subarea Plan for the Hillyard neighborhood. This effort builds upon previous planning studies to create a long-term vision and action framework for equitable revitalization, infill development, housing opportunity, and infrastructure investment in Northeast Spokane. The Hillyard Subarea Plan defines six distinct plan areas, identifies catalyst redevelopment sites, and includes strategies for land use, housing, transportation, utilities, economic development, and public space enhancements. The plan is structured to inform Spokane's Comprehensive Plan, upcoming zoning updates, and public infrastructure investments. The Plan Commission previously held a workshop during their August 13, 2025 meeting to review key recommendations and solicit feedback from Commission members. Staff has since received additional comments from agencies and internal staff which have been incorporated into the draft attached to this agenda item. The latest changes primarily include grammar and spelling corrections, utility and transportation infrastructure refinements, and minor updates to data throughout the plan. The Plan Commission is scheduled to hold a public hearing on September 10, 2025 to recommend the City Council recognize the Plan by resolution. The Hillyard neighborhood and its surrounding industrial and residential areas have experienced long-term disinvestment and environmental degradation, including numerous brownfields. The area faces challenges related to infrastructure, housing quality, mobility access, and economic opportunity. Key past plans, such as the 2010 Greater Hillyard Neighborhood Plan and 2017 Yard Master Plan, identified priority needs but lacked a unified, implementation-focused strategy. The current Subarea Plan synthesizes these efforts, assesses the changing context (e.g., North Spokane Corridor impacts), and provides development-ready concepts. The Hillyard Subarea Plan is being coordinated with the City's 2026

Periodic Comprehensive Plan Update and will directly inform policy and code updates related to land use, transportation, and equity. The proposed Hillyard Subarea Plan outlines a coordinated strategy to promote economic revitalization, housing growth, and improved quality of life in the Hillyard neighborhood. Below is a summary of the main points and recommendations: 1. Vision and Goals • Vision: Hillyard will be a vibrant, inclusive, mixed-use district that honors its historic roots while embracing innovation, job creation, and residential growth. • Core Goals: o Increase local jobs and employment opportunities. o Support housing development across income levels. o Improve public infrastructure, transportation, and amenities. o Promote equitable and inclusive development. o Enhance neighborhood livability and resilience. 2. Land Use and Zoning • Catalyst Sites: Prioritize redevelopment of underutilized or vacant properties, especially near Market Street, Haven Street, and the North Spokane Corridor. • Zoning Updates: o Encourage mixed-use development in key commercial nodes. o Support infill housing and greater residential density where appropriate. o Align zoning with future land use designations to streamline development and reduce barriers. 3. Economic Development • Business Retention and Attraction: o Focus on light industrial, logistics, and maker-space industries. o Leverage proximity to the NSC for logistics-oriented employment growth. • Entrepreneurship and Workforce: o Create incubator space and business support services. o Partner with workforce training providers to align local skills with employer needs. 4. Housing • Diverse Housing Types: Encourage ADUs, townhomes, and missing middle housing. • Affordability and Access: Pursue partnerships for income-restricted housing development and provide support for low-income households. • Preservation: Protect existing housing stock and prevent displacement through proactive programs. 5. Transportation and Infrastructure • Multimodal Improvements: o Enhance Market Street for transit, bikes, and pedestrians. o Improve connectivity across the NSC through new crossings and complete streets. • Infrastructure Investment: Upgrade water, sewer, stormwater, and broadband systems to support future growth. 6. Community Facilities and Public Realm • Parks and Open Space: o Activate and maintain public spaces like Harmon Park. o Explore partnerships for park improvements and programming. • Civic and Cultural Anchors: o Support development of community-serving facilities (e.g., library, health clinic). o Embrace arts and cultural identity through public art and events. 7. Implementation Strategies • Phased Action Plan: The plan includes short-, mid-, and long-term initiatives with priority level assignments. • Partnerships: Coordination with City departments, state agencies (e.g., WSDOT), nonprofits, and private developers. • Funding: Utilize grants, tax increment financing, and other creative funding tools to support infrastructure and catalytic development. 8. Equity and Inclusion • Inclusive Engagement: Ensure ongoing outreach to historically marginalized communities. • Displacement Mitigation: Monitor housing trends and support anti-displacement measures. The Hillyard Subarea Plan represents a pivotal step toward transforming one of Spokane's most historically underserved neighborhoods into a thriving, connected, and inclusive district. By aligning land use, housing, infrastructure, and economic development strategies with community priorities, the plan lays a solid foundation for long-term investment and equitable growth. Its implementation will require coordinated action, sustained commitment, and continued engagement with the residents, businesses, and stakeholders who call Hillyard home.

What impacts would the proposal have on historically excluded communities?

The primary focus of the plan is to create a long-term vision and action framework to spur infill development, infrastructure investment, housing and economic opportunity in the historically excluded community of Hillyard.

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

Data on the Hillyard Subarea Plan was collected and analyzed using both quantitative and qualitative methods. Baseline demographic and socioeconomic conditions, including income, race/ethnicity, housing tenure, and disability status, were established through Census and City data. This information was supplemented by surveys, including a 2023 survey of residents and students, and targeted outreach to historically underrepresented groups. Analysis disaggregated results by race, ethnicity, income, and other demographic factors where available, highlighting disparities such as higher poverty rates and lower homeownership in the

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

Data on the effectiveness of the Hillyard Subarea Plan was gathered through surveys, demographic and economic analysis, and review of land use, housing, and transportation trends. Community input and feedback from the Plan Commission and City Council provided additional evaluation. This information confirmed that the plan's goals and strategies reflected neighborhood priorities and citywide policy direction.

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 attached resolution details key Comprehensive Plan policies, previous planning efforts including neighborhood planning, and other applicable City plans that align with this Subarea Plan. A central component of the plan is the integration of existing plans affecting Hillyard.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $~550,000 between all funding sources
Current Year Cost	$ 70,000 (ARPA)
Subsequent Year(s) Cost	$

Narrative

The funds for this project have been expended. The Hillyard Subarea Plan was funded largely through ARPA funds, an EPA Brownfields grant, a Department of Ecology Integrated Planning Grant administered by NEPDA, and direct investment from the NEPDA.

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?

The funds mentioned previously have been expended. Regarding future funding, a critical component of the Hillyard Subarea Plan is the identification and recommendation for future funding sources to implement the plan.

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	ACCOUNTING -	BROWN, SKYLER
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2025-0080

A resolution recognizing the Hillyard Subarea Plan as the coordinated framework and community vision for guiding future growth, economic development, and investment in the Hillyard area.

WHEREAS, City of Spokane Comprehensive Plan Policy LU 7.4 provides the following framework for subarea planning: *"Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively";* and

WHEREAS, the Land Use Chapter of the City of Spokane Comprehensive Plan sets forth Goal LU 3 – Efficient Land Use, to *"Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems";* and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR Goal B: Provide Transportation Choices to *"Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices,"* and TR Goal C: Accommodate Access to Daily Needs and Priority Destinations to *"Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life";* and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR 8: Moving Freight, to *"identify a freight network that respects the needs of businesses as well as neighborhoods,"* through the designation of truck routes, updates to freight mapping, support for intermodal transfer facilities, and the balancing of freight mobility with neighborhood livability and safety; and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR 9: Promote Economic Opportunity, to *"focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas,"* including the use of new transportation technologies, expanded transit service, and implementation of the Bicycle Master Plan; and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR 17: Paving Existing Unpaved Streets, to *"identify and prioritize resources for paving existing dirt and gravel streets and alleyways to reduce air pollution and prioritize infill and economic development"*; and

WHEREAS, the Housing Chapter of the Comprehensive Plan sets forth Goal H 1 – Housing Choice and Diversity to *"Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents";* and

WHEREAS, the Economic Development Chapter of the Comprehensive Plan sets forth Goal ED 3 – Strong, Diverse and Sustainable Economy to *"Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities";* and

WHEREAS, the City of Spokane initiated the Hillyard Subarea planning process to establish a coordinated framework for land use, economic development, transportation, housing, and community investments in the Hillyard area; and

WHEREAS, the Hillyard Subarea Plan was supported by a combination of American Rescue Plan Act (ARPA) funds, an EPA Brownfields Grant, an Integrated Planning Grant from the Washington State Department of Ecology, and a direct investment from the Northeast Public Development Authority (NEPDA); and

WHEREAS, the development of the North Spokane Corridor (NSC) presents opportunities to realign Hillyard-area transportation infrastructure to improve area livability, vibrancy, connectivity, and economic activity; and

WHEREAS, other than the Comprehensive Plan, various elements of plans and programs were incorporated into the document's goals and policies, including The Yard Development Master Plan, the Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan, the Bigelow Gulch Corridor Safety and Mobility Project, the City of Spokane Sustainability Action Plan, the City of Spokane Parks and Natural Lands Master Plan, the City of Spokane Housing Action Plan, the Hillyard Infrastructure Assessment and Needs Analysis, the Hillyard Industrial Area Stormwater Management Alternatives, the City of Spokane Broadband Assessment, the City of Spokane Water System Plan, and the City of Spokane Citywide Capital Improvement Program; and

WHEREAS, planning staff and consultants conducted outreach, including community meetings, stakeholder interviews, surveys, open houses, and online engagement, to identify community priorities and values for the Hillyard Subarea; and

WHEREAS, an online survey was completed in December of 2023 to identify priorities, challenges, and opportunities in Hillyard, and received 340 responses, including 29 from Rogers High School students; and

WHEREAS, the Draft Hillyard Subarea Plan was published for public review and comment, presenting goals and policies and implementation strategies; and

WHEREAS, community feedback was received, considered, and incorporated into the development of the long range goals and policies of the Hillyard Subarea Plan; and

WHEREAS, the Hillyard Subarea Plan identifies goals, policies, and implementation actions to promote redevelopment of underutilized properties and industrial lands, support housing choice and affordability in Hillyard, improve connections for walking, biking, and transit, strengthen the Hillyard Historic Business District as a cultural and economic hub, attract new jobs and investment consistent with Spokane's Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission held a duly noticed public hearing, deliberated, and voted to recommend City Council approval of the Hillyard Subarea Plan; 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;

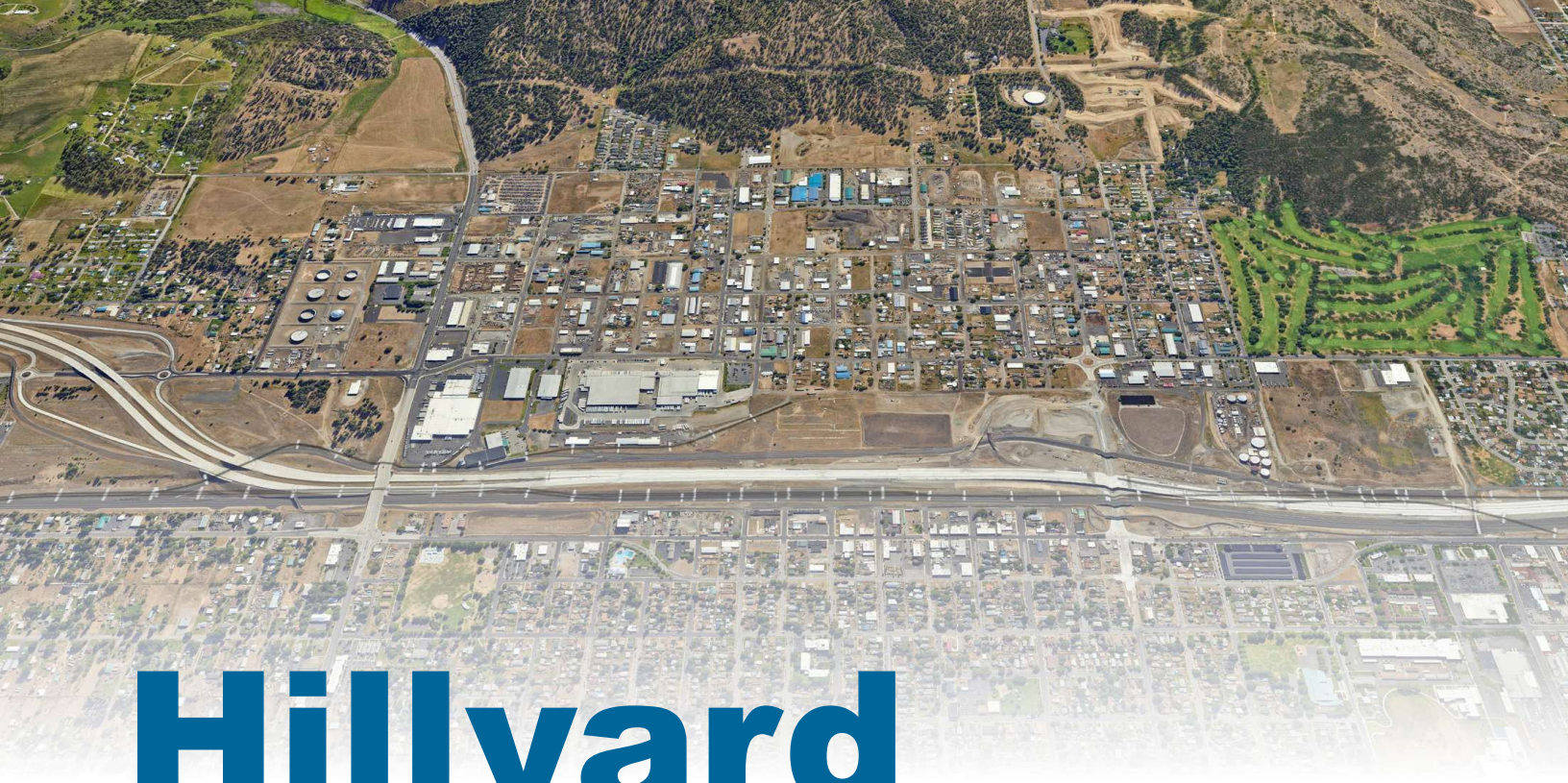
NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council recognizes the Hillyard Subarea Plan as the community's coordinated framework and vision for future growth and investment in the Hillyard area, consistent with the goals and policies of the Spokane Comprehensive Plan.

Passed by the City Council this ___ day of _____, 2025.

City Clerk

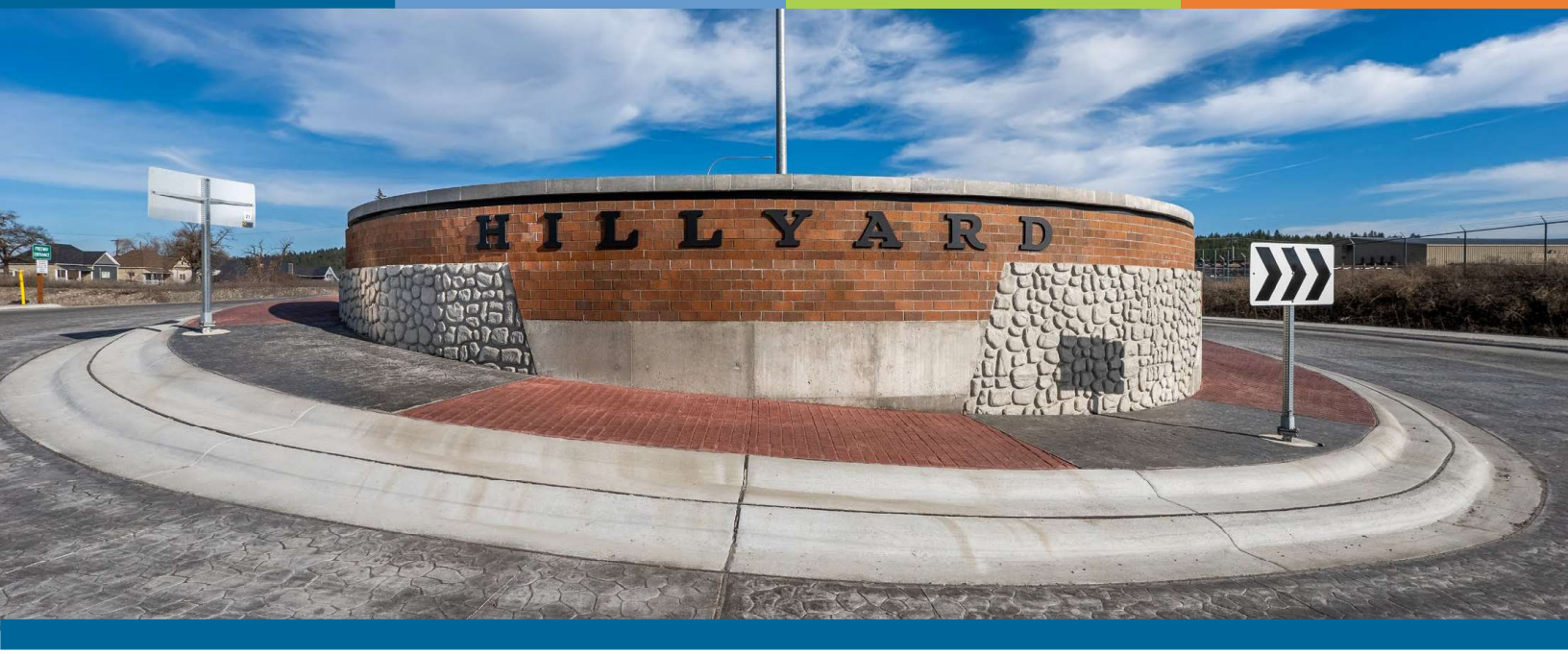
Approved as to form:

Assistant City Attorney



Hillyard

Subarea Plan



AUGUST 2025

CITY OF SPOKANE™

NORTHEAST PDA

Stantec

DRAFT 8-27-25

ACKNOWLEDGMENTS

CITY OF SPOKANE – *City Council*

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Breean Beggs, *City Council President (former)*
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Paul Dillon, *City Council Member, District 2*
Shelby Lambdin, *City Council Member, District 2*
Lori Kinnear, *City Council Member, District 2 (former)*
Zack Zappone, *City Council Member, District 3*
Kitty Klitzke, *City Council Member, District 3*
Karen Stratton, *City Council Member, District 3 (former)*

CITY OF SPOKANE – *Plan Commission*

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Jill Yotz
Tyler Tamoush

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FUNDINGS ACKNOWLEDGMENTS

US EPA

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Washington State Department of Ecology

Ali Furmall, *LHG, Brownfields Lead*
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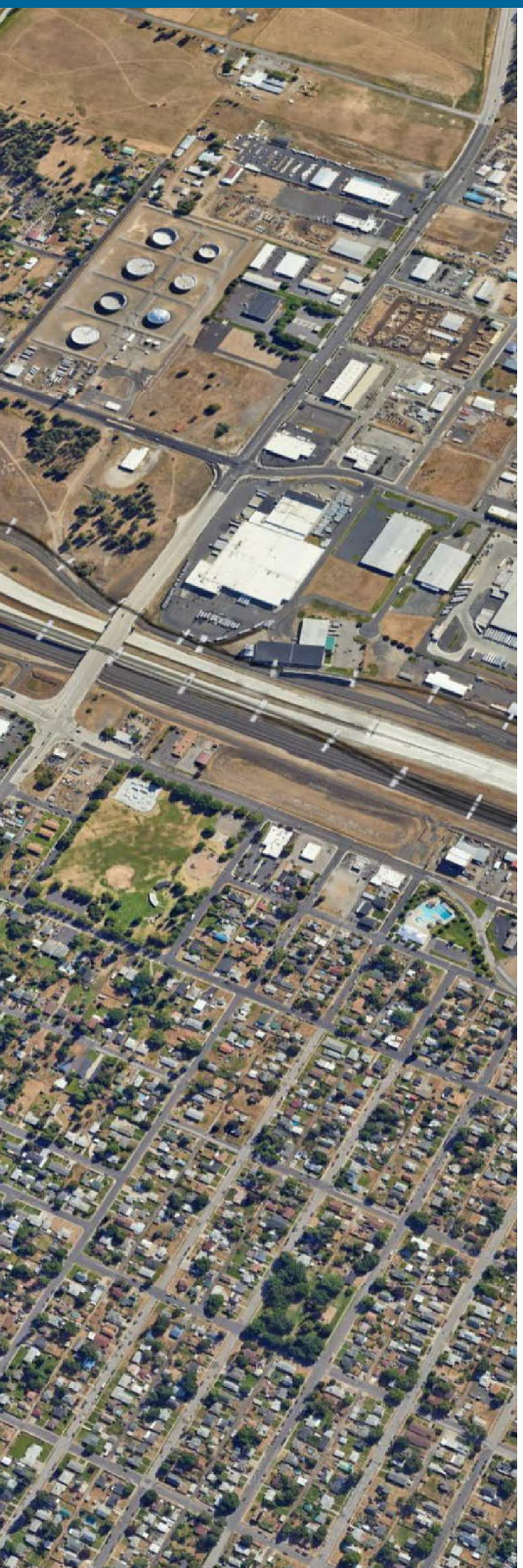
Chapter 1



Introduction

SECTION 1.1
Introduction

The City of Spokane (the "City") and **Northeast Public Development Authority** (NEPDA) have partnered to create a Subarea Plan for the Hillyard neighborhood and the surrounding areas nestled in the northeast corner of the City. The overarching project intent is to define a vision for the Hillyard Subarea supported by a series of actionable strategies. The City/NEPDA want to define the long-range goals and vision for the Focus Area and identify near- and long-term actions/investments that would support area revitalization, economic development, and quality of life enhancements.

For this project, Stantec Consulting Services, Inc. (Stantec) served as the lead consultant that will manage the planning activities, the other consultant partners, and serve as the lead facilitator for the engagement activities (and working alongside City/NEPDA staff representatives). Collectively, the City, NEPDA, Stantec, and the other consultants will constitute the "Project Team".

Section 1.1.1
Project Overview

City of Spokane – Encompassing approximately 60 square miles, the City of Spokane is the second most populated city in Washington, located in the heart of the Inland Northwest. Spokane has a rich history dating back to the mid-19th century. The area was initially inhabited by various Native American Tribes, including the Spokanes meaning "Children of the Sun", from whom the city gets its name.

Today, Spokane is known for its natural amenities, including the Spokane River, the upper and lower falls, and its vibrant Downtown area. With easy access to these natural assets, Spokane offers abundant outdoor recreational opportunities for residents and visitors, including white-water rafting, camping, hiking trails, and lakes. Spokane continues to evolve and grow, while maintaining its unique character and heritage.

***Northeast Public Development Authority* (NEPDA)** – NEPDA is a public entity jointly established by the City of Spokane and Spokane County to carry out land and economic development plans by facilitating public-private partnerships and financing economic development opportunities. As an integral partner in the Subarea Planning process, its mission is to spearhead the redevelopment, development, and construction of projects that

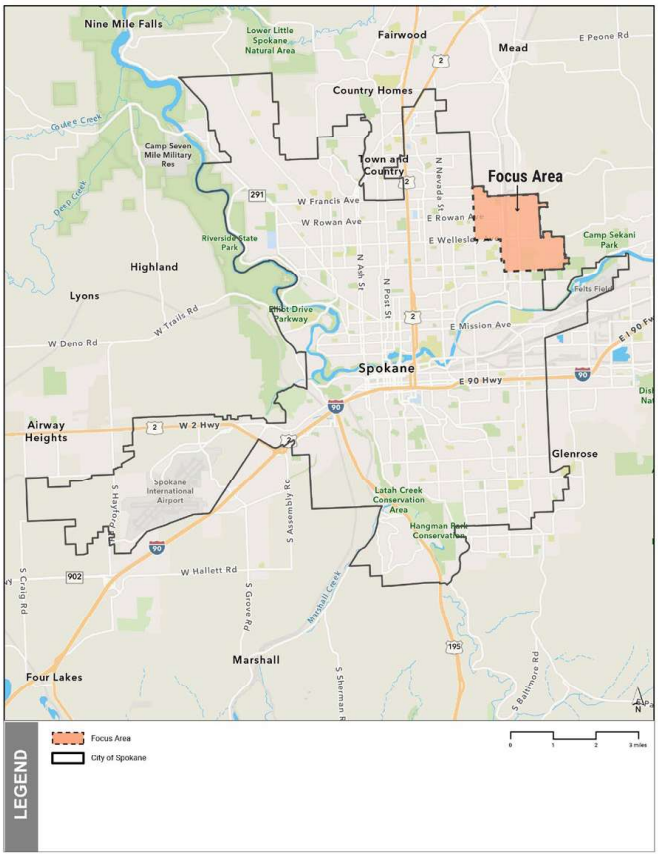


Figure 1.1 – *Hillyard Subarea Plan Local Context Map*

yield substantial community benefits. These initiatives are strategically designed to stimulate economic vitality and foster job growth within the PDA boundary. NEPDA is a community-centered organization currently championing the expansion of a vibrant business incubator and innovation zone, which serves as a bustling hub for commercial, manufacturing, artisan, and entrepreneurial activities.

The City/NEPDA embarked on a Subarea Planning initiative for the Hillyard neighborhood and the surrounding vicinity to the northeast to build upon past planning efforts and technical studies focused on infrastructure, economic development, brownfield reuse/redevelopment, and responding to the unique needs/opportunities associated with this area of the community. A series of unique neighborhoods, legacy industrial areas, and geographies comprise the Focus Area that will be the subject of this Subarea Plan. Notably, the northeast sections of the Focus Area have experienced prolonged infrastructure deficiencies that have stalled economic development and property reuse, and the legacy commercial corridors have been slow to revitalize. The Subarea Plan examines and responds to these challenges.

The Subarea Plan also assesses and leverages future traffic shifts from the new US 395/North Spokane Corridor (the NSC) and its interchange with East Wellesley Avenue. This new limited-access route from I-90 to the northern suburbs is expected to reshape traffic citywide, creating both opportunities and challenges for legacy east side commercial and industrial areas.

Focus Area – The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the South, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

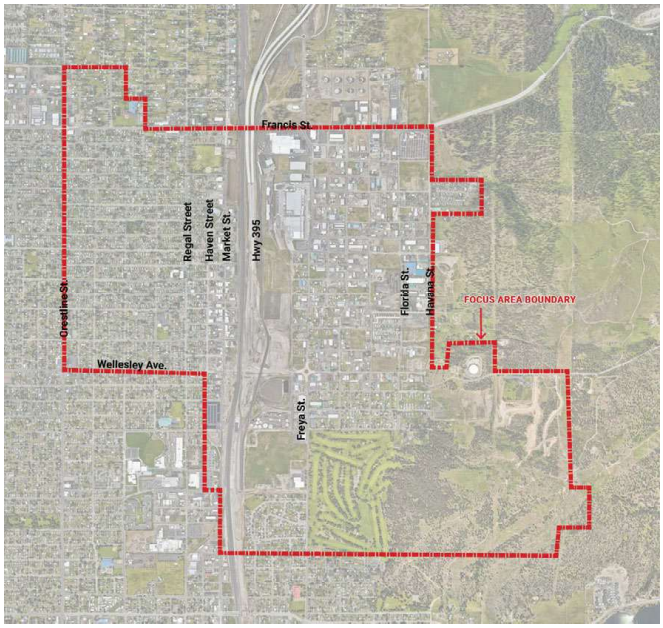


Figure 1.2 – *Hillyard Subarea Plan Focus Area Map*





Census Tracts – Six individual census tracts (CTs) comprise the Focus Area. Only four were used for the demographic and housing summary (in **Appendix B**) as they cover the majority of the Focus Area: CTs 2.01, 2.02, 16, and 144. Small segments of the Focus Area fall within CTs 112.02 and 112.03; since most of the land comprising those tracts are outside the Focus Area the statistics/values may inaccurately reflect the true demographic/housing conditions for the Subarea Plan. As a result, those CTs were omitted from this analysis. **Figure 1.3** depicts the Census tract map as it relates to the Focus Area. As applicable, the findings include a weighted value for the four CTs to achieve a summary of the Focus Area statistics. **Table 1.1** describes the geographic location for the CTs used in this analysis for the Hillyard Subarea Plan.

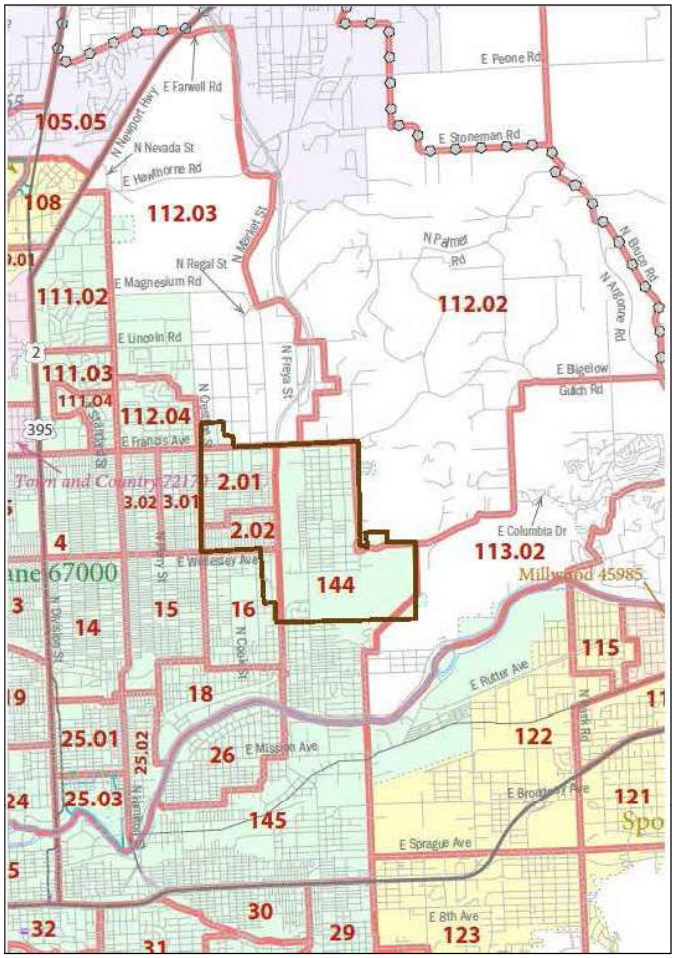


Figure 1.3 *– Census Track Map*

TABLE 1.1 CENSUS TRACTS USED FOR THE FOCUS AREA

Census Tract	Description and Notes	Subarea Plan Character District(s)
2.01	This CT covers the northern portions of the Hillyard Neighborhood and its business district**.**	**District 1**: Hillyard Business District **District 2**: Hillyard Residential
2.02	This CT covers the southern portions of the Hillyard Neighborhood and the central portions of its business district.	**District 1**: Hillyard Business District **District 2**: Hillyard Residential
16	This CT covers the southern portions of the Hillyard Business District and some residential areas; notably, the western portions of this CT are outside of the Focus Area.	**District 1**: Hillyard Business District
144	This CT covers the areas of the Focus Area on the east side of the US 395 highway corridor; notably, the southern portions of this CT are outside the Focus Area.	**District 3**: The Yard **District 4**: E. Wellesley Bus. District **District 5**: Esmeralda **District 6**: Beacon Hill

Subarea Plan Approach – The Subarea Plan divides the Focus Area into six "Plan Areas" to address each area's unique land use and infrastructure needs (see **Figure 1.4** for boundaries and designations). The final plan includes elements on community context, vision, land use, urban design, housing, transportation, utilities, drainage, open space, environment, funding, and implementation.

Key goals include developing revitalization strategies to meet long-term housing needs, fix infrastructure gaps, enhance quality of life, boost economic opportunities, and repurpose brownfields and underused properties. The plan also addresses potential displacement of residents and businesses as improvements occur.

The Six Plan Areas are:

- ***Plan Area 1: Hillyard Business District*** - The Hillyard Business District is located in the heart of the Focus Area, roughly bounded by Regal Street to the west, Hwy 395 and railways to the east, Francis Street to the north, and Garland Street to the south. Market Street is a major north-south corridor running through the center of the locally recognized historic district, which is listed on the National Register. Market Street serves as a vibrant hub of local pubs, antique shops, and entertainment.
- ***Plan Area 2: Hillyard Residential*** - The Hillyard Residential Plan Area is located just west of the Hillyard Business District. This Plan Area extends to Crestline Street to the west, Wellesley Avenue to the south, and Bruce Street to the north. The Hillyard Residential Plan Area primarily consist of single-unit residential homes.
- ***Plan Area 3: The Yard***- The Yard, constituting the majority of the northern portion of the Focus Area, is located east of the Hillyard Business District. It is positioned between Hwy 395 on the west, Francis Street on the north, Havana Street on the east, with its southern boundary stopping just north of Wellesley Avenue. Due to its proximity to the railway tracks, the Yard is currently dominated by light industrial uses.
- ***Plan Area 4: East Wellesley Business District*** - The East Wellesley Business District encompasses the properties along the E. Wellesley Avenue corridor between Hwy 395 and Havana Street.
- ***Plan Area 5: Esmeralda*** - The Esmeralda Plan Area is located south of the Wellsley Business District, between the Beacon Hill Plan area and Hillyard Business District.
- ***Plan Area 6: Beacon Hill***- The Beacon Hill Plan Area primarily consists of undeveloped open space concentrated around the southeast corner of the Focus Area. It includes several trails, the Esmeralda Golf Course and the Water Reservoir. The City has plans to incorporate additional residential and neighborhood commercial uses within the Beacon Hill Plan Area.

These can be simplified as either East or West Hillyard with the north-south progression of the NSC serving as the border. West Hillyard contains the Hillyard Residential and Hillyard Business District plan areas while East Hillyard contains the Yard, E. Wellesley Business District, Esmeralda, and Beacon Hill plan areas.

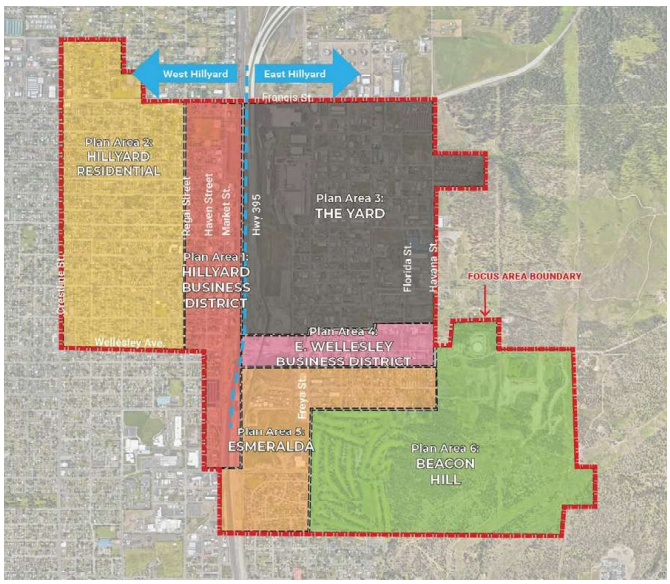


Figure 1.4 – *Hillyard Subarea Plan Areas Map*

SECTION 1.2
Subarea Plan Project Components

The Subarea Plan project included the following key components (i.e., project tasks):

- ***Existing Conditions Analysis*** – A review of the existing conditions focusing on area context/property characteristics, housing, transportation/mobility networks, utility and drainage facilities, market conditions, and the current zoning/regulatory framework.
- ***Past Plans and Technical Studies*** –The Subarea Planning process reviews and build upon past planning documents and technical studies. Notably:
  - **2010 Greater Hillyard North-East Planning Alliance Neighborhood Plan** which focused on area improvements, safety enhancements, business development, educational opportunities, and City coordination.
  - **2017 The Yard Master Plan** which identified transportation, utility, and drainage deficiencies.
  - **2020 Funding Strategies Plan for the Yard** which matched potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan.
  - Refer to **Appendix I** Plan References and Resources for a details on the various documents that contributed to the development of this Plan.
- ***Community Engagement*** – The project involves a comprehensive community engagement plan that provides a variety of opportunities for stakeholders to participate in the Subarea Planning process. Engagement activities include community surveys, stakeholder group interviews, community workshops, and a project steering committee.
- ***Property Inventory*** (Opportunity Sites) – The planning process includes an inventory of each parcel in the Focus Area with a priority on legacy industrial, commercial, and multifamily properties to document site conditions and to identify potential brownfields. A strategic goal is to identify sites that are conducive to near- and long-term reuse/redevelopment; these properties will be designated as "opportunity sites" which could be the focus of the community's economic development and developer recruitment efforts.
- ***Catalyst Site/Area Planning*** – The project features detailed conceptual planning for one catalyst redevelopment site and two business districts aimed to take a more in-depth look at potential infill projects, streetscape enhancements, amenities, and other elements that can support area revitalization at strategic nodes (and community gathering spaces) within the larger Focus Area.
- ***Urban Framework Plan/Revitalization Strategies*** – The planning process include the creation of an Urban Framework Plan, a diagram showing potential land uses, redevelopment sites, mobility projects, and community amenities. It also analyzes long-term development potential on key sites by use and scale. The outcome is a set of revitalization strategies focused on mobility, infrastructure, amenities, and policy changes.
- ***Funding Strategies*** – The project will include a list of financing sources and structures the City/NEPDA can employ to leverage future investment, grants, and local monies to fund capital improvement projects.
- ***Project Adoption*** – As a final step in the process, the Project Team will facilitate the Subarea Plan through the local adoption process.

SECTION 1.3
Project Funding Support

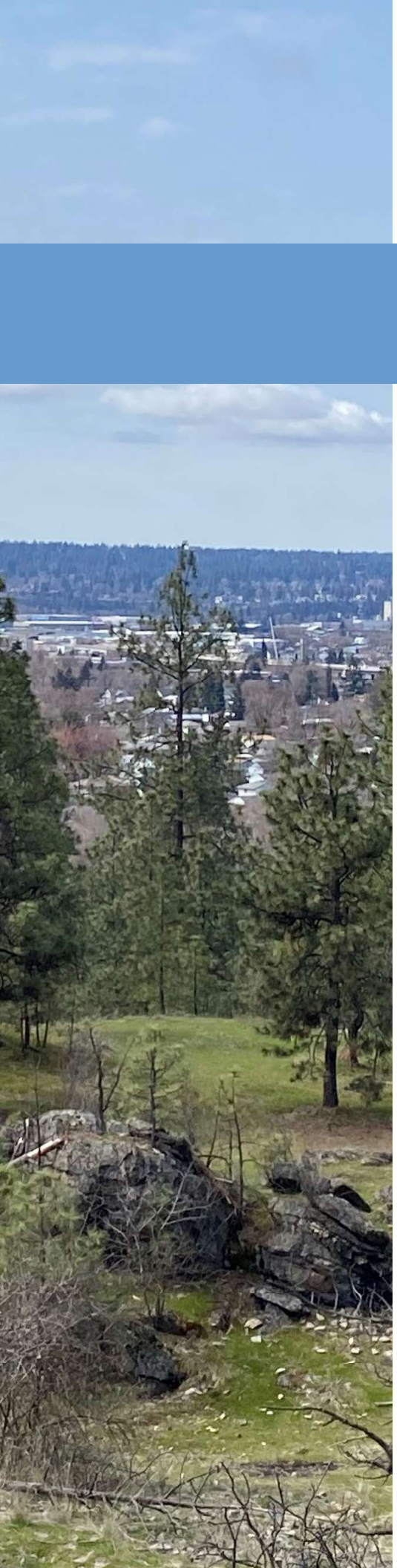
The Subarea Plan is strongly connected to the remediation and reuse of perceived and known contaminated sites within the neighborhood. The Subarea Plan will leverage funding from four sources:

Washington State Department of Ecology (Ecology) Integrated Planning Grant – Ecology awarded to the Northeast Public Development Authority (NEPDA) in 2021. This project centers on the environmental assessment, cleanup planning, feasibility analysis, and redevelopment planning of the property located at 3011 E Wellesley Avenue in Spokane, WA. It also encompasses area-wide planning and community engagement activities focused on the surrounding neighborhood.

The Hillyard Gateway Cleanup and Revitalization Project aims to complete environmental assessments and develop cleanup strategies for a key catalyst site situated at the entrance to the Hillyard Business District—a historically underinvested former industrial area annexed by the City of Spokane in 1924. The district is one of the most diverse in the city and continues to face longstanding challenges, including environmental degradation, elevated crime rates, and persistent poverty.

United States Environmental Protection Agency (EPA) Brownfield Assessment Grant – The US EPA awarded to the City of Spokane (City) a $500,000 Brownfield Assessment Grant in 2022 with a four-year period of performance. Northeast (NE) Spokane is the primary brownfield target area for this grant. It encompasses three contiguous census tracts (2, 16, and 144), including the historic Hillyard Neighborhood. This neighborhood surrounds the former Hillyard railyard, located approximately six miles northeast of downtown Spokane. For nearly 90 years, the railyard served as a major employment hub, supporting over 2,000 jobs and fueling local economic activity. However, since its closure in 1982, the site has remained idle. Four decades later, the area continues to grapple with persistent poverty, elevated crime rates, and legacy environmental contamination. While significant infrastructure investments—such as the $2.2 billion expansion of US 395 through Hillyard—are laying the groundwork for revitalization, key brownfield sites still require environmental assessment to unlock their redevelopment potential.

American Rescue Plan Act (ARPA)– The City of Spokane received over $80 million in federal funding through the American Rescue Plan Act (ARPA) to support pandemic recovery efforts. These funds were allocated across four primary goals: restoring city services and revenues impacted by COVID-19, supporting community organizations and future growth, investing in long-term resiliency, and providing relief to residents and businesses not reached by other aid programs. A Recovery Plan Work Group was established to guide implementation and foster partnerships with city departments, other governments, and nonprofits. As of now, all major funding opportunities have closed, with the final obligation deadline set for December 31, 2024. The City Council has approved multiple ordinances to allocate these funds, emphasizing equity and community input throughout the process, including the Hillyard Subara Plan which was allocated $330,791.91.



Chapter 2

The Vision

SECTION 2.1
The Hillyard Vision

The Project Team collaborated with community stakeholders to shape the vision for the Hillyard Focus Area. **Appendix H** contains a full report on the engagement activities the Project Team undertook during the Subarea Planning Process. The following are the key themes identified during the engagement process:

- ***Local Perceptions*** – Hillyard faces longstanding negative perceptions, but "The Yard" is seen as a major opportunity for industrial and job growth.
- ***Crime and Safety*** – Concerns exist about crime, poor property upkeep, and pedestrian hazards.
- ***Housing*** – There is a strong need for more housing, with concerns about gentrification and industrial-residential land use conflicts.
- ***Infrastructure*** – Inadequate infrastructure east of the NSC hinders industrial development.
- ***Freya Street*** – Needs upgrades to function effectively as a freight corridor.
- ***Florida Street*** – Improvements could unlock redevelopment potential.
- ***E. Wellesley Business District*** – Broad support for creating a new business district to boost revitalization and services.
- ***Haven Street*** – Seen as unattractive and unsafe for pedestrians and cyclists; streetscape improvements requested.
- ***Pedestrian Bridge*** – A new bridge over the NSC is recommended to reconnect East and West Hillyard.
- ***Transit*** – East Hillyard lacks transit access; interim mobility solutions and shelters in West Hillyard are needed.
- ***Action Plan*** – Strong desire for a clear vision and action plan, with frustration over past neglect by the City.

Based on the engagement results, the Project Team identified the following vision and five objectives for this Subarea Plan:

Hillyard's Vision

The Hillyard area has significant potential for additional community-serving amenities, employment, and housing. The vision is to "rediscover Hillyard's historic assets, assets, community, and potential through an actionable plan centered on physical enhancements, supportive infrastructure, and land use planning."

- ***Create Distinctive Places*** – Define six unique plan areas within Hillyard, each with tailored land use, scale, and character. Recommend zoning and financial tools to support these visions.
- ***Enhance Livability*** – Ensure affordable housing to prevent displacement, improve public safety, and expand mobility options for non-drivers.
- ***Achieve Economic Vitality*** – Promote redevelopment that generates quality jobs, essential services, and sustainable tax revenue.
- ***Improve Services*** – Develop commercial hubs, support mixed-use and higher-density housing, and invest in infrastructure to attract private investment.
- ***Identify Implementation Strategies*** – Implement locally driven programs and funding mechanisms to support revitalization goals. The Subarea Plan will complement the City's Comprehensive Plan, dictate updates to the City's zoning regulations, and guide future regulations and long-range plans within the Hillyard area.

SECTION 2.2
Urban Framework Plan Overview

The Urban Framework Plan (UFP) consists of six Plan Areas and their respective planning initiatives that help achieve the community's vision. The Plan Areas are defined geographic locations within the larger Hillyard Focus Area, each containing their own unique challenges and opportunities for growth or revitalization. The Plan Areas are depicted in **Figure 2.1**. Each Plan Area and proposed planning initiatives are detailed starting in Section 2.4. Each recommended initiative in the UFP is detailed in **Appendix G**.

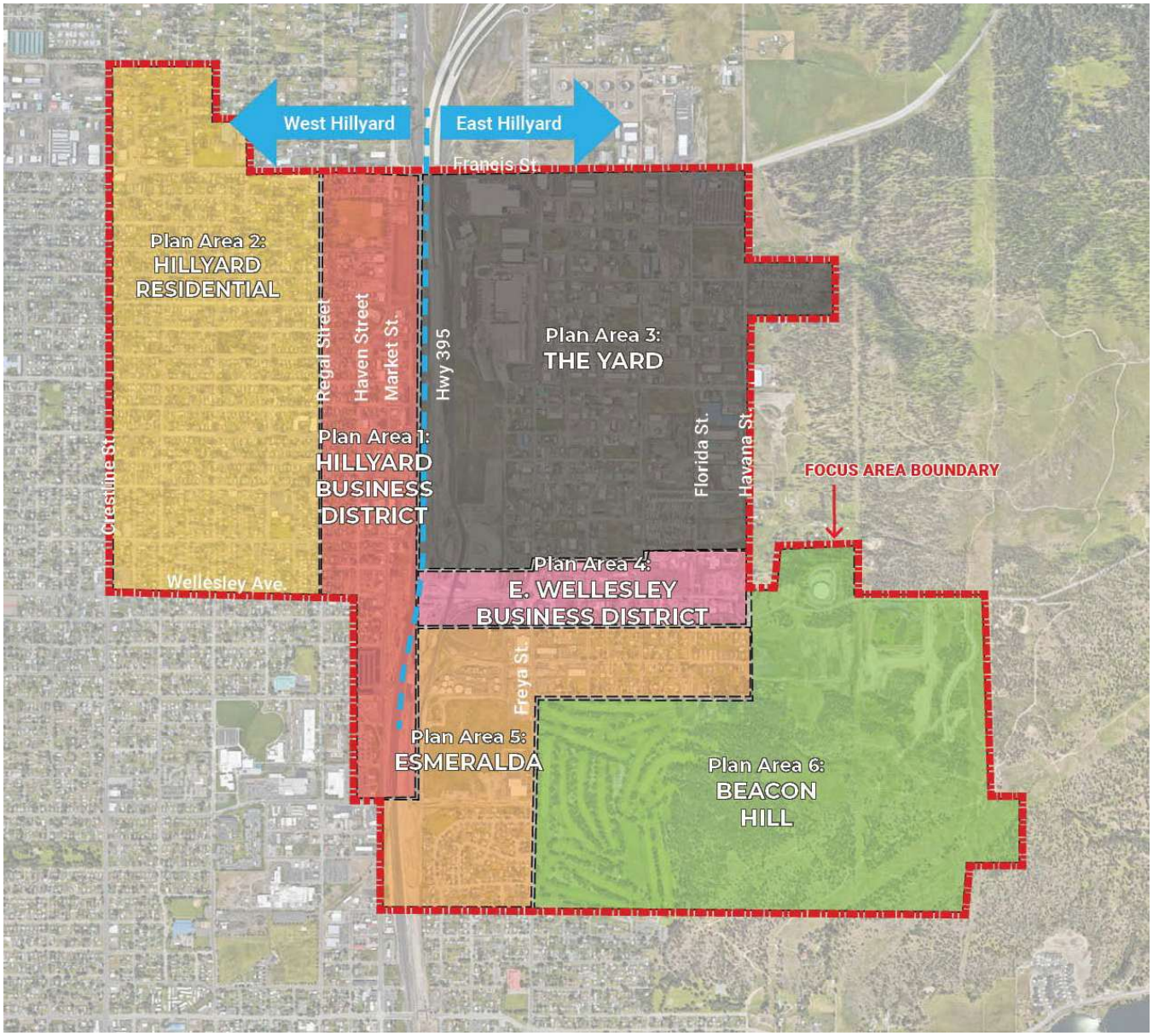


***Figure 2.1** – Hillyard Subarea Plan Areas Map*

SECTION 2.3
Catalyst Sites

Catalyst sites in the UFP guide targeted redevelopment by engaging property owners, developers, and real estate professionals. Zoning regulations will dictate specific project design and land use. Existing structures may be reused or replaced. Catalyst sites within the UFP are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects. The underlying zoning will drive the resulting development programs in terms of project design and land uses. It is important to note that some catalyst sites have existing structures; in those situations, there is potential to either adaptively reuse those buildings or entirely redevelop the sites. The City can target its developer recruitment and economic development efforts to these sites.

Figure 2.2 and the UFP identifies the catalyst sites in yellow. A table of all designated Catalyst Sites and descriptions can be found in **Appendix G**.

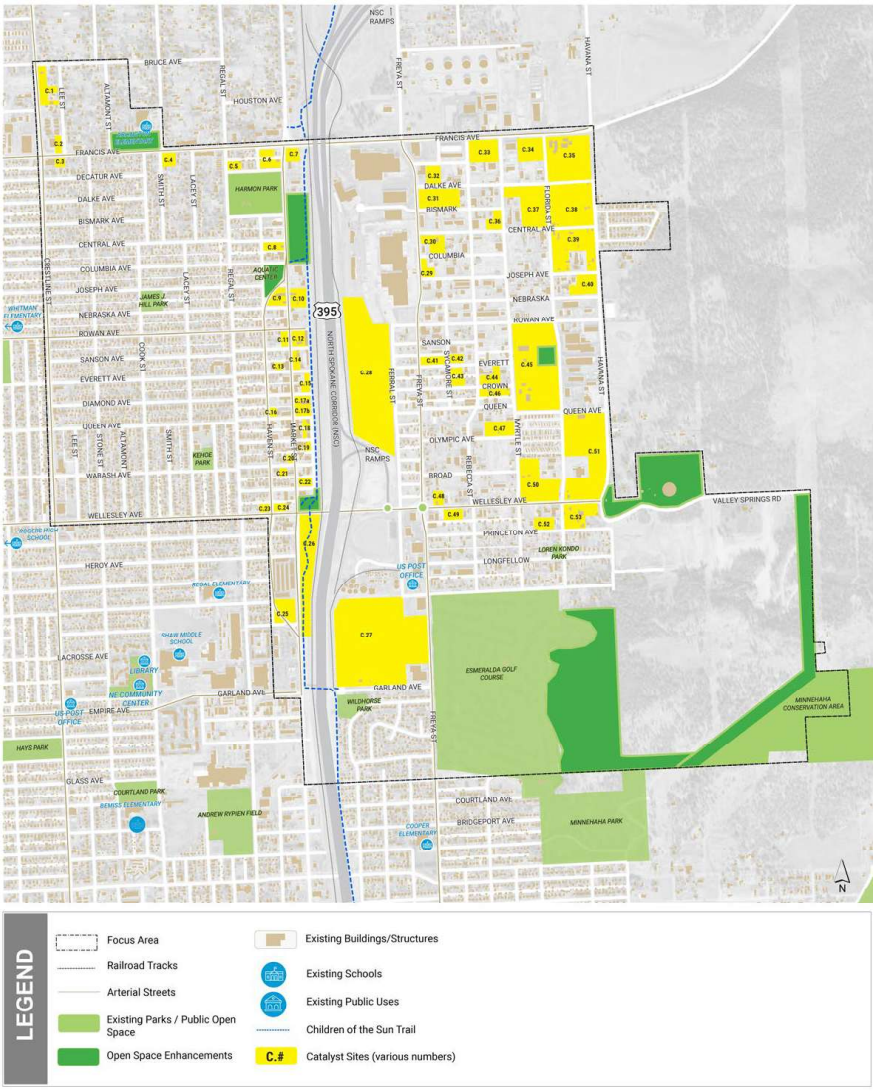


Figure 2.2 – *Hillyard Subarea Plan Catalyst Sites Map*

Catalyst sites within the UFP are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects.

Section 2.3.1 Plan Area 1
Hillyard Business District

Hillyard Business District is located in the heart of the Focus Area, roughly bounded by Regal Street to the west, Hwy 395 and railways to the east, Francis Street to the north, and Garland Street to the south. Established around the rail in the 1800s, this district features distinct architectural elements and historic structures unique to that era. Today, Market Street in the Hillyard Business District is vibrant with restaurants, antique shops, and boutique stores. The Subarea planning process aims to build upon these assets, preserving significant historic structures while introducing transportation, land use, and open space enhancements to improve accessibility, connectivity, and diversify uses. Notably, two activity centers (Mixed-Use Neighborhood Center and Hillyard Business District) were identified as areas optimal for redevelopment. A potential redevelopment scenario incorporating these enhancements is shown in **Figure 2.3**.

In the long-run, the City should explore the possibility of de-coupling Market and Haven Street to create a significant redevelopment opportunity around the existing Aquatic Center. This initiative could enhance connectivity, improve traffic flow, and provide more space for green space, mixed-use development, and centralized community amenities.

Proposed improvements also include designing Olympic Avenue and Greene Street as 'festival streets'. These streets attract more visitors and provide opportunities to host community events, boosting sales for local businesses. Greene Street and Olympic Avenue were strategically identified for their prime locations, prominent business presence, and proximity to the Children of the Sun Trail. To prioritize the pedestrian experience, festival street components can include unique pavement markings, traffic calming features, string lights, and public art. Chapter 5 discusses the enhancements associated with this designation.



***Figure 2.3** – Hillyard Business District Redevelopment Scenario*



Significant redevelopment opportunity around the existing Aquatic Center could enhance connectivity, improve traffic flow, and provide more space for green space, mixed-use development, and centralized community amenities.

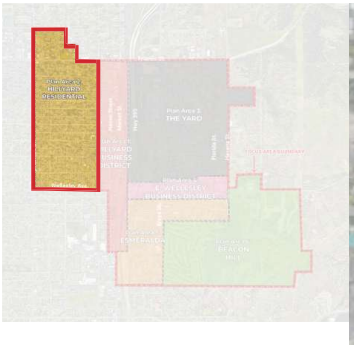


Proposed improvements also include designating Olympic Avenue and Greene Street as 'festival streets.



Section 2.3.2 Plan Area 2
Hillyard Residential

The Hillyard Residential Plan Area is located just west of the Hillyard Business District. This Plan Area extends to Crestline Street to the west, Wellesley Avenue to the south, and Bruce Street to the north. Although the Hillyard Residential Plan Area primarily consists of single-family residential homes, there are opportunities to enhance connectivity and introduce more community-oriented uses. Strategic planning initiatives, including designating key nodes along Crestline Street and Queen Avenue as activity centers, school and park enhancements, and mobility improvements, can help improve access and provide more amenities for Hillyard residents, all while preserving the neighborhood's existing character.

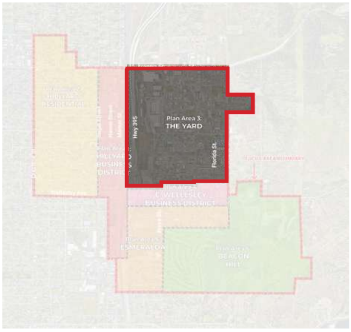




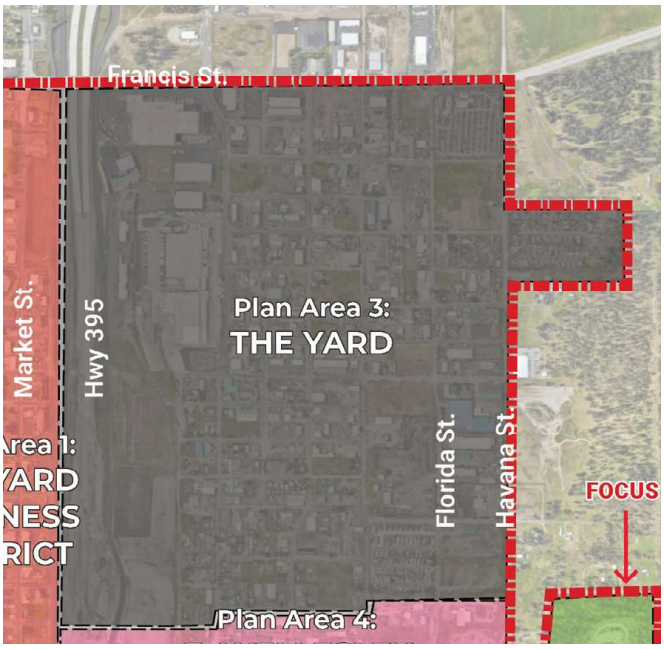


Designate Crestline Street and Queen Avenue as activity centers

Section 2.3.3 Plan Area 3
The Yard



The Yard, constituting the majority of the northern portion of the Focus Area, is located east of the Hillyard Business District. It is positioned between Hwy 395 on the west, Francis Street on the north, Havana Street on the east, with its southern boundary stopping just north of Wellesley Avenue. Due to its proximity to the railway tracks, the Yard is currently dominated by light industrial uses. Significant planning efforts have been undertaken for this Plan Area, most notably the 2017 Yard Redevelopment Master Plan. The Yard is envisioned to evolve into a diverse employment center for the region, supporting industrial and commercial uses as well as workforce housing. To help realize this vision, the Subarea planning process proposes a range of planning initiatives to support future land use and improve connectivity area-wide. See Planning Initiatives



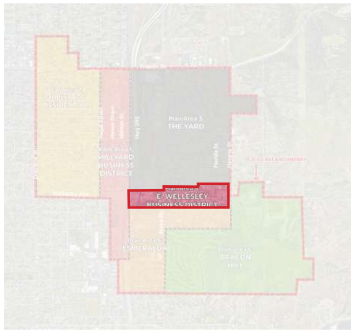
The Yard is envisioned to evolve into a diverse employment center for the region, supporting industrial and commercial uses as well as workforce housing.

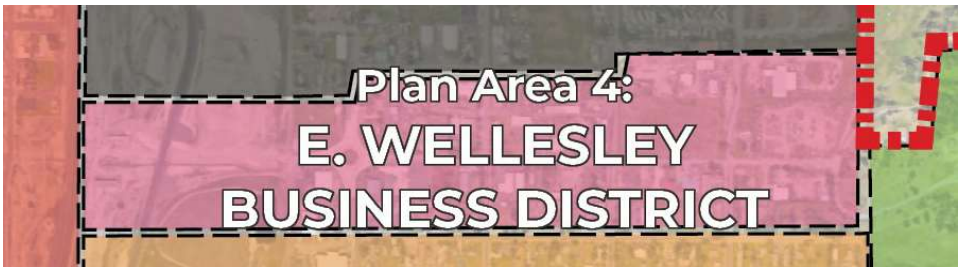


Section 2.3.4 Plan Area 4
E. Wellesley Business District

The East Wellesley Business District encompasses the properties along the E. Wellesley Avenue corridor between Hwy 395 and Havana Street. This Plan Area currently features numerous legacy industrial uses that should be transitioned to larger mixed use projects. The large redevelopment sites shown at the east end of the corridor, and the significant public investment in rebuilding Wellesley Ave. will catalyze this change. Notably, the properties along E. Wellesley Avenue present significant opportunities for infill development, which could include mixed-use commercial, office spaces, and flexspace. This will create a transition from lower density residential uses to the south, through higher intensity mixed use along the Wellesley corridor, and then to light industrial uses to the north. A potential redevelopment scenario incorporating these concepts is shown in **Figure 2.4**.

Reestablishing this Plan Area as an Employment Center can offer more flexibility while aligning with the existing land use mix and adjacent properties





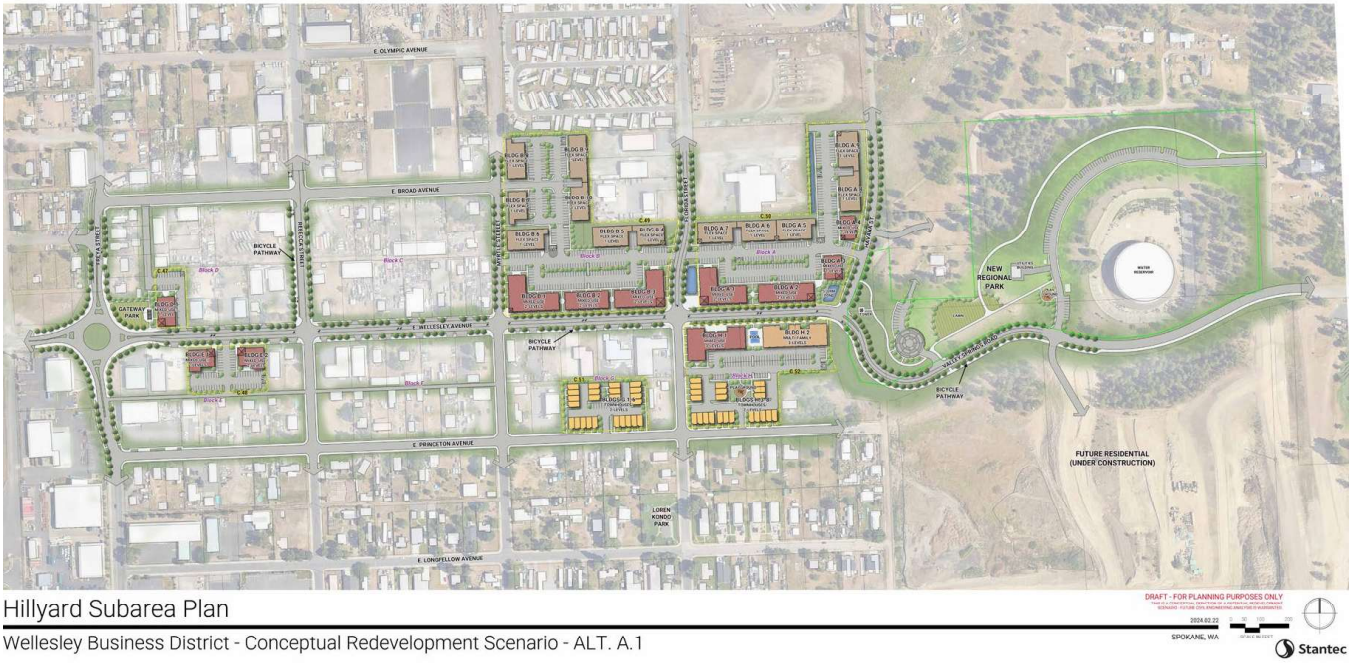
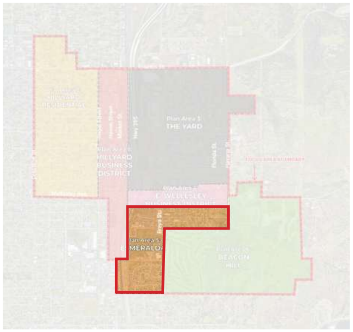
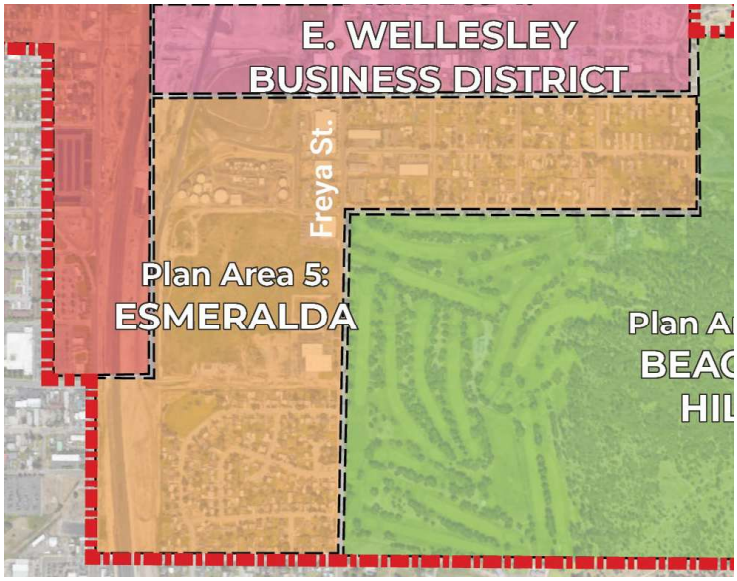


Figure 2.4 – *E. Wellesley District Redevelopment Scenario*

Section 2.3.5 Plan Area 5
Esmeralda



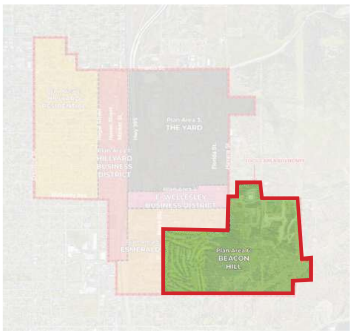
The Esmeralda Plan Area is located south of the Wellesley Business District, nestled between the Beacon Hill and Hillyard Business District Plan Areas. This primarily residential area hugs the Esmeralda Golf Course to the south and east. It mainly comprises single family residential neighborhoods and features several valued community parks, including Loren Kondo Park and Wild Horse Park. The northwest area of Esmeralda also contains a significant (24 acre) redevelopment site that was described in detail in the Yard Master Plan. It is currently undergoing a multi-year redevelopment, with the first phase consisting of a logistics/ light manufacturing use. The Subarea Plan aims to take advantage of the forthcoming connections created by the North Spokane Corridor (NSC). The area will have a focus on job creation, elimination of blight, and site design that provides a smooth transition to nearby residential neighborhoods. Specific planning initiatives to support the Esmeralda Plan Area vision by topic and their associated components are shown in **Appendix G**.



The Subarea planning process aims to preserve the residential character while improving connectivity to surrounding parks and major destinations.



Section 2.3.6 Plan Area 6
Beacon Hill



The Beacon Hill Plan Area primarily consists of undeveloped open space concentrated around the southeast corner of the Focus Area. It includes several trails, the Esmeralda Golf Course and the Water Reservoir. The major catalyst driving change in this area is the planned large-scale redevelopment of approximately 200 acres. The redevelopment will include approximately 2,000 dwelling units along with commercial and amenity spaces. Many planning initiatives aim to highlight this area as a regional recreational attraction, including swimming, natural climbing walls, activities like disc golf, and nearly 50 miles of mountain bike trails. The Subarea Plan recommendations for land use change include commercial uses to support this new neighborhood.



Many planning initiatives aim to improve outdoor recreation opportunities enhancing parks/open space, trails, and connections to these areas.



SECTION 2.4
Planning Initiatives

The planning initiatives pinpoint near- and long-term actions related to land use, transportation, and urban design-related components for each of the Plan Areas, with a goal of enhancing functionality, connectivity, and investment opportunities in the Hillyard neighborhood.

The planning initiatives correlate to the Plan Areas in the UFP and organize recommendations into categories that include (i) Activity Center Designations, (ii) Transportation/Mobility Projects, (iii) Right-of-Way Vacations, (iv) Utility Projects, and (v) Open Space Enhancements. The individual projects/initiatives depicted on the UFP are further detailed in the various elements of this Subarea Plan. The planning initiatives are summarized in the following sub-sections and detailed in **Appendix G**.

- ***Activity Center Designations*** (AC #): Activity centers focus investment in areas with strong community assets and accessibility, aiming to boost economic, social, and civic activity. These centers promote walkable, vibrant districts by clustering commercial, retail, and recreational uses. They can be formally designated in the Comprehensive Plan, with zoning adjustments to allow greater land use flexibility.
  - ***Mixed-use Neighborhood Center*** (AC 1, 2, 3, 5, 6): Located outside Hillyard's core in lower-density neighborhoods, these centers aim to evolve into walkable, mixed-use areas with residential and commercial uses. Key features include pedestrian-friendly amenities and community-serving businesses.
  - ***Hillyard Business District*** (AC.4): Centered on Market and Haven Streets, this core area features restaurants and shops. Redevelopment of catalyst sites here can revitalize underused properties and strengthen existing activity hubs.
  - ***East Wellesley Corridor District*** (AC.7): This light industrial area east of the railroad has potential for a mixed-use node, blending light manufacturing, artisan spaces, housing, and commercial services.

Goal of enhancing functionality, connectivity, and investment opportunities in the Hillyard neighborhood.



Hillyard Business District



East Wellesley Corridor District

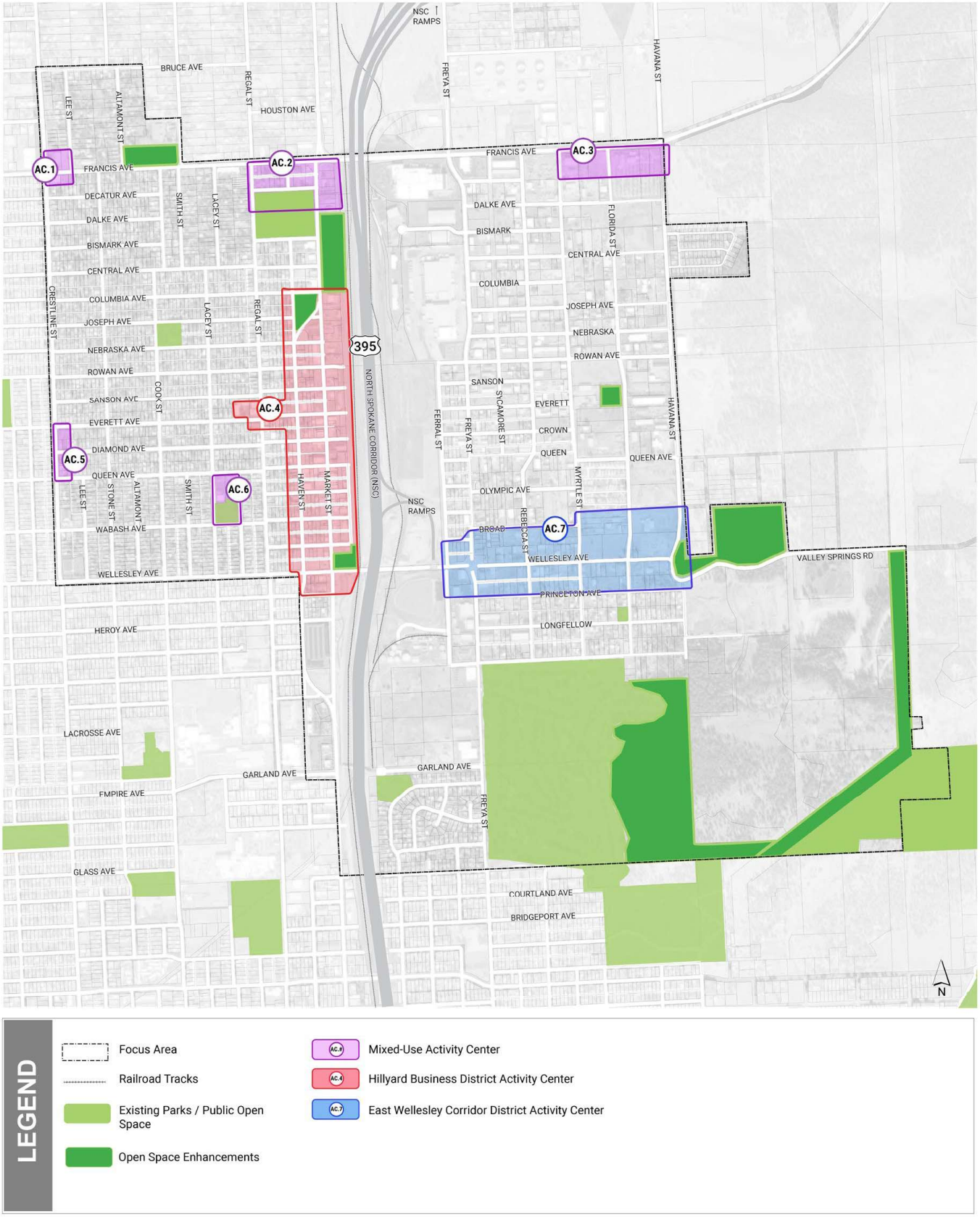


***Figure 2.5** – HIllyard Subarea Plan Activity Centers Map*

- ***Transportation Mobility Projects*** (T.#): Streetscape upgrades—like sidewalks, bike lanes, landscaping, and traffic calming—promote walkability and reduce car dependence. Applying universal design ensures accessibility for all. The City should prioritize improvements along key economic corridors using the Pedestrian Improvement Plan as a guide.
- ***Right-of-Way Vacations*** (V.#): Vacating underused public roads allows adjacent property owners to develop land that was otherwise restricted. North Sycamore Street (between Decatur and Nebraska Avenues) is a prime candidate due to its low use and redevelopment.

Streetscape upgrades—like sidewalks, bike lanes, landscaping, and traffic calming—promote walkability and reduce car dependence.







Pedestrian crossings and bike lanes



Pedestrian friendly businesses



Potential angled parking



Figure 2.6 – *HIllyard Subarea Plan Transportation Map*

- ***Utility Projects*** (U.#): To support redevelopment, new utility connections and infrastructure will be needed to accommodate new and existing residents and future businesses. The Focus Area contains four (4) separate stormwater facilities that would greatly benefit from an upgrade; these are discussed in more detail in Chapter 6.
- ***Park/Open Space Enhancements*** (P.#): Open spaces are often the sites of community events and are major focal points of community cohesion and placemaking. The Focus Area contains several open spaces that could greatly benefit from targeted enhancements. These enhancements are identified in **Figure 2.7**, and outlined in Chapter 7.



The Focus Area contains several open spaces that could greatly benefit from targeted enhancements.



Figure 2.7 – *Hillyard Subarea Plan Park/Open Space Enhancements Map*



Chapter 3

Land Use and Urban Design Element

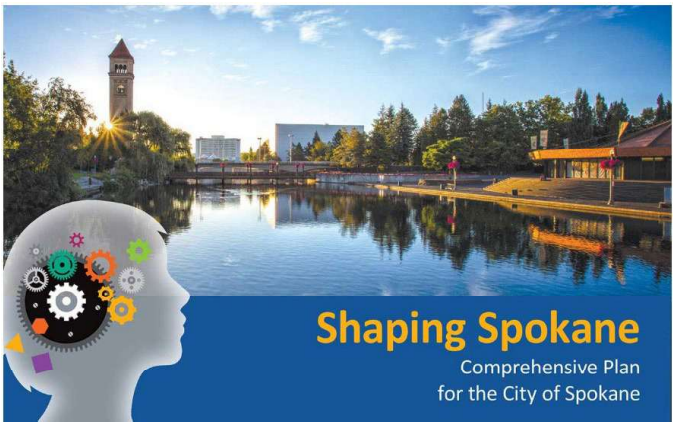
SECTION 3.1
Introduction

The Project Team has performed research to understand the prominent plans that shape the progress of development as well the zoning and development standards that currently dictate development within the Focus Area.

These findings are presented to help determine potential amendments and additions to these plans and standards that are consistent with the Hillyard Community's vision and needs as well as supportive of potential project sites.

SECTION 3.2
Land Use in the Comprehensive Plan and Other Long-Range Planning Documents

A critical component of Subarea Planning is to review and build upon other city-wide policy documents as those past planning efforts serve as a foundation for revitalization planning. Specifically, the City's Comprehensive Plan contains the land use designations and policies for properties within the municipal limits and the Yard Redevelopment Master Plan (YRMP) proposes revitalization ideas and infrastructure improvements for the eastern portions of the Focus Area.



Appendix B Plan References and Resources provides more detail on the City's Comprehensive Plan and the YRMP, respectively.

Section 3.2.1
City of Spokane Comprehensive Plan Land Use Designations

The Land Use chapter of the City's Comprehensive Plan established the City's commitment to land usage and area revitalization through city-wide goals and neighborhood policies. This serves as the supportive policy foundation for Subarea Planning in the Hillyard Focus Area. As part of this chapter, the Land Use map was developed to assign each property within the municipal limits a land use designation that defines how the land may be used, the intended development form, and which implementing zoning district can be assigned (to specific properties). The following thirteen (13) land use designations comprise the Focus Area:

- Center & Corridor Core (CC Core)
- Center & Corridor Transition (CC Transition)
- General Commercial
- Neighborhood Retail
- Neighborhood Mini-Center
- Office
- Residential 15+ (Residential High)
- Residential 15-30 (Residential Moderate)
- Residential 10-20 (Residential Plus)
- Residential 4-10 (Residential Low)
- Open Space
- Heavy Industrial (HI):
- Light Industrial (LI):

Descriptions of each of these land use designations can be found in **Appendix B**. **Figure 3.1** depicts where these land uses fall within the Focus Area.

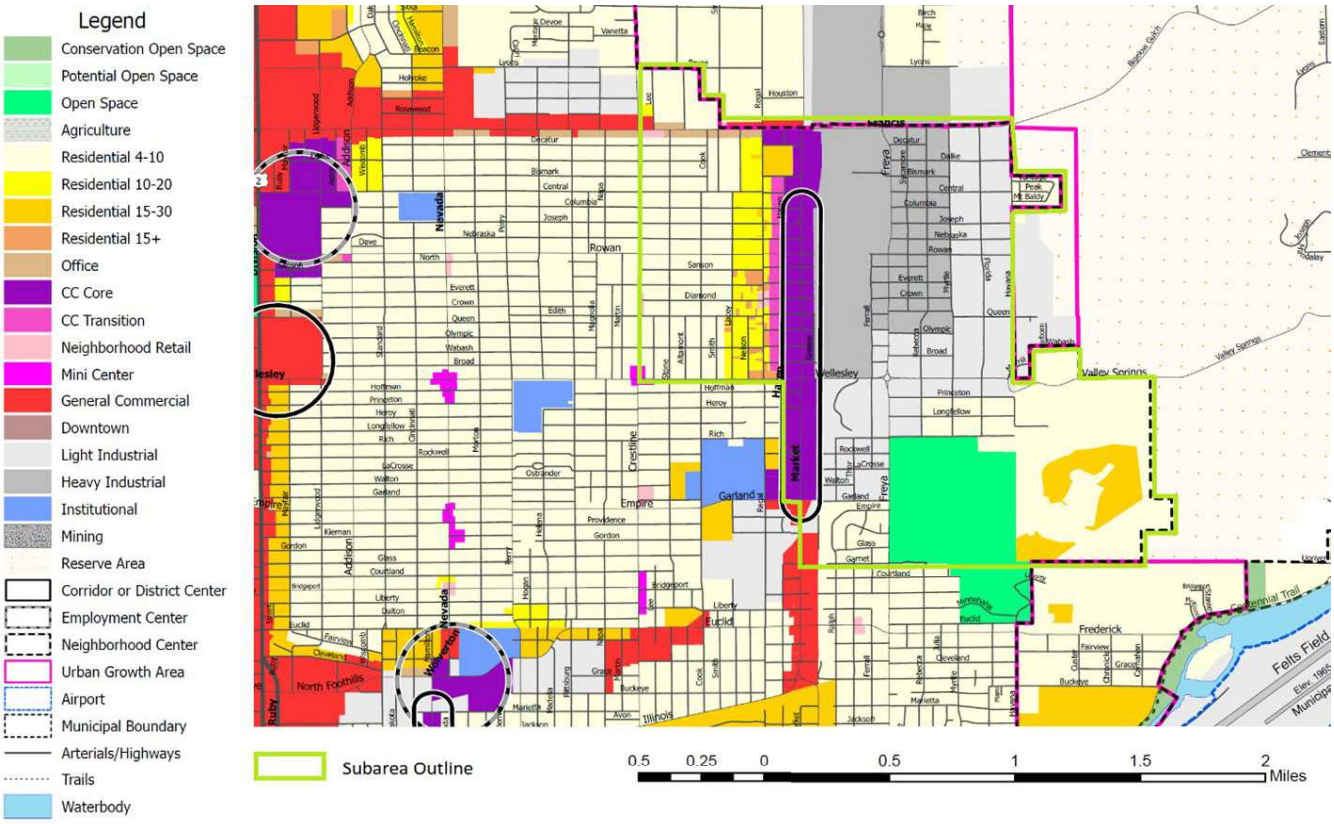


***Figure 3.1** – Current Comprehensive Plan Future Land Use Map*

As of writing this Subarea Plan, the City is undertaking a periodic update to the City's Comprehensive Plan as required by the Growth Management Act. Due in June 2026, the periodic update will identify policies and future regulations to guide the next 20 years Spokane, complying with new state legislation and community vision. The Hillyard Subarea Plan will inform updates to the Comprehensive Plan, including potential amendments to land use designations within the Focus Area.

SECTION 3.3
Current Zoning and Development Standards

The Spokane Municipal Code Title 17 details all requirements related to zoning. This title establishes standards for the design, materials, methods of construction, location and use of buildings and other improvements to land, as well as procedures for the approval, inspection, and enforcement of those standards. The Hillyard Neighborhood Focus Area overlaps eleven (11) zoning districts, and one overlay zone as shown in **Figure 3.2**. West Hillyard is made up primarily of residential zones, with commercial zoning near the Francis Street and Market Street corridors. East Hillyard is primarily zoned industrial, with residential zoning located near the Esmeralda and Beacon Hill areas. **Appendix B** describes each zoning district and overlay zone as well as summarizes the development standards for each.

The Focus Area overlaps eleven (11) zoning districts, and one overlay zone.

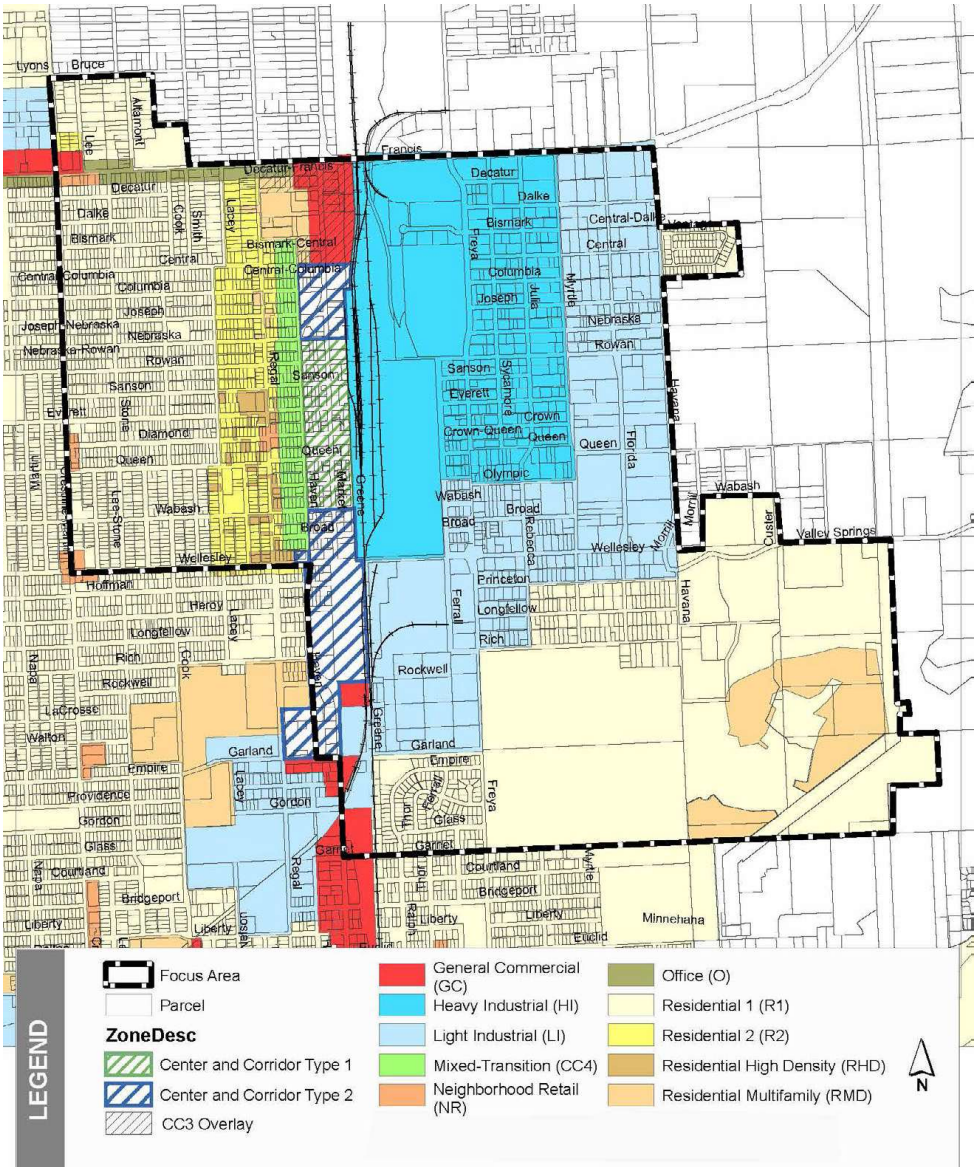


Figure 3.2 – *Hillyard Subarea Current Zoning Map*

SECTION 3.4
Preferred Land Use Alternative

The preferred land use alternative enables the changes represented in the Urban Framerwork Plan (Section 2.2). Section 2.1 identified the vision for the Hillyard area: “rediscover Hillyard’s history, assets, community, and potential through an actionable plan centered on physical enhancements, supportive infrastructure, and land use planning.”

Figure 3.3 depicts new future land use categories for the Hillyard Study Area. The changes from the current Comprehensive Plan include minor changes to the industrial designations within the Yard, an Employment Center designation over much of the Wellesley Planning Area, open space designations over the North Hill reservoir, and a Neighborhood Mini Center south of Valley Spring Road within Beacon Hill.

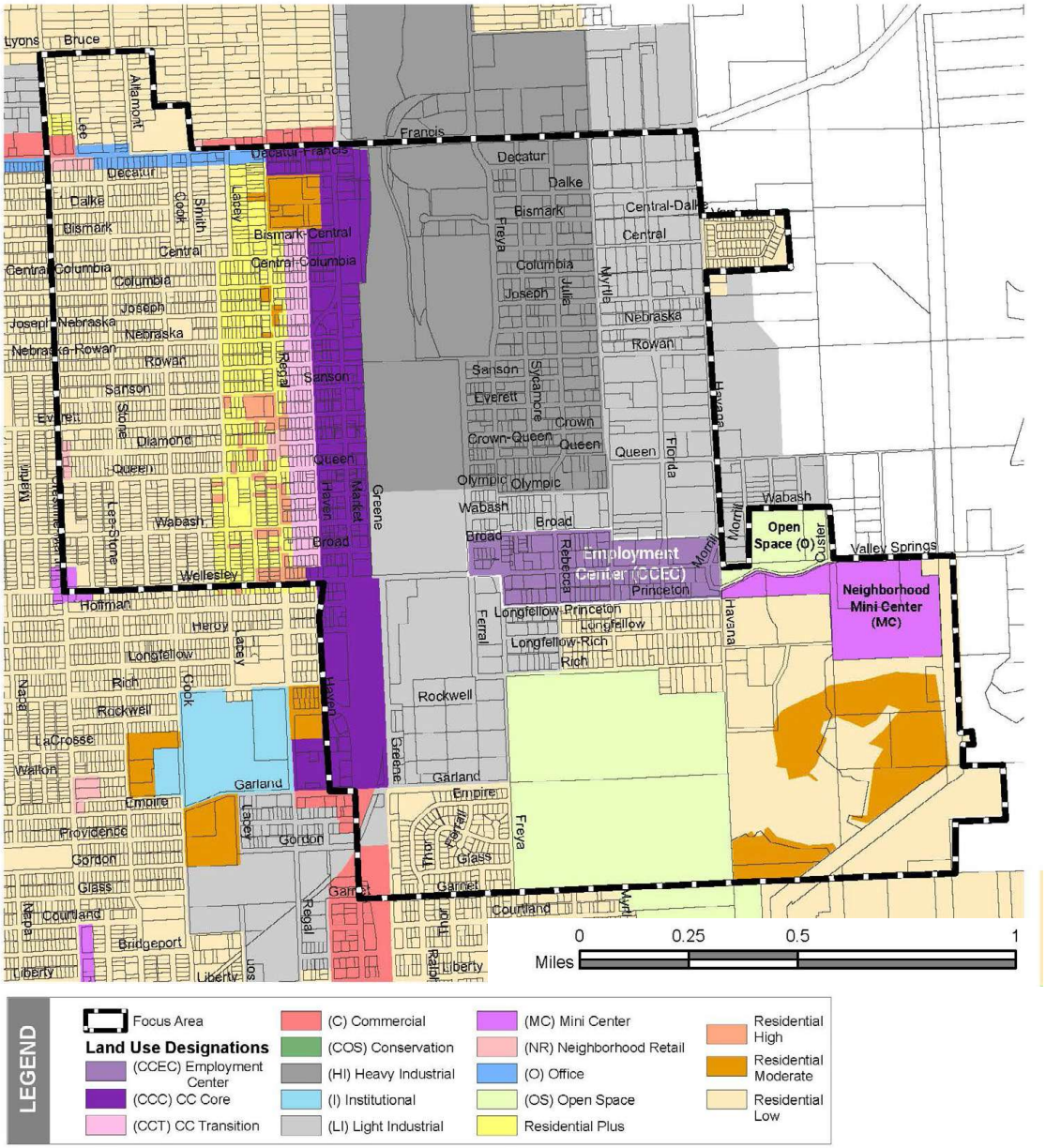


***Figure 3.3** – Hillyard Subarea Preferred Land Use Alternative Map*

SECTION 3.5
Area Need, Prospects, and Potential

Based on the UFP's designated Catalyst Sites, the Project Team generated the redevelopment potential for those properties based on the vision, future land use categories, and site conditions. These redevelopment estimates can help the City/NEPDA and property owners plan for supportive land use/ zoning designations, services/infrastructure, and marketing/incentive programs.

It is important to note that these estimates represent the maximum potential development of the catalyst sites, not the likely amount of development within the planning horizon. The Public Financing Strategy Report in Appendix G provides more detail on assumptions about the pace of buildout of the Catalyst Sites.

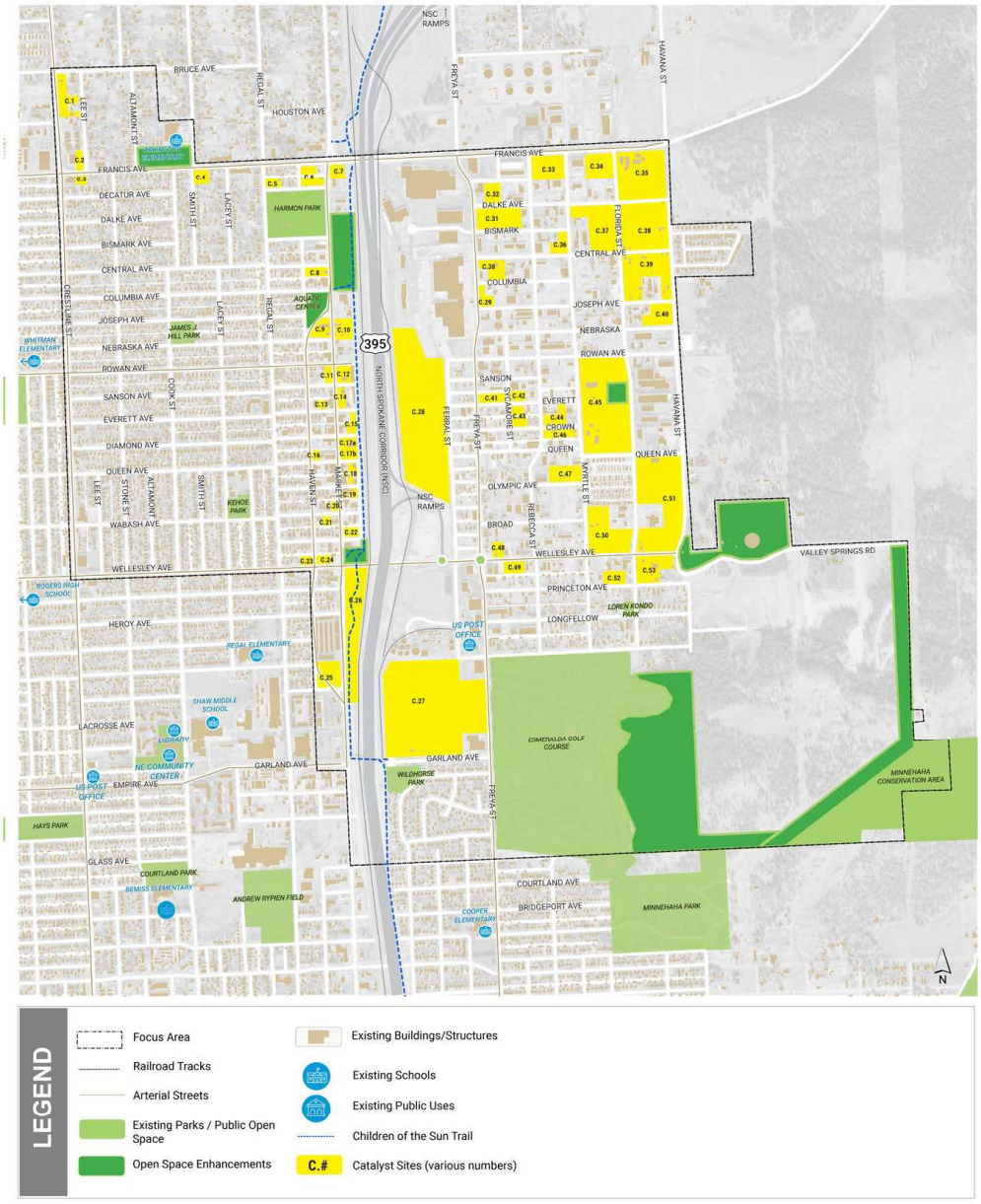


***Figure 3.4** – Hillyard Subarea Plan Catalyst Sites Map*

Section 3.5.1 Redevelopment Potential

To calculate the redevelopment potential of a site, several assumptions had to be made. At the time of this plan, the City is updating the Comprehensive Plan, and reviewing many of the zoning districts that will apply to the Hillyard area. The redevelopment estimates in this Subarea Plan are based on future land use guidance from the current Comprehensive Plan. The following specific assumptions apply:

TABLE 3.1 – REDEVELOPMENT ASSUMPTIONS

		FAR (with amenities) and Density Assumptions						
Future Land Use Category, 2017	Zoning District	Non-Residential	Residential	Combined	Assumed FAR	Maximum Density (Units per acre)	Assumed Density-Low (Units per acre)	Assumed Density-High (Units per acre)
Res Low	R-1					10	6.5	8.5
Res Moderate	RMF					30	19.5	25.5
Res High	RH					30	19.5	25.5
Res +						20	13	17
Office	O	0.8		0.8	0.5			
Center & Corridor Employment Center	CC1-EC	3.0		3.0	2.0	44	28.6	37.4
Center & Corridor Core[1]	CC1	1.0		3.0	2.0			
	CC2	0.8		2.3	1.5			
	GC	2.5		2.5	1.5			
Center & Corridor Transition	CC4[2]	0.5		1.5	1.0	22	14.3	18.7
Commercial	GC	2.5		2.5	1.6			
Heavy Industrial	HI[3]	0.4		0.4	0.3			
Light Industrial	LI[3]	0.4		0.4	0.3			
Neighborhood Mini Center	NMU[4]	1.0		1.0	0.7	30	19.5	25.5
Neighborhood Retail	NR[5]	0.8		0.8	0.5	22	14.3	18.7

1 Use existing parcel zoning

2 In the CC4 zone the FAR for all nonresidential uses may not be greater than the FAR for the residential uses located on the same parcel. Nonresidential uses are limited to a maximum of three thousand square feet per parcel.

3 Code does not list FAR limits: for Subarea Planning purposes, a 40% FAR was applied for all HI and LI zones

4 No residential density listed in NR district. Comp plan describes the Mini-Center district as also including high-density residential (higher than Neighborhood Retail), so assumed same density as RH.

5 No residential density listed in NR district. Comp plan describes the Neighborhood Retail district as also including "higher-density residential", so assumed same density as Res+ here.

Section 3.5.2
Redevelopment Assumptions

Based upon the assumptions in **Table 3.1**, the existing characteristics of the catalyst sites, and the preferred future land use alternative presented in Section 3.4, we estimate the total development potential of the study area as follows:

TABLE 3.2 - CATALYST SITES DEVELOPMENT POTENTIAL

	Acres	Square Feet (SF)	Non Residential (sf)	Residential (sf) Low	Residential (sf) High	Dwelling Units Low	Dwelling Units High
Total Estimates	**187.4**	**8,160,966**	**6,439,708**	**1,701,834**	**2,391,166**	**1,702**	**2,391**

Section 3.5.3
Market and Economic Conditions

A market study of the Focus Area was conducted to inform the area-wide planning process. Key findings listed by topic are outlined below; the full study is found in **Appendix J.**

Population and Employment

- ***Modest Population Growth:*** The Focus Area, currently home to 9,686 residents, is projected to grow by just over 3% in 10 years (0.32% annually), compared to 8% citywide growth in Spokane. The Focus Area has the potential to absorb a higher proportion of the city's population growth through new development projects and infrastructure improvements such as the NSC project.
- ***Housing Demand:*** Up to 434 new housing units will be needed in the next decade, along with substantial renovation of about 414 existing units to keep them market-ready.
- ***High Employment Growth:*** The Focus Area is expected to add over 1,000 jobs in the next 10 years (1.8% annual growth), aligning with broader trends in Spokane County.
- ***Need for Commercial Space:*** Job growth could drive demand for up to 400,000 square feet of commercial and employment space over the next 20 years, including office, industrial, retail, and institutional uses.
- ***Income Disparity:*** Median household income is $41,000 in West Hillyard (28% below city median) and $61,000 in East Hillyard (7% above city median).
- ***Housing Affordability:*** About 26% of households are cost burdened. Renters are especially affected, with 47% spending over 30% of income on housing, highlighting the need for more affordable rental options.

Development Forecasts and Available Land

- ***Land Availability:*** The Focus Area has 622 acres of undeveloped or unoccupied land—more than enough to meet the projected 10-year demand of 108 acres, resulting in a surplus of 514 acres.
- ***Commercial Development***: Land zoned to allow commercial and industrial uses exceeds projected needs, with a 514-acre surplus available for employment-related growth.
- ***Residential Development:*** Over 230 acres are available for residential use, easily covering the forecasted 73-acre demand over the next decade. This includes mixed-use zoned land.
- ***Opportunity Sites:*** The Project Team identified 53 catalyst sites; these are identified in **Appendix G**. Of the catalyst sites, 22 were identified as 'opportunity sites' due to being underutilized. The opportunity sites total 217 acres; which could meet all forecasted commercial demand and 8% of residential demand.

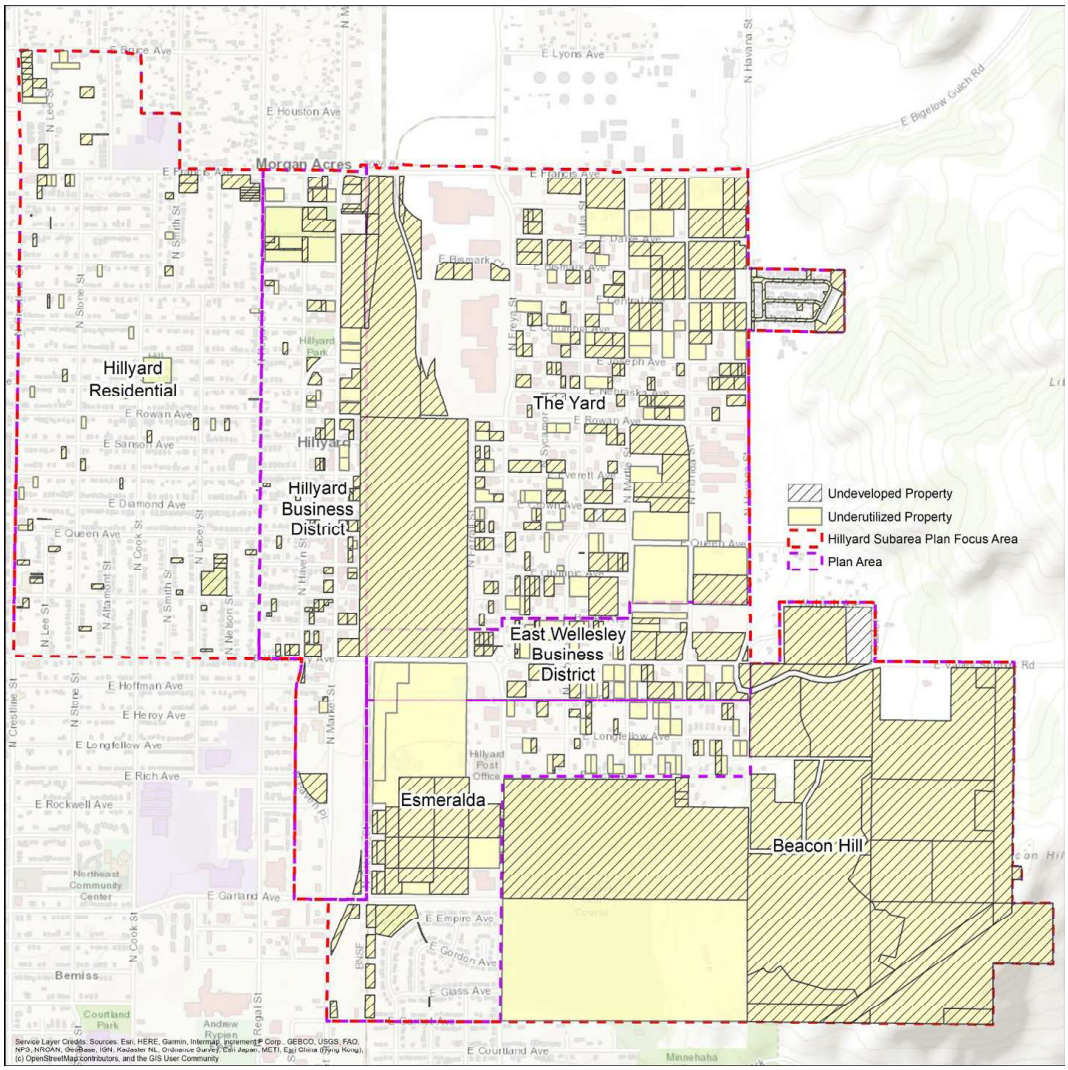


Figure 3.5 – *Hillyard Subarea Undeveloped and Underutilized Properties Map*

SECTION 3.6
Land Use and Urban Design Strategies

In addition to the specific projects recommended within the Urban Framework Plan, this section presents more general land use and urban design strategies to be implemented within the City's regulatory framework.

Section 3.6.1
Supportive Comprehensive Plan Amendments

The preferred land use concept, shown in **Figure 3.6**, depicts some changes that will be required of the Comprehensive Plan's future land use map. Specifically, recommended amendments to the future land use map include:

- Change the area labeled Employment Center (CCEC) from Light Industrial to CCEC.
- Change the area labeled Potential Open Space (O) from Residential Low to O.
- Change the area labeled Neighborhood Mini-Center (MC) from Residential Low to MC.

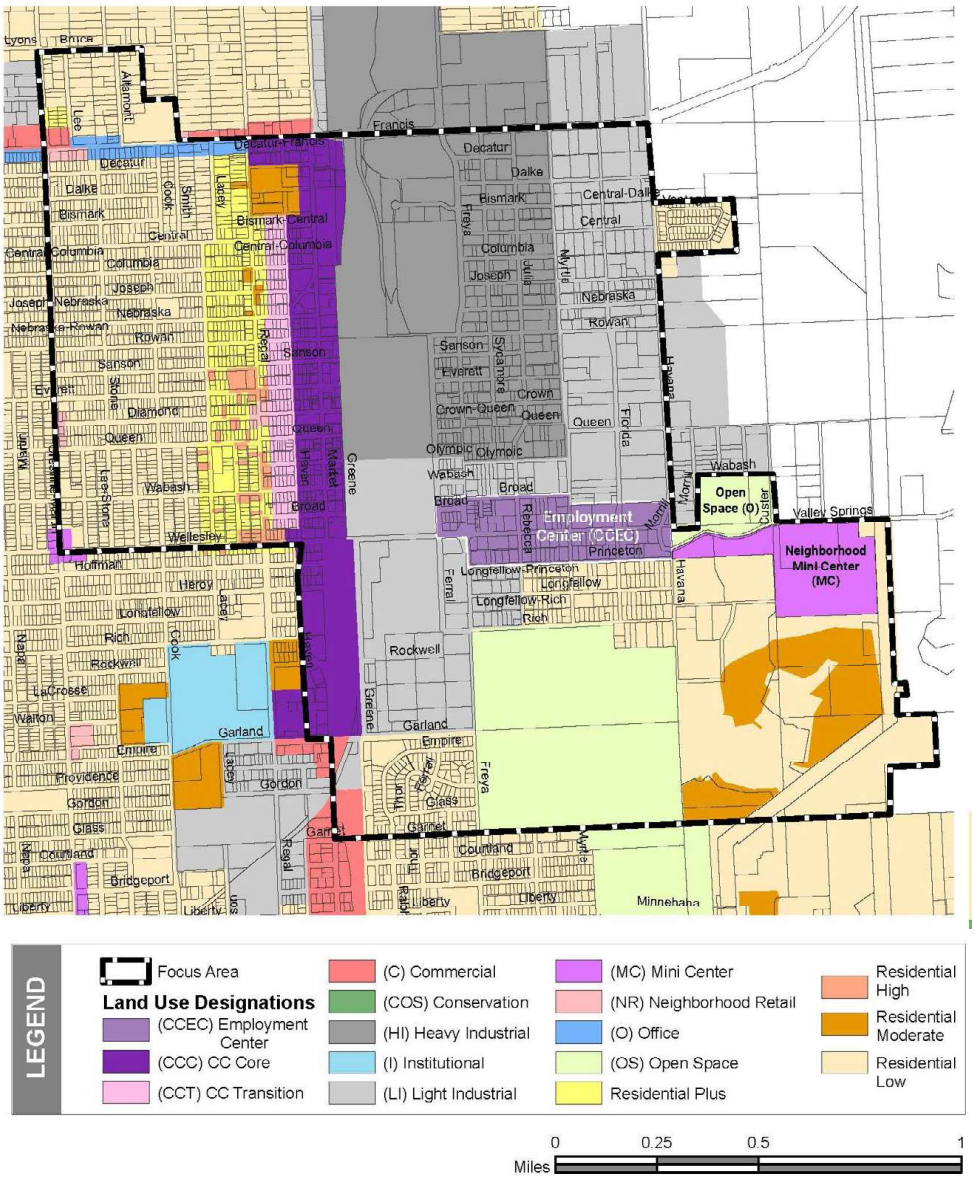


***Figure 3.6** – Hillyard Subarea Preferred Land Use Alternative Map*

Section 3.6.2
Supportive Zoning and Map Amendments

Currently, the City is examining the Corridors and Centers, which is both a land use and zoning approach within the city. This study will provide recommendations to inform both the comprehensive plan and development regulations. Because of this ongoing work, this Plan does not make specific recommendations for zoning changes within the study area.

Key recommendations in the Corridors and Centers study will center around:

- Creation of a new family of mixed-use zones for centers and corridors, including zones that could apply outside of the designated Centers and Corridors in the land use plan.
- Emphasizing maximum building heights and height transitions in each of the mixed-use zones.
- Updates to block frontage standards along pedestrian-oriented streets that include allowable uses, transparency requirements, weather protection areas, prohibition of freestanding signs, and more.
- Reduced block size and enhanced connectivity standards for large lot development.

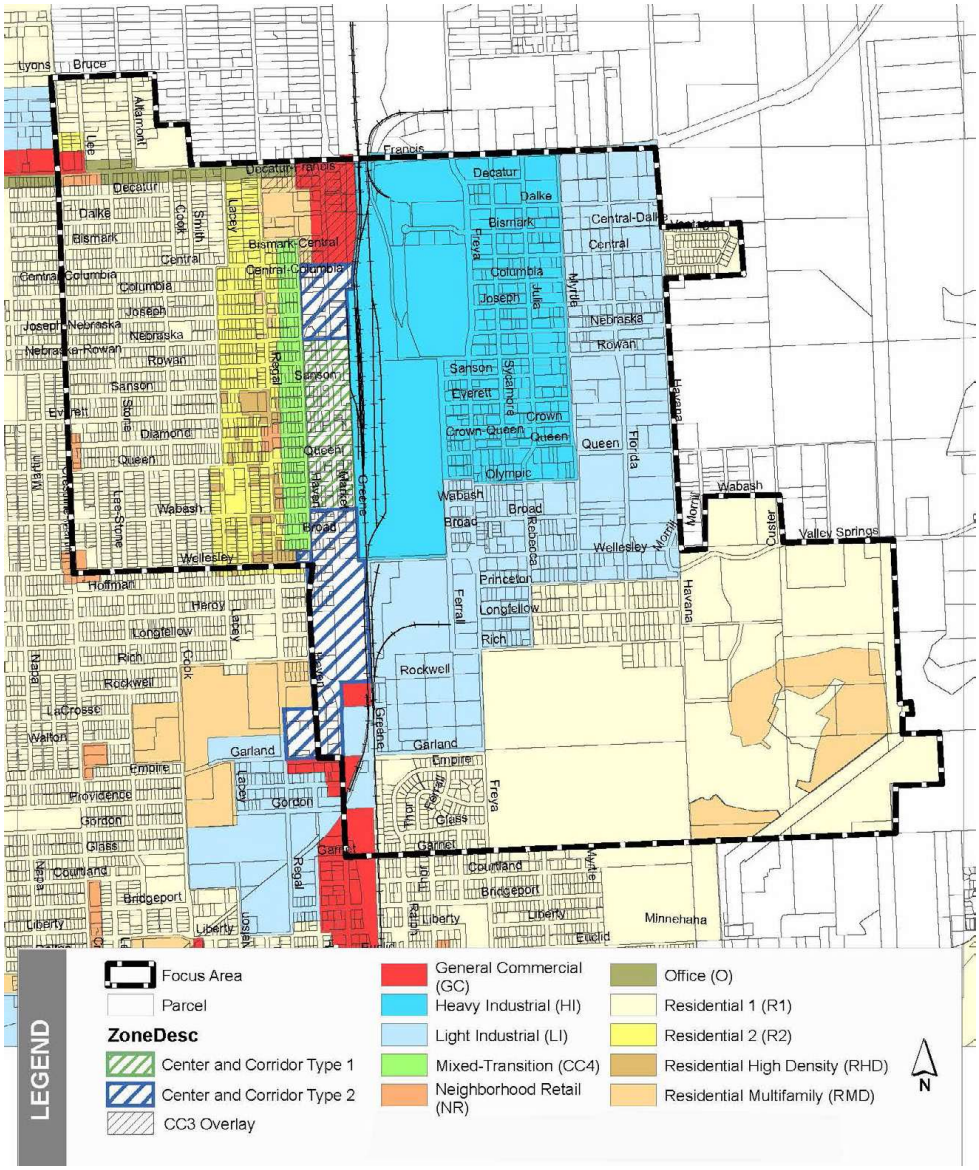


***Figure 37** – Hillyard Subarea Current Zoning Map*

Section 3.6.3
Other Supportive Land Use/Urban Design Strategies

In addition to amendments to the comprehensive plan and zoning ordinance, the following strategies can support the successful redevelopment and revitalization of the Hillyard area:

- Create design standards for the public realm outside of the zoning ordinance. These standards should guide public investments during street projects and may include streetscaping, sidewalks and/or multi-use trails.
  - Street design standards for industrial areas
  - Street design standards that include modifications to implement complete streets principles
- Implement Crime Prevention Through Environmental Design principles to reduce both crime and fear of crime. Applicable principles include:
  - Lighting, landscaping, and clear sight lines to enhance natural surveillance
  - Use of barriers such as fencing or plantings to provide orientation and a pedestrian-friendly environment, discouraging would-be offenders by making non-compliance obvious
  - Use of physical attributes like art, signs, landscaping and more to define areas of “ownership” and care.
  - Increasing physical maintenance and code enforcement in the area, using low-maintenance landscaping materials, removal of trash, and other programs to maintain a clean and orderly environment
  - Ensure access to goods and services by designing pedestrian amenities, public parks, transit, employment and housing areas together.
- Create evaluation criteria for when a right-of-way should be vacated.
- Build on existing, or previously existing, façade improvement programs for existing businesses.
- Consider programs, both enforcement and incentives, to increase property maintenance.
- Consider performance-based zoning standards to ensure that industrial and large employment uses are good neighbors to commercial and residential areas.

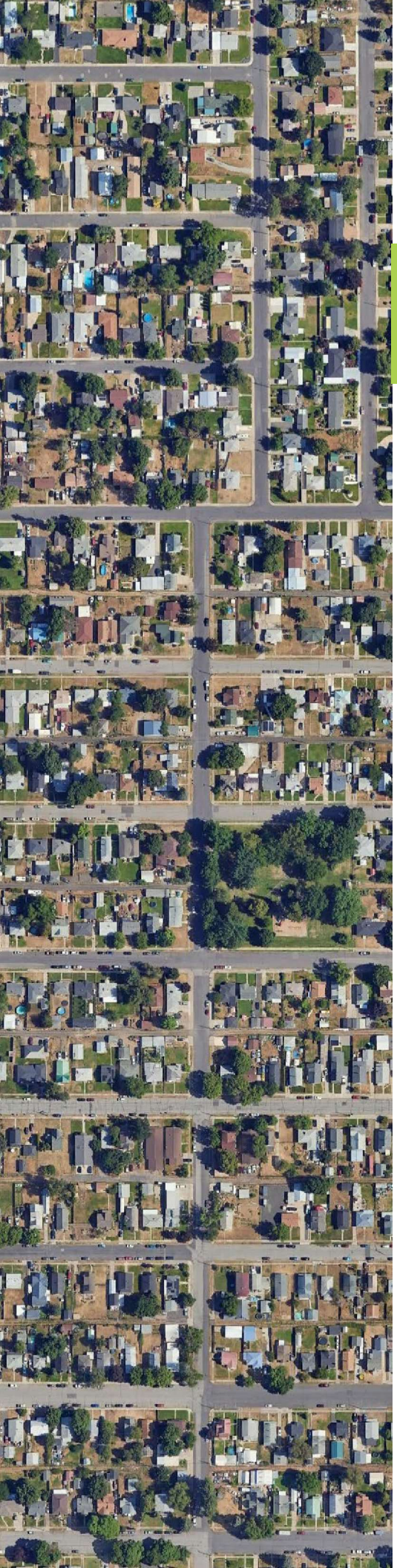


- Activity Center Designation: Designate areas within each Plan Area that are prime for redevelopment as activity centers (see **Figure 3.6**).
  - Hillyard Business District - AC.2 and 4.
  - Hillyard Residential - AC.1, 5, 6.
  - The Yard – AC.3.
  - Wellesley Business District – AC.7.
- Specific strategies for the Hillyard Business District Plan Area:
  - ***Mixed-use Development:*** Prioritize a variety of uses by concentrating mixed-use development at activity centers and catalyst sites.
  - ***Zoning:*** Utilize zoning to direct the type, location, and density of development to help realize the Plan Area's vision by aligning current zoning with the future land use plan. Create flexible zoning language that allows for a variety of employment, residential, and commercial uses including mobile vendors.
  - ***Transitional Development:*** Harmonious Development: Create performance standards, including criteria for when they are triggered, that minimize noise, vehicular traffic, and other impacts on adjacent neighborhoods.
  - ***Facade and Site Enhancements:*** Establish a program that incentivizes property owners to improve their site and exterior building facades. This program can include financial grants, historic preservation grants, tax incentives, and design assistance to encourage participation and ensure high-quality improvements.



Figure 3.6 *– HIllyard Subarea Plan Activity Centers Map*





Chapter 4

The Housing Element

SECTION 4.1
Introduction

One important objective of this plan is to enhance livability by providing affordable housing so that as the Hillyard area improves, existing residents are not displaced. The City has done significant work recently to promote the development of more housing. This chapter summarizes those initiatives, provides background on the current state of housing, and recommends strategies for the city and its partners to do even more.

SECTION 4.2
Current Housing Supply and Characteristics

This section provides a snapshot of the housing supply and characteristics specific to the Focus Area, including housing units and tenure, housing types, and unit size. Information in this section is based on readily available census data accessed in July 2023, which may differ slightly from the City's Housing Action Plan adopted in July 2021. A full analysis of housing supply and demand can be found in the Market Study in **Appendix J**.

Section 4.2.1
Housing Units and Tenure

The Focus Area contains 5,304 housing units, with a 97% occupancy rate—58% owner-occupied and 42% renter-occupied. This ownership rate is slightly higher than the City of Spokane but about 5% lower than Spokane County and Washington State.

Most housing in the area is older, with 79% built before 1980 and 21% built since. Homes built before 1978 may contain lead-based paint, which can be managed with proper care. An aging housing stock also requires ongoing maintenance and, in some cases, significant repairs.

Section 4.2.2
Housing Types

The majority (76 percent) of housing types within the Focus Area are single unit, detached homes. Housing with 20 or more units make up the second largest percentage at 7 percent. Three and 4-unit buildings make up 4 percent. Single unit attached homes make up 3 percent of the housing. Finally, the remaining 10 percent of housing types are comprised of 2-unit, 5- to 9-unit, 10- to 19-unit, and manufactured housing, which individually make up less than 3 percent of the housing share (1 percent, 3 percent, 3 percent, 3 percent, respectively).

TABLE 4.1 - HOUSING TYPES, WITHIN FOCUS AREAS CTS Number/Percent of Housing Units by Geographic Area								
Housing Characteristic	WA State	Spokane County	CT 2.01[1]	CT 2.02 [1]	CT 16[2]	CT 144[3]	Focus Area CTs[4]	City of Spokane
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
1 unit, detached	63.00%	65.30%	68.60%	75.60%	62.60%	92.50%	76.09%	63.60%
1 unit, attached	4.10%	3.40%	8.70%	2.80%	1.60%	0.80%	3.29%	2.80%
2 units	2.30%	2.40%	2.30%	1.50%	1.30%	0.00%	1.14%	3.10%
3-4 units	3.60%	3.00%	3.50%	6.00%	10.00%	0.00%	4.40%	4.10%
5-9 units	4.40%	4.20%	2.70%	6.00%	5.00%	0.00%	2.92%	5.30%
10 to 19 units	4.80%	5.80%	0.70%	1.30%	9.40%	0.00%	2.89%	6.20%
20+ units	11.70%	10.30%	12.00%	6.20%	10.20%	0.00%	6.63%	13.30%
Mobile home	5.90%	5.30%	1.50%	0.00%	0.00%	6.70%	2.67%	1.60%
Boat, RV, van, etc.	0.20%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

[1] Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.
[2] Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).
[3] Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).
[4] Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.
Source: US Census / American Community Survey 2021-5-year estimates

Like many communities across the United States, the Focus Area has a lack of 'Missing Middle Housing' – types that fall somewhere in between single-unit homes and mid-rise or higher-unit apartment buildings. With three-fourths of the housing in the Focus Area comprised of single detached units, housing choice is greatly limited in this area. A lack of diversity in housing types can create a mismatch between preference and reality, and it can also lead to – like tenure mix – a lack of diversity in the neighborhood in terms of age, income, and household type.

Within the Focus Area, there is extensive opportunity to increase housing type diversity, whether it be through redevelopment, existing housing conversion, or adding units on existing residential lots, for example, by way of accessory dwelling units.



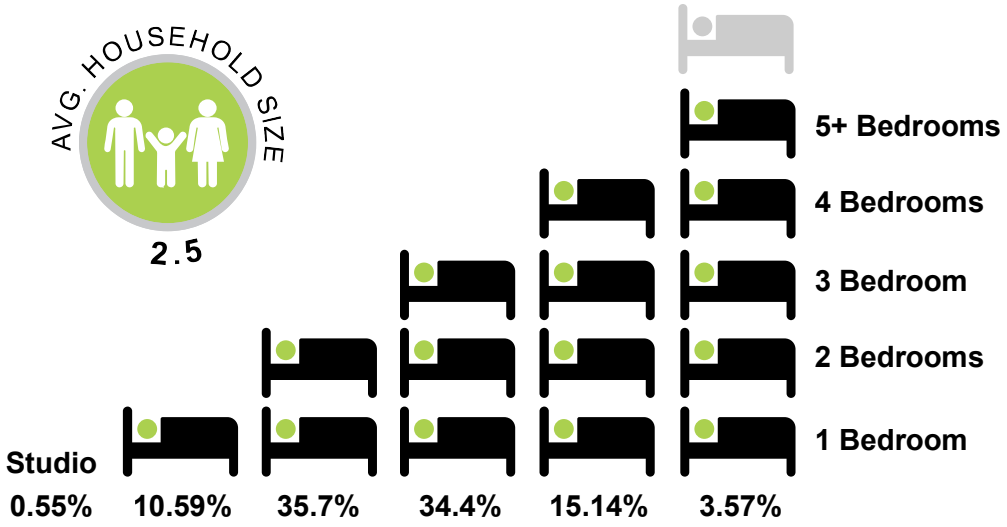


Credit: Google Earth Streetview

Section 4.2.3
Unit Size

The Focus Area has a range of housing unit sizes. Approximately 70 percent are either 2 or 3 bedrooms (35.70 percent and 34.44 percent, respectively). 4-bedroom units are 15.14 percent. One-bedroom units make up 10.59 percent of the housing stock. Finally, 3.57 percent of units have 5 or more bedrooms, and less than 1 percent (0.55 percent) of the units do not have a bedroom(studio units).

The Focus Area has an average household size of 2.5 people, and an average family size of just over 3 people.



As with housing tenure and type, too much of one unit size in terms of number of bedrooms limits choice and impacts the diversity of people found within a neighborhood.

Additionally, neighborhoods with a diverse range of unit sizes will attract diverse households into the neighborhood but also allow them to move and stay within the neighborhood for longer periods of time as the needs and space of households and families change.

With 70 percent of the housing in the Focus Area consisting of 2- and 3-bedroom units, there is opportunity to add housing in this neighborhood on either side of the spectrum – studio and 1-bedroom units, as well as 4+ bedroom units.

Section 4.2.4
Housing Cost and Affordability

For the Focus Area, the median household income ranges from $37,330 to $60,850. Three of the Census Tracts (CTs) are below the City's median household income of $65,016, and all CTs are below both the County and State levels. *(source: 2020 US Census)*

The average household poverty rate for the Focus Area is 18.5 percent. The poverty rates for the Focus Area are higher compared to the City, County, and State.

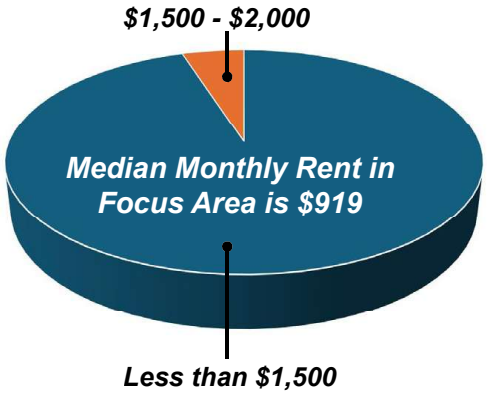


4.2.4.1. Affordability, Renter-occupied units

Median monthly rent in the Focus Area is $919, which is slightly below the Citywide and County median rent, and much lower than the statewide median rent. Approximately 95 percent of monthly rental rates are less than $1,500, and based on 2021 data, no rental rates are above $2,000.

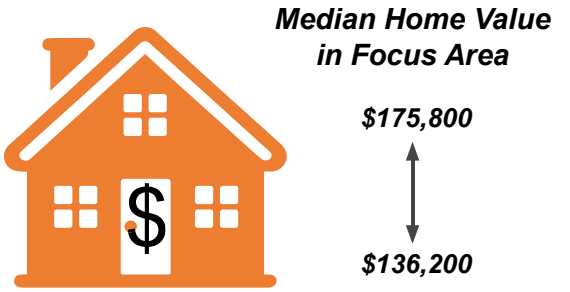
Nearly half of the people living in the Focus Area (47.6 percent) are cost-burdened households, households where gross rent is equal to or over 30 percent of household income. Approximately 34 percent of households spend 35 percent or more of their income on rent.

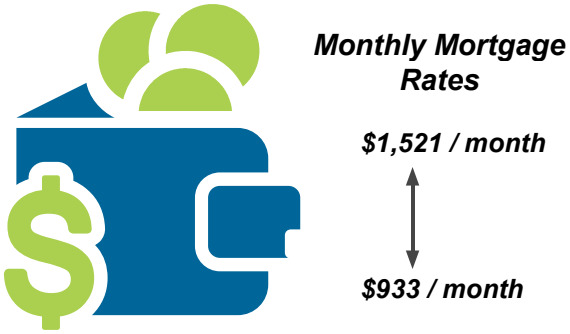
Rental housing units that are more affordable to those at lower income levels are in great need within the Focus Area.



4.2.4.2. Affordability, Owner-occupied units

The median home value in the Focus Area ranges between $136,200 and $175,800, which is lower than the city, county, and statewide home values. Approximately 35 percent of residents have paid off their mortgages. Of those units with a mortgage, 97 percent are paying less than $2,000 monthly. Based on the median household income ranges in Section 7.2.4, and the 30 percent rule, a household should be spending between $933 and $1,521 in monthly mortgage rates. In addition to renters in the Focus Area, there are also homeowners that are housing cost burdened.





SECTION 4.3
Housing Demand

The City's Housing Action Plan included a Housing Needs Assessment, which is summarized below.

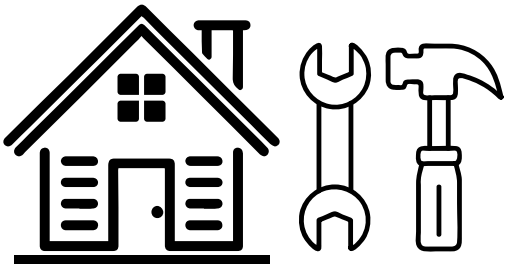
Spokane is experiencing steady population and job growth, with an estimated need for at least 6,800 new housing units over the next 20 years. Demographic shifts—particularly among baby boomers and millennials—are increasing demand for smaller homes and assisted living options. However, current housing is dominated by single-family homes and larger multifamily buildings, limiting choices.

The Comprehensive Plan and Housing Action Plan call for expanding "missing middle" housing—such as townhomes, duplexes, and accessory units—especially in lower-density zones, to improve affordability and meet diverse needs. The Housing Action Plan also recommends policy and code changes to support this goal.

In the Hillyard study area, 434 new housing units are needed by 2033, along with rehabilitation of 414 existing units to maintain supply. This represents a 12% increase, with an annual absorption rate of 43 units—significantly higher than the current average of 7 new units per year.



434 New Housing Units needed by 2033



Rehabilitation of 414 existing units to maintain supply



12% increase with absorption rate of 43 units annually

Housing examples that can be built in Hillyard



SECTION 4.4
Current City Housing Polices

This section includes housing-related goals and policies/strategies adopted as part of the City's Comprehensive Plan (2017) and Housing Action Plan (2021). Both citywide documents contain goals and policies or strategies that the City has committed to that must be considered in tandem with this Subarea Plan.

Section 4.4.1
City of Spokane Comprehensive Plan Housing Goals and Policies

The City's Comprehensive Plan details specific goals and policies for ensuring diverse, affordable, and equitable housing selections for its residents. The following is a summary of the housing policies relevant to the Focus Area.

- ***Efficient Growth:*** Focus new housing in areas with existing infrastructure and services.
- ***Equity & Inclusion:*** Encourage socioeconomic integration and mixed-income developments citywide.
- ***Affordable Housing:*** Require affordable units in new developments, support funding sources, and assist in developing low-income housing.
- ***Housing Diversity:*** Expand housing types including townhomes, accessory dwelling units (ADUs), manufactured homes, and single-room occupancy units.
- ***Individuals with additional needs & Senior Housing:*** Support housing for seniors and individuals with special needs, ensuring geographic distribution and accessibility.
- ***Rehabilitation & Preservation:*** Provide support for housing rehabilitation and preservation beyond code requirements.
- ***Connectivity:*** Link housing with transportation, jobs, education, and services to enhance livability and reduce barriers.

More detail on each of these housing policies and their respective goals can be found in **Appendix B**.

Section 4.4.2
City of Spokane Housing Action Plan (HAP) Goals and Strategies

The HAP identifies actions that the City can implement to support increased housing options and create more homes for more people. Below is a summary of the strategies from the HAP:

- ***Expand Housing Supply***
  - Encourage diverse housing types, especially missing middle housing.
  - Increase affordable housing to support mixed-income neighborhoods.
  - Simplify permitting processes.
  - Focus development near transit, centers, and corridors.
  - Update ADU standards for flexibility.
  - Use public/partner-owned land for affordable housing.

- ***Preserve Existing Housing***
  - Strengthen code enforcement for safety and quality.
  - Align resources to maintain affordable housing.
  - Protect and support renters.
  - Monitor short-term rentals to reduce negative impacts.
- ***Promote Equity and Access***
  - Remove barriers to housing for underserved groups.
  - Address racial disparities in housing.
  - Support low-income homeownership stability.
- ***Strengthen Planning and Partnerships***
  - Align growth with the Comprehensive Plan.
  - Collaborate across sectors (health, education, transit) to support housing goals.
  - Improve use of housing data for informed decision-making.

More detail on each of these housing policies and their respective strategies can be found in Section I.6.1 of **Appendix I** Plan References and Resources.

Section 4.4.3
Building Opportunity and Choices for All (BOCA) and Building Opportunity for Housing (BOH)

To support the goals listed in the HAP to increase housing supply, an interim zoning ordinance, BOCA, was proposed to quickly permit and encourage more housing types in response to rising rents and home prices. The BOCA pilot program is a one-year initiative intended to modify residential zoning to facilitate more diverse housing types in Spokane neighborhoods. Throughout the program, Planning Services staff collaborated with stakeholders and community members to develop permanent changes to the zoning code in order to improve housing choices for residents. Interim regulations were in effect between August 2022 and December 18, 2023, and provided the following:

- Duplexes, triplexes and fourplexes city-wide
- Townhomes (“attached homes”) allowed on all residential lots with no cap on number of townhomes, except in the Residential Agriculture (RA) zone
- Modified lot development standards to control building bulk and placement for detached single-family homes, duplexes, townhomes, triplexes and fourplexes to support the construction of middle housing types
- Unit density calculations for all projects approved under the pilot are permitted to round up
- Specific incentives for mixed-use residential construction in the Center and Corridor Zones were also included:
  - Modified building standards for development that are made up of at least 50% residential units to make construction more feasible
  - Reduce vehicle parking requirements for the residential floor areas
  - Floor area ratio and building height increases

While the BOCA initiative provided an immediate response to housing supply, it was only a temporary solution. The Building Opportunity for Housing (BOH) program was intended to address this issue by introducing more permanent amendments and policy changes to the Comprehensive Plan and Municipal Code to enhance housing choice, specifically to promote the development of middle housing and increase opportunities for home ownership. BOH permanently went into effect in Winter 2023, following Comprehensive Plan Amendments (Phase 1) and Municipal Code Amendments (Phase 2). These amendments included:

- Design standards for single-unit detached homes and Middle Housing developments
- No parking required for residential uses within ½ mile of a transit stop
- No lot density maximums for lots less than 2 acres
- Reduced lot size minimums
- Expanded Unit Lot Subdivision process to allow for greater site flexibility
- Implementation of footprint and impervious surface maximums
- Increased building height and reduced front and rear setbacks for some zones

SECTION 4.5
Housing Strategies

In addition to increasing supply, it is a priority to prevent displacement of current residents of the area as improvements and redevelopment happen. There are also further regulatory and incentive-based strategies that can help housing production in the Hillyard area.

Section 4.5.1 Anti-Displacement Strategies

Because the Hillyard area has a supply of naturally occurring affordable housing, and a significant population that is housing-cost burdened, it is important to approach redevelopment and revitalization with an eye toward keeping people in their neighborhoods. According to the Housing Displacement Risk Assessment done by the City in 2021, the Hillyard area has a very high risk of displacement due to socioeconomic status. As shown in **Figure 4.2**, displacement is tied to rising property values as new investment comes to a neighborhood.



***Figure 4.1** – Types of Anti-Displacement Policies (source: South Logan TOD Housing and Anti-Displacement Plan)*

Tools that can help with the anti-displacement priority include:

- Utilize a template development agreement which includes a checklist of priorities specific to Hillyard that would govern development or redevelopment over a certain size threshold.
- Establish a Community Preference policy which allows preference for existing residents in applications for new affordable housing units in the Hillyard neighborhood.
- Create a rental assistance fund to minimize displacement impacts on the most economically vulnerable. The fund would be available to residents needing relocation cost assistance or to cover security deposits or moving expenses.
- Utilize the Spokane Low Income Housing Consortium to acquire land for affordable housing.
- Explore the creation of a Hillyard Business Improvement District (BID), which would have the power to collect revenues and directly support initiatives which mitigate displacement of local businesses.
- Adopt a series of anti-displacement metrics that can be monitored throughout the implementation of this plan. Examples include: preserved housing units affordable to at or below 50% AMI; at-risk (for displacement) individuals served by financial technical assistance programs; or number of long-term designated affordable home ownership opportunities created (down payment assistance, new construction) or preserved (foreclosure assistance, home repair, mortgage assistance).

Section 4.5.2
Regulatory Strategies

The following strategies should also be considered to build on the City's previous work:

- Include flexibility in housing types allowed in the corridors and centers districts, currently being studied.
- Review design standards to minimize standards that increase housing costs but do not produce desired, priority outcomes.
- Reduce or eliminate requirements for ground floor retail in mixed-use developments in the Hillyard area, including in applicable corridor and center zoning districts. Market demand for bricks-and-mortar retail is unpredictable and can present a financial hardship to developers.

Section 4.5.3
Incentive and Other Strategies

The city is currently using all available incentives for housing allowed by Washington state law. These strategies should be targeted to the specific housing needs of current and future Hillyard residents.

- Target financial incentives to the production of studio and one-bedroom units, the type identified as most needed in the Market Study.
- Consider public-private partnerships with employers looking to add new employment opportunities to provide affordable housing to workers in Hillyard.



Chapter 5

The Transportation & Mobility Element

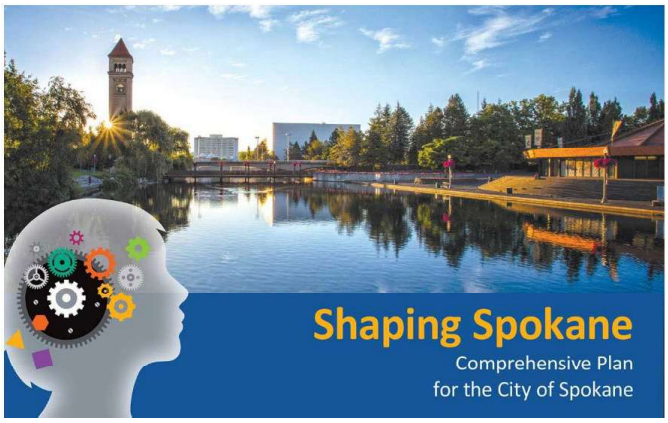
SECTION 5.1
Introduction

The infrastructure that supports our movement within a community plays a pivotal role in shaping the character and vibrancy of that place. A well-designed, connected, accessible, and multimodal transportation system has the power to drive economic growth, enhance social equity, and elevate the overall quality of life for residents. For communities like Hillyard to thrive, there is value in creating a multimodal transportation network that services a variety of users, ranging from motorists to pedestrians. Through the Subarea Planning process, there is opportunity to expand the existing transportation network so that all needs of the community are met, and growth can be accounted for. This chapter illustrates the current transportation network of the Hillyard Focus Area, identifies gaps within it, then describes existing plans and unique strategies to improve aspects of the network.

SECTION 5.2
Guidance on Transportation and Mobility in Existing Plans and Documents

A review of transportation and mobility recommendations from other current plans relevant to the Focus Area was conducted, and a summary of key recommendations is included below.

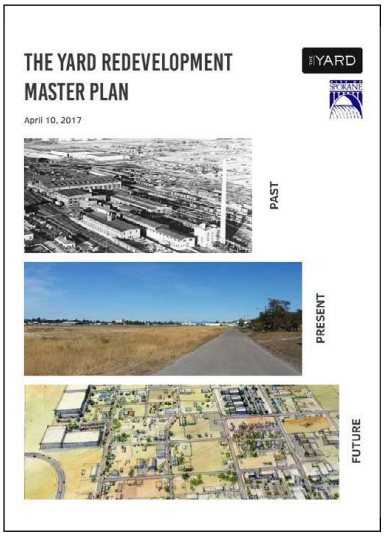
Section 5.2.1
City of Spokane Comprehensive Plan and Policies



The City's 2017 Comprehensive Plan has a variety of applicable transportation-related goals and policies. The most relevant goals speak to providing mobility choices that need the needs of walking, biking, public transportation, private vehicles, and other modal choices. Additionally, the comprehensive plan priorities fiscal responsibility, safety, efficient operations, and innovation within the transportation system. As it is reflected in this Plan, the comprehensive plan guides transportation and land use decisions to be integrated so mobility can provide improved access to jobs, retail, and housing.

Appendix B Plan References and Resources contains descriptions of each transportation-related goal and policy of the Comprehensive Plan.

Section 5.2.2
The Yard Redevelopment Master Plan

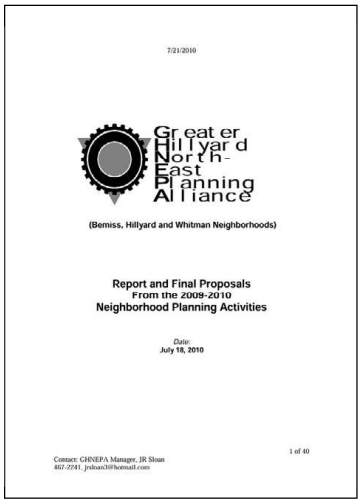


The Yard Redevelopment Master Plan (YRMP) recommended several transportation-related improvement projects for the eastern portions of the Focus Area with a geographical emphasis on the legacy industrial areas of the community. The YRMP recommended a centralized stormwater treatment facility to support future development and ROW acquisition on sections of Rebecca, Julia, and Freya to improve multimodal connections within the study area and it nearby destinations.

The YRMP also recognized that the City's existing design standards for arterials and collectors that feature bicycle lanes, pedestrian paths, and street trees might not be appropriate for the unique zoning make-up of the Yard. They recommended an industrial corridor cross-section be created as a means of providing a thickened pavement section, reducing pedestrian facilities, and oversized lanes especially catering to larger truck traffic. Additionally, the Heavy Freight Users likely require a high level of infrastructure service as they rely on heavy freight transportation with 1000-2000 ADT per facility. The conditions of infrastructure during the study were assessed as unsuitable, particularly on Freya Street.

Appendix B contains descriptions of each priority transportation improvement for the Focus Area that are recommended in the YRMP.

Section 5.2.3
2010 Greater Hillyard Northeast Planning Alliance (GHNEPA) Plan


7/21/2010

Greater Hillyard North-East Planning Alliance

(Bemiss, Hillyard and Whitman Neighborhoods)

Report and Final Proposals
From the 2009-2010
Neighborhood Planning Activities

Date:
July 18, 2010

Contact: GHNEPA Manager, JR Sloan
467-2741, jrsloan30@hotmail.com

1 of 40

Of the 10 strategies developed by this plan, Strategy 6 – Transportation and Infrastructure Improvement intends to develop and maintain a fully coordinated transportation and infrastructure concept that serves identified needs of neighborhood residents, area businesses & industry clusters, and interfaces with the plans of surrounding communities. It identified objectives to realize this strategy that included prioritizing intra-district transportation routes for funding, using a rail spur to secure economic and community development advantages, promoting access through streets and light rail, and supporting an integrated network of paved pedestrian routes.

Appendix B provides a description of the 2010 GHNEPA Plan and lists the strategies and objectives that apply to the Focus Area.

Section 5.2.4
Bigelow Gulch Corridor Safety and Mobility Project

The Bigelow Gulch Corridor Safety and Mobility Project is an effort comprised of various roadway improvements to the Bigelow Gulch Corridor, an 8.2-mile rural road in Spokane County that connects the City of Spokane to the City of Spokane Valley. The project is intended to provide alternate freight routes for the region. This corridor improvement project is expected to generate additional traffic volumes in the Hillyard Focus Area which, in turn, could spur industrial and commercial development in the area.

Appendix B provides greater detail on the Bigelow Gulch Corridor Safety and Mobility Project as well as a visualization of the roadway improvements it proposes.

Bigelow Gulch Corridor Safety and Mobility Project

RAISE FY 2021 GRANT APPLICATION

Applicant: Spokane County, WA

LET'S TALK BIGELOW GULCH:
Commissioner Al French
Email: AFrench@spokanecounty.org | Phone: (509) 477-2265
Web: https://www.spokanecounty.org/4647/Bigelow-Gulch-Corridor-Safety-and-Mobili

Spokane County

PROJECT OVERVIEW

The Bigelow Gulch Corridor is a 8.2 mile rural road in Spokane County that provides a vital connection for regional goods and freight movement. The corridor has a deadly crash history due to congestion, absence of passing lanes, poor sightlines, steep grades, and sharp curves.

Spokane County has secured $17.015 million to complete the upgrades to this rural corridor and is seeking $9.855 million in RAISE funding to realize the $70.5 million in total benefits to the region.

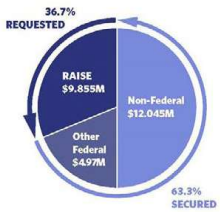
This funding will allow the County to complete the reconstruction and upgrading of the corridor to four-lane arterial. Intelligent Transportation System (ITS) fiber, cameras, signs and other components will be installed along the corridor, connecting to and supporting the regional ITS systems.



Congestion along a two lane segment

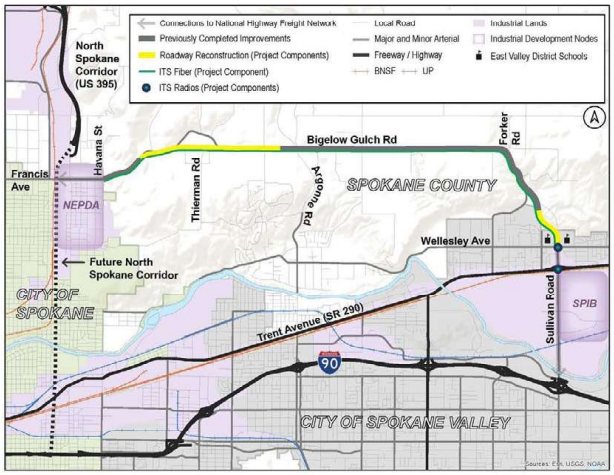
"We currently do not allow our trucks to use Bigelow Gulch Road in the winter time because of the unsafe conditions. Trucks must use Market Street which causes more congestion and takes longer to get to our Spokane Valley and Idaho/Montana locations." - **Paul McPherson, URM Stores**

PROJECT FUNDING



FUNDING PARTNERS

PROJECT SUPPORTERS



KEY PROJECT BENEFITS

Connectivity to Jobs in Rural Communities – Improving regional connectivity to over 1,100 acres of employment centers, with over 500 acres in the Northeast Public Development Authority (west end of the project) and over 600 acres in Spokane Valley's Business and Industrial Park and Northeast Industrial Area (east end of the project).

Freight Mobility and Connectivity: Improving freight mobility between the US395 in Spokane, Washington and US95 in north Idaho and enhancing connectivity of agricultural freight movement in the Inland Northwest.

Safety: Reducing anticipated collisions for the traveling public by 29%. Reducing pedestrian/vehicle conflicts by constructing a pedestrian tunnel connecting the East Valley High and Middle Schools, wide shoulders, and a separated pathway in certain locations.

Travel Time Savings: Improved travel time for movement of goods (agricultural freight and commercial trucking) and travelers (passenger automobiles) by saving 5.4 million person hours of travel time.

Incremental Operations and Maintenance Savings: Reducing the operations and maintenance costs by bringing poor infrastructure to a state of good repair.

Environmental Improvements: Reducing emissions by 30,987 tons.

BENEFIT COST ANALYSIS (BCA)

KEY BCA METRICS	RESULT AT A DISCOUNT RATE
Total Benefits	$70.5M
Total Costs	$25.6M
Benefit-Cost Ratio	2.75

"Bigelow Gulch Road is in urgent need for expansion/improvements to handle the existing and future traffic for reasons of safety, environmental and economic vitality. This road is the main corridor between the Spokane Valley and North Spokane. Our company and employees use Bigelow Gulch/Forker Road daily. Please implement the design changes to widen the road to four lanes and straighten the dangerous curves for the safety of our families, friends, and employees."– MATTHEW EWERS, IEDS LOGISTICS

SECTION 5.3
Current Transportation and Mobility Characteristics

The existing transportation and mobility network is a defining feature of the Hillyard community, as the area is bisected by rail lines and the recently completed North Spokane Connector highway (NSC or US 395); the availability of mobility choices vary greatly on the West and East sides of the Focus Area.

The West portions of the Focus Area (west of the NSC) are well-served with a traditional street grid, multiple transit lines, bicycle routes, sidewalks, and the Children of the Sun regional trail. However, the area needs some infrastructure improvements and service enhancements to better serve its population, enhance quality of life, and support economic development. (e.g., sidewalk gaps, pavement wear). Specifically, the Hillyard Business District is the center of commerce/civic life and intended to be a strong pedestrian environment, yet Haven/Market Streets support heavy traffic volumes, its side streets are wide and exhibit sidewalk wear, and there is a lack of crossing locations. In the residential areas, many of the streets are also wide, presenting potential hazards to cyclists and pedestrians. Enhancements to select corridors would calm traffic speeds, create additional mobility choices, and support infill/ redevelopment projects therein.

Haven Street
– Several participants noted that Haven Street is a heavily travelled corridor with high traffic volumes and vehicle speeds. Participants noted that it is both difficult and uncomfortable for pedestrians (especially children) to cross the street and there is a lack of designated crossings and street trees. Additionally, some of the sidewalk segments along the corridor are in disrepair.
(participants of walking tour, 9/20/23)

Hillyard Business District is the center of commerce/civic life and intended to be a strong pedestrian environment, yet Haven/Market Streets support heavy traffic volumes, its side streets are wide and exhibit sidewalk wear, and there is a lack of crossing locations

The east portions of the Focus Area rely heavily on roadways for travel and lack a wider variety of mobility choices. Currently, East Hillyard (the lands east of the NSC) has undersized arterial roadways (to accommodate freight vehicles), several unimproved rights-of-way, a lack of sidewalks/bicycle lanes, and an absence of transit service. Freya Street and Florida Streets are major corridors serving the legacy industrial area but are not constructed to City standards (which limits infill and redevelopment potential in the Yard). The City has near-term plans to improve E. Wellesley Avenue (between Freya and Havana Streets) with new pavement, sidewalks, drainage swales, and a shared use pathway. Currently, there is no transit service in the East Hillyard vicinity, and the connections to West Hillyard (via Wellesley Avenue and Francis Avenue) are said to be less comfortable for pedestrians and cyclists due to the roadway designs. Notably, golf carts (and similar vehicles) are allowed to utilize streets and sidewalks which creates a unique travel option.

This section discusses the Focus Area's existing transportation and mobility network, including the major streets and their condition, public transit system, bicycle facilities, and sidewalk network, and concludes with a table that identifies all the transportation and mobility-related deficiencies within the Focus Area.

Section 5.3.1
Streets and Roadways

Well-designed and maintained streets are vital to a community's ability to move people, goods, and services. Functional roadways are essential infrastructure elements to support property use and redevelopment activities; parcels remain inactive where there is not adequate public access. For communities to thrive and to effectively provide equitable access, streets and roadways should be designed to accommodate a variety of users including pedestrians, cyclists, motorists, and transit riders. A community's street design has a direct impact on the surrounding land use patterns and development forms – roads designed solely for motor vehicles will result in an auto-centric development pattern.

An established street grid forms the urbanized portions of the Focus Area, whereas the western slopes of Beacon Hill are mostly devoid of roadways (though a developer entity is constructing a new residential subdivision). The subsections herein provide an overview of the existing streets and roadways in and around the Focus Area; this serves as baseline information to plan for additional mobility options, potential capital projects, and future land uses at specific geographic locations within the Focus Area. **Figure 5.1** depicts the current roadway network in and around the Focus Area, including roadway classification and travel speed for each arterial and collector roadway.



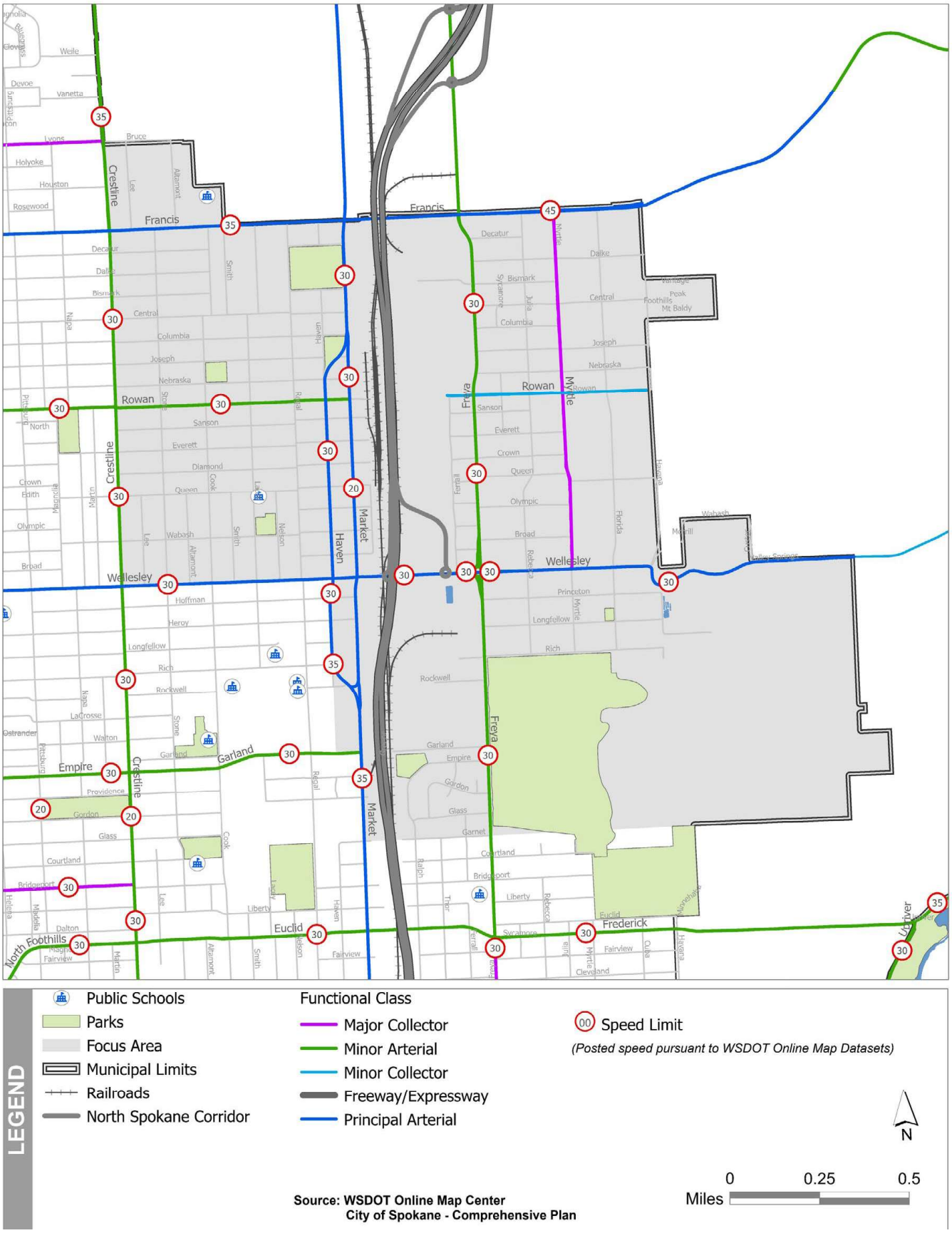


***Figure 5.1** – Current Street/Roadway Map*

5.3.1.1: Major Streets/Roadway Inventory

This subsection summarizes the current primary streets/roadways serving the Focus Area. For each major street/roadway.

The North Spokane Corridor (NSC) - The NSC (Hwy 395) is a recently completed 10.5-mile limited access highway/freeway segment that passing through the central portions of the Hillyard Focus Area. In its completed state, the NSC serves as a freeway between I-90 (to the south) and the communities to the north and is believed to divert much of the heavy freight vehicles (i.e., semi-trucks) off of the city's surface streets. The NSC includes on/off ramps on E. Wellesley Avenue (between Market and Freya Streets), and E. Freya Street (just north of the Focus Area boundaries); roundabouts are provided at each ramp to maintain vehicle movement. The Children of the Sun multi-use trail was constructed as part of the NSC project and alongside the freeway; the trail passes through the Hillyard Business District on the west side of the Focus Area.



Focus Area East-West Primary Roadways – Francis Avenue and Wellesley Avenue are primary aerial roadways that provide east-west connections through the Focus Area and other major destinations in the region. Francis Avenue is a heavily traveled arterial for freight, commuter travelers and transit that passes along the north boundaries of the Focus Area. Sidewalks line both sides of the corridor, but amenities like pedestrian crossings, trees/landscaping, transit shelters, and designated bicycle lanes are limited or non-existent. The City has plans to reconstruct Wellesley Avenue segments between Freya and Havana Street with new travel lanes, sidewalks, and drainage facilities. Currently, the corridor is devoid of trees/landscaping, transit shelters, bicycle lanes, and other streetscaping elements.



West Hillyard Primary Roadways – The primary street corridors in the West Hillyard portions of the Focus Area are built to urban cross section designs with paved travel lanes, curbs, and sidewalks, though some corridors are showing signs of wear and could benefit from capital improvements to enhance mobility options for a wider variety of users. These include Market Street, Haven Street, Crestline Street, East Rowan Avenue, Queen Avenue, Diamond Avenue, and East Garland Avenue.

East Hillyard Primary Roadways – The primary street corridors in the East Hillyard portions of the Focus Area provide local and regional access but many are not built to City standards in terms of lane widths, traffic control, and pedestrian/bicycle elements. These include Freya Street and Florida Street.



Diamond Avenue

5.3.1.2: Unimproved Roads

There are several unimproved roadway segments in the East Hillyard portions of the Focus Area clustered in The Yard Plan Area north of Wellesley Avenue. While public rights-of-way are in place, several segments exist today as gravel or dirt streets. Those unimproved segments remain wet in the winter months and produce dust during the dry summer season. Pursuant to City policies, private development projects are required to include street improvements for the right-of-way segments along their property's frontage; this has resulted in a fragmented local street network in the Yard Plan Area. Today, many segments remain unimproved. **Figure 5.2**. depicts the unimproved roadways in the Focus Area.



Yard Area - Myrtle Street - unpaved roads

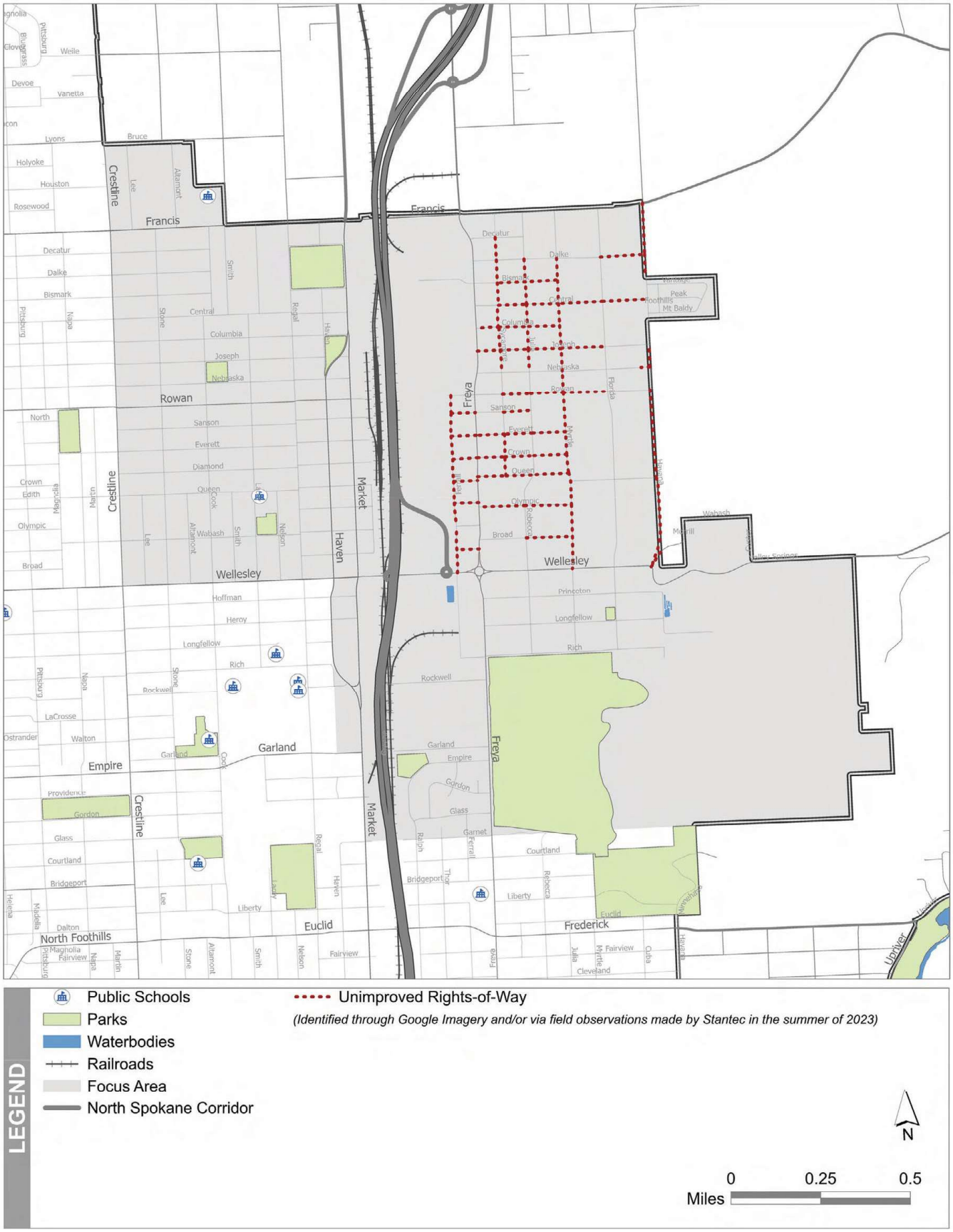


Figure 5.2 – *Unimproved Local Roads*

Section 5.3.2
Public Transit

Public transit provides a vital service for our communities as it lessens the dependence on automobile use, provides individuals with mobility independence, and supports a more compact development form. Where transit is present and ridership rates are high, communities can benefit from increased pedestrian activity, smaller streets, and more land devoted to community-serving uses (in lieu of parking and pavement). Fortunately, the Spokane Transit Authority (STA) operates five fixed bus routes in the Focus Area, whereas transit service is concentrated in West Hillyard. Based on STA's 2026-2031 Transit Development Plan, Route 36 will be extended north on Freya bast Francis to the North Spokane Corridor roundabout. Other planned changes include an upgrade to Route 33 to a high performance transit route on Wellesley and installation of nine new bus stops on the extended Route 36 per STA Bus Stop Design Standards. Four shelters will also be added at high ridership locations.



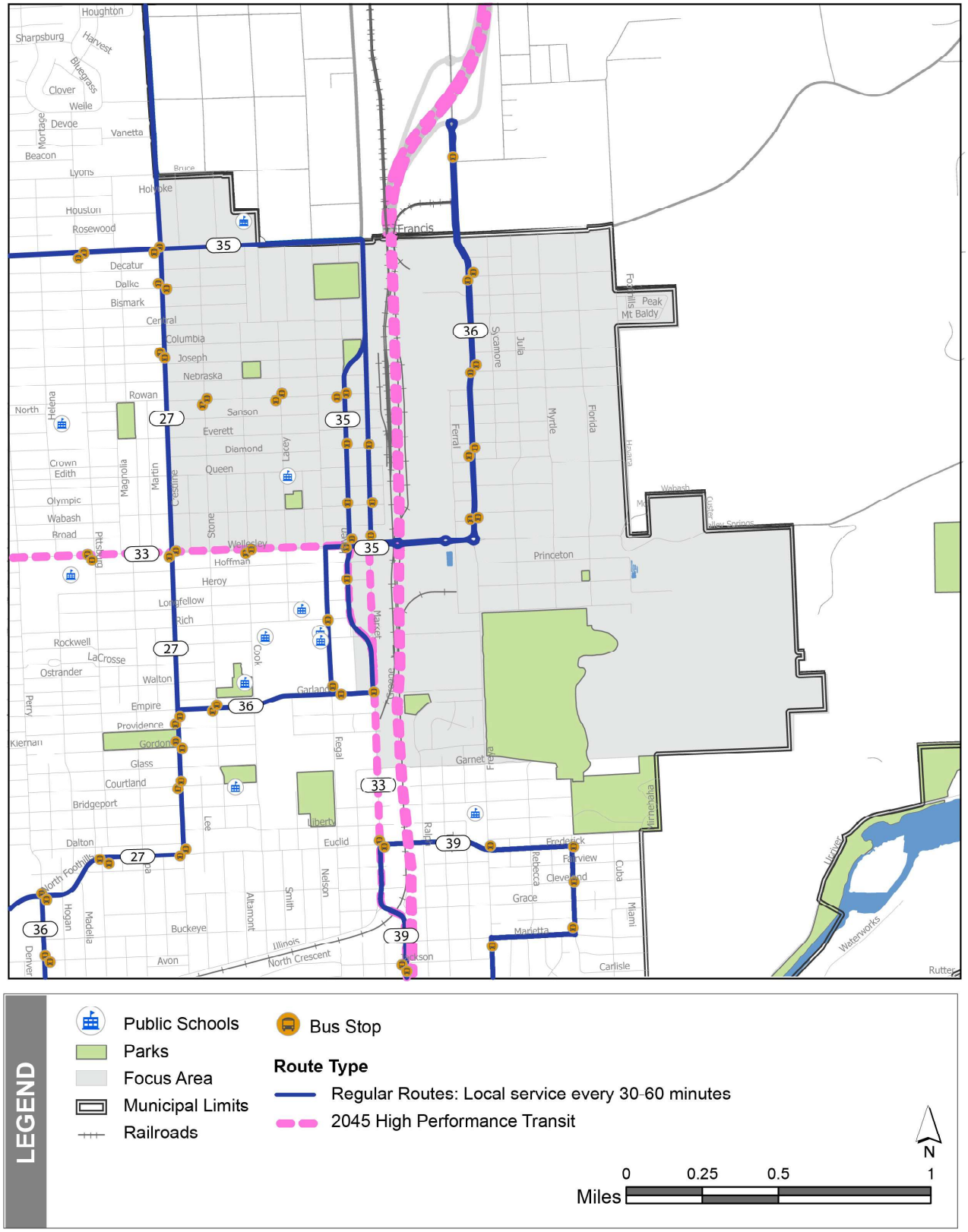


***Figure 5.3** – Public Transit Routes and Stops*

Section 5.3.3
Bicycle Lanes and Multi-use Pathways

Bicycle travel is a legitimate and important transportation mode for communities as it serves as an alternative to motor vehicles, provides mobility options to a wide variety of individuals (e.g., children, seniors), reduces travel costs (compared to a private automobiles), and does not create carbon emissions. To support cyclists and to achieve a more equitable transportation network, communities should provide high quality bicycle infrastructure, so this mode is safe, convenient, and effectively integrated into the urban fabric. This may come in the form of designated bike lanes (separated from motor vehicle traffic), multi-use pathways, cycle tracks, and similar facilities.

Hillyard and the greater vicinity benefit from existing and planned bicycle-related infrastructure, though most of these facilities are within the western portions of the Focus Area (i.e., west of the NSC). **Figure 5.4** depicts the existing and planned bicycle facilities and multiuse paths in and around the Focus Area – this information reflects data contained in the City's bicycle plans. Currently, the Focus Area includes improved/dedicated facilities such as a designated bike lanes and separated shared use paths (for non-motorized modes of transportation), as well as non-dedicated facilities that share roadways with motor vehicles (i.e., bike friendly routes and shared lanes). While non-dedicated facilities exist along many of the local and arterial streets throughout the Focus Area, the area is not well served by improved bicycle facilities, particularly east of the NSC/rail lines.



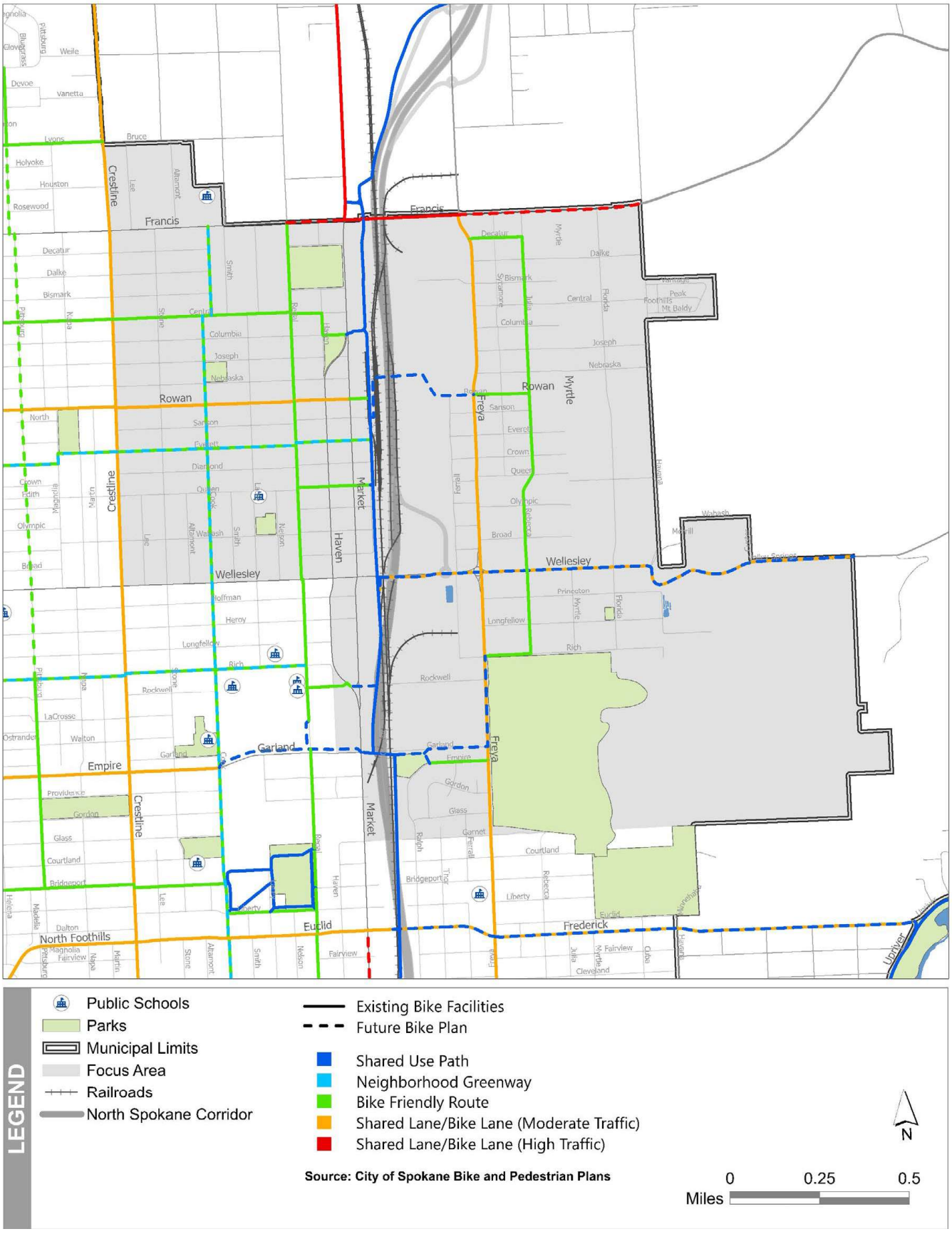


***Figure 5.4** – Existing and Planned Bicycle Facilities and Multiuse Pathways*

Section 5.3.4
Sidewalk Facilities

Pedestrian travel is the most basic of all the travel modes and sidewalks are vital mobility components for people to be independent and to provide access to individual land uses/properties. Most of the community spends at least a portion of their travel on foot, for others, this is their only travel mode (e.g., children, seniors). It's also important to note that some individuals have physical impairments which may limit their ability to walk independently, and they rely on physical aids (e.g., wheelchairs, canes, and/or other individuals). Furthermore, sidewalks help create vital neighborhoods and business district, as patrons can seemly travel between land use and local destinations (without feeling compelled to drive between each venue). A continuous sidewalk network is also vital to transit use as riders rely on sidewalks to reach their destinations after departing from public buses.

The Focus Area has varying levels of sidewalk infrastructure; the western portions have extensive sidewalk cover with a few gaps in the network, whereas the legacy industrial areas (east of the NSC) has a missing or fragmented sidewalk network.

Figure 5.5 depicts the missing sidewalks around the entire Focus Area and demonstrates that the street sections without sidewalks are concentrated in the eastern portions of the Focus Area, especially the Yard Plan Area. Sidewalks are only available on Francis Avenue and extended along select local streets by two blocks. There are a few disconnected sidewalks on the local streets mid-section between Francis Avenue and Wellesley Avenue, specifically along Nebraska Avenue, Rowan Avenue, Sanson Avenue, and Julia Street. The recently completed roundabout at Freya Street and Wellesley Avenue have new sidewalks around its edge, however the sidewalks along these two arterials leading into the roundabout are incomplete. Notably, the residential neighborhoods south of Wellesley Avenue (and east of Freya Street), and north of Garnet Avenue (and west of Freya Street) have a well-connected sidewalk network.

Planned Sidewalks – The Pedestrian Master Plan identifies Pedestrian Priority Zones and Streets to guide the City's future capital investments in sidewalk infrastructure. Priority Zones are identified west of the NSC and there are several "highest" priority zone streets as well. Although much of the east side of the Focus Area is missing sidewalks, the streets are categorized with a low pedestrian demand score and as moderate priority.

Section 5.3.5
Known Transportation and Mobility Deficiencies

As introduced at the beginning of this section, the NSC and the active rail line separate the Focus Area as two distinct geographic areas in terms of transportation infrastructure. West of US 395/NSC, there is a well-developed street network with asphalt surfaces, curbs, concrete sidewalks, several bike-friendly connections, and transit access. In contrast, east of US 395/NSC, many streets are unimproved, lacking curbs, sidewalks, and bicycle infrastructure. Additionally, the eastern portions of the Focus Area are not served by transit and lack a dedicated bike network. **Appendix H** defines these mobility deficiencies in greater detail.

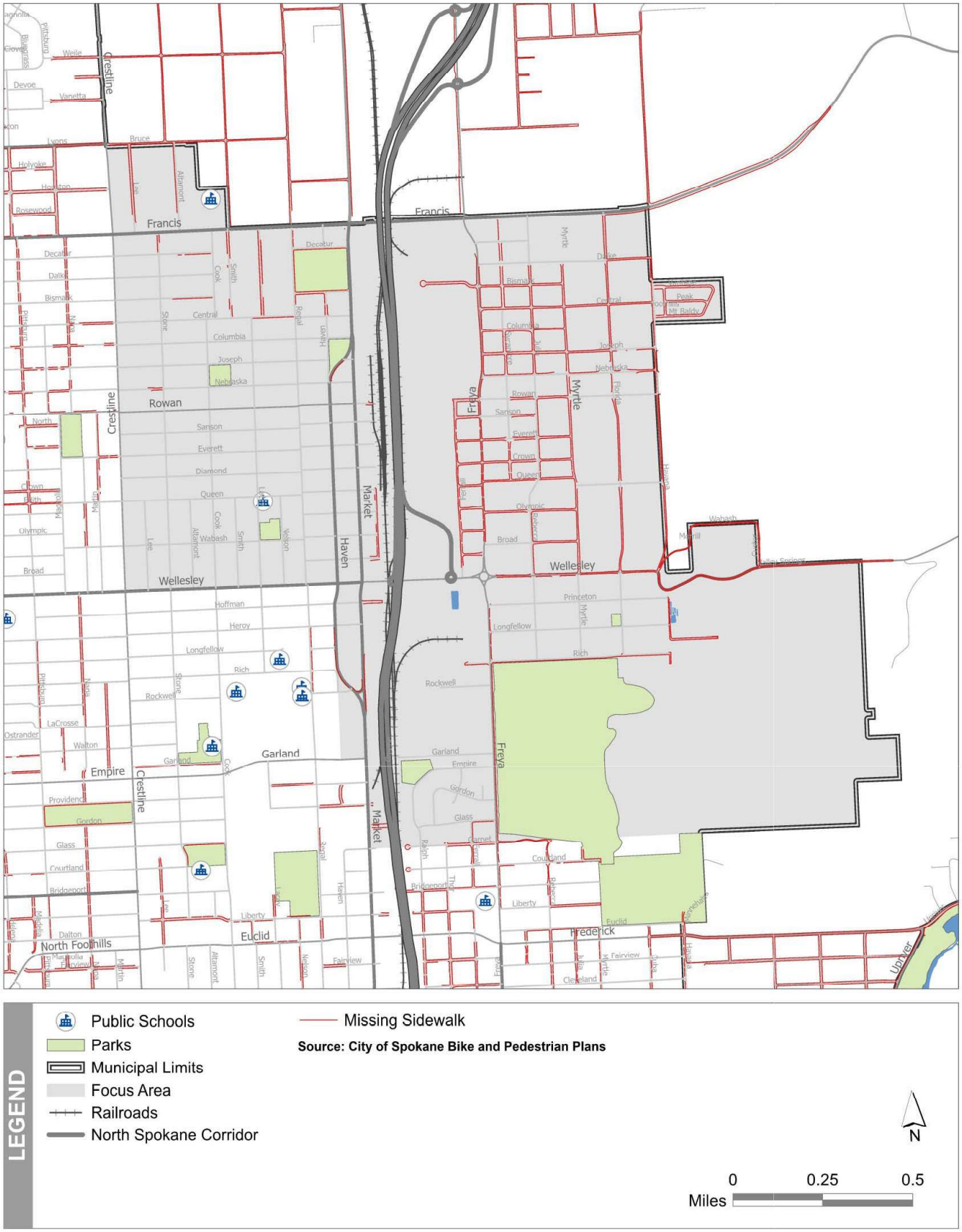


Figure 5.5 – *Overview of Missing Sidewalks in the Focus Area*

SECTION 5.4
Current and Projected Mobility Demand

A successful area-wide redevelopment effort must capture the current demands placed on the area's transportation network and calculate how these demands will change in time from factors such as population growth, new land uses, and the addition of new roadways. In the Hillyard Focus Area, the opening of the NSC, regional growth, changes in land use patterns, and increased mobility options in the City are expected to have a significant impact on how the area's transportation demand will change over time.

The Spokane Regional Transportation Council (SRTC) is the Metropolitan Planning Organization (MPO) and the state-designated Regional Transportation Planning Organization (RTPO) for Spokane County, making it the lead agency for transportation planning in the Focus Area. SRTC manages regional travel demands models that were used to develop the future travel demands displayed in this Section.

Section 5.4.1

Current and Projected Traffic Volumes

Based on SRTC models and readily available City datasets, traffic volumes are expected to change substantially over the next twenty years; some corridors are forecasted to decrease in traffic volume while others are expected to increase.

These changes in traffic volumes present revitalization opportunities for the Hillyard Business District since a large portion of the motor vehicle traffic is expected to shift to the NSC; in the future this will improve walkability and accommodate other travel modes within this important activity node within the Focus Area. At the same time, traffic volumes are forecasted to increase substantially in the E Wellesley Avenue corridor (east of Freya), this may improve commercial viability and attract new community-serving uses (as traffic volumes could translate to potential customers passing through the area).

Currently, the highest traffic volumes are present on Market Street (between Garland Avenue and Wellesley Avenue), and along Francis Avenue. To a lesser extent, Wellesley Avenue (west of Haven Street), Crestline Street, and Freya Street also possess sizable traffic volumes.

The SRTC model includes traffic forecasts in the Focus Area through 2045, as shown in **Figure 5.6.** The NSC, among other roadway improvements and demographic changes forecasted by SRTC, results in increased volumes on many of the corridors running through the Focus Area. The most significant changes to traffic volumes will occur along Wellesley Avenue; the most substantial volume increase will occur within the segment between Freya and Havana Streets.

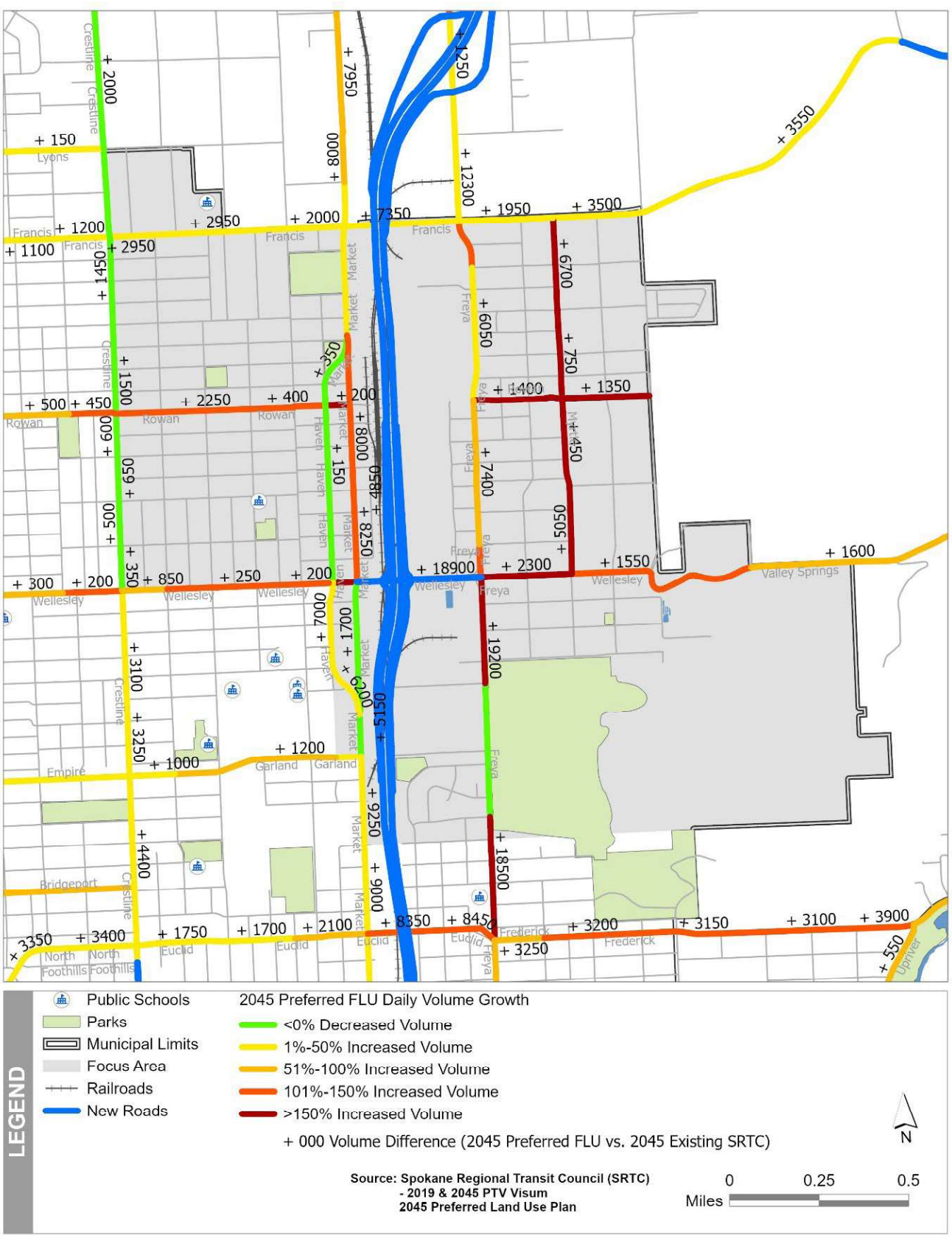


Figure 5.6 – *2045 Preferred FLU Daily Volume Growth in the Focus Area*

5.4.2 Projected Travel Demand Resulting from Hillyard Subarea Plan

The potential development of nearly 6.5 million square feet of new non-residential use and 1.7 million square feet of new residential use in the Hillyard Focus Area, as indicated by the Preferred Land Use Concept proposed in Section 3.4 of this document, are not accounted for in the SRTC projected traffic volume model. To understand how the traffic volumes of a fully built out Focus Area would deviate from those currently projected by the SRTC model, the Project Team conducted an analysis using the land use assumptions described in Section 3.5.2.

It is important to note that the transportation analysis summarized in this section includes the calculation of transportation demand that results at the maximum buildout included in the land use analysis. The exact mix of commercial, retail, and housing could fluctuate, but the travel demand increases forecast the worst case maximum transportation impact. As development occurs, it will be important to revisit the forecasts with updated and more specific land uses to more precisely forecast expected travel demand.

5.4.2.1: Changes in Households and Employees within Each SRTC Zone

Based on the Hillyard Subarea Plan's catalyst site potential and preferred future land use (FLU) alternatives developed by the Project Team, the estimated number of households and employees were calculated for each SRTC Zone contained in the Focus Area. **Table 5.1**.a summarizes the estimated number of employees and households within each SRTC Zone for 2019 and 2045 (base model) and the 2045 preferred FLU scenario model.

TABLE 5.1 – HOUSEHOLD AND EMPLOYEE NUMBER ESTIMATES BY SRTC ZONE FOR 2019, 2045, AND 2045 UNDER THE PROPOSED FLU.

SRTC Zone	Catalyst Sites in Zone	FLU Categories in Zone	Number of Households			Number of Employees		
			2019	2045	2045+FLU	2019	2045	2045+FLU
523	C.1 and C.2	Residential Low	499	502	521	259	312	312
120	C.3	Commercial	280	294	294	42	42	88
121	C.4-C.8, C.10	Neighborhood Retail, Office, CC Core	296	344	392	101	215	433
126	C.9, C.11-C.14	CC Core	304	305	577	62	142	252
127	C.15-C-20	CC Core	324	328	577	185	285	335
128	C.21-C.24	CC Core	375	376	447	77	158	166
135	C.25 and C.26	CC Core	158	158	743	342	582	825
136	C.27	Light Industrial	228	229	229	44	469	3,690
129	C.28-C.53	Heavy Industrial, Light Industrial, CCEC	294	297	695	2,513	2,992	10,239

5.4.2.2: Travel Demand Differences between Base Model and Preferred FLU Model

The household and employee numbers contained in **Table 5.1** were applied to the Focus Area's transportation network to understand how travel demand volumes may differ between the base model and those of the preferred FLU model. As a result, the nearby roads under the preferred FLU model are estimated to have between equal to three times the number of vehicles as under the SRTC base model. **Figure 5.7** compares the 2045 SRTC Model with new scenario results based on preferred FLU.

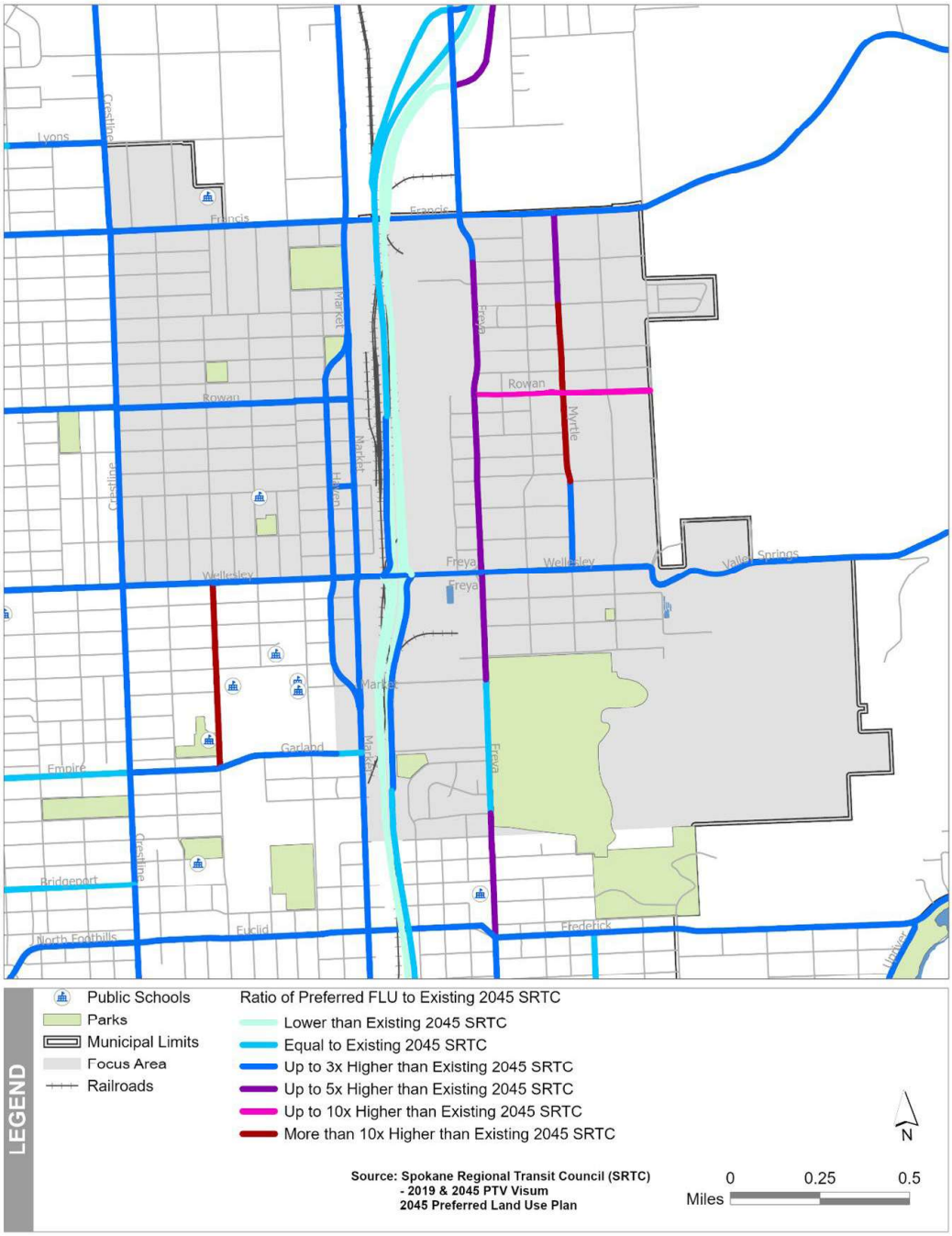


Figure 5.7 – *2045 SRTC vs .Preferred FLU Growth Rate Map*

SECTION 5.5:
Transportation and Mobility Strategies

The maximum potential growth for the Study area has been projected at nearly 6.5 million square feet of new non-residential use (generating an additional 11,777 commercial and industrial employees) and more than 1.7 million square feet of new residential area (resulting in 1,702 new households). While actual growth will almost certainly be less than that, the study area still requires strategic and well-coordinated investments in transportation infrastructure. A major barrier to this new development is the lack of infrastructure that has stagnated investment. Prioritizing freight mobility, multimodal access, and equitable transit solutions will be essential for ensuring that Hillyard can accommodate future growth with an efficient and sustainable transportation network.

Additionally, the City's current system of infrastructure investment prioritization may not direct implementation funds to the study area based solely on its existing criteria. The recommended transportation improvements in the Hillyard subarea are necessary for reasons related to economic development, safety of residents and employees, revitalization of a disinvested neighborhood, and integration of connected multimodal systems. Creating new streets with associated infrastructure, filling sidewalk gaps, vacating underutilized alleys and streets, and other projects necessary for the success of this Plan may not conform to a standard prioritization formula, but other goals will be achieved.

As a start, the City can utilize the following evaluation criteria to prioritize this section's recommendations:

- ***Catalyst for New Development:*** Projects that are essential to catalyze large-scale development should be given higher priority for public funding opportunities.
- ***Impact on the Existing Community:*** Projects that significantly improve the quality of life for existing residents or have a high positive impact on the community should be prioritized.
- ***Funding Availability:*** Projects with identified or secured funding from other sources should be prioritized to ensure effective utilization of funds.
- ***Readiness and Feasibility:*** Projects that are fully designed and ready for implementation can be prioritized as short-term.
- ***Economic and Social Benefits:*** Projects that stimulate local economic growth, create jobs, or attract businesses should be prioritized.
- ***Bicycle Infrastructure Enhancements:*** Projects that improve or expand bicycle infrastructure, such as bike lanes, bike paths, and bike parking facilities, should be prioritized.
- ***Safety Improvements:*** Projects that address critical safety concerns, reduce crashes, or improve pedestrian and bicyclist safety should be prioritized.
- ***Maintenance and Upgrades:*** Projects that involve the maintenance or upgrading of existing infrastructure to extend its lifespan and improve functionality should be prioritized.

These criteria should help ensure a comprehensive and balanced approach to prioritizing transportation projects in the Hillyard Subarea Plan.

Section 5.5.1
Street-Specific Transportation Recommendations

To accommodate the increased transportation needs of the Plan, the following improvements are recommended:

- ***Roadway Infrastructure and Freight Mobility:*** Implement roadway design standards that are conducive to heavy freight vehicles for roads in the east Hillyard area, including wider lanes, thicker pavement, and traffic management strategies that minimize congestion and queuing such as passing lanes to support increased heavy vehicle volumes.
- ***Industrial and Commercial Connectivity:*** To accommodate the projected growth in industrial employment and facilitate efficient freight movement, expand key arterial roads for accessing the Focus Area and connecting to the North Spokane Corridor (NSC) and BNSF rail line.
- ***Multimodal Transportation and Pedestrian Access:*** As more than 1,700 new households are projected in the FLU, providing safe and convenient pedestrian, bicycle, and transit connectivity will decrease reliance solely on automobiles for travel. Recommended improvements include developing new multi-modal corridors east of NCS to connect residential neighborhoods with the rest of the city such as:
    - ***Transit Services for Employment Hubs:*** With significant anticipated employment growth, efficient public transit services will transport workers to industrial and commercial centers. New transit routes should be developed to connect residential areas with major employment hubs, industrial zones, and the downtown core.
    - ***Pedestrian and Bicycle Infrastructure Expansion:*** Continue the trail and bike network expansion and address the current gaps in sidewalks and pedestrian amenities to connect residents to transit stops, employment centers, and parks.
- ***Equity and Accessibility for Growing Populations:*** As new households and employees are added to the area, prioritize transportation improvements that enhance equity and accessibility for underserved Hillyard communities.

A combination of recommendations from previous planning documents, the 2024-2029 Capital Improvement Program (CIP), and new projects recommended based on the modeling analysis (FLU) were formulated and summarized for the Hillyard Subarea in **Table 5.2**.

These recommendations are assigned to major streets in the Hillyard Focus Area and include an estimated planning level project cost.

TABLE 5.2: STREET SPECIFIC TRANSPORTATION RECOMMENDATIONS

Street Name	Street Section	Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Est. Cost
E Wellesley Ave	N Crestline St – Valley Springs Rd	***CIP (5200-400)***: Construction of full-depth pavement with drainage systems, sidewalks, and bike lanes.	Street Reconstruct	Full reconstruction of Wellesley Ave. within the project limits, widening for turn lanes at intersections. Includes new sidewalk, ADA ramps, lighting, drainage improvements and bike facilities.	$2,110,000
N Freya Street	E Francis Ave – E Wellesley Ave	**The Yard:** 44 ft paved width 3 lanes of industrial road **CIP (5200-400)**: Rebuilding and widening the roadway and installation of drainage systems.	Pedestrian & Bikeways	Install sidewalks throughout the corridor on both sides of the road to accommodate pedestrian traffic and ensure accessibility for people with disabilities.	$1,375,000
	E Wellesley Ave – E Garnet Ave		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$2,380,000
N Market Street	E Francis Ave – E Garland Ave.	N/A	Pedestrian & Bikeways	Improve substandard sidewalks throughout the corridor on both sides of road to accommodate pedestrians. Incorporate pedestrian-friendly infrastructure, including a tree canopy, to improve the overall walkability and aesthetic appeal of the corridor.	$1,610,000
N Haven Street	Nebraska Ave.– E Rockwell Ave	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage. Bike lane and Sidewalk on both sides of the road	$2,100,000
N Myrtle Street	Dalke Ave – E Wellesley Ave	**Comprehensive Plan:** Proposed Major Collector	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road.	$5,810,000
N Florida Street	E Queen Ave – E Princeton Ave	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,730,000
E Rowan Avenue	N Crestline St – N Market St	***Bike and Pedestrian Plan:*** Future Shared-use Path; Ped/Bike Bridge ***The Yard:*** 40 ft paved width 2 lanes of local road	Pedestrian & Bikeways	Install bike lane on both sides of the street	$70,000
	N Ferrall St – N Havana St		Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on both sides of the road.	$1,110,000
	N Greene St – N Ferrall St		Pedestrian & Bikeways	Bridge over NSC/railroad tracks to connect both sides of Rowan	$18,960,000

TABLE 5.2: STREET SPECIFIC TRANSPORTATION RECOMMENDATIONS

Street Name	Street Section	Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Est. Cost
N Havana Street	E Francis Ave – E Rich Ave	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$6,870,000
E Rich Avenue	N Crestline St – N Haven St	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$3,570,000
	N Freya Street – N Havana Street		Pedestrian & Bikeways	Installation of sidewalk north of Esmeralda Golf Course and replant trees along the segment; Install crosswalk to Havana St	$300,000
N Greene Street	E Queen Ave – E Broad Avenue	N/A	Street Design	Rebuild and install sidewalk along the corridor.	$480,000
General: Local Roads in West Hillyard*		N/A	Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on one side of the road.	$15,840,000
General: Local Roads in East Hillyard Hillyard*		N/A	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,340,000
North Hillyard Sidewalk*		N/A	Pedestrian & Bikeways	Installation of infill sidewalk and ADA ramps where needed.	$1,000,000

Notes:
*See Appendix D –Hillyard Transportation Analysis and Recommendations Memorandum for the full list of roads and their section that apply to this recommendation.

Section 5.5.2
Other Supportive Transportation and Mobility Strategies

Along with the roadway-specific recommendations for transportation improvements, four site-specific recommendations have been developed for improvements to non-vehicular transportation infrastructure not tied to a roadway corridor in the Hillyard Business District:

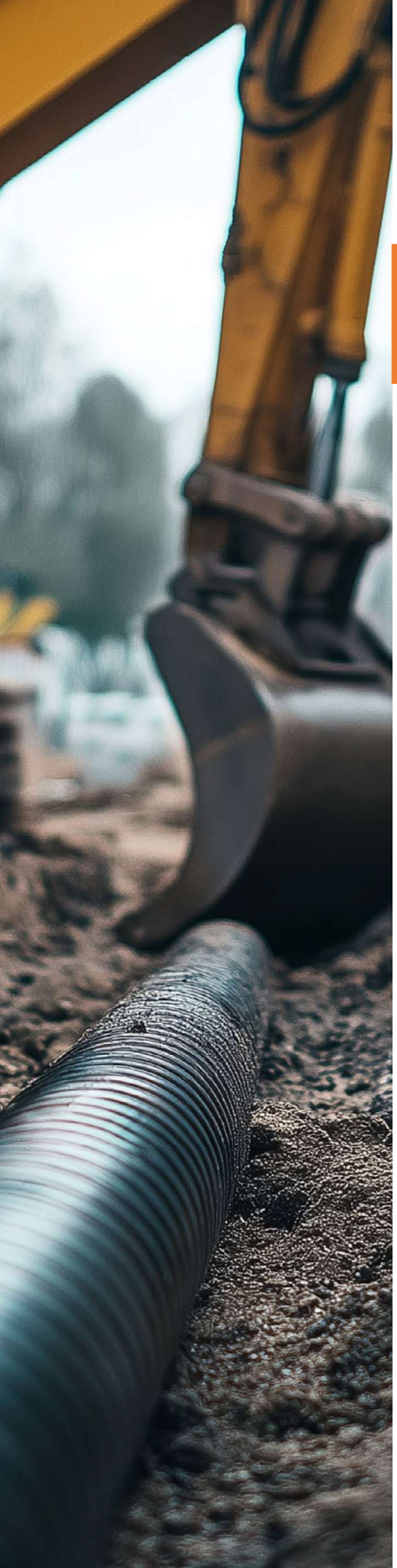
- ***NSC Open Space/Stormwater Facility:*** Add landscaping, walking path connecting to Harmon Park to the Children of the Sun Trail, and educational signage that informs the public on stormwater management.
- ***Market/Haven Decoupling*** Removing the existing one-way pair and creating two-way traffic on Market and Haven Streets is a signature recommendation of this plan. The goal of this "decoupling" is to slow vehicular traffic, improve the pedestrian environment, and provide opportunities for outdoor seating, parklets, and other activities to activate the street. The concepts below show opportunities for formally incorporating elements such as a park or open space, festival street, mixed use development, and recreation space.
- ***Children of the Sun Trailhead Festival Streets:*** Establish a formal trailhead for the Children of the Sun trail at the Wellesley Avenue intersection, featuring additional seating, public art installations, and rental bikes/scooters for public use. The trailhead would also serve as a welcoming gateway into the Hillyard Festival Streets: Olympic Avenue and Greene Street attract many visitors and provide opportunities to host community events, boosting sales for local businesses. Greene Street and Olympic Avenue were strategically identified for their prime locations, prominent business presence, and proximity to the Children of the Sun Trail. To prioritize the pedestrian experience, festival street components can include unique pavement markings, traffic calming features, string lights, and public art.



Figure 5.8: *Greene Street and Olympic Avenue Festival Street Designations*



Figure 5.9: *N. Market Street and Haven Street De-Coupling Scenario*



Chapter 6

The Utilities Element

SECTION 6.1:
Introduction

This chapter documents existing utility conditions to identify the current level of service and areas requiring utility expansion to facilitate redevelopment. New projects will need to connect to public water and sanitary sewer services which are costly site elements. This will require utility lines to be located in close proximity to development sites for easy connection and sized appropriately to accommodate the current and long term service demands. This chapter discusses the six (6) utility services of potable water, sanitary sewer, stormwater management, broadband, electrical power, and natural gas services. Each of these utility services are given its own section that discuss existing conditions, current and projected utility demand and deficiencies, and utility strategies.

Section 6.1.1
Utilities Element Methodology

Existing Conditions: The Project Team reviewed the following source materials to determine the existing utilities characteristics of the Focus Area:

- 2024-2029 Citywide Capital Improvement Program “CIP”
- City of Spokane Comprehensive Plan “Comp Plan”
- The Yard Redevelopment Master Plan by Maul, Foster, Alongi (2017) “YRMP”
- Hillyard Infrastructure Assessment and Needs Analysis by Maul, Foster, Alongi (2015)
- Hillyard Industrial Area Stormwater Management Alternatives by Maul, Foster, Alongi (2020)
- City of Spokane Broadband Assessment by Petrichor Broadband (2023)
- City of Spokane Water System Plan (2023)
- The Map Spokane On-line GIS Application (accessed various times in 2023 and 2024)
- Comments by City staff resulting from review of Existing Utilities Memo (2024)

Current and Projected Demand and Deficiencies: To gather this information, the Project Team reviewed documents produced by the City (Hillyard Infrastructure Assessment and Needs Analysis), Avista Utilities, and Petrichor Broadband as well as interviewed individuals from these organizations. Furthermore, the Project Team utilized the City’s GIS map to identify deficiencies in drainage-related infrastructure within the Focus Area. These subsections within each utility service summarize the Project Team’s findings for the current and future utility demands and deficiencies for each utility service available in the Focus Area.

Utilities Strategies: Based on the City’s policy framework from Element 5 of the Comprehensive Plan - Capital Facilities and Utilities, the Project Team has considered the City’s ability to serve new land uses and development projects as well as the necessary capital investments when developing recommendations for utility strategies, notably level of service, concurrency, impact fees, intergovernmental coordination, multi-mode uses, and environmental protection.

SECTION 6.2
Guidance on Utilities in Existing Plans and Documents

A variety of existing documents prepared by or for the City detail the current extent and/or intended growth of utility services in the Focus Area. The review of these documents ensures that the content of this plan aligns with the policies, intentions, restrictions, and visions that have already been established for the development of utility services in the Focus Area.

Section 6.2.1
City of Spokane Comprehensive Plan Utility Goals and Policies

The City's Comprehensive Plan contains the Capital Facilities and Utilities Element, an entire chapter dedicated to ensuring the effective and timely design, development, coordination, and management of capital facilities and utilities within the City's Urban Growth Boundary. Rather than providing technical detail pertaining to existing or planned utility lines and system capacity (e.g., line sizes, service deficiencies), this element focuses on how the City intends to provide and evaluate utility service within the municipal limits and the City's Urban Growth Area. It also sets goals to provide capital facilities and utilities as community revitalization and economic development tools, managing levels of service standards to serve both existing and future development, and using funding sources like impact fees as a possible mechanism to fund capital improvements.

Appendix B Plan References and Resources describes each utility goal and its respective policies that apply to the Focus Area.

Section 6.2.2
The Yard Redevelopment Master Plan Utility Recommendations

The Yard Redevelopment Master Plan contains several roadway and utility improvement recommendations for the eastern half of the Focus Area ("East Hillyard" herein) that are summarized in the previous section.

In 2020, a Stormwater Management Alternatives Study was completed as a follow up to the recommendation from the YRMP to develop a regional stormwater management system. This report considered two alternatives: 1) Regional Alternative –a single treatment and containment site serving the entire Yard Plan Area through a network of pipes, and 2) Clustered Alternative – a series of localized or "clustered" facilities serving smaller portions of the Yard independently of one another.

Section 6.2.3
City of Spokane Broadband Assessment

In 2023, the City of Spokane Broadband Assessment report detailed a planning-level analysis of the City's broadband accessibility and strategies to improve service. This document was a crucial component to address (and improve) broadband service in the three Public Development Authorities (PDAs) in the City: Northeast, University District, and West Plains/Airport Area PDAs. These PDAs were ideal focal points for the study as they contain some of the highest concentrations of disadvantaged households in the city. The Northeast PDA (NEPDA) boundary encompasses most of the Focus Area except for the Hillyard Neighborhood plan area.

The City developed Target Investment Areas (see **Figure 6.1**) to incentivize broadband development in historically disinvested areas using available incentives such as Multi-Family Tax Exemption, Historic Preservation and New Market Tax Credits. These Target Investment Areas were determined by the City based on four criteria:

- Community opportunity and support.
- What the City has accomplished or hopes to accomplish in areas of infrastructure and capital investments.
- Available incentives.
- Level of continued resources and staff support needed.

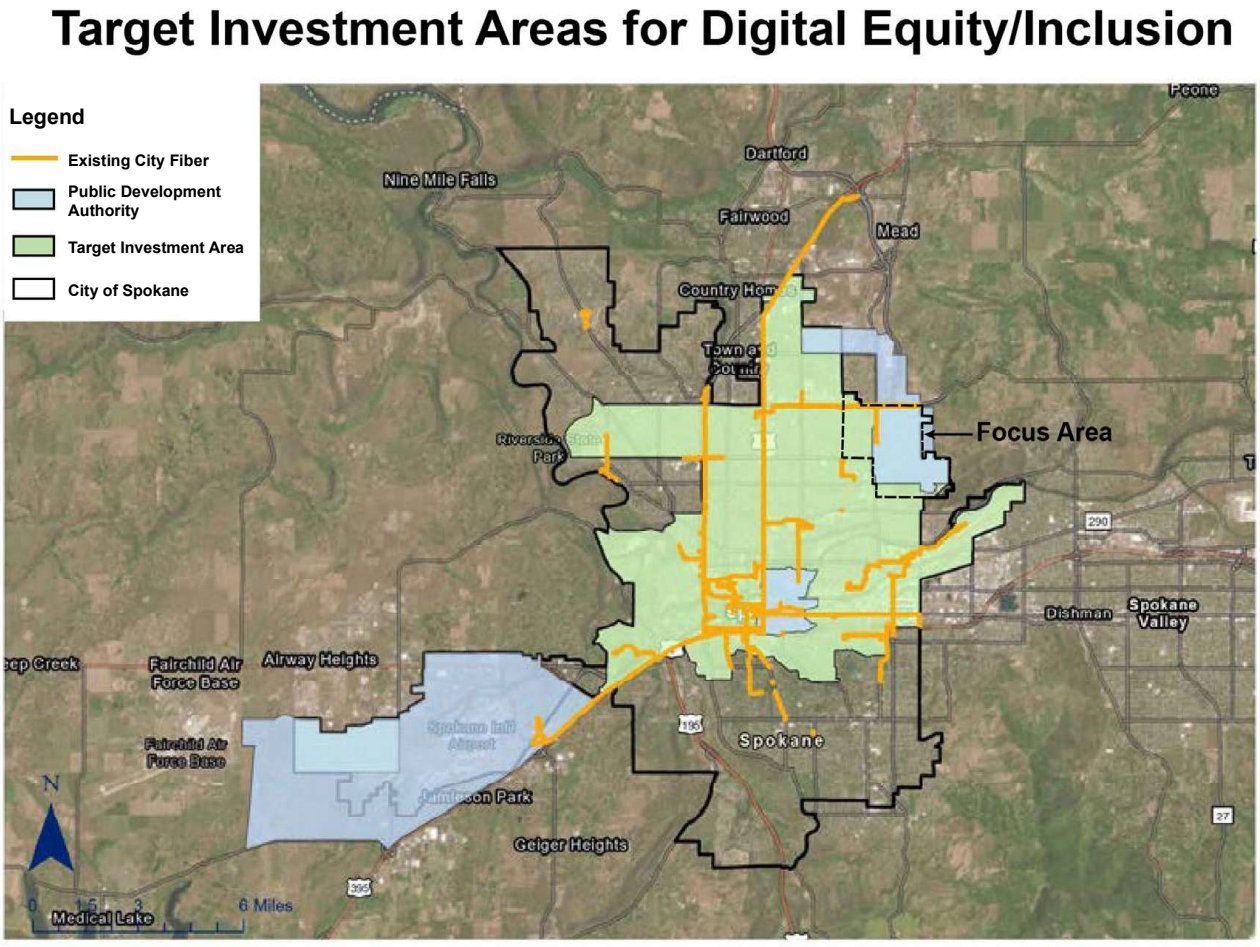


Figure 6.1 *-Target Investment Areas for Digital Equity/Inclusion*

SECTION 6.3:
Potable Water Service

The City of Spokane is the sole water purveyor in the Focus Area and obtains its potable water supply from the Spokane Valley-Rathdrum Prairie Aquifer via multiple source wells. Potable water is conveyed through a system of pumps, reservoirs, and over 1,000 miles of water mains and smaller trunk lines. According to the Capital Facilities Plan (contained within the Comprehensive Plan), the total system pumping capacity is 282 million gallons per day (MGD). The City's water system does not extend north of the Focus Area, and potable water for many of these properties is supplied by Water District 8.

Section 6.3.1
Potable Water Service Existing Conditions

6.3.1.1: West Hillyard

West Hillyard is generally well-served with water infrastructure: most rights-of-way have water mains beneath streets that can connect to adjacent properties. Notably, 30" transmission mains run beneath Central Ave, Wellesley Ave, and Haven St that serve as the primary water sources from which individual distribution lines bring water service to individual properties.

Hillyard Residential Plan Area – A 12" ductile iron (DI) water line distributes water throughout the legacy Hillyard residential neighborhood. Currently, there are no water lines along Stone St. (between Queen Ave. and Francis Ave.) or Lacey St. (between Queen Ave. and Central Ave.) which pass in the north-south direction through the neighborhoods, whereas most properties could connect into water mains located on the side streets. Notably, no water lines are present for the properties north of E Bruce Ave.

Hillyard Business District – The 30" steel transmission line on Haven St. and a 12" water line on Market St. serve as the backbone for the water distribution system in the Hillyard Business District. No water lines are present along Regal St (between Queen Ave and Central Ave).

6.3.1.2: East Hillyard

East Hillyard has several geographic areas that are adequately served with water infrastructure, but other areas (mostly in the Yard Plan Area) lack water mains adjacent to key redevelopment sites.

The Yard Plan Area – The City provides potable water to the Yard Plan Area through a network of pipes within the public Right-Of-Way (ROW). The existing water distribution system provides a reasonable level of service to the Yard Plan Area and the existing transmission mains provide high pressures and flows to most of the area. Currently, there are no water lines along N. Florida St. (between E. Queen Ave. and E. Wellesley Ave., and between N. Drake Ave. and Rowan Ave.), N. Havana St. (between E. Queen Ave. and Joseph Ave.), and Queen Ave. (between N. Myrtle St. and N. Florida St.).

E. Wellesley Business District – Currently, there is no water distribution infrastructure present on the side streets of N. Rebecca St., and N. Myrtle St. (between E. Princeton Ave. and E. Wellesley Ave.); but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Esmeralda Plan Area – Currently, there is no water distribution infrastructure present on the side streets of Rebecca, Myrtle, and Florida streets (between Rich Ave. and Princeton Ave.), but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Beacon Hill Plan Area. Beacon Hill is undeveloped and does not have any water infrastructure to support future development. However, a large portion of the western slope is being developed as a residential subdivision, the developer successfully tested a new water booster station in 2023 and subsequently received a permit from the City to install a 57,000-gallon water storage tank. Water utility lines are being installed as part of the initial roadway infrastructure.

6.3.1.3: Planned Water Service Projects

The 2020-2025 CIP identifies several water improvement projects in (and around) the Focus Area; these are listed and summarized in **Table 6.1**. As the community plans for revitalization, it will be important to recognize these utility-related investments and plan for land uses (and urban intensities) that capitalize the expanded utility services they provide.

TABLE 6.1 PLANNED WATER PROJECTS IN THE FOCUS AREA – 2024-2029 CIP

Project	Description
Focus Area	
WAT-2016-94	The Well Evaluation Study determined that the new vertical well field on the Electric Well Station property will meet the objectives of improving the reliable capacity and augmenting yields. This project funds the investigation needed to construct a new well station. Design was anticipated to begin in 2021. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.
E. Wellesley Business District	
WAT-2015-118 – NSC Wellesley Ave Transmission Main	Existing riveted steel water main constructed in the 1900s to be replaced with 30” ductile iron main along Wellesley Ave from Market St to Freya St. Replacement required as part of the North Spokane Corridor (NSC) project. Project design has been completed and construction was scheduled to begin late 2019. Work will be coordinated with project IPM-2017-111. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 3.2 Coordination of Utility Installations.
WAT-2018-43 – Wellesley Ave Freya St to Havana St Main Replacement	Replacement of existing cast iron mains with 12” DI along Wellesley Ave between Freya St to Havana St Design and construction of this project is coordinated with project 2018091. Work will be completed along with reconstruction of Wellesley Ave, IPM-2018-98. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.
The Yard	
WAT-2017-26 – Freya St Transmission Main Garland Ave to Francis Ave	Construction of 30” ductile iron transmission main along Freya St between Wellesley Ave and Francis Ave. Existing 30” steel line to be replaced with 30” ductile iron main along Freya St between Garland Ave and Wellesley Ave. Project design to begin in 2024 and construction is anticipated to begin in 2025. Work will be completed along with reconstruction of Freya St, IPM-2017-101. The project meets comprehensive plan goals CFU 1.2 Operational Efficiency, CFU 1.3 Maintenance and CFU 3.2 Coordination of Utility Installations.

Section 6.3.2
Potable Water Service Current and Projected Demand and Deficiencies

The City's Comprehensive Plan sets a Level of Service goal for the potable water system to operate at a pressure of 45 psi but, acknowledging that this threshold cannot be achieved throughout the entire network on all days, also establishes a minimum requirement of 30 psi.

The Capital Facilities Plan (contained within the Comprehensive Plan) states that the highest recorded maximum day demand (MDD) for the City's water system is only 67% of the system's pumping capacity (188 MGD), indicating that overall supply is adequate.

While the City's water system has adequate capacity for growth, deficiencies exist in its infrastructure in the Focus Area, such as end of useful life of mains and insufficient standby storage volume in the North Hill Pressure Zone, as noted by the City's Water System Plan. The following subsections describe the known water system deficiencies for each major geographic division of the focus area (West and East Hillyard). These known water service deficiencies are summarized in **Table 6.2**.

9.3.2.1: West Hillyard

Water infrastructure is in place in most rights-of-way, lessening the financial burden to extend water lines great distances to serve specific redevelopment projects. The old age of some of the conveyance pipes could pose risks to the water system's performance and public safety. Pipes of substandard size (6") could fail to meet level of service standards for specific redevelopment projects, depending on the water demand.

9.3.2.2: East Hillyard

As documented in the Yard Redevelopment Master Plan (2017), portions of the existing potable water service system in the Yard Plan Area do not meet current City standards and are unable to fully serve future industrial use based on user demand. The Water System Plan notes that the Freya St. Transmission Main needs replacement because of old age, and that additional transmission is needed to support growth in the Yard Plan Area.

TABLE 6.2 PLANNED WATER PROJECTS IN THE FOCUS AREA – 2024-2029 CIP		
Topic	**Location**	**Description**
Stagnation issues and gaps	The Yard Plan Area	Poor water circulation due to dead end mains and isolated gaps along several streets including Bismark Ave, Joseph Ave, Central Ave and Sanson Ave.
Low fire flow due to substandard pipe sizes	The Yard Plan Area	Undersized 6” water mains located on Dalke Ave, Columbia Ave, Everett Ave, Princeton Ave, Rich Ave, Myrtle St, Florida St and Havana St
Infrastructure Age	Various locations	With the significant age of some water mains comes the risk of substandard material and/or deterioration, which could negatively impact public safety (water quality), performance (leaks, bursting), and serviceability
Inadequate Transmission	East Hillyard	No transmission main exists through the Yard Area. Existing Freya St Transmission south of Wellesley Ave is approaching the end of its useful life. Replaced in May/June 2025 with NEPDA funding
Insufficient Standby Storage Volume	North Hill Pressure Zone	Water System Plan notes additional reservoir is needed for this pressure zone to achieve the minimum required standby storage volume.

6.3.3: Potable Water Service Strategies

To improve the potable water service for the Focus Area as a whole, additional Standby Storage Volume should be provided to serve the North Hill Pressure Zone (the pressure zone encompassing the Focus Area), which should occur within the next 20 years according to City Staff. Due to differences in infrastructure, West and East Hillyard each have strategies for enhancing potable water service that are unique to them.

6.3.3.1: West Hillyard

As infill development occurs, the City should investigate the age and condition of distribution piping and require replacement if warranted. Typically, an applicant would provide a calculated demand volume associated with the development, then the City would assess the utility infrastructure to determine whether line replacement or other infrastructure upgrades are warranted to adequately serve the development's water demand while maintaining the system-wide level of service. For lots without direct access to a distribution main (for example some lots on Regal St, Haven St, Stone St and Lacey St), the City should require private development to extend public distribution mains these relatively short distances to serve the proposed development.

6.3.3.2: East Hillyard

The City should significantly upgrade both distribution and transmission conveyance infrastructure within the Yard. The Subarea Plan recommends a continuation of transmission main along Freya St. between Wellesley Ave. and Francis Ave., consistent with CIP WAT-2017-26. An additional transmission main should be installed along Rowan St. under the NSC between Freya St. and Haven St. to provide looping of this transmission main; a casing has been installed under the NSC for this exact purpose according to City Staff. Looping of water conveyance increases performance and provides resiliency to the system. Regarding distribution improvements, the City should install a network of larger diameter pipes (12" to 18") along major rights-of-way, such as Francis Ave, Rowan Ave, Wellesley Ave, Julia St, Rebecca St, and Havana St.

Future study should include a hydraulic analysis of the Yard Plan Area's water system that considers the water demand of a fully developed Yard and provides the sizing and exact location of transmission and distribution mains as appropriate. In some places, existing distribution mains may be adequate for continued use.

SECTION 6.4:
Sanitary Water Service

The City of Spokane is responsible for the operation and maintenance of the sanitary water collection system in the Focus Area. The City collects, conveys and treats sanitary water from residential, commercial, and industrial sources, then discharges the treated effluent to the Spokane River, with emphasis placed on protecting the underlying aquifer and sole water source. The most notable components of the City's sanitary water service are the North Interceptor, a large pipe into which most of the City's sanitary sewer pipes feed into, and the Riverside Water Reclamation Facility, the building that treats sanitary water from the North Interceptor before discharging it into the Spokane River.

Section 6.4.1
Sanitary Water Service Existing Conditions

The Focus Area, as a whole, is generally well served by sanitary sewer infrastructure. However, pockets of little to no sanitary sewer infrastructure exist in the Focus Area, notably along the railway in the Yard Plan Area and in a large portion of the Beacon Hill Plan Area.

6.4.1.1: West Hillyard

The West Hillyard sanitary sewer system is generally in good condition and has adequate capacity to handle current and projected flows.

6.4.1.2: East Hillyard

East Hillyard is also connected to the City's centralized sanitary sewer network through a series of pipes that convey wastewater to the Northeast Terrace Lift Station, where it is pumped across the NCS before flowing into the Regal St interceptor in West Hillyard.

The Yard Plan Area – The City's sanitary sewer pipes serving this area range from 8" to 18". The existing sewer pipes can handle current and future wastewater flows in the area based on past studies conducted by the City. An 8" force main is currently being installed parallel to the existing 14" force main to increase the pumping frequency and reduce the buildup of corrosive and, in large quantities, explosive gas (hydrogen sulfide).

E. Wellesley Business District – Multiple 8" pipes connect to 10" and 12" lines along Myrtle St. The wastewater from the district discharges north to the Northeast Terrace Lift Station.

Esmeralda Plan Area – The sewer pipes north of the golf course are routed to the Northeast Terrace Lift Station. Smaller 8" pipes connect to the 10" line in the E. Wellesley Business District Plan Area. The Hill Estates subdivision west of the golf course features 8" pipes that drain south.

Beacon Hill Plan Area – The Beacon Hill Plan Area is mostly undeveloped and has no sewer pipes to accommodate future development. However, a developer entity is currently developing the land for a new residential project and is presently constructing streets and utility lines.

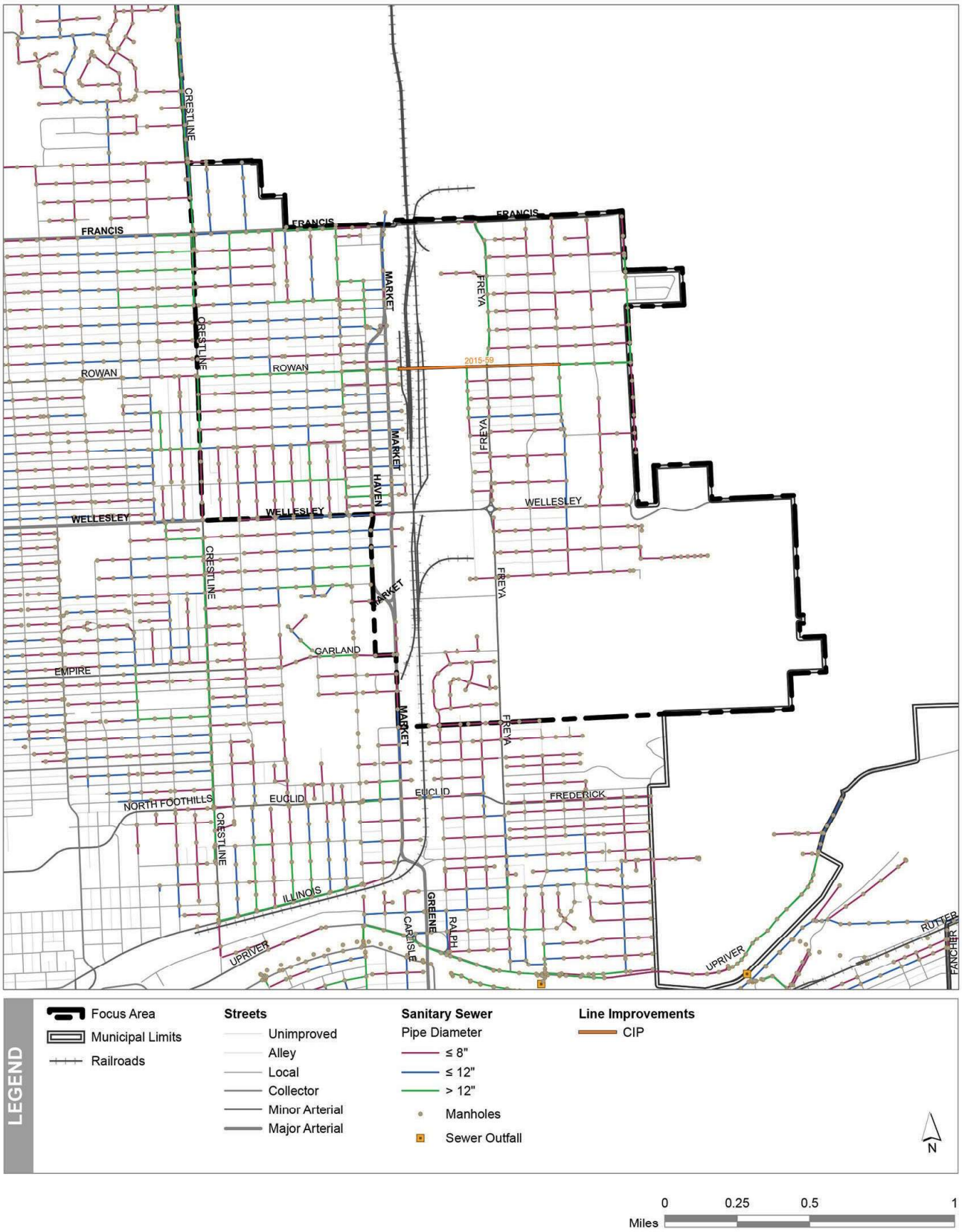


Figure 6.2 - *Planned (now completed) Sanitary Sewer Service Projects Map*

Section 6.4.2
Sanitary Water Service Current and Projected Demand and Deficiencies

The level of service goal for the City's sanitary sewer system, as set by its Comprehensive Plan, is 100 gallons per day per capita (gpdpc). The City uses the Integrated Clean Water Plan, the Sanitary Sewer Management Program, and the Regional Sanitary Sewer Manual to inform improvements and additions to sanitary sewer infrastructure in the Focus Area.

City Staff have indicated that both West and East Hillyard may contain sites with unpermitted connections of stormwater downspouts to the sanitary water conveyance systems. During moderate to heavy rainfall and snowmelt events, these connections can greatly increase the volume of untreated water and exceed the capacity at the treatment plant, resulting in untreated sewage overflowing into the Spokane River.

6.4.2.1: West Hillyard

Based on a review of utility maps and readily available utility information, many of the sanitary sewer service lines date back to World War II or earlier. Sanitary sewer pipes of this age should be closely and consistently monitored for signs of deterioration.

6.4.2.2: East Hillyard

The lift station on N Havana St. and E Dalke Ave. is currently oversized and is anticipated to have sufficient capacity for future growth. The following deficiencies are also present in East Hillyard:

Unserved areas – A 40-acre area near the northwest corner of the Esmeralda Golf Course, north of Garland Ave. and south of Wellesley Ave. is currently unserved by the City's sanitary sewer system. Viable points of connection to serve this area may exist on Rich Ave., Garland Ave., and under the BNSF ROW. In the Esmeralda Plan Area, no sanitary sewer infrastructure currently exists west of Freya St. between Garland Ave. and Rich Ave. The Beacon Hill Plan Area is highly undeveloped and does not have any sanitary sewer infrastructure to support future development.

Pipe Age and Condition – Some of the existing sanitary sewer pipes and manholes in the Focus Area are old, in poor condition, or conflict with other projects. For example, an existing 8" sanitary sewer pipe along Broad Ave. between Ferrall St. and Freya St. in the E. Wellesley Business District conflicts with a proposed WSDOT roundabout at Freya St. and Wellesley Ave. Additionally, an existing 8" sanitary sewer main along Rowan Ave. between Freya St. and Myrtle St. in the Yard Plan Area is undersized.

TABLE 6.3 KNOWN SANITARY SEWER DEFICIENCIES		
Topic	**Location**	**Description**
System condition and capacity	West Hillyard	Generally good, but some segments are aging and may be in poor condition.
Unpermitted stormwater downspout connections	These potentially exist throughout the Focus Area	Combined systems may exist where there are unpermitted downspout connections.
Unserved areas	Esmeralda Plan Area and Beacon Hill Plan Area	Some areas have no sanitary sewer service or infrastructure (though a private development project is under construction in Beacon Hill which will include public utilities).
Sewer Age, Condition and Conflicts	E. Wellesley Business District and Yard Plan Area	Some pipes and manholes are old, in poor condition, and/or conflict with other planned development.

Section 6.4.3
Sanitary Sewer Service Strategies

For the Focus Area as a whole, some sewer line segments, due to their age, may need to be updated to accommodate new (re)development projects. Developers typically provide sewer demands in the design phase, and the City will have the opportunity to evaluate impacts to those sanitary sewer segments; in situations where lines need replacement (or upsizing), those improvements would be provided concurrently with the development. The City should require developers to inspect the sewer main adjacent to their development with a sewer camera to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

Any development within the Focus Area proposing to keep existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development. Where combined sewer connections exist (i.e. private storm line connected to public sanitary sewer system), the City should require developers to disconnect the storm from the sanitary sewer main, and to treat stormwater separately, as per the Spokane Regional Stormwater Manual.

6.4.3.1: East Hillyard

The City should conduct a detailed hydraulic analysis specifically on the Yard Plan Area using forecast future demands. The City should adhere to the recommendation from the Spokane County Sewer Standards Manual to use 2,200 gpd per acre to estimate the sewer load resulting from industrial use buildout for the Yard Plan Area.

Any development within the Yard Plan Area seeking to keep existing buildings should demonstrate that either the structures are not connected to a septic or cesspool system, or to provide plans for connection to public conveyance and decommissioning of said septic or cesspool system.

Some conveyance should be relocated to avoid conflicts with proposed development of a WSDOT roundabout on Wellesley Ave.

SECTION 6.5:
Stormwater Management

The City's current stormwater management infrastructure is provided to guard against flooding and protect water quality and natural stormwater systems. The Focus Area is located over the City's soul source of drinking water (the Spokane Valley-Rathdrum Prairie Aquifer) making stormwater management a critical concern to prevent water supply contamination issues associated with runoff from the Focus Area.

Section 6.5.1
Stormwater Management Existing Conditions

The City of Spokane provides stormwater management infrastructure by way of inlets, pipes, bio-infiltration swales[1], underground injection controls (UICs),[2] and outfalls to collect and convey stormwater runoff from the Focus Area.





[1] *Bio-infiltration Swales are stormwater collection sites that employ natural features such as soil and plants to filter the stormwater before it enter groundwater sources.*
[2] *Underground Injection Controls (UICs) are wells or other structures that allow stormwater to percolate into the ground and recharge the aquifer*

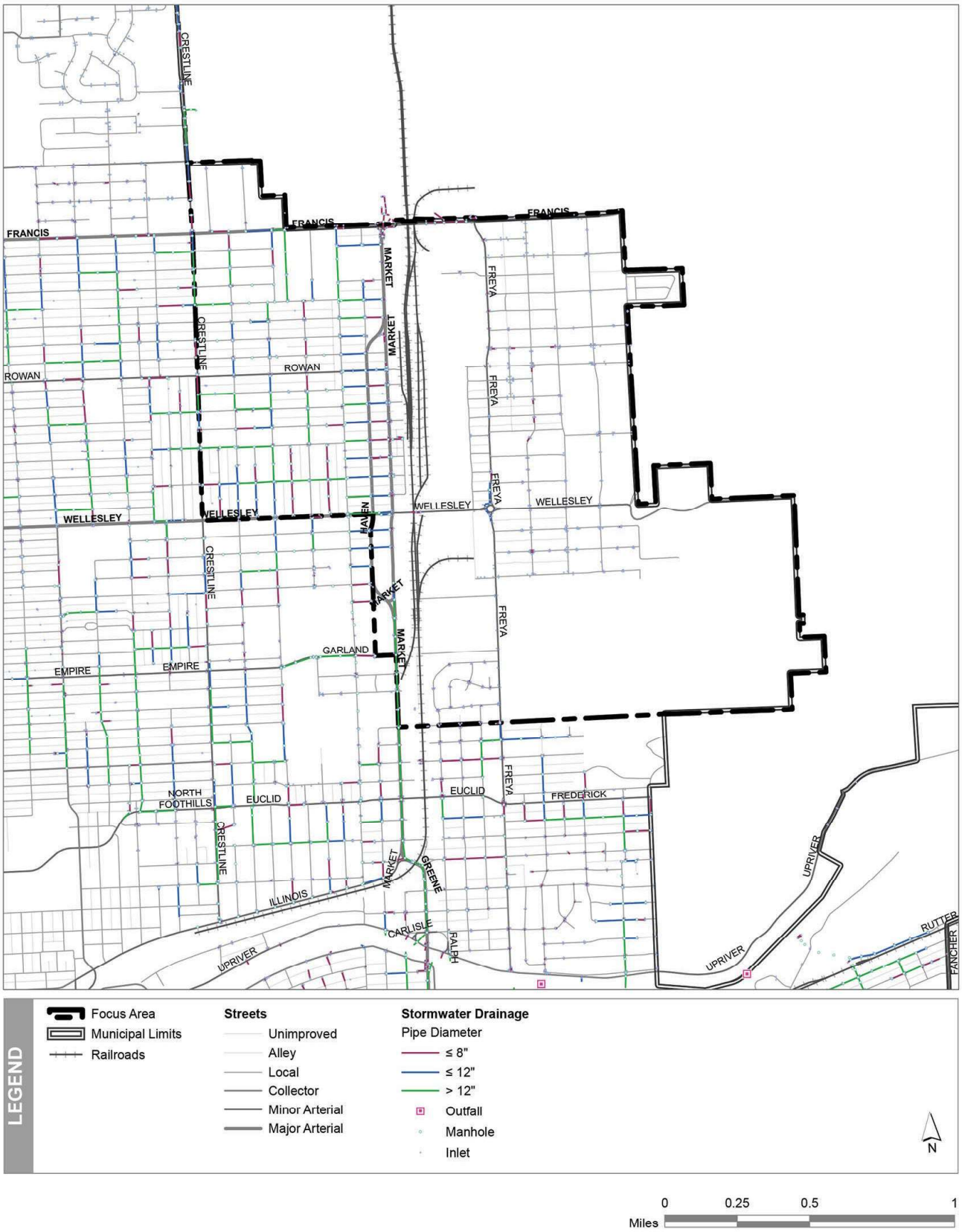


Figure 6.3 - *Existing Conditions – Storm Drainage System*

6.5.1.1: West Hillyard

West Hillyard is served by storm sewers that outfall to the Spokane River via a large diameter interceptor. Some areas in West Hillyard are served with bio-infiltration swales.

Hillyard Residential Plan Area – Runoff from this neighborhood is conveyed to inlets in adjacent streets, where it enters the storm sewers and flows south before discharging into the Spokane River. Large diameter storm lines located on Wabash Ave., Sanson Ave., Nebraska Ave., and Central Ave. convey runoff from the residential area to the storm main in the Hillyard Business District. There are no existing regional stormwater treatment systems in this area.

Hillyard Business District –This District drains to a storm main on Regal St. A large stormwater pond along Market St. north of Columbia Ave. serves as a detention and treatment facility for the runoff from the NSC. A small stormwater pond between Market Pl. and Market St. serves adjacent roadways.

6.5.1.2: East Hillyard

East Hillyard is served primarily by UICs, and some areas possess bio-infiltration swales. Having historically been a site for industrial and railroad activities, East Hillyard contains six (6) notable cleanup sites registered with the State of Washington's Department of Ecology (DOE): the BNSF Railway Black Tank Property, Burlington Northern Yard, SemMaterials LP Spokane, BNSF RR Bunker C Spill Area, Aluminum Recycling Corp, and Sicilia Trucking. The soils on these sites contain petroleum-based pollutants and, therefore, can potentially affect the groundwater. Several other cleanup sites in East Hillyard are documented with the U.S. Department of Energy (DOE) as "Cleanup complete", including a lead-contaminated site at the historic BNSF rail yard.

The Yard Plan Area – Existing development generally drains runoff to inlets in adjacent streets, where it is conveyed to numerous nearby UICs. There are no existing regional stormwater systems for treating stormwater.

E. Wellesley Business District – Most stormwater in this district is treated by UIC with the exception of a bio-infiltration swale adjacent to the new roundabout at the intersection of Freya St. and Wellesley Ave.

Esmeralda Plan Area – Stormwater in this district is solely treated by UIC.

Beacon Hill Plan Area – The Beacon Hill Plan Area currently contains no public stormwater.

Section 6.5.2
Stormwater Management Service Current and Projected Demand and Deficiencies

Level of Service goals for stormwater management, as established by the City's Comprehensive Plan, require development to prevent property from flooding during a 25-yr rainfall event and prevent buildings from being damaged during a 100-yr rainfall event. In considering drainage and stormwater management deficiencies, some portions of the Focus Area experience regular flooding and ponding, especially during heavy rain or snowmelt events. These issues have been attributed to inadequate storm sewer capacity, clogged or damaged UIC devices, poor drainage design, and/or lack of maintenance. To address these issues, the City has identified some of the problem areas and planned drainage improvement projects, such as upgrading or replacing stormwater infrastructure, installing new stormwater facilities, and implementing green infrastructure practices. The City's Integrated Clean Water Plan, the Stormwater Management Program, and the Regional Stormwater Manual have been significant tools for carrying out these projects. **Table 6.4** summarizes the known stormwater management deficiencies of the Focus Area.

6.5.2.1: West Hillyard

The current deficiencies of the stormwater management system in West Hillyard can be categorized into two general concepts: aging and undersized infrastructure and untreated stormwater discharges. The storm sewers and storm mains in West Hillyard are old and may not be able to handle the increased runoff from future growth and redevelopment. Specifically, the storm mainline on Regal St., for example, is only 12" in diameter near Francis Ave. and may not be able to accommodate runoff from redevelopment where an increase in runoff is anticipated. Additionally, the potential existence of combined systems (unpermitted downspouts) can create water quality and ecological health impacts for the river.

6.5.2.2: East Hillyard

East Hillyard experiences similar stormwater management system deficiencies as West Hillyard. East Hillyard lacks regional stormwater management facilities that can detain and treat stormwater runoff, and the area's various drywells are potentially deteriorated and in need of upgrades due to their age. Additionally, The Yard has a long history of industrial use, several known contaminated sites, and the possibility for several unknown and untreated contaminated sites. Considering this fact, untreated stormwater that has travelled through this plan area has an increased risk of carrying harmful pollutants.

TABLE 6.4 KNOWN DRAINAGE DEFICIENCIES IN FOCUS AREA		
Topic	**Location**	**Description**
Lack of regional stormwater systems	The Hillyard Residential and the Yard plan areas.	No adequate detention and treatment for runoff, increasing flood and pollution risk. Vacant lots offer opportunities for creating regional stormwater systems
Aging and undersized infrastructure	Storm sewers and storm mains in the Hillyard Business District, the E. Wellesley Business District, and the Esmeralda Plan Area	Old and small pipes that may not handle increased runoff from future growth and redevelopment. Some pipes need to be upsized or replaced
Stormwater pollution and contamination	The Yard Plan Area	Runoff from potentially contaminated sites in the Yard and could carry pollutants to the river or the aquifer, affecting water quality and ecological health

Section 6.5.3
Stormwater Management Strategies

The City of Spokane requires new projects to address both detention and water quality standards in the management of stormwater on their property in accordance with the Spokane Regional Stormwater Manual. This means that runoff must be cleaned before it is released to storm inlets and discharged or infiltrated; the underlying soils in the Focus Area are generally suitable for disposal by infiltration. Typically, new projects will address stormwater on-site, reducing their usable land area.

6.5.3.1: West Hillyard

Due to their age, some stormwater infrastructure in the ROW may need to be update. Such improvements would be provided by the developer and concurrently with the development. Additionally, the City should require developers to inspect the storm main adjacent to their development with a sewer camera to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

East Hillyard

It is recommended that the City design and implement regionally shared stormwater treatment systems so that infill and redevelopment projects can maximize more of their site. This recommended regional facility approach is described in further detail in the Hillyard Stormwater Alternatives Report by Maul, Foster and Alongi dated 2020 as "Option 2 – Clustered, Scenario 2". Option 1 is discouraged, as it does not allow for piecemeal or phased construction; one large facility must be built and significant initial investment in pipe conveyance must be made before any service is possible, while Option 2 would provide service for dozens of parcels with each individual cluster facility installed, and conveyance could reasonably be expected to be provided by developers. Scenario 1 is discouraged as it neglects roadways. Drywells serving these roadways within the Yard are either aged or missing, and runoff to these wells is untreated. Scenario 2 would allow for decommission of all existing public UICs in the Yard over time, allowing for savings of repairs/replacements that would have otherwise been required of these drywells, and consolidates maintenance and operations costs to relatively few facilities.

If for any reason drywell functionality is to be preserved, then developers should be responsible for assessing the quality and performance of these drywells within fronting ROW, and the development should be responsible for bringing these UICs into compliance if deficiencies are discovered concurrently with development.

Undiscovered or undocumented spills may exist within the Yard Plan Area, therefore the City should require soil sampling on new development projects to test for common pollutants of concern in the area, notably Halogenated and Non-halogenated Organics, Petroleum, Naphthalene, Polycyclic Aromatic Hydrocarbons (PAHs), Chloride, Fluoride, Nitrates, Nitrites, and Lead. If contaminates are discovered, the development shall register the site with Department of Ecology (DOE) as a spill site and take appropriate action to remediate the contaminated soil per DOE requirements. Targeted pollutants may be revised by City staff who are familiar with the aquifer's water quality concerns.

SECTION 6.6
Broadband Service

Broadband service in the Focus Area is composed of networks of buried fiberoptic cables and conduits in buried pipes where fiber cables can be easily pushed through. These fiberoptics cables and the conduits that may precede or accompany them are laid, operated, and maintained by various service providers.

Established in 2022 by the Spokane County Commissioners, the Spokane Regional Broadband Development Authority, or Broadlinc, works with local governments, Tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to enhance broadband infrastructure and access through the development of strategies and plans.

Section 6.6.1
Broadband Service Existing Conditions

According to the 2023 Petrichor broadband assessment, the NEPDA, which encompasses the Focus Area, has a strong existing fiber infrastructure base to build from, equipped with sufficient City- and provider-owned fiber. Additionally, the NEPDA contains a framework of conduits further adding to the area's fiber scalability; see **Figure 6.4** for the location of existing fiber and conduit placement. Internet performance for households in the Focus Area is generally good; according to Spokane County's Equity and Inclusion Methodology Tool, most households have internet speeds above 200Mbps.

6.6.1.1: Planned Broadband Projects

The Broadband Assessment Conducted by Petrichor recommended that the City place conduit within the Wellsley underpass (beneath the NSC) that had been under construction by the City at the time of the report. According to City Staff, this recommendation has been addressed; this addition is denoted in yellow in the **Figure 6.4**.

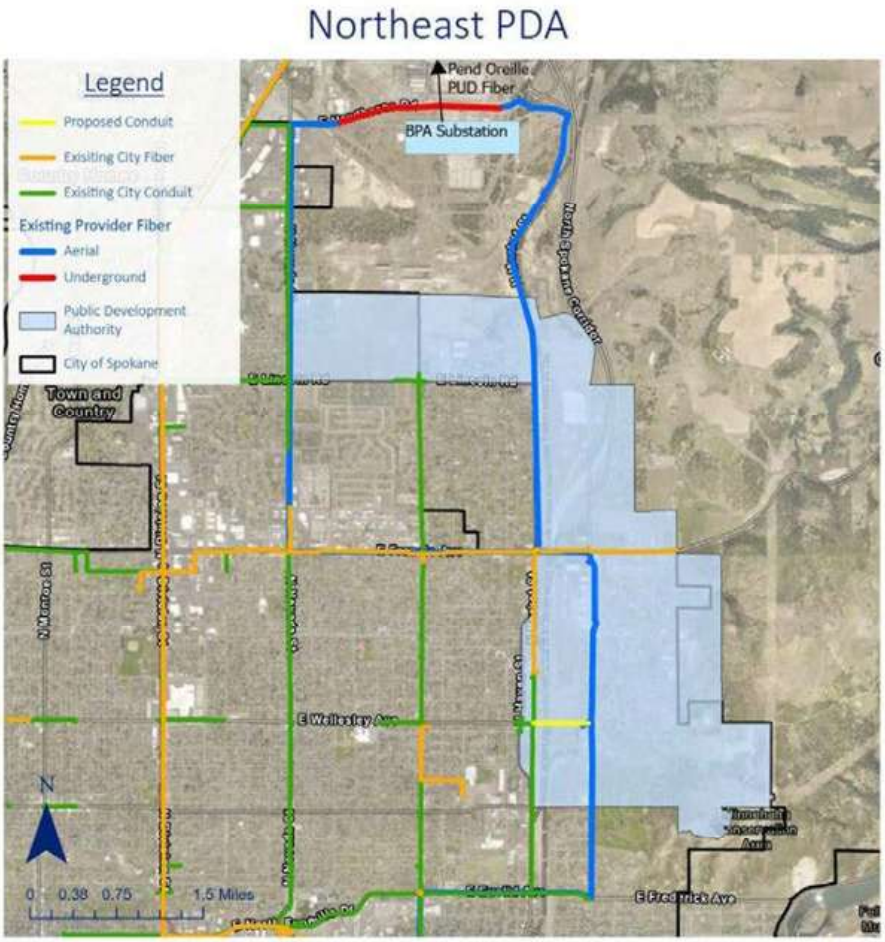


Figure 6.4 - *Fiber Concept for Northeast PDA*

Sectiion 6.6.2
Broadband Service Current and Projected Demand and Deficiencies

According to Spokane County's Equity and Inclusion Methodology Tool, pockets of households with internet speeds below the 200mbps threshold exist along the railway and the intersection of E Wabash Ave. and N Morrill St.

6.6.3: Broadband Service Strategies

In support of Goal CFU 3 – Coordination in the Comprehensive Plan, the City should coordinate with Petrichor Broadband and Broadlinc to track and plan for significant changes in planning, capital improvement projects, or development trends in the Focus Area.

The City of Spokane Broadband Assessment provided three primary recommendations for increasing broadband infrastructure within the NEPDA service area as follows:

1. Work with WSDOT to understand the North Spokane Corridor's applicability as a telecommunications right-of-way (ROW).
2. Place conduit within the Wellsley underpass being constructed by the City. According to City staff, this recommendation has been completed.
3. Place additional conduit in the areas where sewer and electrical infrastructure are being installed for the new Esmeralda Business Park

In addition to the recommendation above, Attachments A and B in the City of Spokane Broadband Assessment discuss infrastructure investment proposals aimed at leveraging funding from the American Rescue Plan Act's (ARPA) Build Back Better Regional Challenge (BBBRC) to improve or reconstruct roadways in the City. Specifically, Impact Region Project 1 in Attachment B is a proposal to reconstruct all nonpaved roads, the majority of which exist in the Focus Area. In the event this project proceeds, the City should utilize this large groundbreaking opportunity to install conduits/fibers along the right of ways of the newly reconstructed roads.

SECTION 6.7
Electrical Power and Natural Gas

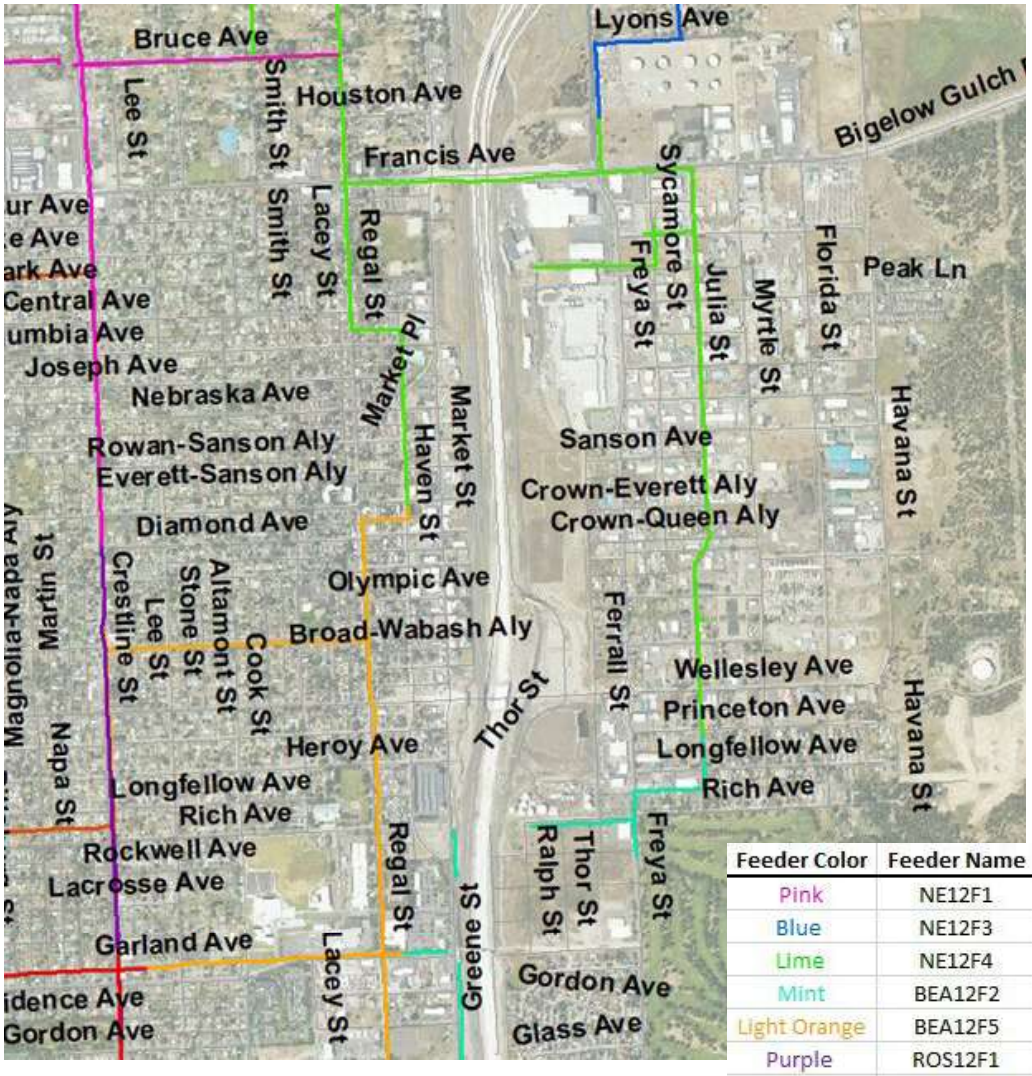
Electrical power and natural gas services in the Focus Area are provided by Avista Utilities, a regional energy service provider. Avista's power generation comes from a blend of mostly renewable energy sources as outlined in **Table 5** and serves portions of Eastern Washington and Northern Idaho.

TABLE 6.5
AVISTA ELECTRICAL POWER SOURCES

Source	Renewable?	Percentage
Hydro	Yes	48%
Wind	Yes	9%
Biomass	Yes	2%
Natural Gas	No	33%
Coal	No	8%

Section 6.7.1
Electrical Power Existing Conditions

Electrical power is provided to the Focus Area by transmission lines from the Northeast Substation which is then further distributed by above- and below-ground feeder and distribution lines to serve residential, commercial and industrial customers. **Figure 6.5** displays the power feeders and their capacities in the Focus Area.



Feeder Color	Feeder Name	Capacity Available Today
Pink	NE12F1	1MW*
Blue	NE12F3	500kVA
Lime	NE12F4	500kVA*
Mint	BEA12F2	none
Light Orange	BEA12F5	none
Purple	ROS12F1	1MW
Red	ROS12F6	500kVA
Dark Orange	L&S12F2	500kVA
		*feeder topography changing 7/24 and will have different capacity

Figure 6.5 - *Existing Electrical Feeders – (provided by Avista)*

6.7.1.1: Planned Electrical Projects

A summary of electrical projects planned by Avista for the Focus Area can be found in **Table 6.6**.

TABLE 6.6
PLANNED ELECTRICAL POWER PROJECTS

Project	Description
Crestline Feeder Line	There are plans to update the feeder line on Crestline Drive with service coming from the west via Bruce/Lions.
Upgrade to Northeast Substation	There are plans to increase the power capacity at the Northeast Substation from 15,000 kVA to 20,000 kVA.
Future Florida/Dalke Substation	Long-range plans to construct a new substation at the intersection of Florida St and Dalke Ave. Transmission lines would follow the foot of Beacon Hill.

Section 6.7.2
Electrical Power Current and Projected Demand and Deficiencies

Avista is responsible for monitoring the current and future electricity demands in the Focus Area then planning infrastructure improvements and additions accordingly. Avista has identified some service issues in the near- and long-term as outlined in **Table 6.7**.

TABLE 6.7
AVISTA ELECTRICAL POWER CONCERNS

Issue	Discussion
Climate Commitment Act	The State of Washington's Climate Commitment Act could significantly limit the use of natural gas in future developments. Avista anticipates that customers who would have otherwise utilized natural gas (i.e. for heating, dryers, etc.) will instead rely more heavily on the power grid, possibly causing a strain on the electrical grid.
Esmeralda Commerce Park	Current plans for a light industrial park along Freya Ave. and Garland Ave. would, at full build-out, significantly strain the power grid.
Electric Vehicle Charging Stations	Recent revisions to the building code in the City of Spokane requires private development to include electric vehicle charging stations. Installation of multiple fast charging stations (Type 3) would strain the power delivery system in the area. Avista is currently studying the impact that recent revisions to the building code will have on grid demand.
Electric Buses	Spokane Transit Authority is expanding service via electric buses, including wireless charging technologies, which could have a significant strain on the power grid.

Section 6.7.3
Natural Gas Existing Conditions

The available natural gas supply capacity was determined for each Plan Area and assigned a designation of "Fair", "Good", "or "Excellent" based on the area's proximity to large gas mains and regulator stations. Provided by Avista, the designations for each Plan Area are shown in **Figure 6.6.** The majority of the Focus Area meets the "Good" or "Excellent" designation; however, the E. Wellesley Business District and the Beacon Hill District are listed at the "Fair" available capacity designation.

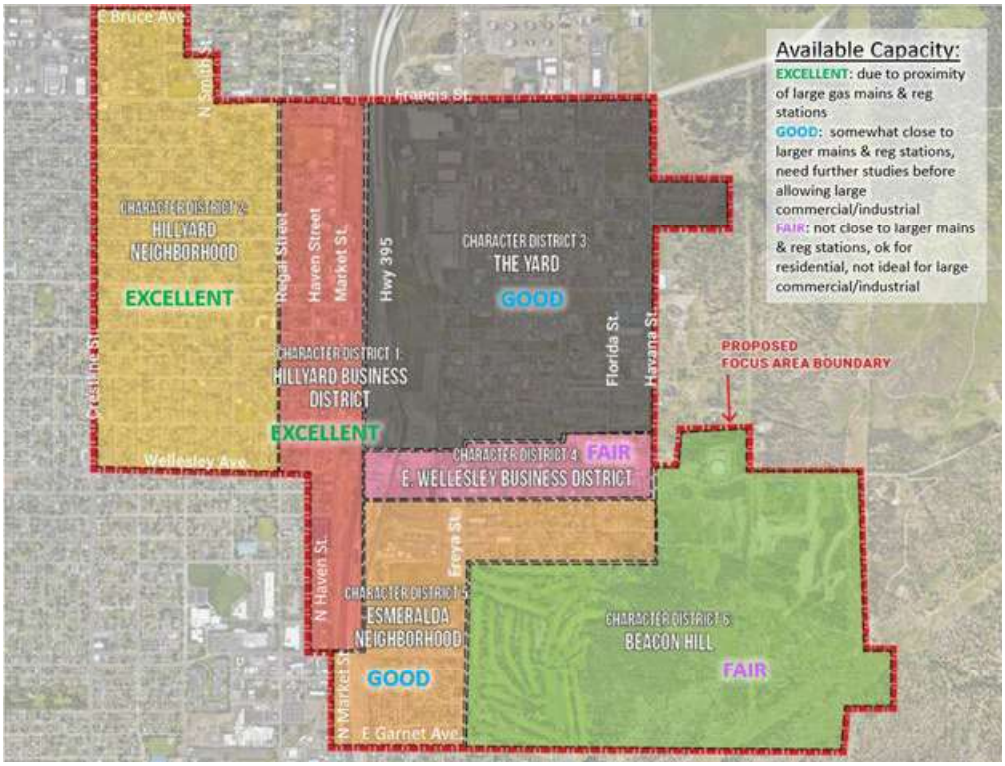


Figure 6.6 - *Existing Electrical Feeders – (provided by Avista)*

Section 6.7.4
Natural Gas Current and Project Utility Demand and Deficiencies

Similar to electrical power service, Avista monitors the status of natural gas demand in the Focus Area and will determine improvements and additions as they prove necessary. Avista currently has no plans for capacity-related enhancements in the Focus Area but anticipates that the State of Washington's Climate Commitment Act will limit natural gas demand in the future.

6.7.4.1: West Hillyard

Gas level of service in West Hillyard is "excellent" as depicted in **Figure 6.6**.

6.7.4.2: East Hillyard

Gas level of service in the E. Wellesley Business District and the Beacon Hill District are "Fair" as depicted in **Figure 6.6**, otherwise the rest of the region is "good".

Section 6.7.5
Electrical Power and Natural Gas Strategies

The City should coordinate with Avista Utilities to track and plan for any significant changes in planning, capital improvement projects, or development trends in the Focus Area.

Notably, the City and Avista Utilities should prioritize the E. Wellesley Business District for natural gas infrastructure improvement, as this district is currently inadequate for commercial development.



Chapter 7

Parks and Open Space

SECTION 7.1 Introduction

This chapter aims to preserve and enhance the area's natural landscapes, parks, and open spaces.

The chapter provides an overview of existing plans that outline long-range goals for parks and open spaces, details the current parks and natural features within Hillyard, and presents strategies to enhance these spaces and increase access to recreational amenities.

SECTION 7.2 Guidance on Parks and Open Space in Existing Plans and Documents

The following plans establish overarching goals and strategies that address parks, open space, and the natural environment in Spokane. These goals and policies play a crucial role in preserving the city's natural assets, enhancing recreational opportunities, and promoting sustainable practices.

Section 7.2.1 City of Spokane Comprehensive Plan Parks and Recreation Goals and Policies

The Comprehensive Plan provides policy directives that seek to sustain and enhance the inventory of parks and open spaces within Spokane's Urban Growth Area (UGA) boundaries. Policies throughout the plan emphasize the need to protect and preserve areas for the public's use that fall under the following criteria:

- Areas that contain wildlife habitat and/or distinct landforms such as rock structures
- Hold culturally significant or aesthetic value
- Serve as a buffer between two conflicting land uses
- Are near or can provide linkages to existing parks and/or open space
- Are located near or on riparian areas, flood plains, or wetlands
- Fall under the designation of a shoreline as outlined in Spokane's Shoreline Master Program, such as areas along the Spokane River and Latah Creek

The plan also encourages the City to establish and annually update a six-year capital improvement program for the implementation of the Parks, Recreation and Open Spaces Plan.

Appendix B Plan References and Resources lists the goals and policies that address parks and recreation in the Focus Area.

Section 7.2.2 Spokane Parks and Natural Lands Master Plan

The Spokane Parks and Natural Lands Master Plan was adopted in 2022, and is intended to guide the development and management of Spokane's parks and natural areas over the next decade. The plan aims to preserve and enhance the city's green spaces to ensure they meet the needs of current and future residents. Through 'Equity Zones', the plan prioritizes project areas for investment based on history of investments, current conditions, and demographics.

Looking within the Focus area, the Hillyard Residential District and the Hillyard Business District were designated as the highest equity priority. Wildhorse Park, near the southeastern border of the Hillyard Business District, is one of two parks within the city that is designated as the highest investment priority. The Yard District has a high concentration of households more than a 10-minute walk from a park, and is classified as an opportunity area for new parks within the plan.

Section 7.2.3
Greater Hillyard-Northeast Planning Alliance / Bemiss, Hillyard and Whitman Neighborhoods

The Greater Hillyard-Northeast Planning Alliance (GHNEPA) is the formal, collaborative planning effort of the Bemiss, Hillyard, and Whitman neighborhoods to produce, track, and assure development goals of these communities. Using public engagement, the GHNEPA established ten strategy areas of community focus. One of these strategies is to improve parks and trails and is broken down into four objectives:

1. ***Gatherings for strengthened sense of community:*** Ensuring the existing parks are adequately equipped to support community events and child safety.
2. ***Increase awareness and attendance of neighborhood events:*** Find ways to leverage existing resources and partnerships to maximize community awareness and participation in public gatherings held at neighborhood parks and school facilities.
3. ***Improve parks and paths and increase their use:*** Outline actions to promote the stewardship of existing parks amongst community members independent from the City and ways to involve the community in planning park development and improvement.
4. ***Use school buildings and grounds for events:*** Identify strategies for working with schools to use their facilities for community events and recreation.

Section 7.2.4
Environmental Policy Plans

Updated in 2021, the Sustainability Action Plan (SAP) outlines strategies for reducing greenhouse gas emissions, conserving water, and promoting sustainable practices across various sectors, including the natural environment. One of the most important outcomes of the SAP is the identification of lack of tree canopy as one of the biggest climate threats in northeast Spokane. The natural environment chapter of the SAP focuses on preserving and enhancing the city's natural resources. Key objectives include:

1. ***Biodiversity Conservation:*** protect and restore habitats to support diverse plant and animal species
2. ***Water Resource Management:*** Implement sustainable water management practices to ensure the health of rivers, lakes, and aquifers
3. ***Urban forestry:*** Expand and maintain the urban tree canopy to improve air qualty and provide shade
4. ***Green Infrastructure:*** Implement systems like rain gardens and green roofs to manage stormwater and reduce urban heat islands
5. ***Community Engagement:*** encourage residents to participate in conservation efforts and environmental stewardship

SECTION 7.3:
Current Parks and Natural Features

Hillyard is home to a variety of parks and natural assets that contribute to the area's unique charm and community character. Hillyard features several well-maintained parks that offer residents and visitors opportunities for recreation and relaxation. The Subarea Plan aims to enhance and expand upon existing parks and open space, leveraging current assets while identifying opportunities for park improvements that align with the city's long-term vision and meet community needs.

Section 7.3.1
Current Parks and Open Space

The Hillyard Subarea contains a total of 5 parks excluding the Esmeralda Golf Course and the Hillyard Aquatic Center. According to the City of Spokane's Parks and Natural Lands Master Plan, these five parks are separated into 2 categories:

1. ***Neighborhood Park:*** Parks that are 4 to 15 acres and serve a neighborhood population by being geographically centered for safe biking and bicycle access.
2. ***Pocket Park:*** Small parks or a specialized facility typically 2 acres or less serving a concentrated or limited population or specific group such as children or seniors.

Table 7.1 below lists each of the five parks within the subarea and their characteristics as identified in the plan.



Harmon Park

TABLE 7.1
CURRENT PARK FACILITIES IN FOCUS AREA

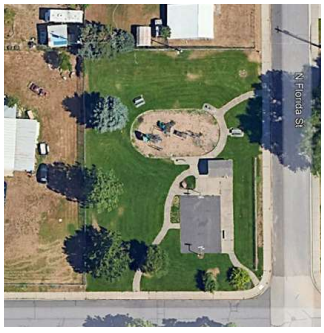
Park Name	Classification	Acreage
Harmon Park	Neighborhood Park	10.9
James J. Hill Park	Pocket Park	1.88
Kehoe Park	Pocket Park	1.7
Loren Kondo Park	Pocket Park	0.5
Wildhorse Park	Neighborhood Park	2.72



James J Hill Park



Kehoe Park



Loren Kondo Park



Wildhorse Park

Section 7.3.2
Current Environmental Features and Natural Resources

The following are natural features that are important to consider when planning for the Focus Area.

Wetlands and Streams – There are no wetlands or streams in and around the Focus Area. The nearest body of water is the Spokane River just south of the Focus Area. Wet areas generally will not be a concern as the area changes or as redevelopment occurs.

Rathdrum Aquifer – Most of the Focus Area overlies the Spokane Valley-Rathdrum Prairie Aquifer. This aquifer is the sole source of water for most of Spokane County, as well as neighboring Kootenai County in Idaho. It is a "sole source aquifer" which means it supplies at least 50 percent of the drinking water for its service area where there is no reasonably available alternative source should the aquifer become contaminated. This aquifer is highly susceptible to contamination; best practices include eliminating septic tanks and pre-treating stormwater over the aquifer. The latter is important to consider as potential redevelopment and/or streetscaping occurs.

Erodible Soil – Several large areas with erodible soils exist adjacent to the Focus Area on the east, and overlap slightly into the Focus Area, especially east of the Esmeralda Golf Course. Areas with varied topography (Beacon Hill) which can contribute to soil that is more susceptible to erosion. The hilly topography and erodible soil contribute to less suitable areas for development.

Habitat - Most of the Beacon Hill area is considered part of the local white-tailed deer's wintering ground and migratory route as well as a movement corridor for elk, moose, various raptors throughout remnant ponderosa pine habitat surrounded by urban development. Future development of the Hillyard area may increase wildlife-vehicle collisions."



SECTION 7.4
Implementation Strategies

Specific strategies identified for each Plan Area related to parks and open space:

Hillyard Business District

- ***NSC Open Space/Stormwater Facility:*** Add landscaping, a walking path connecting to Harmon Park to the Children of the Sun Trail, and educational signage that informs the public on stormwater management. This is P.2 on **Figure 7.1**.
- ***Aquatic Center Site:*** Explore possibilities of vacating the ROW to expand and enlarge the existing open space area for additional recreational use. This is P.3 on **Figure 7.1**.
- ***Children of the Sun Trailhead:*** Establish a formal trailhead for the Children of the Sun trail at the Wellesley Avenue intersection, featuring additional seating, public art installations, and rental bikes/ scooters for public use. The trailhead would also serve as a welcoming gateway into the Hillyard area. This is P.4 on **Figure 7.1**.

Hillyard Residential

- ***Arlington Elementary School Site Improvements:*** Enhance the existing playground and open spaces at Arlington Elementary School. This is P.1 on **Figure 7.1**.

The Yard

- ***Public Works Open Space and Stormwater Facility:*** Provide new and additional landscaping; turn the site into a passive gathering area. This is P.5 on **Figure 7.1**.

Beacon Hill

- ***Beacon Hill Reservoir Open Space:*** Convert this site into a new park. This is P.6 on **Figure 7.1**.
- ***Minnehaha Conservation Area and Park Enhancements:*** Improve the existing trails, and add wayfinding signage to enhance the user experience of the park. This is P.7 on **Figure 7.1**.
- ***Additional Access to Beacon Hill Bike Park:*** Consider additional city-sanctioned access points to Beacon Hill bike trail system to augment existing access points to the south and east. Possible locations at east end of Valley Springs Rd. or north side of Esmerelda Golf Course. Include wayfinding elements from Children of the Sun Trail and Hillyard Business District.
- Consult with Washington Department of Fish and Wildlife biologists on mitigation strategies and habitat management to increase the safety of both wildlife and people in new developments.

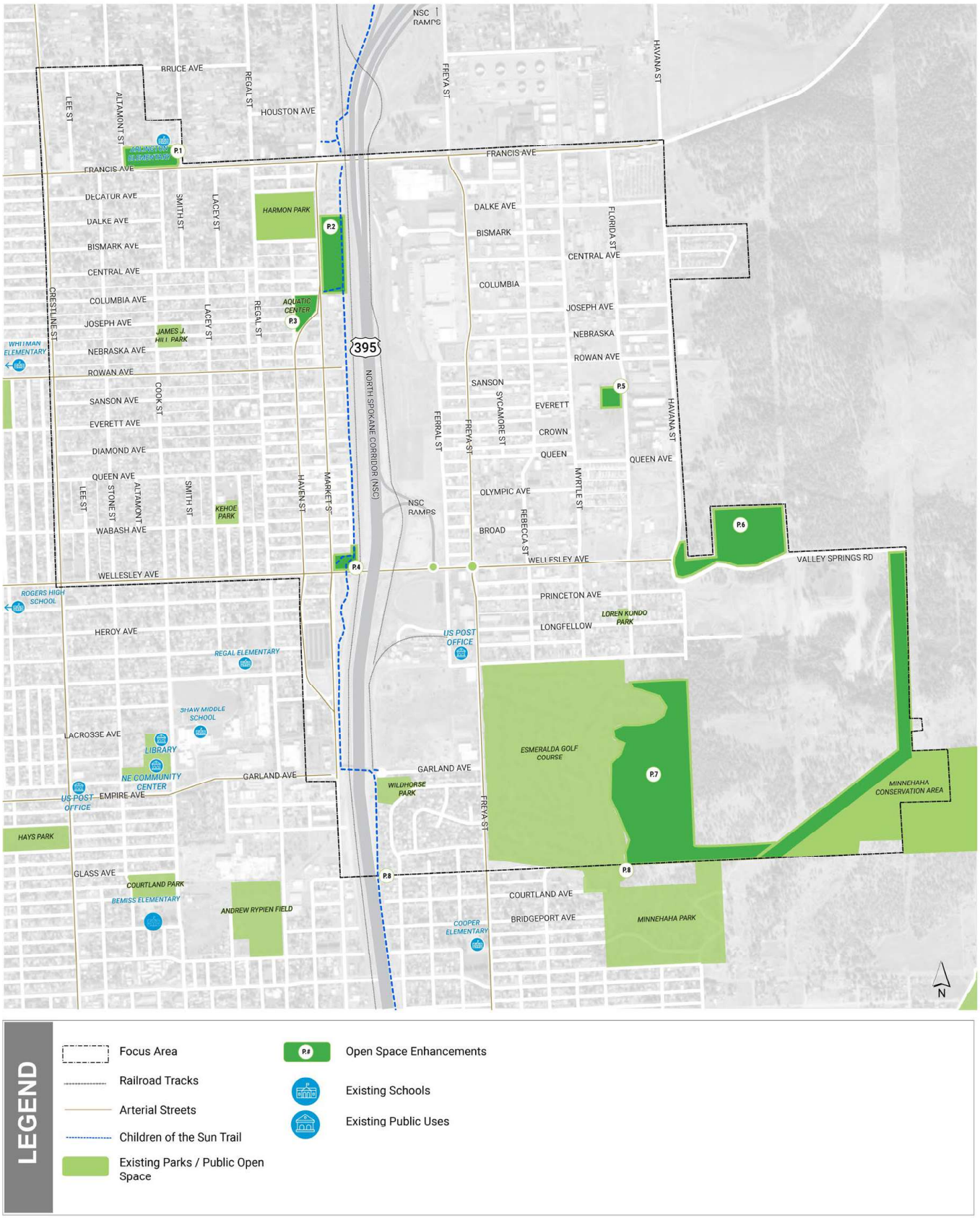
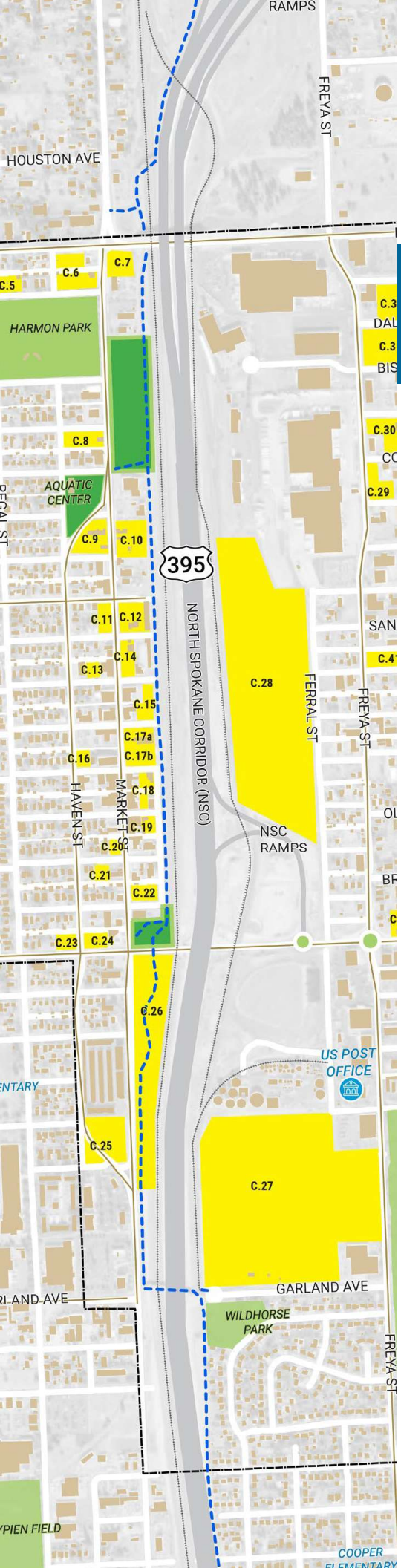


***Figure 7.1** - Open Space Enhancements in Focus Area*



Chapter 8

Costs and Funding

SECTION 8.1
Introduction

The goal of this chapter is to provide a model for funding the catalytic improvements necessary to foster the revitalization and development opportunities envisioned in this Plan.

The Plan identifies 53 catalyst sites with the potential for new development or redevelopment throughout the study area. However, the catalyst sites in West Hillyard are primarily small vacant commercial properties on Market Street and Haven Street. These properties are on completed streets and are largely expected to be able to be developed without major infrastructure investments. Thus, this chapter focuses on the Yard area and the infratructure investments needed for redevelopment of the catalyst sites there.

A major barrier to new development in The Yard is the lack of infrastructure that has stagnated investment in the area, particularly for industrial development. One of goals of the Plan is to determine how infrastructure investments in The Yard can help it capture a greater share of industrial development. This chapter provides a summary of the costs and funding analysis included in the complete Funding Strategies Report in **Appendix K**.

SECTION 8.2
Phase 1 Framework

The Plan has identified 20 catalyst sites within The Yard totaling 95 acres and with up to 852,000 square feet of development capacity. The Plan also identified up to $39.5 million in road and utility infrastructure improvements needed to make these properties "development ready."

The primary funding and financing challenge addressed in this chapter is how to pay for the up-front infrastructure needed for The Yard to be competitive and capture its share of potential industrial development within the region. **Table 8.1** shows these costs in greater detail.

Table 8.1 - *The Yard Total Infrastructure Costs*

Description	Cost
Potable Water Service	
Increased Standby Storage - North Hill Pressure Zone	--
Distribution & Transmission Conveyance Infrastructure	$4,450,000
Distribution & Transmission Extension	$1,850,000
Larger Diameter Network	$5,250,000
Subtotal	**$11,550,000**
Sanitary Sewer Service	
No City Costs Listed	--
Subtotal	**--**
Drainage & Stormwater Management Facilities	
Clustered Regional Facilities (Initial Phase)	$10,960,000
Clustered Regional Facilities (Buildout)	$5,475,000
Subtotal	**$16,435,000**
Broadband Service	
No City Costs Listed	--
Subtotal	**--**
Electrical Power and Natural Gas Services	
No City Costs Listed	--
Subtotal	**--**
Road Improvements	
Freya St - Wellesley Ave to Francis Ave	$1,375,000
Rowan Ave - Sycamore St to Myrtle St	$996,526
Myrtle St - Wellesley Ave to Dalke Ave	$5,652,726
Florida St - Queen Ave to Princeton Ave	$2,118,478
Local Roads - East Side Improvements	$1,100,000
Wellesley Ave - Freya St to Havana St	$226,048
Subtotal	**$11,468,778**
Total City Investment in the Yard Infrastructure	**$39,453,778**

Due to large infrastructure requirements for the Yard totaling $39.5 million, which would be required to develop most of the catalyst sites within the Yard, the Plan narrows the scope of the financial and development analysis to an initial first phase of development that would reduce the amount of upfront infrastructure needed to catalyze initial development. This initial Phase 1 area includes the southern portion of the Yard and all the Wellesley Business District. By shifting the focus area, the known infrastructure costs were reduced from $39.5 million to $14.4 million. **Figure 8.1** depicts the smaller geographic area and catalyst sites.

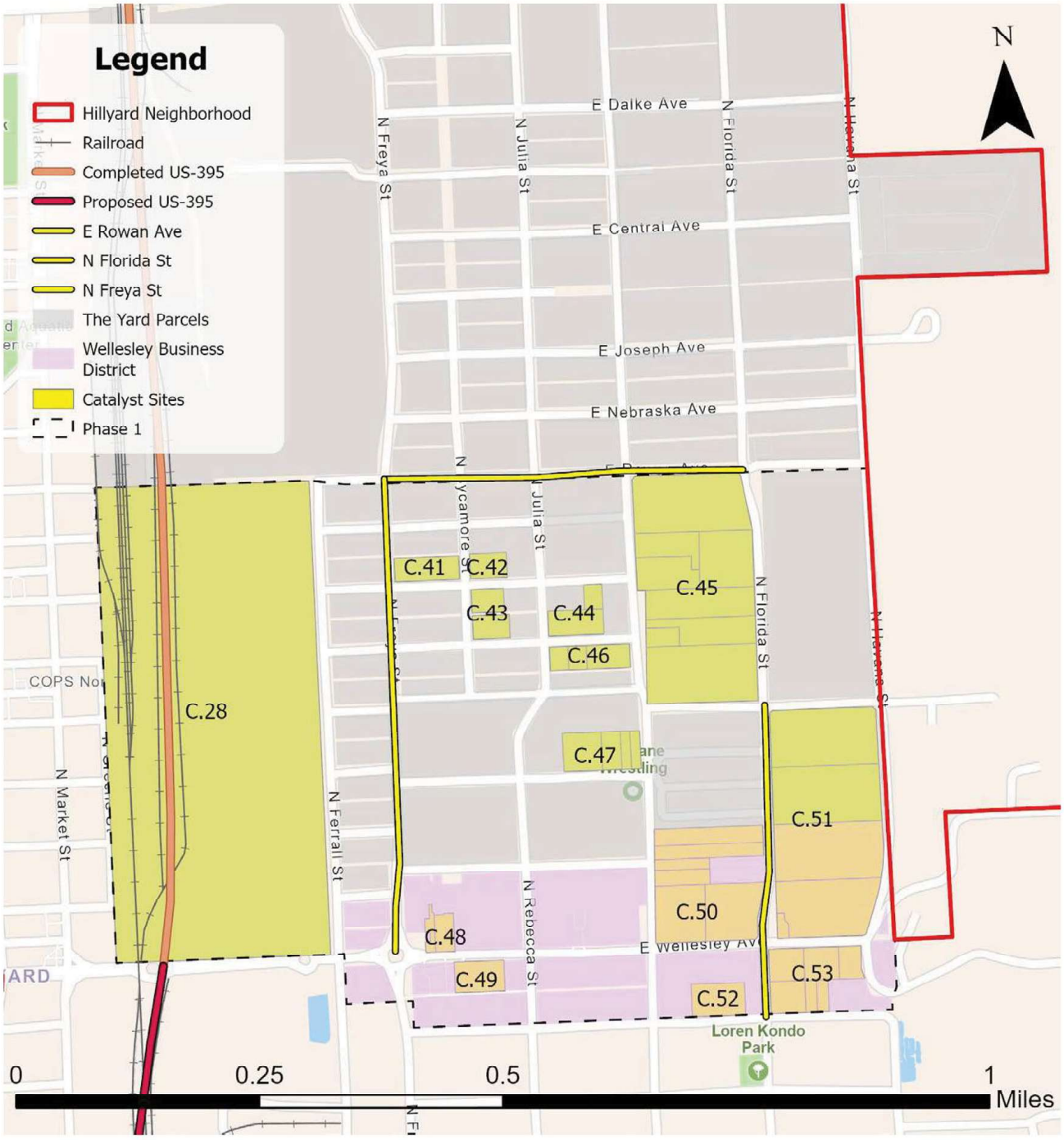


Figure 8.1. ***-*** *Phase 1 Area*

Section 8.2.1
Absorption Projection

The Phase 1 area reduces the upfront infrastructure needed but still includes 14 of the 20 catalyst sites in The Yard including the largest and most marketable parcels.

The medium absorption scenario is used as a basis for creating the projected absorption for the 14 catalyst sites. In addition, EPS discussed each site in detail with stakeholders to determine an estimated timing of development for each site given the infrastructure investments needed in the area. This resulted in a development timeline stretching from 2027 to 2037. Additional assumptions include an FAR of 0.3 for all commercial uses, and a multifamily assumption of 25 dwelling units per acre with 1,000 square foot units, as shown in **Table 8.2**.

Table 8.2 - *Phase 1 Projected Absorption*

Description	Land Use Type	Acres	Site Sq. Ft.	Units	Bldg. Sq. Ft.	Est. Year Built
The Yard						
Site C28	Industrial & Flex	25.3	1,102,068	--	330,620	2035
Site C41	Industrial & Flex	1.0	44,431	--	13,329	2036
Site C42	Industrial & Flex	0.6	27,007	--	8,102	2036
Site C43	Industrial & Flex	1.1	47,480	--	14,244	2037
Site C44	Industrial & Flex	1.2	54,014	--	16,204	2032
Site C45	Industrial & Flex	17.2	750,539	--	225,162	2032
Site C46	Industrial & Flex	1.3	54,886	--	16,466	2034
Site C47	Industrial & Flex	2.0	87,120	--	26,136	2034
Subtotal	--	**50**	**2,167,546**	**--**	**650,264**	**--**
Wellesley Business District						
Site C48	Industrial & Flex	0.8	33,106	--	9,932	2028
Site C49	Office	1.0	44,867	--	13,460	2029
Site C50a	Office	4.0	175,111	--	52,533	2028
Site C50b	Multifamily	6.2	267,894	154	153,750	2028
Site C51a	Industrial & Flex	8.7	378,972	--	113,692	2027
Site C51b	Multifamily	7.9	344,560	198	197,750	2027
Site C52	Industrial & Flex	1.2	50,094	--	15,028	2030
Site C53	Office	3.3	142,006	--	42,602	2027
Subtotal	**--**	**33**	**1,436,609**	**352**	**598,747**	**--**
Total by Class						
Industrial & Flex		60.4	2,629,717	--	788,915	--
Office		8.3	361,984	--	108,595	--
Retail		0.0	0	--	0	--
Multifamily		14.1	612,454	352	351,500	--
Subtotal		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**
Total		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**

Source: Stantec; Economic & Planning Systems

The majority of this development would consist of industrial and flex uses, which accounts for 788,915 square feet of commercial space. The addition of 352 multifamily units will be significant for the neighborhood, especially considering that only 475 multifamily units currently exist.

Section 8.2.2
Capital Projects

Infrastructure costs for The Yard include those for roadway improvements, potable water, and stormwater management. The analysis assumed known costs for the capital projects. For proforma modeling purposes, all projects with an unknown timeframe have been modeled over a three-year period (2027 to 2029). **Table 8.3** identifies the projects, associated costs, and timeframes.

TABLE 8.3
CAPITAL PROJECTS AND COSTS

Project	Cost	Timeframe
Roads		
Freya Street (from Wellesley to Rowan)	$3.7 million	2027 to 2029
Rowan Avenue (from Freya to Florida)	$236,000	Unknown (modeled 2027-2029)
Florida Street (from Queen to Princeton)	$3.2 million	Unknown (modeled 2027-2029)
Potable Water		
Freya Street Water Distribution Infrastructure	$452,000	2027 to 2029
Rowan Avenue Water Distribution Infrastructure	$0	Unknown (modeled 2027-2029)
Florida Street Water Distribution Infrastructure	$370,000	Unknown (modeled 2027-2029)
Stormwater Management		
Regional Stormwater Facility	$6.0 million	Unknown (modeled 2027-2029)

Stormwater is the costliest investment out of all the capital improvements. If completed, this investment would significantly benefit the Yard as many of the sites are small with little room for on-site stormwater detention. With a clustered facility, the need for on-site detention would be diminished, significantly improving the ability to develop smaller parcels within the Yard. Given its cost, it may need to be funded using multiple sources. Additional capital projects are referenced in **Chapters 5 and 6, and Appendices H and I**.

SECTION 8.3
Public Financing Framework

Section 8.3.1
Available Public Financing Tools

The primary funding tool anticipated to be used for funding redevelopment costs within The Yard is tax increment financing (TIF). TIF Districts can be enabled by cities through several different acts and programs including Local Improvement Districts (LIDs), the Community Revitalization Financing (CRF) Act, the Local Infrastructure Financing Tool (LIFT), and Local Revitalization Financing (LRF) Program. The City of Spokane established a TIF District in 2019 for property within the Northeast Public Development Authority (NEPDA).

NEPDA was formed in 2012 as a special revenue district. The City and County established the first TIF district for northeast Spokane in 2019 as a revenue source for NEPDA. The City and County then expanded the TIF boundary in 2023, as shown in **Figure 8.2**. NEPDA TIF revenues are anticipated to be a primary source of revenues for infrastructure investments. NEPDA can issue loans and bonds, and it also has governance over its boundaries as outlined in ordinance and its charter.

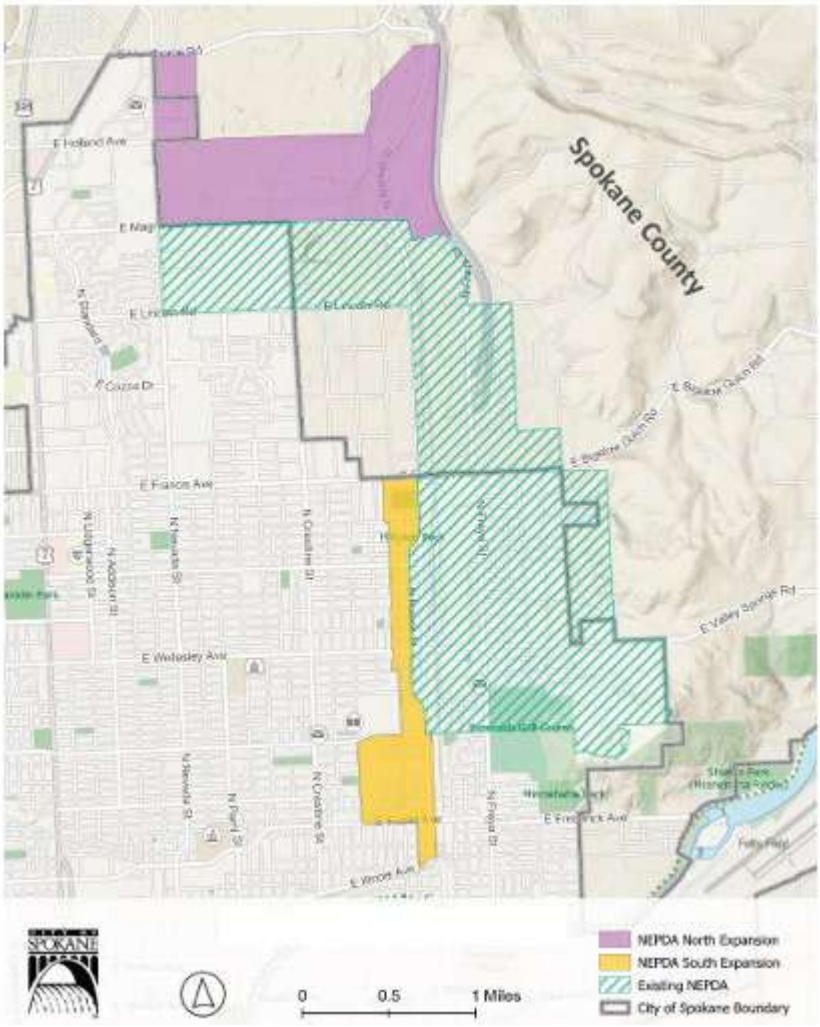


Figure 8.2. ***-*** *Current NEPDA Boundary*

Section 8.3.2
Other Funding and Financing Tools



There are several other financing districts enabled in the State of Washington that could be used to help with redevelopment and infrastructure funding in The Yard. Some of the potential districts including LIFT and LRF utilize TIF as their primary financing tools so are largely redundant to the TIF District established for NEPDA. The other available districts and programs that rely on other revenue streams are summarized below.

8.3.2.1 Local Improvement District (LID)

LIDs are special assessment districts that are formed by a city or county, with the approval of the property owners within the district. LIDs are not self-governing special purpose districts. LIDs are most often formed to assess the cost of site-specific improvements such as local streets or sidewalks. However, in some cases, a developer could establish a LID that would require future property owners to pay their share of local infrastructure improvements.

An additional beneficial function of LIDs is the ability to form a Utility Local Improvement District (ULID), which can be done during initial LID formation or after traditional LID formation (RCW 35.43.042-.043). In addition to the special assessment, ULIDs capture additional revenues from utility revenues within the district (i.e., tap fees, etc.). With a traditional LID, any utility revenues would be pledged to the local entity rather than the LID. This is particularly applicable in The Yard, where most improvements needed are utility improvements.

Over time, the implementation of a site-specific LID and/or ULID would allow the City to invest in targeted areas of the Yard to help bring sites closer to being “development ready.” This could include road and water service improvements for Freya Street between Wellesley Avenue and Rowan Avenue, road improvements for Myrtle Street between Wellesley Avenue and Rowan Avenue, road improvements for Florida Street between Wellesley Avenue and Rowan Avenue, and road and water service improvements for Rowan Avenue between Ferrall Street and Havana Street.

8.3.2.2 Public Utility District (PUD)

A PUD is a special improvement district established for purposes of funding utility improvements, including water, wastewater and storm drainage. Improvements can be funded through general obligation or revenue bonds using property tax or special assessments. A district can be established by a county or by voter petition, which then transfers governance to the PUD.

A PUD may be an appropriate district for distributing a portion of the costs of a regional stormwater facility, especially given its significant cost in relation to other infrastructure projects that are planned in the Yard. In addition, a LID could be formed within the PUD to help fund site-specific costs through special assessment bonds. One challenge of forming a PUD in the Yard would be its requirement to be established through voter petition.

8.3.2.3 Local Infrastructure Financing Tool (LIFT)

The LIFT program was established by the state in 2006 to provide financial support for local infrastructure projects in designated areas called Revenue Development Areas (RDAs). Economic activity within the RDA is expected to generate tax revenue that meets or exceeds the state’s contribution. Cities receive their contribution from the state by imposing a local sales and use tax (LIFT) that is credited against the state sales tax. One benefit of the program is that consumers do not see an increase in sales tax.

The LIFT program could be established in a broadly defined area in-and-around the Yard to help capture additional revenue. While the Yard itself does not generate a lot of revenue

from sales tax, its surrounding retail uses could help provide additional revenue. In addition, any use tax collected by the state during the development of the Yard could also be captured as a one-time revenue source. One challenge of establishing an RDA for the LIFT program would be the expectation that the total sales and use tax revenue generating economic activity within the Yard either meets or exceeds that of the state's contribution.

8.3.3: Grants and Other State Programs

The Spokane area has been successful obtaining a few state and federal grants including two BUILD (Better Utilizing Investments to Leverage Development) grants for road and multimodal improvements near Spokane International Airport. These two grants total $34.1 million and were issued in 2019 ($11.3 million) and 2023 ($22.8 million). Grants are competitive and one-time revenue sources, but they can be an important source of capital funding and can be a way to accelerate the development of needed projects in the CIP. The following grant and state programs should be pursued as qualified projects are identified.

8.3.3.1 BUILD Grant Program

BUILD grants are federal grants issued by the U.S. Department of Transportation (US DOT) for surface transportation infrastructure projects with significant local and/or regional impact. Eligible projects include highway and bridge projects, public transportation projects, railway projects, freight and intermodal projects, multimodal transportation projects, and port infrastructure improvements.

Projects submitted to the US DOT are evaluated based on if the project can improve public safety, promote environmental sustainability, enhance quality of life, promote economic growth, encourage collaboration, replace or rehabilitate aging infrastructure, utilize innovative technology, and support underserved communities. A few projects in the Yard that may be good candidates for a BUILD grant including improvements to major thoroughfares in the area including Wellesley Avenue, Freya Street, and Francis Avenue. Many of the local road projects, such as improvements to Rowan Avenue, would likely be too small in scale to be considered for a BUILD grant.

8.3.3.2 Community Economic Revitalization Board (CERB)

The CERB finances public infrastructure through loans and grants to support private business development. Currently, there are four programs the CERB administers: the Committed Private Partner Program (CPP), the Planning Program (PP), the Prospective Development Program (PD), and the Rural Broadband Program (RB). The PP and RB program only serve rural communities.

Section 8.4 Tax Revenue Forecasts

The Plan created a cash flow model used to estimate annual projected revenue and expenses, taxes, and other revenue sources over time to help support the cost of new capital infrastructure improvements in Phase 1. This section summarizes this work – detail can be found in **Appendix K**.

8.4.1: Pro Forma Cash Flow Model

A pro forma cash flow model was created to analyze Phase 1 revenues and expenses over a 30-year period. The project's financial returns are evaluated on both a levered and unlevered basis to estimate the funding gap. A third scenario evaluates the removal of stormwater costs altogether as they as the most expensive and serve a larger area-wide function.

8.4.1.1 Revenues

The model considers existing and future revenues due to the NEPDA. These include property tax TIF, local sales tax TIF, New Construction Sales Tax (NCST), and NEPDA's existing TIF revenues. Additional sources, such as grants, are considered but have not been included in this version of the model. Future versions of the model could be modified to include additional revenue sources. It

should be noted that all revenue sources currently projected will come through NEPDA, a levered scenario.

Using a 2 percent inflationary factor, both property tax TIF and sales tax TIF are projected out 30 years. It is important to note that this model does not consider any additional increment collected outside of the subject area. Based on this projection, over a 30-year period NEPDA's existing property tax TIF revenues will total $19.48 million and NEPDA's existing sales tax TIF revenues will total $6.21 million. 2024 is used as the base year in this model.

8.4.1.2 Expenses

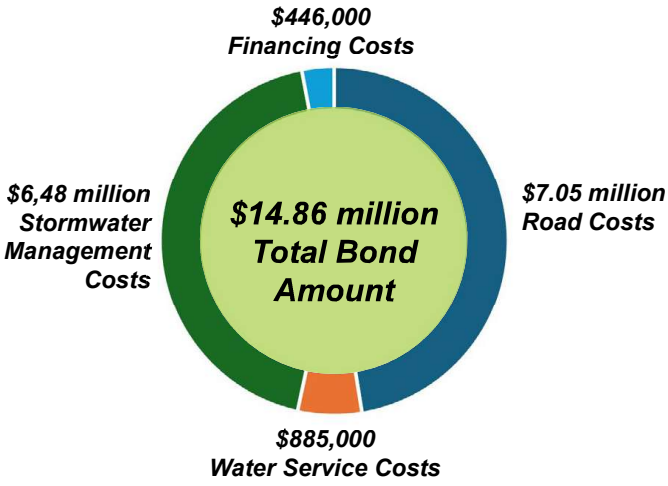
Expenses listed in the model include the three road projects, three water projects, and a new regional facility for stormwater management, as identified earlier in this chapter, and NEPDA's annual operating costs. The costs for each of the road and water projects are inflated 2 percent year-over-year and split in the following manner: 50 percent of total cost in 2027, 25 percent of total cost in 2028, and 25 percent of total cost in 2029.

On top of necessary capital investments in Phase 1, NEPDA would need to continue to account for its day-to-day operations. In 2024, NEPDA's operating costs were $504,575. Over a thirty-year period, this totals $21.4 million. To account for this in the model, this cost is inflated annually at 2 percent. Any significant changes to the operating budget could be accounted for, if necessary.

8.4.1.3 Funding Gap

Leveraged Scenario: In the base unlevered development scenario (not including bond financing), the net operating income (NOI) over a thirty-year period is $3.69 million. This assumes that all current NEPDA revenues, in addition to new revenues, would be contributed to the capital investments in Phase 1. If only accounting for new revenues, the NOI drops to negative $25.45 million. In addition, NOI is significantly impacted in Years 3-5 and would realistically not be funded without the use of bond financing.

Realistic Leveraged Scenario: The most realistic financing scenario would be to issue **TIF revenue bonds** to finance the costs of investing in the necessary capital infrastructure. This would result in all the necessary infrastructure project costs and associated financing costs being paid for up front by a bond. The total bond amount needed to cover these costs would be $14.86 million. This includes $7.05 million in road costs, $885,000 in water service costs, $6.48 million in stormwater management costs, and $446,000 in financing costs. The assumed terms of the bond include a 30-year term with a 7 percent interest rate.



Under this levered scenario, from 2024 to 2054, NEPDA Operating Costs are projected to total $21.38 million. Meanwhile, total revenues are projected to total $39.48 million, resulting in a NOI of $18.1 million. Bond Debt Service Payments would total $35.59 million. This results in an overall Debt Service Coverage Ratio (DSCR) of 0.51, which indicates that not enough revenue would be generated to cover the debt obligations. To achieve a DSCR of 1.25, an additional $26.38 million in funding sources would be needed.

If the stormwater management project, the largest upfront cost at $6.5 million, were to be removed from the model, the Bond Debt Service payments would total $20.05 million, as shown in **Table 8.4**, a significant reduction from $35.59 million. While revenues would still not fully account for the cost of debt (DSCR of 0.90), the funding gap is significantly reduced. To achieve a DSCR of 1.25, an additional $6.96 million in funding sources would be needed.

Description	Total	2024 Year 0	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6
Operating Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Total Costs	**-$21,383,617**	**-$504,575**	**-$514,667**	**-$524,960**	**-$535,459**	**-$546,168**	**-$557,092**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Leveraged Project Cash Flows								
Net Operating Income (NOI)	$18,099,750	$101,618	$103,650	$105,723	$1,050,529	$1,417,365	$697,982	$329,021
Bond Debt Service Payments	-$20,051,747	$0	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392
Debt Service Coverage Ratio	0.90	--	0.16	0.16	1.57	2.12	1.04	0.49
Net Present Value (NPV) (2025)	**-$714,827**	**$101,618**	**-$527,796**	**-$491,456**	**$311,938**	**$571,388**	**$21,097**	**-$226,137**
DSCR Goal	1.25							
Bond Debt Service Payments	$20,051,747							
Total Funding Needed	**$25,064,683**							
Current NOI	$18,099,750							
Funding Gap	**$6,964,933**							

Source: Economic & Planning Systems

Table 8.4 *- Levered Pro Forma without Stormwater, 2024 to 2054*

SECTION 8.5
Summary

The Phase 1 Financial Model is a work in progress. The scenarios tested demonstrate that a financing plan based on using the existing NEPDA sources of TIF revenues have the potential to cover a substantial portion of the infrastructure needed to develop the catalyst sites in The Yard. Nevertheless, there is still a funding shortage regardless of the scenarios presented. The City and NEPDA will need to identify one or more additional funding sources, and/or evaluate an even smaller initial phase of development that further reduces upfront infrastructure investments. The financial pro forma model developed herein can be used to test other scenarios and/or variations in financing approach. It can also be used to incorporate other revenue sources including any grants that the City may ultimately receive.

Overall, in spite of the strategies applied, the project continues to have a funding gap, though the alternative without stormwater is the closest to being financially feasible. This is indicative of the lack of additional funding sources for capital improvement projects. To fund some of these projects, and in particular to fund the stormwater management system, additional funding from other local, state and federal sources will be necessary.



Chapter 9

Implementation

SECTION 9.1
Introduction

This chapter consolidates all of the goals and actions from previous chapters, organized by category, and prioritizes them for implementation. These are categorized with targeted timelines that are short-term (complete within the next two years), mid-term (complete within two to five years), or long-term (complete in five or more years).

Section 9.1
Implementation Tables

NOTE: Implementation actions from the Urban Framework Plan are located in **Appendix K** and implementation actions that are directly associated with Capital Improvements Planning are located in **Appendix L**.

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Land Use and Urban Design Strategies (Chapter 3)										
L.1*	**Future Land Use**	Hillyard Study Area	Comp Plan	Update Future Land Use Plan to reflect the preferred land use concept in the Subarea Plan	City of Spokane – Community and Economic Development Department	High	Short Term			
L.2*	**Mixed Use**	Hillyard Study Area	Comp Plan	Create a new family of mixed-use zones for centers and corridors, as recommended in the Corridors and Centers study.	City of Spokane – Community and Economic Development Department	High	Short Term On-going			On-going
L.3*	**Walkability Changes**	Hillyard Study Area	Zoning	Consider modifying block size, frontage, and connectivity requirements to achieve a more walkable environment.	City of Spokane – Community and Economic Development Department	High	Short Term			
L.4*	**Design Standards**	Hillyard Study Area	Zoning	Create design standards for the public realm outside of the zoning ordinance to guide public investments during street projects.	City of Spokane – Community and Economic Development Department	High	Mid Term			
L.5*	**CPTED**	Hillyard Study Area	Zoning	Explore implementation of Crime Prevention Through Environmental Design principles.	City of Spokane – Police Department – Neighborhoods, Housing, and Human Services	High	Mid Term			
L.6*	**ROW Vacation**	Hillyard Study Area	Zoning	Create evaluation criteria for when a right-of-way could be vacated and formalize a process for bulk vacations.	City of Spokane – Community and Economic Development Department; – Public Works Department – NEPDA	High	Mid Term On-going			On-going

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Capital Improvements Plan										
L.7	**Facade Improvements**	Hillyard Study Area	Programs	Build on existing, or previously existing, façade improvement programs for existing businesses.	City of Spokane – Community and Economic Development Department; business owners – NEPDA		Mid Term On-going			On-going
L.8	**Code Enforcement**	Hillyard Study Area	Programs	Collaborate with Code Enforcement and others to resolve property maintenance concerns.	City of Spokane – Community and Economic Development Department; business owners		On-going			
L.9	**Facade Improvement Incentives**	Hillyard Business District	Programs	Establish a program that incentivizes property owners to improve their site and exterior building facades.	City of Spokane – Community and Economic Development Department; – NEPDA		Short Term On-going			On-going
L.10	**Activity Centers**	Hillyard Business District	Programs	Designate areas within the Hillyard Business District prime for redevelopment as activity centers	City of Spokane – Community and Economic Development Department; – NEPDA		Short Term			
L.11	**Performance-based Zoning**	Hillyard Study Area	Zoning	Consider performance-based zoning standards including criteria for when they are triggered, to ensure impacts are addressed to maintain quality of life for neighborhood residents.	City of Spokane – Community and Economic Development Department – Engineering Department		Short Term			
L.12	**Mixed-Use Zoning**	Hillyard Business District	Zoning	Implement appropriate zoning that allows for a variety of employment, residential, and commercial uses including mobile vendors within the individual districts.	City of Spokane – Community and Economic Development Department		Short Term			

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Housing Strategies (Chapter 4)										
H.1	**Existing Resident Preference**	Hillyard Study Area	Housing	Consider policies or programs that allow preference for existing residents in applications for new affordable housing units.	City of Spokane – Community and Economic Development Department – Affordable housing partners – Neighborhood, – Housing, and Human Services (NHHS) Department		Short Term			
H.2	**Anti-Displacement**	Hillyard Study Area	Housing	Consider a series of anti-displacement metrics that can be monitored throughout the implementation of this plan.	City of Spokane – Community and Economic Development Department		Short Term			
H.3*	**BID**	Hillyard Business District	Housing	Explore the creation of a Hillyard Business Improvement District (BID), which would have the power to collect revenues and directly support initiatives which mitigate displacement of local businesses.	City of Spokane – Community and Economic Development Department – NEPDA	High	Short Term On-going			On-going
H.4	**Rental Assistance**	Hillyard Study Area	Housing	Create a rental assistance fund to minimize displacement impacts on the most economically vulnerable.	City of Spokane – Community and Economic Development Department; Neighborhoods, Housing, and Human Services		Mid Term			
H.5	**Land Bank**	Hillyard Study Area	Housing	Utilize the Spokane Land Bank to acquire land for affordable housing.	City of Spokane – Community and Economic Development Department; Neighborhoods, Housing, and Human Services		Mid Term			

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Housing Strategies (Chapter 4)										
H.6	**Design standards**	Hillyard Study Area	Housing	Amend design standards to reduce soft costs that can increase construction costs, with a focus on making supporting construction of more housing types.	City of Spokane – Community and Economic Development Department		Mid Term On-going			On-going
H.7	**Ground Floor Retail**	Hillyard Study Area	Housing	Consider reducing or eliminating requirements for ground floor retail in mixed-use developments in the Hillyard area, including in applicable corridor and center zoning districts.	City of Spokane – Community and Economic Development Department		Mid Term			
H.7	**Financial Incentives for Housing**	Hillyard Study Area	Housing	Identify possible financial incentives to the production of studio and one-bedroom units, the type identified as most needed in the Market Study.	City of Spokane – Community and Economic Development Department – NEPDA		Mid Term			
H.8	**Public-private partnerships**	Hillyard Study Area	Housing	Consider public-private partnerships with employers looking to add new employment opportunities to provide affordable housing to workers in Hillyard.	City of Spokane – Community and Economic Development Department – NEPDA		Mid Term			
Transportation and Mobility Strategies (Chapter 5)										
T.1*	**Infrastructure Prioritization**	Hillyard Study Area	Transportation and Mobility	Add criteria reflecting economic development potential, impact on existing community, and areas economic and social benefits to the City's infrastructure prioritization matrix	City of Spokane – Public Works Department	High	Short Term On-going			On-going
T.2*	**Market / Haven Decoupling**	Hillyard Business District	Transportation and Mobility	Take steps to effectuate a decoupling of Market and Haven Streets to create a functioning urban center that places priority on the pedestrian experience.	City of Spokane – Public Works Department	High	Short Term On-going			On-going

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Housing Strategies (Chapter 4)										
T.3*	**Equity and Accessibility**	Hillyard Study Area	Transportation and Mobility	**Equity and Accessibility for Growing Populations**: As new households and employees are added to the area, prioritize transportation improvements that enhance equity and accessibility for underserved Hillyard communities.	City of Spokane – Public Works Department	High	LongTerm			
T.4	**Roadway Infrastructure and Freight Mobility**	Hillyard Study Area	Transportation and Mobility	**Roadway Infrastructure and Freight Mobility**: Implement roadway design standards that are conducive to heavy freight vehicles for roads in the east Hillyard area.	City of Spokane – Public Works Department		Mid Term			
T.5	**Multimodal Transportation and Pedestrian Access**	Hillyard Study Area	Transportation and Mobility	**Multimodal Transportation and Pedestrian Access**: Develop new multi-modal corridors east of NCS to connect residential neighborhoods with the rest of the city such as: • **Transit Services for Employment Hubs**: New transit routes should be developed to connect residential areas with major employment hubs, industrial zones, and the downtown core • **Pedestrian and Bicycle Infrastructure Expansion**: Continue the trail and bike network expansion and address the current gaps in sidewalks and pedestrian amenities to connect residents to transit stops, employment centers, and parks.	City of Spokane – Public Works Department		LongTerm			

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Open Space (Chapter 10)										
O.1	**Aquatic Center Open Space**	The Yard	Open Space	**Aquatic Center Site**: Explore possibilities of vacating the ROW to expand and enlarge the existing open space area for additional recreational use (UFP P.3)	City of Spokane – Public Works Department – Aquatic Center		Mid Term			
O.2	**Children of the Sun Trailhead**	Hillyard Business District	Open Space	**Children of the Sun Trailhead**: Establish a formal trailhead for the Children of the Sun trail at the Wellesley Avenue intersection, featuring additional seating, shade structures, public art installations, and rental bikes/ scooters for public use. The trailhead would also serve as a welcoming gateway into the Hillyard area. (UFP P.4)	City of Spokane – Public Works Department – Parks and Recreation Department		Mid Term			

Appendices

Appendix A - Plan References and Resources

Appendix B – Current Zoning and Development Standards

Appendix C– Demographics & Housing Conditions Report

Appendix D – Property Inventory

Appendix E – Community Engagement Activities

Appendix F – Urban Framework Plan (UFP)

Appendix G – Hillyard Transportation Analysis and Recommendations

Appendix H – Utilities and Drainage Report

Appendix I – Market Study Report

Appendix J – Public Financing Strategy

Appendix K – UFP Planning Initiatives Table

Appendix L – Capital Improvements Table

Appendix A

Plan References and Resources

Appendix A – Plan References and Resources

The following subsections summarize each existing plan and resource that are referred to within the body of the document, their applicable goals/policies/determinations, and lists which sections of the report each are referenced within.

I.1 City of Spokane "Shaping Spokane" Comprehensive Plan

The most recent iteration of the City of Spokane's Comprehensive Plan, "Shaping Spokane," was adopted in 2017 and sets goals and policies that guide decisions and local actions relating to land use/urban design, housing, transportation, economic development, environmental protection, and capital projects. Furthermore, this plan contains the land use designations for properties within the municipal limits.

All development standards, capital investments, and other policy decisions must align with the Comprehensive Plan. The Comprehensive Plan is arranged as a series of Elements that focus on various aspects of the City and its long-range planning. Each element contains some degree of existing conditions analysis followed by goals and policies that guide future city decisions.

I.1.1 Comprehensive Plan Housing Goals and Policies

Table I.1.1.a summarizes the Comprehensive Plan's goals and policies that directly address housing needs; this data was used to inform *Chapter 7: The Housing Element* of this Report.

Table I.1.1.a – Comprehensive Plan Housing Goals/Policies

Goal	Policies
H 1: Housing Choice and Diversity. Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.	**H 1.4: Use of Existing Infrastructure**. Direct new residential development into areas where community and human public services and facilities are available.
	H 1.7: Socioeconomic Integration. Promote socioeconomic integration throughout the city.
	H 1.8: Affordable Housing Requirement. Include a percentage of affordable housing within all new developments that include housing.
	H 1.9: Mixed-Income Housing. Encourage mixed-income developments throughout the city.
	H 1.10: Lower-Income Housing Development Initiatives. Support and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market for housing by using federal, state, and local aid.
	H 1.11: Access to Transportation. Encourage housing that provides easy access to public transit and other efficient modes of transportation.
	H 1.12: Affordable Housing Funding Sources. Support the development of affordable housing development funding sources.
	H 1.13: Siting of Subsidized Low-Income Housing. Set clear site selection criteria for publicly subsidized housing to minimize geographic concentrations of publicly subsidized housing projects in neighborhoods with a high percent of minority or low-income households.
	H 1.16: New Manufactured Housing. Permit manufactured homes on individual lots in all areas where residential uses are allowed.

Table I.1.1.a – Comprehensive Plan Housing Goals/Policies	
Goal	**Policies**
	H 1.17: Partnerships to Increase Housing Opportunities. Create partnerships with public and private lending institutions to find solutions that increase opportunities and reduce financial barriers for builders and consumers of affordable and lower-income housing.
	H 1.18: Distribution of Housing Options. Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.
	H 1.19: Senior Housing. Encourage and support accessible design and housing strategies that provide seniors the opportunity to remain within their neighborhoods as their housing needs change.
	H 1.20: Accessory Dwelling Units. Allow one accessory dwelling unit as an ancillary use to single-family homes in all designated residential areas as an affordable housing option.
	H 1.21: Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.
	H 1.22: Special Needs Housing. Encourage the retention, inclusion, and development of special needs and assisted living housing.
	H 1.23: Distribution of Special Needs Housing. Include units that are affordable for low-income special need families in all housing developments.
H 2: Housing Quality. Improve the overall quality of the City of Spokane's housing.	**H 2.1: Housing Rehabilitation**. Provide assistance for housing rehabilitation beyond housing maintenance code requirements if the assistance is supportive of general community development activity and is on a voluntary basis.
	H 2.2: Property Responsibility and Maintenance. Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city.
	H 2.3: Housing Preservation. Encourage preservation of viable housing.
	H 2.4: Linking Housing with Other Uses. Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.

I.1.2 Comprehensive Plan Transportation Goals and Policies

Table I.1.2.a summarizes the Comprehensive Plan's relevant transportation-related goals and policies; this data was used to inform *Chapter 8: The Transportation and Mobility Element* of this Report.

Table I.1.2.a – Comprehensive Plan Transportation Goals and Policies	
Goal	**Description/Supportive Actions**
TR Goal A: Promote a Sense of Place	Promote a sense of community and identity through the provision of context sensitive transportation choices and transportation design features, recognizing that both profoundly affect the way people interact and experience the city.

Table I.1.2.a – Comprehensive Plan Transportation Goals and Policies	
Goal	**Description/Supportive Actions**
TR Goal B: Provide Transportation Choices	Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.
TR Goal C: Accommodate Access to Daily Needs and Priority Destinations	Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.
TR Goal D: Promote Economic Opportunity	Implement projects that support and facilitate economic vitality and opportunity in support of the city's land use plan objectives.
TR Goal E: Respect Natural and Community Assets	Protect natural, community, and neighborhood assets to create and connect places where people live their daily lives in a safe and healthy environment.
TR Goal F: Enhance Public Health and Safety	Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.
TR Goal G: Maximize Public Benefits and Fiscal Responsibility with Integration	Design and maintain a fiscally efficient, environmentally responsible, and socially equitable transportation system that serves its users through coordinated planning and budgeting with other partners and utilities.
Policy	**Description/Supportive Actions**
TR 1 Transportation Network for All Users	Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons.
TR 2 Transportation Supporting Land Use	Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.
TR 5 Active Transportation	Identify high-priority active transportation projects to carry on completion/upgrades to the active transportation network.
TR 6 Commercial Center Access	Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.
TR 7 Neighborhood Access	Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
TR 9 Promote Economic Opportunity	Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas, develop "Great Streets" that enhance commerce and attract jobs.
TR 10 Transportation System Efficiency & Innovation	Develop and manage the transportation system to function as efficiently as possible while exploring innovative opportunities and technologies.
TR 11 Transit Operational Efficiency	Support efficient transit operations through street and transit stop designs on transit priority streets that comply with standards and include transit-supportive elements, such as shelters, lighting, and schedule information. Assist in implementing the STA Comprehensive Plan.

Table I.1.2.a – Comprehensive Plan Transportation Goals and Policies	
Goal	**Description/Supportive Actions**
TR 12 Prioritize & Integrate Investments	Prioritize investments based on the adopted goals and priorities outlined in the comprehensive plan.
TR 13 Infrastructure Design	Maintain and follow design guidelines (including national guidelines such as MUTCD, NACTO, AASHTO) reflecting best practices that provide for a connected infrastructure designed for our climate and potential emergency management needs and respecting the local context. Local context may guide signage and elements such as traffic calming, street furniture, bicycle parking, and community spaces. Accessibility guidelines and emergency management needs will be maintained.
TR 14 Traffic Calming	Use context-sensitive traffic calming measures in neighborhoods to maintain acceptable speeds, manage cut-through traffic, and improve neighborhood safety to reduce traffic impacts and improve quality of life.
TR 15 Activation	Build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place, with a focus on the designated Centers and Corridors identified in the Land Use chapter.
TR 17 Paving Existing Unpaved Streets	Identify and prioritize resources for paving existing dirt and gravel streets and alleyways to reduce air pollution and prioritize infill and economic development.
TR 20 Bicycle/Pedestrian Coordination	Coordinate bicycle and pedestrian planning to ensure that projects are developed to meet the safety and access needs of all users.
TR 21 Safe & Healthy Community Education & Promotion Campaigns	Promote healthy communities by providing a transportation system that protects and improves environmental quality and partner with other agencies to implement innovative and effective measures to improve safety that combine engineering, education, evaluation, and enforcement.
TR 23 Effective and Enhanced Public Outreach	Assess the effect of potential transportation projects on gathering places or destinations such as schools, community centers, businesses, neighborhoods, and other community bodies by consulting with stakeholders and leaders that represent them. These effects are to be mitigated as possible in collaboration with stakeholders.

I.1.3 Comprehensive Plan Utilities Goals and Policies

Table I.1.3.a contains the Comprehensive Plan's utilities goals and their associated policies that are especially pertinent to the Focus Area.

Table I.1.3.a – Comprehensive Plan Utilities Goals and Policies	
Goal/Policy	**Description/Supportive Actions**
CFU 1 Adequate Public Facilities and Services	Provide and maintain adequate public facilities and utility services and reliable funding in order to protect investment in existing facilities and ensure appropriate levels of service

Table I.1.3.a – Comprehensive Plan Utilities Goals and Policies	
Goal/Policy	**Description/Supportive Actions**
CFU 1.1 Level of Service	Adopt written level of service standards for each type of public facility or utility service and provide capital improvements to achieve and maintain such standards for existing and future development.
CFU 1.2 Operational Efficiency	Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing the capacity, use, and/or life expectancy of existing facilities.
CFU 1.3 Maintenance	Require the maintenance, rehabilitation, and renovation of existing capital facilities
CFU 1.4 Use of Existing Structures	Require the use and adaptive reuse of existing buildings before new community facilities are constructed.
CFU 1.6 Management Plans	Establish and maintain management plans for capital facilities whose level of service standards could be affected by future growth and development.
CFU 1.7 Funding	Identify and pursue all practical and equitable ways to fund the capital improvement projects necessary to serve existing and future development.
CFU 2 Concurrency	Ensure that those public facilities and services necessary to support development are adequate to serve the development and available when the service demands of development occur without decreasing current service levels below locally established minimum standards.
CFU 2.1 Available Public Facilities	Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.
CFU 2.3 Phasing of Services	Develop and implement a phasing schedule for the provision of services within the Urban Growth Area that is reflected in six-year capital improvement plans and strategically coordinates planned service levels with anticipated land use and development trends.
CFU 2.4 Impact Fees	Include impact fees as one possible mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities.
CFU 3 Coordination	Promote contiguous, orderly development and provision of urban services through the regional coordination of land use and public services related to capital facilities and utilities.
CFU 3.1 Special Purpose Districts	Enter into agreements with special purpose districts within the adjacent Urban Growth Area (UGA) to address the provision of urban governmental services and public facilities.
CFU 3.2 Utility Installations	Facilitate the coordination of public and private utility activities by giving interested utilities timely notification of road projects that would afford them an opportunity for utility installation and maintenance.
CFU 3.3 Utilities Coordination	Work with adjacent planning jurisdictions and private utility providers to develop a process that ensures consistency between each jurisdiction's utilities element and

Table I.1.3.a – Comprehensive Plan Utilities Goals and Policies	
Goal/Policy	**Description/Supportive Actions**
	regional utility plans, as well as coordinated and timely siting of regional and countywide utility facilities.
CFU 3.5 Uniformity of Standards	Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).
CFU 4 Service Provision	Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.
CFU 4.1 Compact Development	Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.
CFU 4.3 Underground Utilities	Require new utility lines to be installed underground and encourage the conversion of existing overhead distribution lines to underground lines unless it is not physically feasible.
CFU 5: Environmental Concerns	Minimize impacts to the environment, public health, and safety through the timely and careful siting and use of capital facilities and utilities.
CFU 5.2 Water Conservation	Encourage public and private efforts to conserve water.
CFU 5.3 Stormwater	Implement a Stormwater Management Plan to reduce impacts from urban runoff.
CFU 5.4 Ground Water	Protect, preserve, and enhance ground water resources through proactive, aggressive measures
CFU 6 Multiple Objectives	Use capital facilities and utilities to support multiple interests and purposes.
CFU 6.1 Community Revitalization	Provide capital facilities and utility services strategically in order to encourage and support the development of Centers and Corridors, especially in deteriorated areas of the city.
CFU 6.2 Economic Development	Make capital improvements that stimulate employment opportunities, strengthen the city's tax base, and attract private investment to target areas.
CFU 6.3 Joint Use of Public Sites	Encourage the acquisition of sites for public and quasi-public purposes that are of sufficient size to meet current and future needs and allow for joint use.

I.1.4 Comprehensive Plan Parks and Recreation Goals and Policies

Chapter 12 – Parks and Recreation of the Comprehensive Plan provides policy directives that seek to sustain and enhance the inventory of parks and open spaces within Spokane's Urban Growth Area (UGA) boundaries.

Policies throughout the plan emphasize the need to protect and preserve areas for the public's use that fall under the following criteria:

- Contain wildlife habitat and/or distinct landforms such as rock structures
- Hold culturally significant or aesthetic value
- Serve as a buffer between two conflicting land uses

- Are near or can provide linkages to existing parks and/or open space
- Are located near or on riparian areas, flood plains, or wetlands
- Fall under the designation of a shoreline as outlined in Spokane's Shoreline Master Program, such as areas along the Spokane River and Latah Creek

The identification of areas that fall under any of these criteria will be further supported through community feedback with an emphasis on the perspective of indigenous residents. To encourage open space preservation on the residential level, one policy encourages the City to work with property owners and developers to preserve open space within and/or between developments. Furthermore, the Comprehensive Plan acknowledges the need to identify and establish corridors that connect parks and open space with each other, amenities, and public transit routes to ensure equal access amongst community members. To fulfill these policy initiatives, Chapter 12 – Parks and Recreation encourages the City to establish and annually update a six-year capital improvement program for the implementation of the *Parks, Recreation and Open Spaces Plan*.

Table I.1.4.a includes all goals and policies within Chapter 12 of the Comprehensive Plan that are relevant to consider in the undertaking of this subarea plan.

Table I.1.4.a – Comprehensive Plan Parks and Recreation Goals and Policies

Goal	Policies
Provide a park system that is an integral and vital part of the open space system and that takes advantage of the opportunities for passive and active recreation that a comprehensive open space system provides.	Amenities Within City Boundaries: Provide open space and park amenities that serve all residents, as determined by the level of service standards.
	Access to Open Space and Park Amenities: Provide for linkages and connectivity of open space and park amenities.
	Parks and Recreation Amenities: Continue to develop parks and recreation amenities that enhance the local economy.
	Park Funding: Consider all potential funding sources to maintain the adopted level of service for parks.
	Cultural and Historic Parks: Encourage the preservation of and showcase the cultural and historic character of the parks and the park system.
Work with other agencies to provide a convenient and pleasant open space related network for pedestrian and bicyclist circulation throughout the City of Spokane.	Trails and Linkages: Provide trails and linkages to parks in accordance with city adopted plans.
	Trail Corridor Development: Include landscaping, revegetation, and reforestation in trail corridor development where appropriate and desirable to provide a pleasant trail experience, compatible with adjacent uses.
Assure an indoor and outdoor recreation program, which provides well rounded recreational opportunities for citizens of all ages and abilities.	Recreation Opportunities: Assure an indoor and outdoor recreation program, which provides well rounded recreational opportunities for citizens of all ages and abilities.
	Private Partnerships: Create public-private partnerships and develop incentives for community-oriented programs that are responsive to needs and foster participant support of all ages and abilities.
	Indoor Recreational Facilities and Programs: Provide facilities and programs that afford the public the opportunity to participate in a broad range of indoor recreational activities.
	Outdoor Recreational Facilities: Provide facilities and programs that allow the public the opportunity to participate in a broad range of outdoor recreational activities.

Table I.1.4.a – Comprehensive Plan Parks and Recreation Goals and Policies	
Goal	**Policies**
Encourage and pursue a climate of cooperation between government agencies, non-profit organizations, and private business in providing open space, parks facilities, and recreational services that are beneficial for the public.	Duplication of Recreational Opportunities: Facilitate cooperation and communication among government agencies, nonprofit organizations, school districts, and private businesses to avoid duplication in providing recreational opportunities within the community.
	Cooperative Planning and Use of Recreational Facilities: Conduct cooperative planning and use of recreational facilities with public and private groups in the community.
	Joint Park and Open Space Planning: Ensure that parks, open space, and trails are planned and funded in coordination with Spokane County prior to allowing urban development within the city's Urban Growth Area (UGA), yet outside city limits.
Provide a parks and recreation system that is enjoyable, efficient, financially responsible, and a source of civic pride.	Quality of Service: Provide high quality service to the community in all parks and recreation programs, services, and facilities.
	Modern Management Practices: Employ state-of-the-art techniques in the park and recreation profession by providing staff training, labor-saving equipment, automatic systems, durable materials, effective facility design, and responsive leisure services.
	Standards and Policies: Maintain open communication and collaborative planning processes that help define service levels based on good management practices while providing quality service to the public.
	Volunteers: Encourage and recruit volunteers to serve on advisory boards for program and facility design, leadership in program offering, and community service labor.
	Public Participation: Ensure that decisions regarding the city's park and open space system encourage the full participation of Spokane's citizenry.

I.1.5 Comprehensive Plan Land Use Designation Description

The Comprehensive Plan describes the thirteen (13) land use designations that fall within the Focus Area as follows:

- **Center & Corridor Core (CC Core):** This designation allows commercial, office, and residential uses in designated Centers and Corridors. The type, intensity, and scale of uses allowed shall be consistent with the designated type of Center or Corridor. This Comprehensive Plan designation
- **Center & Corridor Transition (CC Transition):** These areas are intended to provide a transition of mixed uses (office, small retail, and multi-family residential) between the Center & Corridor Core designations and existing residential areas. Office and retail uses are required to have residential uses on the same site.
- **General Commercial:** The General Commercial designation includes a wide range of commercial uses. Everything from freestanding business sites or grouped businesses (shopping centers) to heavy commercial uses allowing outdoor sales and warehousing are allowed in this designation. Higher density residential use is also allowed. Commercial designated land is usually located at the intersection of or in strips along principal arterial streets. In locations where this designation is near residential areas, zoning categories

should be implemented that limit the range of uses that may have detrimental impacts on the residential area. Existing commercial strips are contained at their current boundaries with no further expansion allowed.

- **Neighborhood Retail:** The Neighborhood Retail designation recognizes the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside designated centers and corridors. These locations are usually found along arterial streets, typically at the intersection of two arterials. In neighborhoods that are not served by a center or corridor, existing neighborhood businesses provide nearby residents access to goods and services.

  To encourage the creation of mixed-use environments that attract growth in centers, no new neighborhood retail locations should be designated outside of a Center. Further, business expansion at existing locations should be contained within the boundaries occupied by the existing designation. Business infill within these boundaries is also allowed.

  Businesses that are neighborhood-serving and pedestrian-oriented are encouraged in Neighborhood Retail locations. Buildings should be oriented to the street and provide convenient and easily identifiable side-walk entries to encourage pedestrian access. Parking lots should not dominate the frontage and should be located behind or on the side of buildings. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people who live outside the surrounding neighborhood and should be allowed only along principal arterials. Residential uses should be permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

- **Neighborhood Mini Center:** This designation allows the same uses as Neighborhood Retail. Higher density residential use is encouraged in these areas. The Neighborhood Mini-Center designation recognizes the existence of small neighborhood-serving businesses in locations that are two to five acres in size that lie outside Centers and Corridors designated on the Land Use Plan Map. Similar to Neighborhood Retail, the Neighborhood Mini-Center designation consists of small, freestanding businesses usually sited at the intersection of or along arterial streets. Another characteristic of this designation is the greatly restricted potential for redevelopment of the surrounding area to support a full neighborhood center. Consequently, the Mini-Center designation limits mixed-use development to the boundaries of the existing Mini-Center designation.

  Mini-Center locations are encouraged to become small, mixed-use centers with residential use as a major component. Residential use adds market demand for neighborhood business and enables enhanced transit service to these locations. Shared-use parking arrangements are encouraged to increase the development intensity of the site for both residential and commercial uses.

  This designation allows the same uses as the Neighborhood Retail designation. No new drive-through facilities, including gas stations and similar auto-oriented uses, should be allowed except along principal arterial streets. Buildings should be oriented to the street to encourage walking by providing easy pedestrian connections. Parking lots should not dominate the frontage and should be located behind or on the side of buildings.

- **Office:** The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections for as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.
- **Residential 15+ (Residential High):** This designation allows higher density residential use at a density of 15 or more units per acre or more.
- **Residential 15-30 (Residential Moderate):** This designation allows higher density residential use at a density of 15 to 30 units per acre.
- **Residential 10-20 (Residential Plus):** This designation allows single-family residences or two-family residences on individual lots or attached (zero-lot line) single-family residences. The allowed density is a minimum of 10 and a maximum of 20 units per acre. Allowed structure types are single-family residences or two-family residences on individual lots or attached (zero-lot line) single-family residences. Other residential structure types may be permitted through approval of a Planned Unit Development or other process identified in the development regulations.
- **Residential 4-10 (Residential Low):** This designation allows single-family residences, and attached (zero-lot line) single-family residences. The allowed density is a minimum of four units and a maximum of ten units per acre. Allowed structure types are single-family residences, attached (zero-lot line) single-family residences, or two-family residences in appropriate areas. Other residential structure types may be permitted through approval of a Planned Unit Development or other process identified in the development regulations.
- **Open Space:** This designation includes major publicly or privately owned open space areas, such as golf courses, major parks and open space areas, and cemeteries. These areas usually have facilities for active and passive recreation and include paved and unpaved roads, parking lots, hard surface trails, and buildings and facilities that support activities occurring in the Open Space area.
- **Heavy Industrial (HI):** This designation is intended to accommodate heavier industrial uses at locations where there is no interaction with residential uses.
- **Light Industrial (LI):** This designation is intended for those lighter industrial uses, which produce little noise, odor, or smoke. River-oriented residential use is permitted in the Light Industrial designation.

I.2 Spokane Municipal Code Title 17

The Spokane Municipal Code Title 17 establishes standards for the design, materials, methods of construction, location and use of buildings and other improvements to land. Furthermore, this title establishes the procedures for the approval, inspection, and enforcement of those standards. The information displayed in the following subsections was used to inform *Chapter 6: The Land Use and Urban Design Element* of this Report.

I.2.1 Zoning District and Overlay Zone Descriptions

Table I.2.1.a summarize the various zoning districts and overlay zones that occur in the Focus Area as prescribed by Spokane Municipal Code Title 17.

Properties that are within an overlay zone are subject to additional requirements along with those imposed by their zoning district.

Table I.2.1.a – Zoning Districts and Overlay Zones in the Study Area

Zoning District/Overlay Zone	*Description / Purpose*
CC1-DC: Pedestrian Emphasis / Auto Accommodating	The Type 1 Center and Corridor (CC) zone promotes the greatest pedestrian orientation of the CC zones by placing some limitations on auto-oriented activities the allowable size of some uses. ***The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.*
CC2-DC: Pedestrian Enhanced / Auto Accommodating	The Type 2 CC zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. Development incentives allow a higher floor area ratio in exchange for the provision of greater public amenities. ***The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.*
CC4-DC: Mixed Use Transition Zone	The Type 4 CC zone provides a transition of mixed uses (office, small retail and multi-family residential) between the core of the center or corridor and existing or designated residential areas. Residential uses are required to be mixed on the same parcel as proposed office and retail uses. ***The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.*
HI: Heavy Industrial	The heavy industrial (HI) zone is intended primarily for high impact industrial uses while allowing office and limited commercial uses which are harmonious with industrial uses. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
LI: Light Industrial	The light industrial (LI) zone is intended to provide a wide range of employment opportunities without potential conflicts from interspersed residential uses. A full range of industrial, commercial and office use is allowed. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
NR: Neighborhood Retail	Businesses that are neighborhood serving and pedestrian-oriented are encouraged in neighborhood retail locations. Drive-through facilities, including gas stations and similar auto-oriented uses are subject to limitations to reduce the impact of these activities on nearby residential uses.
0: Office	The office (O) zone is used on small sites in or near residential areas or between residential and commercial areas. It is intended to be a low intensity office zone that allows for small-scale offices in or adjacent to residential neighborhoods. Development is intended to be of a scale and character similar to nearby residential development to promote compatibility with the surrounding area.
RHD: Residential High Density	The RHD is a high-density residential zone; allowed housing developments are characterized by high amount of building coverage. The major types of new housing development will be attached and detached single-family residential, duplexes, medium and high-rise apartments, and condominiums (often with allowed accessory uses).

Table I.2.1.a – Zoning Districts and Overlay Zones in the Study Area	
Zoning District/Overlay Zone	***Description / Purpose***
RMF: Residential Multifamily	The RMF is a medium-density residential zone; housing is characterized by one to four story structures. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses and row houses.
RSF: Residential Single-Family	The RSF zone is a low-density single-family residential zone, allowing a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing; new development will be attached and detached single-family residences. In appropriate areas, more compact development patterns are permitted.
RTF: Residential Two-Family	The RTF zone is a low-density residential zone which allows a minimum of ten and a maximum of twenty dwelling units per acre; housing is characterized by one and two-story buildings. The major type of new development will be duplexes, townhouses, row houses and attached and detached single-family residences. Cottage-style and pocket residential development are allowed.
Airfield Influence Areas: **ACZ-5 Traffic Pattern**	The purpose of the airfield overlay zones is to protect the Spokane International Airport and Felts Field by encouraging compatible land uses and densities, reducing hazards to lives and properties, and ensuring a safe and secure flying environment. The airfield overlay zones modify the density and land use standards of the underlying zoning districts.

I.2.2 Zoning District and Overlay Zone Development Standards

The zoning districts are categorized into four distinct zoning types: Center & Corridor, Commercial, Residential, and Industrial. Separate tables are provided for each zoning type categorization except for Commercial and Industrial which are combined under one table.

Tables I.2.2.a, I.2.2.b, and I.2.2.c describe the development standards in terms of lot configurations, density, setbacks, and building height (as applicable) for Center and Corridor, Residential, and Commercial and Industrial zoning types, respectively.

It should be noted that only the *district center or corridor* (DC) center type applies to each center and corridor zoning classification within the Focus Area; this specific application is denoted by "-DC" in the corridor zones heading of Table 6.3.2.1.a.

Table I.2.2.a – Center & Corridor Zoning Type Development Standards Summary			
	Corridor Zones		
Standard	***CC1-DC***	***CC2-DC***	***CC4-DC***
Site area minimum	*Unspecified*	*Unspecified*	*Unspecified*
Maximum impervious surface	*Unspecified*	*Unspecified*	*Unspecified*
Structure height maximum	55-ft	55-ft[1]	40-ft[1]
Front yard setback minimum	10-ft	10-ft	10-ft
Side yard setback minimum	*Unspecified*	*Unspecified*	*Unspecified*

Table I.2.2.a – Center & Corridor Zoning Type Development Standards Summary

	Corridor Zones		
Standard	***CC1-DC***	***CC2-DC***	***CC4-DC***
Rear yard setback minimum	*Unspecified*	*Unspecified*	*Unspecified*
Street lot line setback minimum	0-ft	0-ft[2]	0-ft[2]
Setback requirement where adjacent to RSF and RTF Zoned Lots	10-ft	10-ft	10-ft
Setback requirement where adjacent to Commercial and Industrial Zoned Lots	0-ft	0-ft	0-ft
Minimum floor area ratio (FAR)	0.5	0.5	0.5
Maximum FAR	None	None	None

TABLE NOTES

[1] Building height transition requirements apply when adjacent to RSF and RTF zoned lots. See Section 17C.122.100 for more details.

[2] When adjacent to RSF and RTF zoned lots, the street lot line setback minimum is the same as that of the adjacent residential zoning district for the first 60-ft from the zoning boundary except if the zoning boundary is with in the public right-of-way.

Table I.2.2.b – Residential Zoning Type Development Standards Summary

	Residential Zones			
Standard	***RSF***	***RTF***	***RMF***	***RHD***
Multi-Dwelling Structures or Development				
Minimum lot area	None	None	2,900 sq. ft.	2,900 sq. ft.
Minimum lot width	None	None	25 ft	25 ft
Minimum lot depth	None	None	70 ft	70 ft
Minimum front lot line	None	None	25 ft	25 ft
Compact Lot Standards				
Minimum lot area	3,000 sq ft	None	None	None
Minimum lot width	36 ft	None	None	None
Minimum lot depth	80 ft	None	None	None
Minimum front lot line	30 ft	None	None	None
Attached Houses				
Minimum lot area	4,350 sq ft	1,600 sq ft	1,450 sq ft	None
Minimum lot width	40 ft	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum lot depth	80 ft	50 ft	None	None
Minimum front lot line	40 ft	Same as lot width	Same as lot width	Same as lot width
Detached Houses				

Table I.2.2.b – Residential Zoning Type Development Standards Summary				
	Residential Zones			
Standard	***RSF***	***RTF***	***RMF***	***RHD***
Minimum lot area	4,350 sq ft	1,800 sq ft	1,800 sq ft	None
Minimum lot width	40 ft	36 ft	25 ft	25 ft
Minimum lot depth	80 ft	40 ft	25 ft	25 ft
Minimum front lot line	40 ft	30 ft	25 ft	25 ft
Duplexes				
Minimum lot area	None	4,200 sq ft	2,900 sq ft	None
Minimum lot width	None	25 ft	25 ft	25 ft
Minimum lot depth	None	40 ft	40 ft	25 ft
Minimum front lot line	None	25 ft	25 ft	25 ft
ALL STRUCTURES & LOTS				
Maximum roof height	35 ft	35 ft	35 ft	35 ft
Maximum wall height	25 ft	25 ft	None*	None
FAR	0.5*	0.5*	None	None
Front setback	15 ft	15 ft	15 ft	15 ft
Side Lot Line Setback – Lot width more than 40 ft.	5 ft	5 ft	5 ft	5 ft
Side Lot Line Setback – Lot width 40 ft. or less	3 ft	3 ft	3 ft	3 ft
Street Side Lot Line Setback*	5 ft	5 ft	5 ft	5 ft
Rear setback	25 ft	15 ft	10 ft	10 ft
Minimum Required Outdoor Area for attached and detached houses.*	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES				
Maximum roof height	20 ft	20 ft	35 ft	35 ft
Maximum wall height	15 ft	15 ft	35 ft	35 ft
Maximum coverage*	15%	15%	See primary structure	See primary structure
Maximum Coverage with Detached Accessory Dwelling Unit, Lots less than 5,500 sq. ft.*	20%	20%	See primary structure	See primary structure
Minimum front setback	20 ft	20 ft	20 ft	20 ft
Minimum Side Lot Line Setback – Lot width 40 ft. or wider*	5 ft	5 ft	5 ft	5 ft
Minimum Side Lot Line Setback – Lot width less than 40 ft.*	3 ft	3 ft	3 ft	3 ft

Table I.2.2.b – Residential Zoning Type Development Standards Summary				
	Residential Zones			
Standard	***RSF***	***RTF***	***RMF***	***RHD***
Minimum Street Side Lot Line*	20 ft	20 ft	20 ft	20 ft
Minimum rear setback*	5 ft	5 ft	5 ft	5 ft
Minimum rear setback with alley	0 ft	0 ft	0 ft	0 ft
TABLE NOTES *Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.				

Table I.2.2.c – Commercial and Industrial Zoning Types Development Standards Summary					
	Commercial & Industrial Zones				
Standard	***LI***	***HI***	***O***	***NR***	***GC***
Maximum FAR*	None	None	0.8	0.8	2.5
Maximum Height*	150 ft*	150 ft*	35 ft	35 ft	70 ft
Maximum Height Abutting R Zoned Lots	35 ft*	35 ft*	-	-	-
Minimum Setback from Street Lot Line*	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum Setback from R-zoned Lots*	10 ft	10 ft	10 ft	10 ft	10 ft
Setback from Lot Line abutting an O, OR, NR, NMU, CB, GC, Downtown, CC or I-zoned Lot*	-	-	0 ft	0 ft	0 ft
Minimum front lot line	-	-	10 ft	10 ft	10 ft
Landscaping required	Yes	Yes	Yes	Yes	Yes
Parking required	Yes	Yes	Yes	Yes	Yes
Minimum density	None	None	None	None	None
Maximum density	None	None	30 units per acre	None	None

I.2.3 Zoning District and Overlay Zone Land Use Allowances

Tables I.2.3.a and I.2.3.b summarize the allowable land uses for the non-residential and residential zones, respectively. For brevity, these tables represent a consolidated list to include only those uses that are generally applicable to the Study Area (See the associated Code for a full list).

In most situations, applicants for a conditional use or special use permit must demonstrate compatibility with other properties/uses in the neighborhood.

Table I.2.3.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential								
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***	***ACZ-5***
Residential Categories									
Group Living	P	P	P	L*	N	L/CU	L/CU	L/CU	L
Residential Household Living	P	P	P	L*	L*	P	P	P	L
Commercial Categories									
Commercial Outdoor Recreation	-	-	-	P	P	N	N	P	L
Commercial Parking	P	P	P	P	P	CU*	CU*	P	P
Drive-Through Facility	N	N	N	P	P	L*	L*	P	L
Eating & Drinking Establishments	P*	P*	N[1]	-	-	-	-	-	L
Entertainment, Museum & Cultural	P	P	N	-	-	-	-	-	L
Hotels, Bed & Breakfast	P	P	N	-	-	-	-	-	L
Major Event Entertainment	P	P	N	CU	CU	N	N	P	L
Mini-Storage Facilities	N	P	N	L*	L*	N	N	L*	P
Office	P	P	L*	P	P	P	P	P	L
Parking – Public Lot	P	P	N	-	-	-	-	-	P
Parking – Structured Parking	P	P	P	-	-	-	-	-	P
Retail Sales and Service	P*	P*	L*	L/CU*	L/CU*	N	P	P	L
Vehicles – Sales & Rental and Automotive Parts & Tires	N	P	N	-	-	-	-	-	P
Vehicles – Gasoline sales (less than 6 vehicles)	P	P	P	-	-	-	-	-	-
Vehicles – Vehicle Repair	N	P	N	P	P	N	L*	P	P
Industrial Categories									
High Impact Uses	N	N	N	L*	L*	N	N	N	L/CU
Manufacturing and Production	P*	P*	N	P	P	N	L*	L/CU*	L/CU
Railroad Yards	-	-	-	CU	P	N	N	N	L/CU
Wholesale Sales, Warehouse and Freight Movement	P*	P*	N	P	P	N	N	L/CU*	P
Waste-Related				CU	CU	N	N	N	P
Institutional Categories									
Basic Utilities	P	P	P	P	P	P	P	P	P
Schools, Colleges, and Religious Institutions	P	P	P	P	N	P	P	P	L
Community Service	P	P	P	P	P	P	P	P	L
Daycare	-	-	-	P	CU	P	P	P	L

Table I.2.3.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential								
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***	***ACZ-5***
Medical Centers	-	-	-	P	N	P	P	P	L
Parks and Open Areas	P	P	P	P	CU	P	P	P	P
Other Categories									
Aviation and Surface Passenger Terminals	P	P	P	P	P	CU	CU	CU	P
Essential Public Facilities	P	P	P	CU	CU	CU	CU	CU	P
Rail Lines and Utility Corridors	P	P	P	P	P	CU	CU	CU	P

TABLE NOTES

*Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.
[1] Restaurants that do not sell alcohol are allowed in this zoning district but with special limitations

Table I.2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Residential			
Land Use / Activity	***RSF***	***RTF***	***RMF***	***RHD***
Residential Categories				
Group Living	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P
Commercial Categories				
Commercial Outdoor Recreation	CU	CU	CU	CU
Commercial Parking	N	N	N	N
Drive-Through Facility	N	N	N	N
Eating & Drinking Establishments	N	N	N	N
Entertainment, Museum & Cultural	-	-	-	-
Hotels, Bed & Breakfast	-	-	-	-
Major Event Entertainment	N	CU	CU	CU
Mini-Storage Facilities	N	N	N	N
Office	N	N	CU*	CU*
Parking – Public Lot				
Parking – Structured Parking	N	N	N	N
Retail Sales and Service	N	N	N	N

Table I.2.3.b – Land Use Allowances (Residential)				
P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed				
	City of Spokane Zones – Residential			
Land Use / Activity	***RSF***	***RTF***	***RMF***	***RHD***
Vehicles – Sales & Rental and Automotive Parts & Tires	N	N	N	N
Vehicles – Gasoline Sales	N	N	N	N
Vehicles - Vehicle Repair	N	N	N	N
Industrial Categories				
High Impact Uses	N	N	N	N
Manufacturing and Production	N	N	N	N
Railroad Yards	N	N	N	N
Waste-Related	N	N	N	N
Wholesale Sales, Warehouse and Freight Movement	N	N	N	N
Institutional Categories				
Basic Utilities	L	L	L	L
Colleges, Schools, and Religious Institutions	L/CU*	L/CU*	P	P
Community Service	L/CU*	C/CU*	P	P
Daycare	L	L	P	P
Medical Centers	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P
Other Categories				
Aviation and Surface Passenger Terminals	N	N	N	N
Essential Public Facilities	CU	CU	CU	CU
Rail Lines and Utility Corridors	CU	CU	CU	CU
TABLE NOTES *Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.				

I.3 2017 The Yard Redevelopment Master Plan (YRMP)

The YRMP examines area conditions such as transportation, utility, and drainage deficiencies of the legacy industrial areas of Hillyard (i.e., the eastern portions of the Focus Area). The key focus of this plan is to support the area's evolution into a much more robust employment center for the region.

The YRMP was never formally adopted into the larger City policy framework, though many of its findings and recommendations are carried forward into this Subarea Plan.



Figure xx – The Yards Future Vision artist rendering

I.3.1 YRMP Long Range Redevelopment Strategies

The YRMP includes the *Future Vision (*as an artist illustration) depicting how the area could look when it is built out with future employment, commercial, and housing; this evokes the idea that the legacy industrial areas will transition into a much more robust mixed-use employment center. The YRMP focuses on industrial as the main land use with supportive commercial services, and work force housing. The YRMP identified several infrastructure projects to address prolonged service deficiencies and to serve future uses (those infrastructure projects are discussed in the Transportation and Utilities elements of this Subarea Plan).

As notable components, the YRMP designates five catalyst sites that are believed to possess near-term redevelopment potential for meaningful projects that would produce catalytic benefits to the area. These designated sites include the North Yard, the Former Rail Yard, the Ranch, the Wellesley Corridor, and Esmeralda (a new industrial subdivision); the YRMP outlines the potential land use activities for each of these sites.

Redevelopment Strategy – The YRMP paints a clear vision for how the area could evolve and thrive in the future. To implement this vision, the YRMP includes a multifaceted redevelopment strategy arranged into three main categories: (a) Planning and Policy, (b) Public Infrastructure Improvements, and (c) Marketing. The key Planning and Policy recommendations include adopting a Subarea Plan and making zoning/regulatory refinements. The key Public Infrastructure recommendations focus on roadway, utility line, and stormwater management improvements. The key Marketing recommendations focus on business promotion, providing development incentives, and conducting feasibility assessments for the catalyst sites. The YRMP strategy is carried forward (in part) through this Subarea Plan.

I.3.2 Studies Contributing to the 2017 YRMP

The City of Spokane and NEPDA commissioned multiple studies aimed evaluate certain aspects of the legacy industrial areas in the Focus Area. Those studies serve as the foundation for the YRMP (as they identified local need, opportunities, and/or service deficiencies) and are summarized in the Table I.3.2.a.

Table I.3.2.a – Studies Contributing to the YRMP

Study Name	Description
The YARD: Brownfield Redevelopment Opportunity Zone Assessment (Maul Foster Alondi 2014)	▪ Assesses the potential for a Redevelopment Opportunity Zone (ROZ) designation of the Yard ▪ Calculates the economic benefits of, the criteria required for, and the uses (e.g., funding and incentives) of a ROZ designation
The YARD: Market Conditions and Real Estates Opportunity Assessment (Heartland LLC 2014)	▪ Is a planning level assessment that evaluates potential redevelopment strategies for the Yard ▪ Documents existing land uses in the Yard and current industrial areas and industrial lease rates in the region as well as projects the market advantages of the NSC
Hillyard Infrastructure Assessment and Needs Analysis (Maul Foster Alondi 2015)	▪ Reviews the existing transportation, utility and drainage infrastructure in the Yard area ▪ Identifies service deficiencies and defines potential capital projects that would support current and future land uses which are carried forward in the YRMP
The YARD Heavy Freight User Analysis (ECONorthwest 2015)	▪ Analyzes the implications of future heavy freight users in the Yard area to better understand the needs for those businesses and determine the feasibility of potential infrastructure updates. ▪ Concludes that the NSC and improvements to Freya Street would be the optimal means to accommodate heavy freight users.
Stormwater Management Alternatives Study (Maul Foster Alondi 2020)	▪ Is a follow up to the recommendation from the YRMP to develop a regional stormwater management system ▪ Considers two alternative: 1) Regional Alternative –a single treatment and containment site serving the entire Yard Plan Area through a network of pipes, and 2) Clustered Alternative – a series of localized or "clustered" facilities serving smaller portions of the Yard independently of one another.
2020 Funding Strategies Plan for the Yard	▪ Matches potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan.

I.3.3 YRMP Recommended Transportation and Utility Improvements

The YRMP recommends several transportation and utility improvement projects for the eastern portions of the Focus Area with a geographical emphasis on the legacy industrial areas of the

community. These two kinds of improvements were grouped together because, from a construction standpoint, they can be done in tandem as utility infrastructure typically follows roadways. Table I.3.3.a. lists the recommended transportation and utility projects; the project number (denoted by the column titled "Proj. #") assigned to each project in Table I.3.3.a corresponds to those presented in Figures I.3.3.1 and I.3.3.2 found after the table.

Table I.3.3.a. Priority Transportation Improvements

Proj. #	Project Name	Description
	Regional Projects	
1	Freya Heavy Maintenance	Street maintenance including asphalt grind and overlay of street surface on Freya St. from Wellesley Ave. to Rowan Ave.
2	Sanitary Sewer Mitigation Project	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
3	Freya Reconstruction	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
4	Wellesley Phase I	Extension of the NE Lift Station sewer force main from N. Myrtle St. to a sanitary trunk line at Havana St., including patching and reconstruction of streets as necessary. Coordinated with reconstruction of Wellesley Ave as part of NSC interchange. This project is complete.
5	Wellesley Phase II	Replacement of existing water main at Wellesley Ave., from Rebecca St. to Florida St., acquisition of ROW to construct standard width minor arterial street, and reconstruction of streets as necessary to meet minor arterial street classification.
6	Regional Stormwater Facility	Evaluation of viability of centralized stormwater treatment facility to support future development. If viability is confirmed, project would include ROW acquisition, installation of conveyance utilities, and stormwater treatment facility.
	Local Projects	
7	Florida Phase I	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to Wellesley Corridor and Ranch catalyst properties.
8	Florida Phase II (Wellesley to Francis)	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to North Yard catalyst property. Pavement overlay from Wellesley to Francis completed in 2023.
9	NSC Utility Corridor	Type/Size/Location study for utility corridor and pedestrian crossing, across the NSC; Will require easement or ROW acquisition and water main connection from Freya to Market St. IN 2020-2021, a water line was installed along Rowan from east of Market to west of Freya and under NSC and BNSF along with the Rowan force main.
10	Rowan Phase I	Installation of water, sewer, stormwater underground utilities, and new road surface; Could include pedestrian improvements on one or both sides of the road.
11	Rowan Phase II	ROW acquisition and installation of potable water main extension to complete loop.
12	Freya Phase II	ROW acquisition, installation of underground utilities, and street reconstruction to bring Freya St. to industrial street classification; Includes replacement of potable water mains.
13	Rebecca / Julia Phase I	ROW acquisition, installation of underground utilities, and reconstruction of street to support multiple transportation modes on Rebecca / Julia from Francis to Columbia Aves.; Includes replacement of potable water line.

Table I.3.3.a. Priority Transportation Improvements		
Proj. #	**Project Name**	**Description**
14	Rebecca / Julia Phase II	ROW acquisition and full reconstruction of street to improve Freya to a multi-modal road classification; In addition, a study of siting and design options for a bus stop on this corridor.
15	Freya Phase III	ROW acquisition, installation of underground utilities, and full reconstruction of street to bring Freya to industrial street classification.
16	Infill Street Improvements	ROW acquisition and construction of local roads along Broad, Queen, Central, Dalke Avenues as well as Myrtle and Havana Streets.



Figure I.3.3.1: Local Projects - Priority Infrastructure Improvements



Figure I.3.3.2 – Regional Project: Priority Infrastructure Improvements

I.4 2010 Greater Hillyard North-East Planning Alliance Neighborhood (GHNEPA) Plan

The 2010 GHNEPA Plan assesses the existing conditions, defines area needs, and captures resident aspirations for the NE Spokane neighborhoods of Bemiss, Hillyard, and Whitman

I.4.1 Applicable Goals/Policies

The Plan provides a list of area improvements, safety enhancements, business development, educational opportunities, and City coordination organized by ten overarching strategies

Table I.4.1.a lists each of the strategies along with the applicable projects/initiatives as it relates to the Hillyard Focus Area.

Table I.4.1.a. GHNEPA Plan – Applicable Strategies and Objectives

Strategy	*Objectives*
Strategy 1: Improving Parks and Trails	**1.1:** Gatherings for strengthened sense of community. **1.3:** Improve parks and paths and increase their use. **1.4:** Use school buildings and grounds for events.
Strategy 2: Improved Housing & Commercial Buildings	**2.1:** Improve maintenance, upkeep, new improvements, and values of residences. **2.2:** Improve maintenance, upkeep, new improvements and to increase values of commercial structures in the GHNEPA area.
Strategy 3: Clean and Green GHNEPA Neighborhoods	**3.1**: Implement cleaning and greening projects and processes that are currently workable and important. **3.2**: Leverage the benefits to the community to achieve broader objectives by teaming with other community efforts to improve the community's appearance and health status.
Strategy 4: Public Safey	**4.2:** Create a crime-free environment. **4.5:** Enhance public health efforts in the area.
Strategy 5: Business and Job Development	**5.1:** Promote, develop, and recruit retail businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit commercial/services businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit industrial/manufacturing in the GHNEPA area, particularly in the East Hillyard industrial zone. **5.4:** Develop general mechanisms and programs that will support all three objectives above.
Strategy 6: Transportation and Infrastructure Improvement	**6.1:** Sidewalks, alleys, and roads – to establish priorities for intra-district transportation routes and funding for improvements when and where identified. **6.2:** Rail spur for industry – to secure the economic and community development advantages of rail service to the GHNEPA neighborhoods for both commercial shipping and personal transit needs. **6.3:** Streetcars/Light rail – to promote general transportation access to the Greater Hillyard area, its destination businesses, and its public services. **6.4:** Intra-city Transportation – to improve transportation and personal access for residents to local destinations and public services. **6.5:** Support an integrated network of paved pedestrian routes. **6.6:** Other aspects of transportation and infrastructure development – using the principles and organizations described above, the GHNEPA community should consider other aspects of neighborhood infrastructure improvement and development as appropriate to its future needs.
Strategy 7: Changing the Image	**7.1:** Give people the opportunity to discuss the image of Hillyard. **7.3:** Develop a skateboard day and competition **7.4:** Create a volksmarch

Table I.4.1.a. GHNEPA Plan – Applicable Strategies and Objectives	
Strategy	***Objectives***
	7.5: Erect signs in new garden areas **7.12:** Bring artwork into the area.
Strategy 8: Expanding Educational Opportunities	**8.1:** Support our students and schools (i.e., form and utilize local partnerships) **8.2:** Develop a community school program for all ages (i.e., use school as "mini community" centers and park/open space amenities) **8.3:** Expand technical and skills education (i.e., manufacturing/industrial training school, promote apprenticeship programs) **8.4:** Work to get a non-partisan school board member from Greater Hillyard.
Strategy 9:Extending Services and Church Involvement	**9.1:** Increase public information, outreach, and access (More use of church/places of worship membership to do community outreach). **9.2:** Expand youth services. **9.3:** Additional senior services. **9.4:** New Types of Services (i.e., community walks, enrichment programs, and day care services). **9.5:** More Church [/Places of Worship] Involvement (i.e., collaboration)
Strategy 10: More Efficient Community Organization	**10.1:** Create a leadership roundtable (i.e., regular meetings amongst the neighborhoods). **10.4:** Develop increased representation at all levels of government and other influential organizations.

I.5 2015 NEPDA Development Strategy and Brownfield Business Plan

The 2015 NEPDA Development Strategy and Brownfield Business Plan addresses land market challenges and coordinates impactful and efficient uses of the employment center in the heavy and light industrial uses based on past plans, regulations, analyses, and conditions assessments.

The plan identifies six (6) factors that influence the Yard's development strategy:

1. Marketing and business recruitment/expansion;
2. Environmental Remediation;
3. Land use planning and entitlements;
4. Infrastructure provision;
5. Development fees, taxation, and incentives;
6. Public services (public safety, code enforcement, etc.)

I.6 Spokane Housing Action Plan (HAP)

The City of Spokane adopted a Housing Action Plan (HAP) in July of 2021, which identifies actions the city can consider which will help increase housing options and create more homes for more people. The HAP's purpose is to consider actions that will promote greater housing diversity, affordability, and access to opportunity for residents of all income levels in Spokane.

I.6.1 HAP Goals and Strategies

All goals and strategies from the HAP informed *Chapter 7: The Housing Element* of this Report and are summarized in Table I.6.1.a.

Table I.6.1.a – Spokane Housing Action Plan Goals and Strategies	
Goal	**Strategy**
A. Increase housing supply, options, and affordability for all incomes.	A1. Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighbourhoods.
	A2. Target efforts to increase the development of affordable housing throughout the City to support mixed-income neighborhoods.
	A3. Continue to streamline and simplify changes to the City's permit process, as necessary.
	A4. Leverage infrastructure and investment, including near high-performance transit stops, in Centers and Corridors, the downtown core, and other targeted areas to increase housing supply.
	A5. Revise Accessory Dwelling Unit standards to allow for additional flexibility.
	A6. Leverage public and partner-owned land for affordable housing, including a land bank.
B. Preserve existing housing affordability and quality to help people thrive where they live.	B1. Expand preventative and proactive code enforcement to help maintain safe and quality housing.
	B2. Align and leverage programs, funding, and resources to preserve the quality and livability of existing affordable housing.
	B3. Enhance protections and assistance for renters, particularly the most vulnerable.
	B4. Maintain and improve existing affordable rental housing.
	B5. Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.
C. Enhance equitable access to housing and homeownership.	C1. Reduce barriers and expand access to housing and homeownership for lower income households, first-time homebuyers, people of color, and people with disabilities.
	C2. Address racial inequities and disparities in housing.
	C3. Preserve and stabilize the viability of existing homeownership for low-income homeowners.
D. Leverage and grow partnerships to support housing initiatives across the region.	D1. Support growth management planning which best meet the Comprehensive Plan's goals and policies.
	D2. Leverage partnerships within the health, education, parks, and transportation fields to support housing affordability, access to opportunity and quality of life.
	D3. Grow and expand use of both local and regional housing data and analysis.

I.7 Spokane Parks and Natural Lands Master Plan

The Spokane Parks and Natural Lands Master Plan is intended to guide the development and management of Spokane's parks and natural areas over the next decade. The plan aims to preserve and enhance the city's green spaces to ensure they meet the needs of current and future residents.

To be eligible for grant funding from Washington State's Recreation and Conservation Office (RCO), municipalities must adopt a parks system master plan and update it every 6 years. The Spokane Parks and Natural Lands Master Plan satisfies this RCO requirement and serves as a roadmap for enhancing existing parks, preserving and acquiring additional parkland and open space, and protecting natural bodies of water while promoting aquatic recreation access. As a means to achieve these goals, the Implementation Action Plan described in Chapter 7 outlines a framework for citywide decision making that can be utilized to prioritize and execute projects. The plan utilized technical studies and extensive public engagement to determine the goals, objectives, strategies,

and action items discussed in this plan. By establishing Equity Zones, the plan prioritizes project areas for investment based on history of investments, current conditions, and demographics.

Within the Subarea, the Hillyard Residential District and the Hillyard Business District were designated as the highest equity priority. As shown in Figure I.7.1, the Yard District is designated as a park gap area, indicating it has a high concentration of households more than a 10-minute walk from a park, and is classified as an opportunity area for new parks within the plan. The designations for these three districts within the subarea indicate a high probability of future investment and parkland development. Specifically, Wildhorse Park near the southeastern border of the Hillyard Business District is one of two parks within the City that is designated as the highest investment priority.

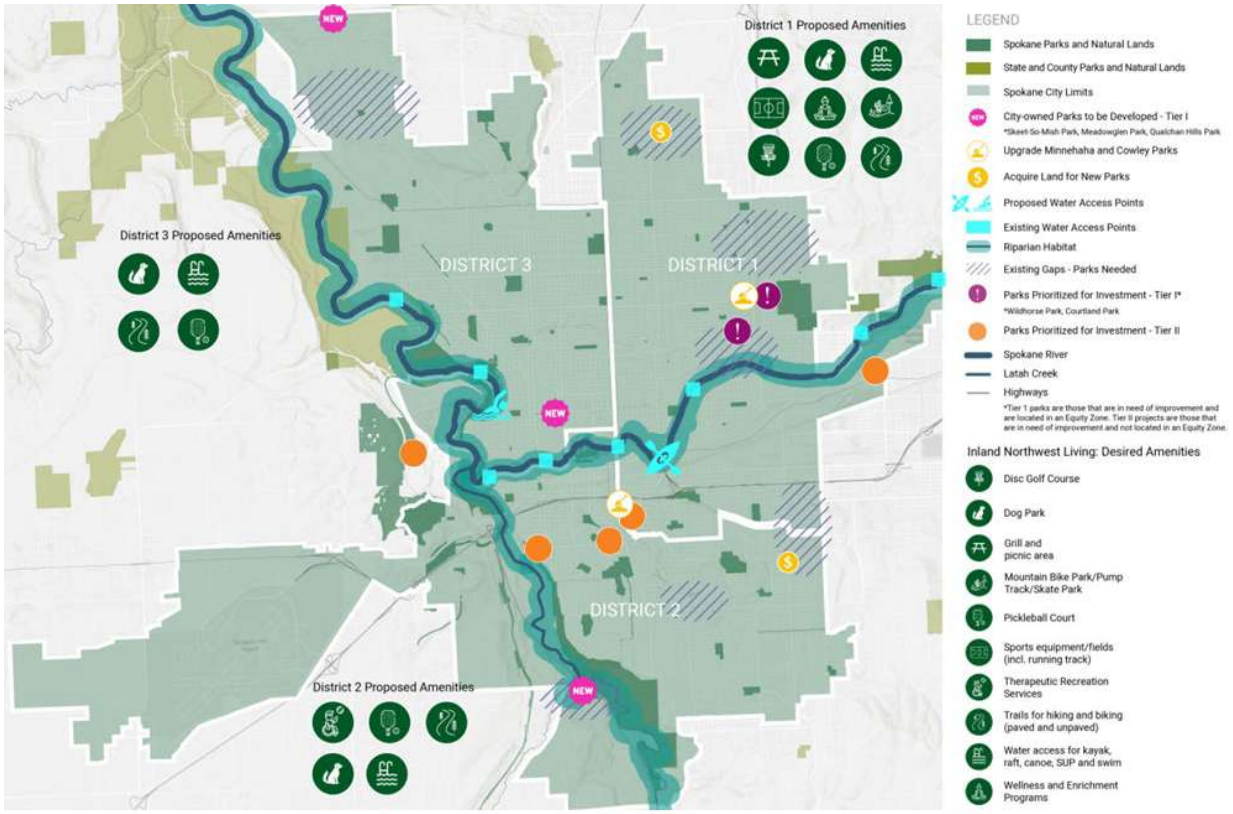


Figure I.7.1 – Parks and Open Space Vison Map

I.8 Bigelow Gulch Corridor Safety and Mobility Project

The Bigelow Gulch Corridor is an 8.2-mile rural road in Spokane County that connects the City of Spokane with the City of Spokane Valley. The corridor provides a vital connection for regional goods and agricultural and commercial freight movement and links key industrial areas, intermodal facilities, and commercial centers on the east side of the City of Spokane to industrial and business hubs in the City of Spokane Valley. At the west end of the corridor, the road connects to the North Spokane Corridor (US 2 and US 395), and at the east end of the corridor, the road intersects with State Route 290 (Trent Avenue) and I-90 via Sullivan Road. The *Bigelow Gulch Corridor Safety and Mobility Project* is an effort comprised of various roadway improvements to the Bigelow Gulch Corridor intended to provide alternate freight routes for the region. These improvements will generate significant benefits for rural communities along the corridor by:

- Improving access to jobs through greater connectivity to growing commercial and industrial employment centers at either end of the corridor;
- Improving travel times and travel time reliability for residents, freight, and commodities (such as agricultural freight regularly traveling through the area);
- Increasing the potential and attractiveness of inland port areas and intermodal facilities located at either end of the corridor;
- Improving safety for all roadway users by eliminating sub-standard roadway curves; and
- Encouraging mode shift for school trips at the east end of the corridor through the implementation of attractive and safe bicycle and pedestrian infrastructure

This corridor improvement project is also expected to generate additional traffic volumes in the Hillyard Focus Area which, in turn, could spur industrial and commercial development in the area. Figure I.8.1 depicts the key aspects of the corridor improvement project; it should be noted that the North Spokane Corridor project now extends further south (to Wellesley Ave.) than is depicted in the figure.

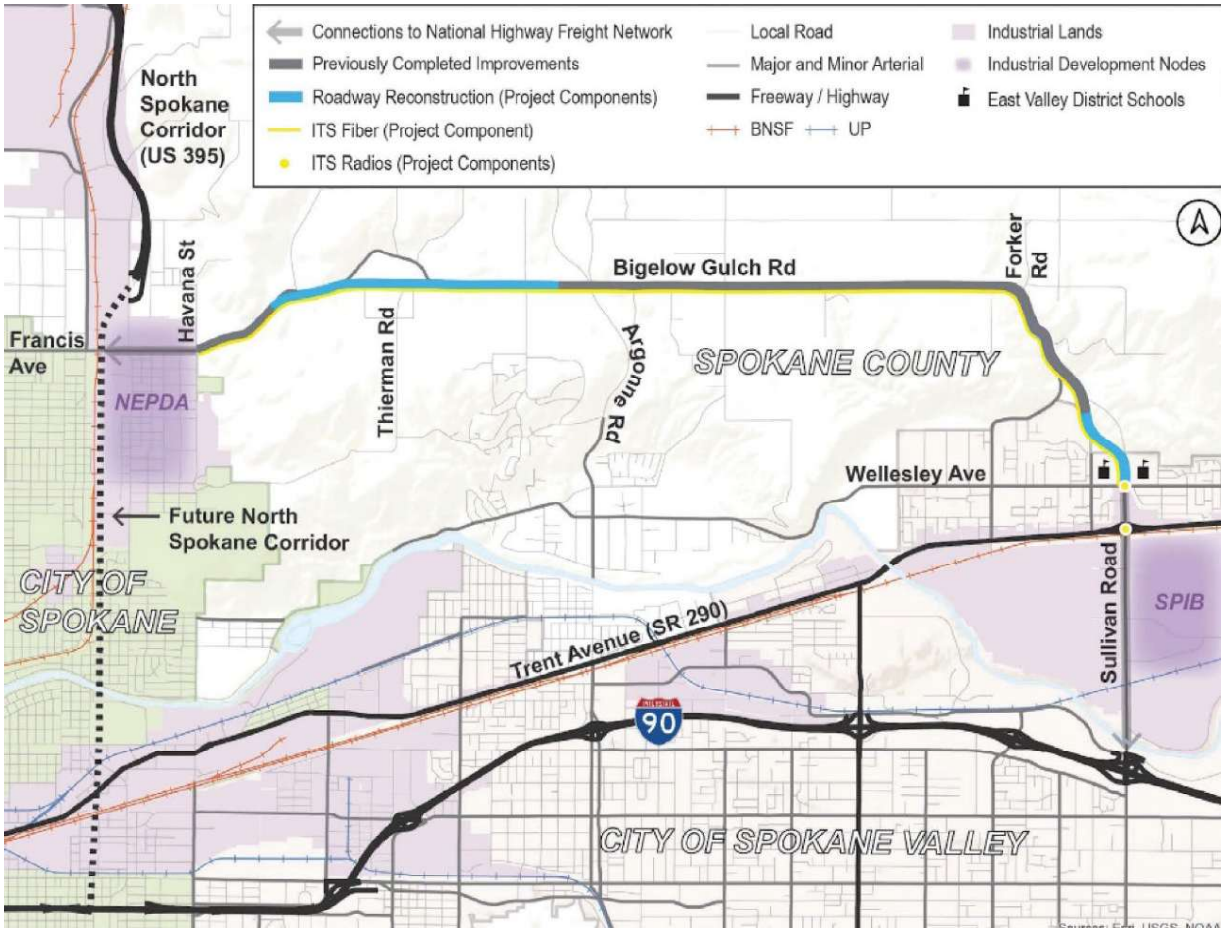


Figure I.8.1 Bigelow Gulch Corridor Safety and Mobility Project Components

Appendix B

Current Zoning and Development Standards

Stantec

Reference: Hillyard Subarea Plan – Existing Land Use and Zoning Standards **updated**

The purpose of this appendix is to summarize the applicable long-range plans, policy documents and development standards as they relate to land use and urban design for the Hillyard neighborhood and the subarea planning process. This serves as baseline information and will be integrated into the final Subarea Plan document for the Hillyard Focus Area (with applicable editing).

This memorandum summarizes the zoning, land use, and other local policies that guide how the properties within the Focus Area can be used, developed, and/or modified. The Project Team can use this information to guide decisions relating to potential revitalization planning strategies and/or future land use designations. Notably, this analysis reviewed the following sources:

- City of Spokane Comprehensive Plan / Official Land Use Map
- The Yards Redevelopment Master Plan
- The Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan
- City of Spokane Municipal Code (Title 17 – Zoning) / Official Zoning Map

Project Context - The City of Spokane (the "City") and Northeast Public Development Authority (NEPDA) have entered into a partnership to lead a coordinated effort that will result in a Subarea Plan for the Hillyard neighborhood, and the surrounding areas nestled in the northeast corner of the City. The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), legacy residential neighborhoods, and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the South, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

1.0: Long-Range Policy Documents Overview

Through the subarea planning process, it's important to review and build upon other city-wide policy and long-range planning documents as those past efforts serve as a foundation for revitalization planning. This section summarizes the applicable long-range planning documents that apply to land use in the Hillyard Focus Area and the notable components/policies that should be carried forward in the resulting Subarea Plan.

Notably, the City's ***Comprehensive Plan*** details how the community intends to grow and contains the land use designations for properties within the municipal limits. The ***Yard Redevelopment Master Plan*** defines a myriad of revitalization ideas (and infrastructure improvements) for the eastern portions of the Focus Area, and ***the Greater Hillyard North-East Planning Alliance (GHNEPA)*** produced a plan for the Hillyard community (and the surrounding neighborhoods). Each of these documents include long-range planning ideas for the Hillyard Focus Area. The Project Team summarized the applicable land use policies and long-range planning ideas in this section to serve as a foundation for the Hillyard subarea planning process. Other relevant plans (e.g., the Spokane Housing Action Plan, and the City's Parks and Natural Land Master Plan) will presented in the applicable Elements of this Subarea Plan (for brevity, those are not included in this memorandum).

1.1: City of Spokane Comprehensive Plan

Spokane's Comprehensive Plan (formally titled "Shaping Spokane") sets goals and policies that guide decisions and local actions relating to land use/urban design, housing, transportation, economic development, environmental protection, and capital projects. All development standards, capital investments, and other policy decisions must align with the Comprehensive Plan. The Comprehensive Plan is arranged as a series of *Elements* that focus on various aspects of the City and its long-range planning. Each element contains some degree of existing conditions analysis followed by goals and policies that guide future city decisions. For this analysis, the content in this section centers on the *Land Use Element* as it has a direct correlation on how the City will grow in the future.

Land Use Element - Overview

Chapter 3 of the City of Spokane Comprehensive Plan provides the community's long-term vision and policy framework to accommodate growth, support neighborhood vitality, and define how land may be used in specific areas of the City. Notably, the *Land Use Plan Map* designates the future land use for parcels/areas within the municipal limits (see subsection Land Use Designations for more detail).

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Land Use Designations

Pursuant to the *Land Use Map*, 12 land use designations comprise the Hillyard Focus Area; each designation appears as a separate color on the map. The properties along Haven Street and Market Street are designated as a *Corridor* and delineated as a thick black line on the *Land Use Map* – this is in addition to the underlying land use designations. Table 1.1.a lists the land use designations within the Focus Area and the Comprehensive Plan's descriptions thereof (as amended in September 7, 2023) – some of the descriptions are abbreviated. Table 1.1.b further describes each land use designation in terms of typical land use and density assumptions (pursuant to Table LU 2 in Chapter 3 of the Comprehensive Plan). Figure 1.1.1 depicts the Land Use Map and land use designations in and around the Focus Area.

Table 1.1.a – Land Use Designations – Hillyard Focus Area

Land Use Designation	*Description*
Corridor Designation **areas of Haven/Market Streets are delineated with a thick block line. Policy LU 3.2 designates this area as the "Hillyard Business Corridor"*	The Corridor concept focuses growth along transportation corridors, such as a major transit line. It is intended to allow improved transit service to daily activities. Housing and employment densities are increased along the Corridor to support frequent transit service and business. Usually, Corridors are no more than two blocks in depth along either side of the Corridor. Safe, attractive transit stops and pedestrian and bicycle ways are provided. A variety of housing styles— apartments, condominiums, row houses, and houses on smaller lots—are located in close proximity to the Corridor. Important elements include multi-story buildings fronting on wide sidewalks with street trees, attractive landscaping, benches, and frequent transit stops. A full range of services are provided including grocery stores serving several neighborhoods, theaters, restaurants, drycleaners, hardware stores, and specialty shops.
Center and Corridor (CC) Core Area	This designation allows commercial, office, and residential uses in designated Centers and Corridors. The type, intensity, and scale of uses allowed shall be consistent with the designated type of Center or Corridor. This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors.
Center and Corridor (CC) Transition Area	These areas are intended to provide a transition of mixed uses (office, small retail, and multi-family residential) between the Center & Corridor Core designations and existing residential areas. Office and retail uses are required to have residential uses on the same site. This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors, Center and Corridor Type 4.
Neighborhood Retail	The Neighborhood Retail designation recognizes the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside designated centers and corridors. These locations are usually found along arterial streets, typically at the intersection of two arterials. In neighborhoods that are not served by a center or corridor, existing

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.a – Land Use Designations – Hillyard Focus Area	
Land Use Designation	***Description***
	neighborhood businesses provide nearby residents access to goods and services. To encourage the creation of mixed-use environments that attract growth in centers, no new neighborhood retail locations should be designated outside of a Center. Further, business expansion at existing locations should be contained within the boundaries occupied by the existing designation. Business infill within these boundaries is also allowed. Businesses that are neighborhood-serving and pedestrian-oriented are encouraged in Neighborhood Retail locations. Buildings should be oriented to the street and provide convenient and easily identifiable side-walk entries to encourage pedestrian access. Parking lots should not dominate the frontage and should be located behind or on the side of buildings. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people who live outside the surrounding neighborhood and should be allowed only along principal arterials. Residential uses should be permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.
Mini Center	This designation allows the same uses as Neighborhood Retail. Higher density residential use is encouraged in these areas. The Neighborhood Mini-Center designation recognizes the existence of small neighborhood-serving businesses in locations that are two to five acres in size that lie outside Centers and Corridors designated on the Land Use Plan Map. Similar to Neighborhood Retail, the Neighborhood Mini-Center designation consists of small, freestanding businesses usually sited at the intersection of or along arterial streets. Another characteristic of this designation is the greatly restricted potential for redevelopment of the surrounding area to support a full neighborhood center. Consequently, the Mini-Center designation limits mixed-use development to the boundaries of the existing Mini-Center designation. Mini-Center locations are encouraged to become small, mixed-use centers with residential use as a major component. Residential use adds market demand for neighborhood business and enables enhanced transit service to these locations. Shared-use parking arrangements are encouraged to increase the development intensity of the site for both residential and commercial uses. This designation allows the same uses as the Neighborhood Retail designation. No new drive-through facilities, including gas stations and similar auto-oriented uses, should be allowed except along principal arterial streets.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.a – Land Use Designations – Hillyard Focus Area	
Land Use Designation	***Description***
	Buildings should be oriented to the street to encourage walking by providing easy pedestrian connections. Parking lots should not dominate the frontage and should be located behind or on the side of buildings.
Office	The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.
Residential High *(formally Residential 15+)*	The Residential High designation allows for the highest intensity of residential uses, including construction types found in the Moderate Intensity Residential designation but also including taller and more intense apartment complexes. High Intensity Residential areas are intended to focus residential intensity in the near vicinity of downtown and other Centers and Corridors in the city, where sufficient services and employment opportunities exist nearby. A focus on accessibility, walkability, and equitable housing provisions should be provided in this area, including incentives and other bonuses for more affordable/attainable units as these areas are also located near to services and essential facilities like frequent transit.
Residential Moderate *(formally Residential 15-30)*	Residential Moderate areas provide increased intensity of development more appropriate to areas in the vicinity of designated Centers and Corridors and those served by substantial commercial or employment opportunities. The typical type of residential development appropriate to this designation include larger apartment buildings while also including a mix of the lower intensity areas where warranted. Example apartment types include the three-floor walkup and traditional apartment complexes as well as larger townhome and condo complexes. If neighborhood serving uses are included, such as places of worship or community centers, those non-residential uses can be of a higher scale and intensity than those conditionally permitted in Low and Increased Intensity Residential areas. Residential Moderate uses should be generally limited to within moderate walking distance of a Center, Corridor, or major employment/commercial area. Placement of Moderate Residential outside walking distance of these more intense areas is acceptable if sufficient rationale exists to place them further out—such as proximity to high-capacity or frequent transit service (aka Transit Oriented Development).
Residential Plus *(formally Residential 10-20)*	Uses in the Increased Intensity Residential designation are largely similar in type to low intensity residential areas. However, the overall development scale of those uses should be slightly higher, including possible design allowances like increased lot coverage, height, and other similar design requirements. The intent of Increased Intensity Residential areas is to provide a gradual increase in intensity, height, and overall context as the lower intensity areas transition

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.a – Land Use Designations – Hillyard Focus Area	
Land Use Designation	***Description***
	into the more intense uses found in Centers and Corridors or significant commercial areas. Residential Plus areas are appropriate whenever predominately lower scale residential is located near or around more intense uses like commercial locations or designated Centers and Corridors. Factors to be considered in designating such areas should include proximity to arterials and collectors, availability of transit, the nearness of more intense development, available capacity in systems and infrastructure, and any other factors that help ensure the proposed land use designation integrates well into the existing built environment. Development allowed in these areas is expected to be larger in form (height, lot coverage, etc.) than those in the Low Intensity Residential areas, while still maintaining a high level of continuity and consistency between the two less intense residential areas.
Residential Low *(formally Residential 4-10)*	The Residential Low land use designation should focus on a range of housing choices built at the general scale and height of detached houses. This includes both detached and attached homes and housing categorized as middle housing (duplex, triplex, etc.). Combinations of these types should also be allowed, such as a duplex with an accessory dwelling unit. Other non-residential uses should be allowed conditionally, provided they integrate into the nature and context of the neighborhood. This would include uses such as schools, places of worship, grocery, small-format retail and medical services, and other resident serving uses. Residential Low areas are appropriate in parts of the city where amenities and services are scaled for a lower level of development intensity.
Heavy Industrial	This designation is intended to accommodate heavier industrial uses at locations where there is no interaction with residential uses.
Light Industrial	This designation is intended for those lighter industrial uses, which produce little noise, odor, or smoke. River-oriented residential use is permitted in the Light Industrial designation.
Open Space	This designation includes major publicly or privately owned open space areas, such as golf courses, major parks and open space areas, and cemeteries. These areas usually have facilities for active and passive recreation and include paved and unpaved roads, parking lots, hard surface trails, and buildings and facilities that support activities occurring in the Open Space area.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.b – Description of Land Use Designations – Hillyard Focus Area			
		Assumed Density (Units Per Acre)	
Land Use Designation	***Typical Land Use***	***Minimum***	***Maximum***
Center and Corridor (CC) Core Area	Commercial, office and residential uses consistent with type of designated Center and Corridor.	-	-
Center and Corridor (CC) Transition Area	Office, small retail, and multi-family residential uses. Office and retail uses are required to have residential uses on the same site.	-	-
Neighborhood Retail	Neighborhood-Serving Business and residential use. Maximum containment area of two acres.	-	30
Mini Center	*Same uses as Neighborhood Retail.*	-	30
Office	Offices and residential use.	-	-
Residential High	Large apartment, condominium, townhouse developments, potentially on multiple sites with site planning and features.	15	-
Residential Moderate	A mix of more intense middle housing types and moderate-sized apartment, condo, townhome developments.	15	30
Residential Plus	Middle housing types of greater scale or intensity than in lower intensity areas, with potential for mixed-use, neighborhood scale retail and services.	10	20
Residential Low	Attached or detached residences and middle housing types.	4	10
Heavy Industrial	Heavier Industrial uses. No residential uses.	-	-
Light Industrial	Light industrial uses, limited commercial and residential uses.	-	-
Open Space	Major publicly or privately owned open space areas such as golf courses, major parks and open space areas, and cemeteries.	-	-

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

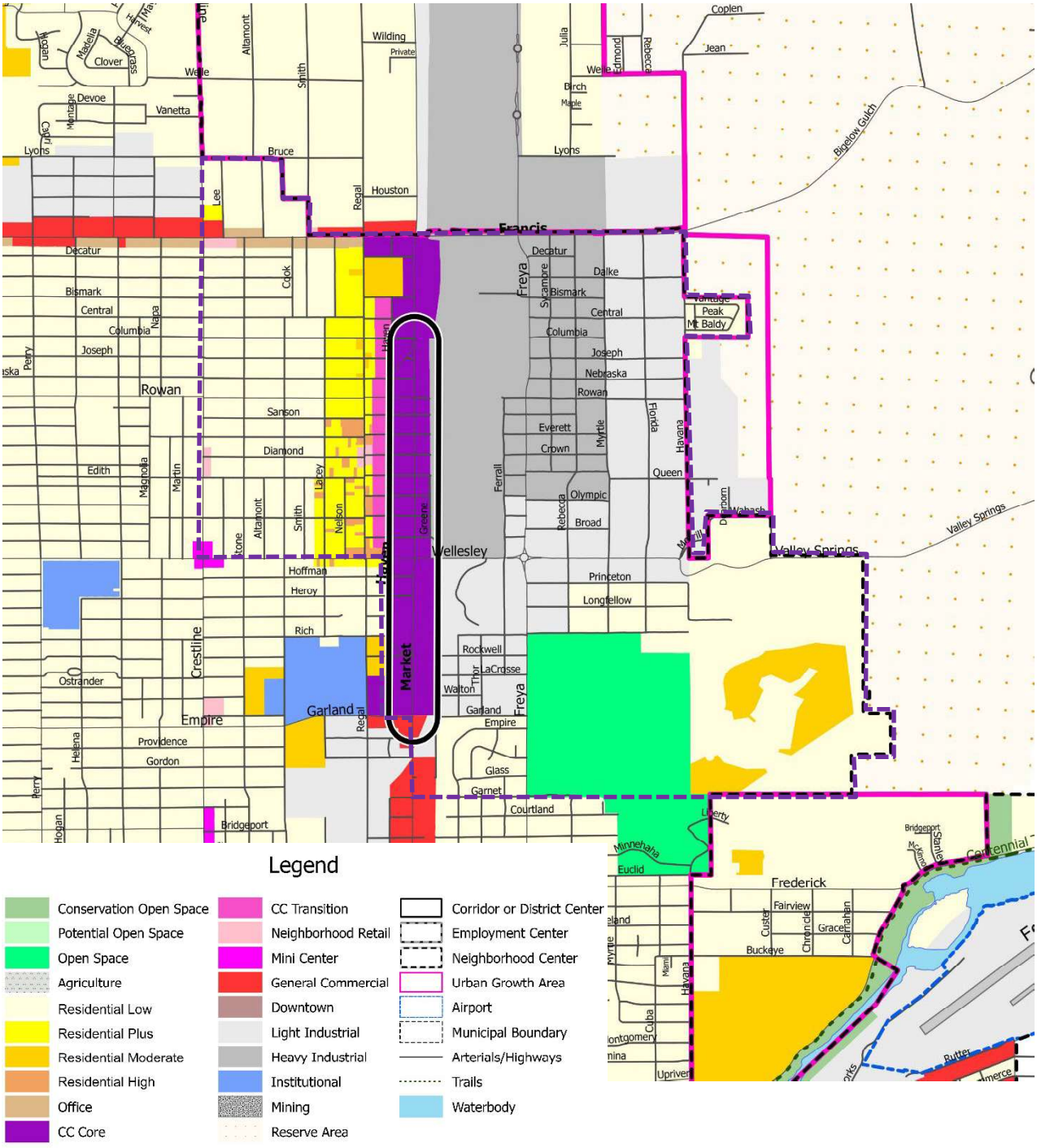


Figure 1.1.1 – Land Use Map

Focus Area depicted as a purple dashed line (Source: City of Spokane – Land Use Map PDF File)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Urban Growth Areas

The Comprehensive Plan *Land Use Map* also designates land within the City's Urban Growth Area. These areas are within unincorporated Spokane County but adjacent to the municipal limits. Pursuant to the Comprehensive Plan policies, new growth should be directed to urban areas (i) to allow for more efficient and predictable provision of adequate public facilities, (ii) to promote orderly transition of governance for urban areas, (iii) to reduce development pressure on rural lands, and (iv) to encourage redevelopment of existing urban areas. As the region grows, it is anticipated that future urban expansion will be focused in designated Urban Growth Areas (vs outlying rural or agricultural regions).

The City's Urban Growth Area is designated for the unincorporated areas that abut the Focus Area north of Francis Avenue and east of Havana Street. Long-term, these areas are expected to urbanize, and the City and Spokane County will plan for future land uses, public utilities, and potential annexation (as appropriate).

Centers and Corridors

As a vital urban design and growth management tool, the Comprehensive Plan designates a series of centers and corridors at strategic locations across the City with the goal to grow those areas as concentrations of businesses, employment, housing, public services and amenities. Much of the region's growth is anticipated to occur within these designated areas. Most notably, designated centers/corridors are intended to be strong pedestrian environments with complementary streetscapes and multimodal transportation options (e.g., sidewalks, transit, bicycle infrastructure).

Center/Corridor Types - A *center* or *corridor* is a significant designation as it represents a defined geographic area within the larger City that is planned for higher densities/intensities, quality amenities, commercial services, and capital investments. The Comprehensive Plan further defines centers/corridors by the following types:

- **Neighborhood Center** – These centers have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Uses such as a day care center, a place of worship, or a school may also be found in the Neighborhood Center. The size of the Neighborhood Center, including the higher density housing surrounding the Center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the Neighborhood Center and may be up to 22 units per acre at the perimeter.
- **District Center** – These centers are similar to Neighborhood Centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the District Center, including the higher density housing surrounding the Center, should be approximately 30 to 50 square blocks. The circulation system is designed so pedestrian access between residential areas and the

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

District Center is provided. Frequent transit service, walkways, and bicycle paths link District Centers and the downtown area.

- **Employment Center** – These centers have the same mix of uses and general character features as Neighborhood and District centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the Center or on land immediately adjacent to the Center. Employment Centers vary in size from 30 to 50 square blocks plus associated employment areas. The residential density in the core area of the Employment Center may be up to 44 dwelling units per acre. Surrounding the Center are medium density transition areas of up to 22 dwelling units per acre.
- **Corridors** – Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor. Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services are also allowed. Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, landscaping, benches, and frequent transit stops.
- **Regional Center** - Downtown Spokane is the Regional Center and is the primary economic, cultural and social center of the region. It is also a major academic hub with the collaboration of multiple institutions of higher education. Downtown contains the highest density and intensity of land use, and continues to be a targeted area for additional infill housing opportunities and neighborhood amenities to create a more livable experience.

Focus Area Center/Corridor Designation - For the Focus Area, the Haven/Market Street corridors are designated as the "Hillyard Business Corridor" (the area is a designated *Corridor*). There are no center/corridor designations for the portions of the Focus Area east of the North Spokane Connector – long-term the City may choose to evaluate whether to establish a new center/corridor in that area to serve the future populations and employment industries planned for that geographic region.

Designating New Centers/Corridors – As the City grows, there may be opportunity for the community to designate new centers/corridors, especially within the Hillyard Focus Area. The Comprehensive Plan states the intent that new centers/corridors would be subject to the subarea planning process to align with the future vision and to coincide with demographic/population forecasts and market study findings. Notably, the City could consider whether to designate a new

center/corridor along E. Wellesley Avenue (between Freya Street and Havana Street) and within the legacy industrial areas.

Residential Neighborhoods

The Spokane Comprehensive Plan places an emphasis on the neighborhood concept for planning for housing, transportation, services, and amenities. Notably, the Comprehensive Plan aims to plan for neighborhoods at various scales – ranging from lower intensity residential areas to more dense housing enclaves. The *Land Use Map* implements the City's housing goals through a variety of residential and mixed-use land use designations.

Housing Variety - Pursuant to the Comprehensive Plan, the City allows for a broad variety of housing types in its residential neighborhoods; whereas, the Plan does not contain a designation that is solely for single-family houses. Moreover, the *Land Use Map* designates areas for higher intensity housing (e.g., large-scale apartments, mixed-use projects), and low intensity housing (e.g., single-family detached homes, townhouses, cottages, and small-scale apartments). Additionally, many of the mixed-use, and non-residential designation also allow for housing.

Compact Residential Patterns – The Comprehensive Plan specifically aims to achieve a compact residential development pattern in all neighborhoods to allow for a variety of housing choices and at affordable price points. The Comprehensive Plan further supports the compact residential neighborhood concept by promoting the continuation of the urban street grid, limiting block lengths, promoting multi-modal transportation connections (to other land uses), and allowing for "missing middle" housing options (e.g., townhouses, duplexes, small-scale apartments, and cottages).

1.2: The Yard Redevelopment Master Plan (YRMP)

In 2017, the City of Spokane and NEPDA completed the Yard Redevelopment Master Plan (YRMP) to examine area conditions, define long-range revitalization strategies, and to identify supportive infrastructure needs for the legacy industrial areas of Hillyard (i.e., encompassing the eastern portion of the Focus Area). The YRMP represents more of a feasibility study for that area as it was not formally adopted into the larger City policy framework, though many of its findings/recommendations can be carried forward into this Subarea Plan for Hillyard. In short, this past planning effort for the legacy industrial area aims to support the area's evolution into a much more robust employment center for the region.

Supportive/Supplemental Studies – As precursors to the YRMP, the City of Spokane and NEPDA commissioned multiple studies aimed to evaluate certain aspects of the legacy industrial areas in the Focus Area. Those studies serve as the foundation for the YRMP (as they identified local need, opportunities, and/or service deficiencies).

- **The YARD: Brownfield Redevelopment Opportunity Zone Assessment (Maul Foster Alondi 2014) –** This technical evaluation included a memorandum outlining the option for a potential Redevelopment Opportunity Zone (ROZ) designation, its economic benefits, designation criteria, and how a ROZ designation could be used to leverage funding and offer incentives to redevelopment activities.
- **The YARD: Market Conditions and Real Estates Opportunity Assessment (Heartland LLC 2014)** – This planning-level assessment evaluated potential redevelopment strategies for the legacy industrial areas in Hillyard. The memorandum documented the existing land uses, current industrial areas in the region, industrial lease rates, and the market advantages of the North Spokane Connector (NSC) transportation project. The assessment noted strengths and challenges to future development in the Yard Plan Area; the assessment affirmed the area has growth potential.
- **Hillyard Infrastructure Assessment and Needs Analysis (Maul Foster Alondi 2015)** – Under this assessment, a consultant reviewed the existing transportation, utility and drainage infrastructure in the Yard area to identify service deficiencies and define potential capital projects that would support current and future land uses. The assessment resulted in a long list of infrastructure-related recommendations; those findings were carried forward in the YRMP.
- **The YARD Heavy Freight User Analysis (ECONorthwest 2015) –** This study analyzed the implications of future heavy freight users in the Yard area to (a) better understand the needs for those businesses, and (b) determine the feasibility of potential infrastructure updates. The analysis concluded that the NSC and improvements to Freya Street would be the optimal means to accommodate heavy freight users.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Vision and Goals - The vision statement contained within the YRMP reads *"The YARD will be home to an array of commercial and industrial businesses, providing quality employment and economic opportunity to residents in the region, and quality housing for area workers".* This vision is supported by five individual goals that include:

- Create and sustain family-wage jobs;
- Capture the opportunity provided by the NSC [North Spokane Connector] to promote economic revitalization of a historically industrial area;
- Promote development that is economically and environmentally sustainable;
- Improve health and safety of neighborhoods through environmental restoration; AND
- Improve quality of life for residents, employees, and visitors.

The YRMP includes the *Future Vision* illustration depicting how the area could look when it is built out with future employment, commercial, and housing; this evokes the idea that the legacy industrial areas will transition into a much more robust mixed-use employment center. The YRMP focuses on industrial as the primary land use with supportive commercial services and work force housing. Based on the YRMP, supportive infrastructure, a marketing plan, environmental risk management, and financial incentives represent major strategies to support area revitalization and economic development.



Above: Future Vision illustration from the YRMP depicting how the area may look at buildout.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Catalyst Sites - As notable components, the YRMP designates five catalyst sites that are believed to possess near-term redevelopment potential for meaningful projects that would produce catalytic benefits to the area. These designated sites include the North Yard, the Former Rail Yard, the Ranch, the Wellesley Corridor, and Esmeralda (a new industrial subdivision); the YRMP outlines the potential land use activities for each of these sites.

- **North Yard –** This ~80-acre catalyst site/area is envisioned to redevelop as a collection of light industrial businesses to respond to a market demand for relatively small scale, flexible, light industrial space (generally less than 10,000 square feet).
- **Former Rail Yard -** This ~63-acre catalyst site/area is envisioned to transition from a former rail yard into heavy industrial and/or freight-related uses. The concept plan contained in the YRMP depicts two large industrial buildings on this site.
- **The Ranch –** This ~ 10.4-acre (mostly city-owned) property is envisioned to redevelop as light industrial operations including a Builders and Makers Small Business Incubation Center for innovators, creators, and startup entrepreneurs. The site is also planned to contain a regional stormwater facility that would serve drainage needs for the immediately surrounding properties.
- **Wellesley Corridor –** The ~18-acre area is envisioned to develop into a light industrial and retail center. The concept plan contained in the YRMP depicts 11 small-scale buildings oriented along the street frontages with several shared parking facilities.
- **Esmeralda** – Pursuant to the YRMP, this ~25-acre site is envisioned to redevelop as a mixed-use center serving retail, commercial, and/or industrial tenants. The concept plan contained in the YRMP depicts a large anchor building and five separate structures along the street frontages that share a parking facility (whereas the property owner has advanced plans to construct an industrial subdivision on the property).

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

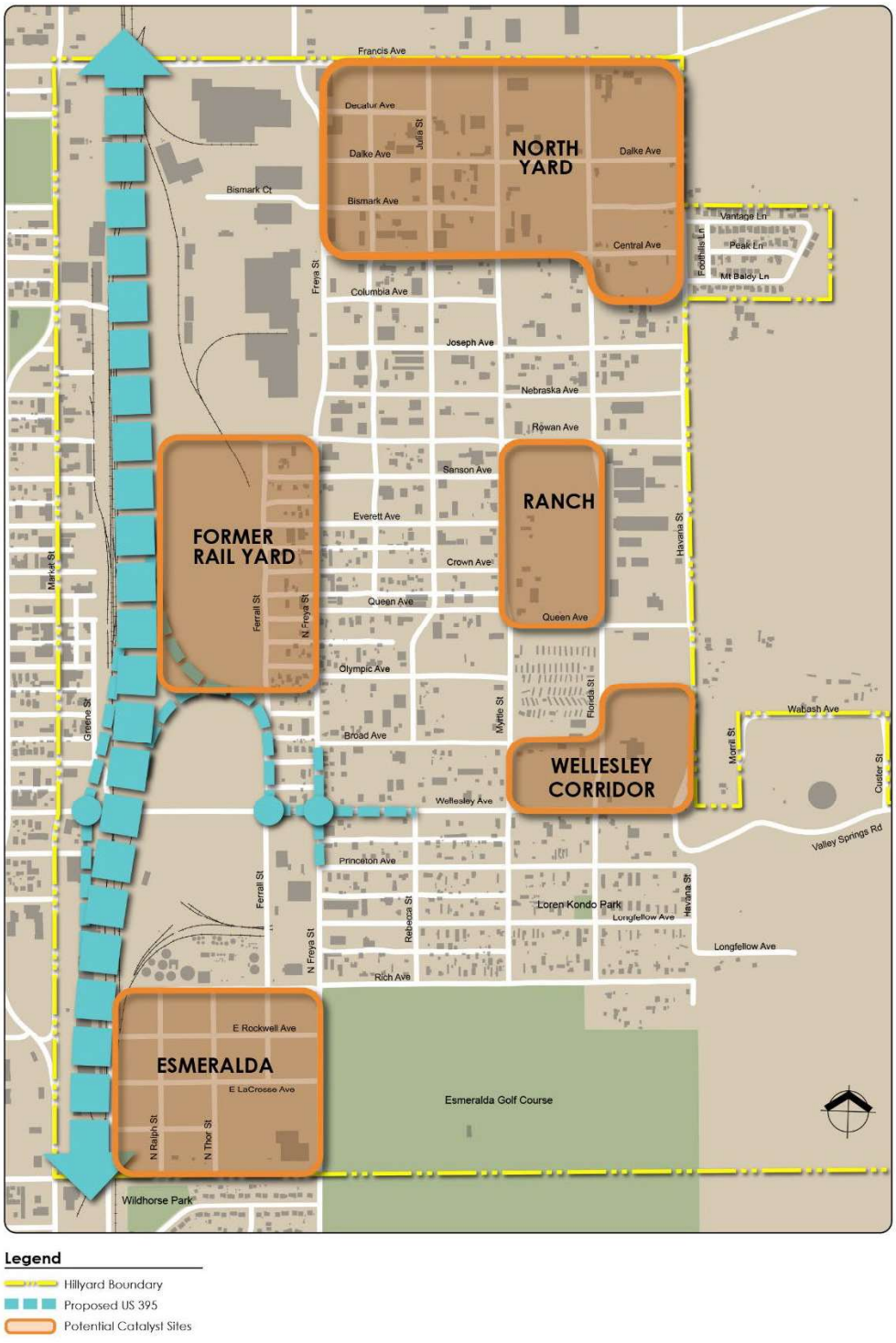


Figure 1.2.1 - Catalyst Sites Map (The Yard Redevelopment Master Plan)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Redevelopment Strategy – The YRMP paints a clear vision for how the area could evolve and thrive in the future. To implement this vision, the YRMP includes a multifaceted redevelopment strategy arranged into six main categories (or recommendations) which will be carried forward into the Hillyard Subarea Plan:

- **Partnerships** – The YRMP recommends that the City/NEPDA continue to build strong private- and public-sector partnerships to address challenges and leverage resources (i.e., no single agency can change area conditions).
- **Phasing** – The YRMP acknowledges that legacy industrial areas (east of the NSC) need a myriad of infrastructure investments and would require multiple years (or decades) to design, fund, and build those components. Thus, the YRMP recommends that the City/NEPDA define an effective phasing strategy for those capital projects.
- **Financial Incentives** – The YRMP acknowledges that the legacy industrial areas (i.e., the Yard Plan Area) competes with other industrial areas and there is opportunity for the City and other agencies to provide additional financial incentives aimed to entice private investment. The YRMP recommends that the City enhance its existing incentive programs to include (i) a Community Revitalization Financing (CRF) District and (ii) a Local Improvement District (LID); both are aimed to fund needed capital improvements.
- **Policy and Programmatic Recommendations** – The YRMP recommends that the City/NEPDA implement a series of programs to support economic development and capacity building. The recommended programs include: (i) Networking and Capacity Building, (ii) Business Recruitment, (iii) an Affordable Housing Policy, (iv) Public Safety, and (v) a Builders and Maker Space.
- **Infrastructure Recommendations** – The YRMP identified a myriad of capital projects that would support area revitalization and new buildings. The recommended infrastructure projects include: (i) performing mobility and utility upgrades for Freya Street, Florida Street, Rowan Street, Rebecca/Julia Street, and Wellesley Avenue (east of Freya) (ii) constructing roadways within unimproved/underimproved rights-of-way, (iii) building a regional stormwater management facility (on a city-owned property), (iv) building a sanitary sewer mitigation project (benefiting the entire area), and (v) performing utility and pedestrian enhancements across the NSC. (also see Table 1.2.a.)
- **Environmental Risk Management** – The YRMP acknowledges that the legacy industrial areas have a large concentration of brownfields and effective environmental risk management is key to protecting human health/natural environment and supporting property reuse. The recommended environmental risk management actions include: (i) structuring real estate deals amongst sellers, purchasers, and end users (to address potential environmental liabilities up front); (ii) defining a cleanup approach for specific properties (that align with the intended end use), (iii) defining the appropriate administrative approach to site cleanup (as a formal process or independent process, as it relates to the Washington

Department of Ecology policies), and (iv) providing funding for environmental studies, assessment, and cleanup.

Priority Infrastructure Projects – The YRMP identifies a list of priority infrastructure improvements that are believed to support area revitalization and to address prolonged infrastructure needs – these priority projects are listed in Table 1.2.a and arranged as either *Regional Projects* or *Local Projects*. It's important to note that some right-of-way corridors include both roadway and utility improvements. The YRMP recommended local projects are depicted in Figure 1.2.2

Table 1.2.a. Priority Infrastructure Improvements – the Yard Redevelopment Master Plan

Project Number	Project Name	Description
Regional Projects		
1	Freya Heavy Maintenance	Street maintenance including asphalt grind and overlay of street surface on Freya St. from Wellesley Ave. to Rowan Ave.
2	Sanitary Sewer Mitigation Project	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
3	Freya Reconstruction	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
4	Wellesley Phase I	Extension of the NE Lift Station sewer force main from N. Freya St. to a sanitary trunk line at Haven St., including patching and reconstruction of streets as necessary. Coordinated with reconstruction of Wellesley Ave as part of NSC interchange.
5	Wellesley Phase II	Replacement of existing water main at Wellesley Ave., from Rebecca St. to Florida St., acquisition of ROW to construct standard width minor arterial street, and reconstruction of streets as necessary to meet minor arterial street classification.
6	Regional Stormwater Facility	Evaluation of viability of centralized stormwater treatment facility to support future development. If viability is confirmed, project would include ROW acquisition, installation of conveyance utilities, and stormwater treatment facility.
Local Projects		
7	Florida Phase I	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to Wellesley Corridor and Ranch catalyst properties.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.2.a. Priority Infrastructure Improvements – the Yard Redevelopment Master Plan		
Project Number	**Project Name**	**Description**
8	Florida Phase II	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to North Yard catalyst property.
9	NSC Utility Corridor	Type/Size/Location study for utility corridor and pedestrian crossing, across the NSC; Will require easement or ROW acquisition and water main connection from Freya to Market St.
10	Rowan Phase I	Installation of water, sewer, stormwater underground utilities, and new road surface; Could include pedestrian improvements on one or both sides of the road.
11	Rowan Phase II	ROW acquisition and installation of potable water main extension to complete loop.
12	Freya Phase II	ROW acquisition, installation of underground utilities, and street reconstruction to bring Freya St. to industrial street classification; Includes replacement of potable water mains.
13	Rebecca / Julia Phase I	ROW acquisition, installation of underground utilities, and reconstruction of street to support multiple transportation modes on Rebecca / Julia from Francis to Columbia Aves.; Includes replacement of potable water line.
14	Rebecca / Julia Phase II	ROW acquisition and full reconstruction of street to improve Freya to a multi-modal road classification; In addition, a study of siting and design options for a bus stop on this corridor.
15	Freya Phase III	ROW acquisition, installation of underground utilities, and full reconstruction of street to bring Freya to industrial street classification.
16	Infill Street Improvements	ROW acquisition and construction of local roads along Broad, Queen, Central, Dalke Avenues as well as Myrtle and Havana Streets.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning



Figure 1.2.2 - Local Projects: Priority Infrastructure Improvements (The Yard Redevelopment Master Plan)

1.3: Greater Hillyard-Northeast Planning Alliance / Bemiss, Hillyard and Whitman Neighborhoods

Under the City's neighborhood planning fund, the Greater Hillyard-Northeast Planning Alliance (GHNEPA) completed a strategic plan for Hillyard, Bemiss, and Whitman neighborhoods (the "GHNEPA Plan" herein). The process included public meetings and other stakeholder engagement activities to assess existing conditions, understand area needs, and capture resident aspirations for their neighborhood. The process resulted in a series of community enhancement ideas organized into ten strategies (by relative topic); many of those planning ideas can be carried forward into a future Subarea Plan for the Hillyard Focus Area. Notably, the GHNEPA Plan is adopted into the City's Comprehensive Plan as an appendix and is formally recognized in that policy document. The following table lists each of the strategies along with the applicable projects/initiatives as it specifically relates to the Hillyard Focus Area.

Table 1.3.a. GHNEPA Plan – Applicable Strategies and Objectives

Strategy	*Projects/Initiatives (applicable to the Hillyard Focus Area and future planning)*
Strategy 1: Improving Parks and Trails	**1.1:** Gatherings for strengthened sense of community. **1.3:** Improve parks and paths and increase their use. **1.4:** Use school buildings and grounds for events.
Strategy 2: Improved Housing & Commercial Buildings	**2.1:** Improve maintenance, upkeep, new improvements, and values of residences. **2.2:** Improve maintenance, upkeep, new improvements and to increase values of commercial structures in the GHNEPA area.
Strategy 3: Clean and Green GHNEPA Neighborhoods	**3.1**: Implement cleaning and greening projects and processes that are currently workable and important. **3.2**: Leverage the benefits to the community to achieve broader objectives by teaming with other community efforts to improve the community's appearance and health status.
Strategy 4: Public Safey	**4.2:** Create a crime-free environment. **4.5:** Enhance public health efforts in the area.
Strategy 5: Business and Job Development	**5.1:** Promote, develop, and recruit retail businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit commercial/services businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit industrial/manufacturing in the GHNEPA area, particularly in the East Hillyard industrial zone. **5.4:** Develop general mechanisms and programs that will support all three objectives above.
Strategy 6: Transportation and	**6.1:** Sidewalks, alleys, and roads – to establish priorities for intra-district transportation routes and funding for improvements when and where identified.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.3.a. GHNEPA Plan – Applicable Strategies and Objectives	
Strategy	***Projects/Initiatives (applicable to the Hillyard Focus Area and future planning)***
Infrastructure Improvement	**6.2:** Rail spur for industry – to secure the economic and community development advantages of rail service to the GHNEPA neighborhoods for both commercial shipping and personal transit needs. **6.3:** Streetcars/Light rail – to promote general transportation access to the Greater Hillyard area, its destination businesses, and its public services. **6.4:** Intra-city Transportation – to improve transportation and personal access for residents to local destinations and public services. **6.5:** Support an integrated network of paved pedestrian routes. **6.6:** Other aspects of transportation and infrastructure development – using the principles and organizations described above, the GHNEPA community should consider other aspects of neighborhood infrastructure improvement and development as appropriate to its future needs.
Strategy 7: Changing the Image	**7.1:** Give people the opportunity to discuss the image of Hillyard. **7.3:** Develop a skateboard day and competition. **7.4:** Create a volksmarch (i.e., community walking event). **7.5:** Erect signs in new garden areas. **7.12:** Bring artwork into the area.
Strategy 8: Expanding Educational Opportunities	**8.1:** Support our students and schools (i.e., form and utilize local partnerships) **8.2:** Develop a community school program for all ages (i.e., use school as "mini community" centers and park/open space amenities) **8.3:** Expand technical and skills education (i.e., manufacturing/industrial training school, promote apprenticeship programs) **8.4:** Work to get a non-partisan school board member from Greater Hillyard.
Strategy 9: Extending Services and Church [/Places of Worship] Involvement	**9.1:** Increase public information, outreach, and access (More use of church/places of worship membership to do community outreach). **9.2:** Expand youth services. **9.3:** Additional senior services. **9.4:** New Types of Services (i.e., community walks, enrichment programs, and day care services). **9.5:** More Church [/Places of Worship] Involvement (i.e., collaboration)
Strategy 10: More Efficient Community Organization	**10.1:** Create a leadership roundtable (i.e., regular meetings amongst the neighborhoods). **10.4:** Develop increased representation at all levels of government and other influential organizations.

2.0: Zoning and Development Standards

As communities plan for growth and revitalization, it is important to assess the current development requirements so that (i) new projects align with local standards, (ii) the City/NEPDA can assess whether zoning/development requirements align with the vision for the Focus Area, and (iii) the City can decide whether to conduct regulatory amendments. New development, adaptive reuse activities, building additions, and land use activities within the Hillyard Focus Area are subject to the City's zoning and development standards. The *Spokane Municipal Code Title 17* (the "code" herein) defines the zoning, land use allowances, and development requirements for projects within the municipal limits (and the Focus Area). This title establishes standards for land use, site improvements, lot size/configuration, and building size/placement, as well as procedures for the approval, inspection, and enforcement of those standards. The following subsections summarize the zoning districts and overlay zones that existing within the Focus Area.

2.1: Zoning Districts

Eleven zoning districts and one overlay zone comprise the Hillyard Focus Area. These zoning districts define how an individual property can be used and (re)developed. Figure 2.1.1. depicts the current zoning districts in and around the Focus Area.

Notably, the City's Comprehensive Plan designates the Hillyard Business District as a *Corridor* and is envisioned to grow into a strong mixed-use, pedestrian-oriented destination. In response, the City designates mixed-use and/or higher-intensity zones for the other lands along the Haven/Market Street corridors – those zones support a myriad of land uses and urban-scaled development types. The legacy industrial areas east of the NSC possess industrial zoning designations aimed to support manufacturing, fabrication, and other employment uses – the current industrial zones do not allow for new residential uses, many of the existing housing units in this area are deemed "nonconforming". Table 2.1.a. summarizes the description/purpose of each zoning district as stated in the code.

Table 2.1.a – Zoning Districts in the Study Area

Zoning District/Overlay Zone	*Description / Purpose*
CC1-DC: Pedestrian Emphasis / Auto Accommodating	The Type 1 Center and Corridor (CC) zone promotes the greatest pedestrian orientation of the CC zones by placing some limitations on auto-oriented activities the allowable size of some uses. **The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.
CC2-DC: Pedestrian Enhanced / Auto Accommodating	The Type 2 CC zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. Development incentives allow a higher floor area ratio in exchange for the provision of greater public amenities.
CC3: Center and Corridor Overlay Zone.	The Type 3 centers and corridors zone is applied in areas that have pre-existing zoning designations that allow different uses and have different

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.1.a – Zoning Districts in the Study Area	
Zoning District/Overlay Zone	***Description / Purpose***
***this overlay zone is designated for the properties on the north end of the Market Street corridor pursuant to the Official Zoning Map*	development standards than those prescribed for the Type 1 and 2 centers and corridors. This overlay zone is intended to allow development within these areas to take advantage of the opportunities allowed in the Type 1 and 2 centers and corridors. Development within Type 3 centers is either allowed to use the existing zoning regulations or may develop according to the standards for Type 1 or Type 2 centers and corridors.
CC4-DC: Mixed Use Transition Zone	The Type 4 CC zone provides a transition of mixed uses (office, small retail and multi-family residential) between the core of the center or corridor and existing or designated residential areas. Residential uses are required to be mixed on the same parcel as proposed office and retail uses. **The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.
HI: Heavy Industrial	The heavy industrial (HI) zone is intended primarily for high impact industrial uses while allowing office and limited commercial uses which are harmonious with industrial uses. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
LI: Light Industrial	The light industrial (LI) zone is intended to provide a wide range of employment opportunities without potential conflicts from interspersed residential uses. A full range of industrial, commercial and office use is allowed. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
NR: Neighborhood Retail	Businesses that are neighborhood serving and pedestrian-oriented are encouraged in neighborhood retail locations. Drive-through facilities, including gas stations and similar auto-oriented uses are subject to limitations to reduce the impact of these activities on nearby residential uses.
O: Office	The office (O) zone is used on small sites in or near residential areas or between residential and commercial areas. It is intended to be a low intensity office zone that allows for small-scale offices in or adjacent to residential neighborhoods. Development is intended to be of a scale and character similar to nearby residential development to promote compatibility with the surrounding area.
RHD: Residential High Density	The RHD is a high-density residential zone; allowed housing developments are characterized by high amount of building coverage. The major types of new housing development will be attached and detached single-family residential,

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.1.a – Zoning Districts in the Study Area	
Zoning District/Overlay Zone	***Description / Purpose***
	duplexes, medium and high-rise apartments, and condominiums (often with allowed accessory uses).
RMF: Residential Multifamily	The RMF is a medium-density residential zone; housing is characterized by one to four story structures. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses, and row houses.
RSF: Residential Single-Family ***the Code refers to this zone as R1 whereas, the Official Zoning Map uses the RSF label*	The RSF zone is a low-density single-family residential zone, allowing a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing; new development will be attached and detached single-family residences. In appropriate areas, more compact development patterns are permitted.
RTF: Residential Two-Family ***the Code refers to this zone as R2 whereas, the Official Zoning Map uses the RTF label*	The RTF zone is a low-density residential zone which allows a minimum of ten and a maximum of twenty dwelling units per acre; housing is characterized by one and two-story buildings. The major type of new development will be duplexes, townhouses, row houses and attached and detached single-family residences. Cottage-style and pocket residential development are allowed.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

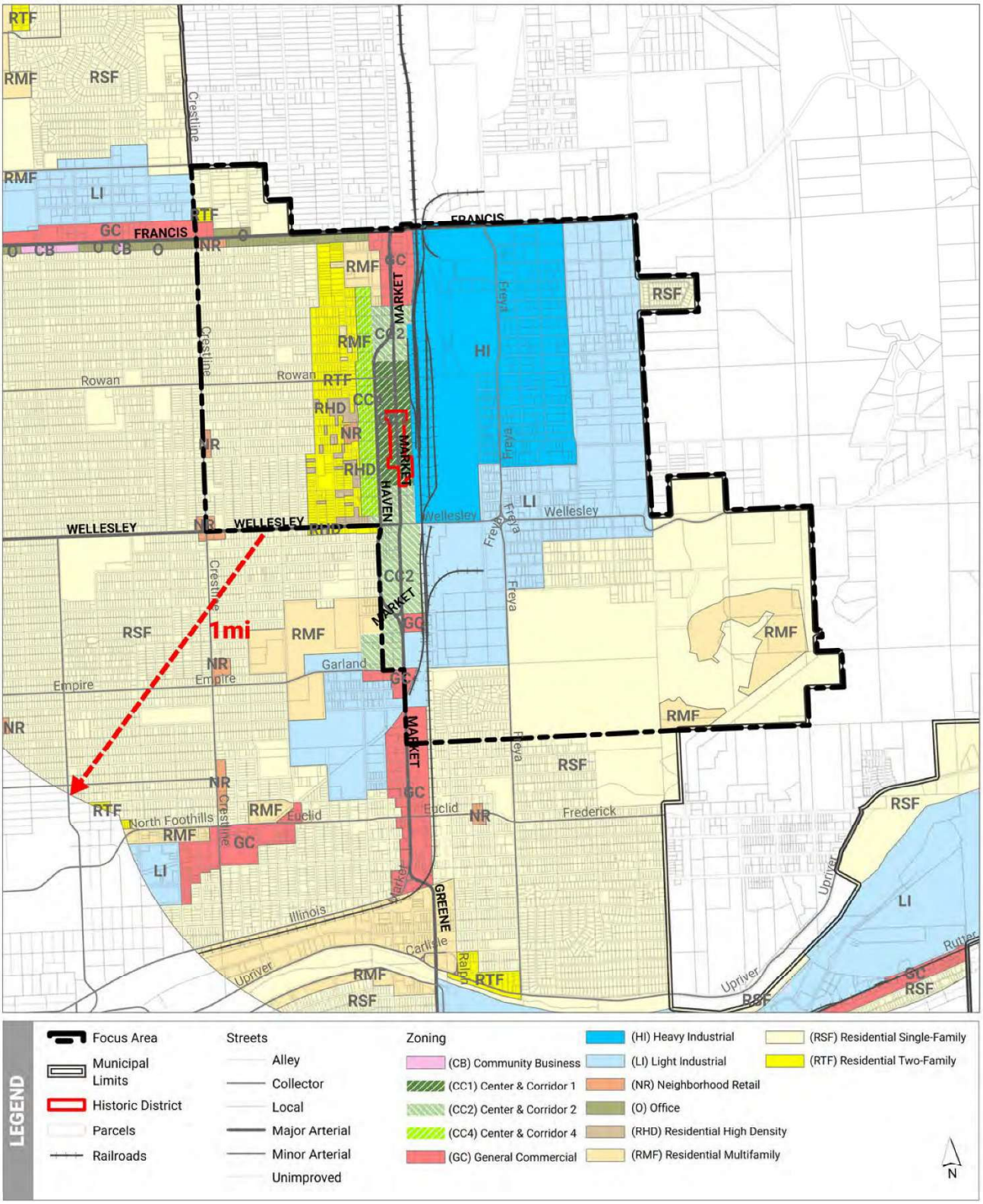


Figure 2.1.1 – Current Zoning Map

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

2.2: Zoning District Development Standards

Each zoning district includes a set of development standards that regulate how the associated property may be developed. The following tables summarize the development standards for each zoning district within the Focus Area. The zoning districts are organized into four distinct zoning types: *Center & Corridor, Commercial, Residential,* and *Industrial*. Separate tables are provided for each zoning type, whereas, *Commercial* and *Industrial* are combined under one table. The tables describe the development standards in terms of lot configurations, density, setbacks, and building height (as applicable).

Table 2.2.a – Center & Corridor Zoning Type Development Standards Summary

	Corridor Zones		
Standard	***CC1-DC***	***CC2-DC***	***CC4-DC***
Lot area (min.)	*Unspecified*	*Unspecified*	*Unspecified*
Structure height (max.)	55-ft	55-ft[1]	40-ft[1]
Setbacks			
Street lot line (min.)	0-ft	0-ft[2]	0-ft[2]
Front lot line (min.)	10-ft	10-ft	10-ft
Adjacent to RSF and RTF Zoned Lots	10-ft	10-ft	10-ft
Adjacent to Commercial and Industrial Zoned Lots	0-ft	0-ft	0-ft
Floor Area Ratio (FAR)[3] Limits (Standard / With Public Amenities[4])			
Nonresidential uses	0.5 / 1.0[4]	0.2 / 0.8[4]	Equal to or less than residential uses
Residential uses	1.0 / 2.0[4]	0.5 / 1.5[4]	1.0 / 1.5[4]
Combined	1.5 / 3.0[4]	0.7 / 2.3[4]	1.0 / 1.5[4]

Notes

1. Building height transition requirements apply when adjacent to RSF and RTF zoned lots. See Section 17C.122.100 for more details.
2. When adjacent to RSF and RTF zoned lots, the street lot line setback minimum is the same as that of the adjacent residential zoning district for the first 60-ft from the zoning boundary except if the zoning boundary is within the public right-of-way.
3. The Code defines Floor Area Ratio (FAR) as: "The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area."
4. The Code allows for larger Floor Area Ratio allowances in situations where the associated development project include public amenities such as alley enhancements, streetscape features, brick/stone building facades, plazas, and similar features.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.2.b – Residential Zoning Type Development Standards Summary				
	Residential Zones			
Standard	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Lot Dimensions				
Lot area (min)	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Lot width (min) – with driveway approach	36 ft	36 ft	25 ft	25 ft
Lot width (min) – without driveway approach	15 ft	15 ft	15 ft	15 ft
Lot depth (min)	80 ft	40 ft	N/A	N/A
Front lot line (min)	Same as lot width	Same as lot width	Same as lot width	Same as lot width
Total building lot coverage (min)	65%	80%	100%	100%
Building and Siting Standards – Primary Buildings				
Structure footprint (max) – lot area ≤7,000 sq. ft.	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Structure footprint (max) – lot area >7,000 sq. ft.	35%	35%	N/A	N/A
Structure height (max)	40 ft	40 ft	40 ft	40 ft
Front setback (min)	10 ft.	10 ft.	10 ft.	10 ft.
Interior side setback (min) – lot width ≤40 ft	3 ft.	3 ft.	3 ft.	3 ft.
Interior side setback (min) – lot width >40 ft	5 ft.	5 ft.	5 ft.	5 ft.
Street side setback (min)	5 ft.	5 ft.	5 ft.	5 ft.
Read setback (min)	15 ft.	15 ft.	10 ft.	10 ft.
Building and Siting Standards – Accessory Dwelling Units				
Structure footprint (max) – lot area ≤5,500 sq. ft.	1,100 sq. ft.	1,100 sq. ft.	1,100 sq. ft.	1,100 sq. ft.
Structure footprint (max) – lot area >5,500 sq. ft.	15%	15%	15%	15%
Structure height (max)	25 ft.	25 ft.	25 ft.	25 ft.
Side setback (min)	Same as primary	Same as primary	Same as primary	Same as primary
Rear setback (min) – with alley	0 ft.	0 ft.	0 ft.	0 ft.
Rear setback (min) – with no alley	5 ft.	5 ft.	5 ft.	5 ft.
Building and Siting Standards – Other Accessory Structures				

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.2.b – Residential Zoning Type Development Standards Summary

	Residential Zones			
Standard	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Structure footprint (max) – lot area ≤5,500 sq. ft.	20%	20%	Same as primary	Same as primary
Structure footprint (max) – lot area >5,500 sq. ft.	15%	15%	Same as primary	Same as primary
Structure height (max)	20 ft.	20 ft.	35 ft.	35 ft.
Side setback (min)	Same as primary	Same as primary	Same as primary	Same as primary
Rear setback (min) – with alley	0 ft.	0 ft.	0 ft.	0 ft.
Rear setback (min) – with no alley	5 ft.	5 ft.	5 ft.	5 ft.
Siting Standards – Open Space*				
Outdoor area per unit (min)	250 sq. ft.	250 sq. ft.	200 sq. ft.	48 sq. ft.

NOTES
*Table 17C.111.205-2 of the City's Municipal Code outlines the minimum outdoor area that can be substituted for private area.

Table 2.2.c – Commercial and Industrial Zoning Types Development Standards Summary

	Commercial & Industrial Zones				
Standard	***LI***	***HI***	***O***	***NR***	***GC***
Lot area (min.)	None	None	None	None	None
Floor Area Ratio (FAR)[1]	None	None	0.8	0.8	2.5
Structure height (max.)[2]	150 ft	150 ft	35 ft[2]	35 ft[2]	70 ft[2]
Structure height (max.) adjacent to R Zoned Lots	35 ft	35 ft	-	-	-
Setbacks					
Street lot line (min.)	0[3]	0[3]	0 ft	0 ft	0 ft
Front lot line (min.)	N/A	N/A	10 ft	10 ft	10 ft
Adjacent to R-Zoned Lots	10 ft	10 ft	10 ft	10 ft	10 ft
Adjacent to Commercial and Industrial Zoned Lots	N/A	N/A	0 ft	0 ft	0 ft

Notes
1. The Code defines Floor Area Ratio (FAR) as: "The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area."
2. See Code for height restrictions for sites abutting a residential zone.
3. When abutting a single-family or two-family zone, the minimum structure setback from the street lot line is the same as the residential zoning district for the first sixty feet from the boundary of the residential zoning district

2.3: Design Standards

In addition to the development standards associated with each zoning district, residential projects (e.g., housing) and projects within Center & Corridor zones are subject to design guidelines. Notably, most residential projects (regardless of the parcel's zone) are subject to the *Single-Unit Residential and Middle Housing Design Standards* (pursuant to code Section 17C.111.300), and/or the Multi-Unit Design Standards (pursuant to Section 17C.111.400) – those standards are summarized in Tables 2.3.a. and 2.3.b. For projects in the CC1-DC, CC2-DC, CC4-DC zoning districts and/or developed under the CC3 overlay zone provisions are subject to the *Design Standards and Guidelines for Centers and Corridors* – those design standards are summarized in Table 2.3.c. These tables are intended to summarize the most prominent design standards, see the code for a full list of the design guidelines; for brevity, standards associated with signs or minor site components are omitted.

Many of the design standards are noted with supplemental notations that correspond to the approval process. Specifically, design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). Regardless of which term is used, an applicant must address each guideline.

- **Requirements** are objective standards that involve no discretion by the reviewer, using language such as "shall," "must," and "will." Requirements must be satisfied by any plan prior to building permit approval. Requirements are listed with an (R) after the standard.
- **Presumptions** are objective standards that involve no discretion by the reviewer but may include some flexibility for how the standards may be met. For example, some Presumptions offer a list or menu of options for meeting the standard. Presumptions must be satisfied by any plan prior to building permit approval. Presumptions are listed with an (P) after the standard.
- **Considerations** are features and concepts that an applicant should consider in preparing a plan. Considerations are only reviewed as part of the design departure process, (as defined in the code). In reviewing a design departure request, the Design Review Board, Urban Design staff, or Planning Director (as applicable) will review an applicant's response to a consideration, which may assist in gaining acceptance for a plan. Outside of a design departure, Considerations are encouraged, but not required or enforceable. Considerations are listed with an (C) after the standard.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.a – Single-Unit Residential and Middle Housing Design Standards	
Design Topic / Element	***Design Standards***
Applicability	▪ Except as specified in this section, all new development of single-unit residential and middle housing must address the following design standards pursuant to the Title 17C in the Code. ▪ When existing single-unit residential or middle housing development is expanded or additional dwelling units are added, only those portions of the development that are new or renovated must meet the standards in this section. ▪ Manufactured Home Parks are not subject to these standards.
Landscaping Implementation	▪ Fifty percent (50%) of the area between the front lot line and the front building line must be planted with living ground cover or landscaped to the L3 standard, as defined in the Code. A patio or porch may be included in the calculation of ground cover area. (R) ▪ The front landscaped area may be counted towards required outdoor areas. ▪ Landscaping is encouraged to follow the *Spokanescape* guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (C) ▪ Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (C)
Outdoor Areas Implementation	▪ Developments shall provide outdoor areas in the quantity required by code – (see Table 2.2.b herein). (R) ▪ The outdoor area may be configured as either: (i) A private outdoor area, such as a balcony or patio directly accessible from the unit; and/or (ii) A common outdoor area accessible by all units in the building. ▪ If a common outdoor area is provided, it shall meet the following: > Connected to each unit by pedestrian paths. (R), > At least 50 percent of units shall have windows or doors that face the common outdoor area. (R) > Common outdoor areas shall provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P) ▪ Site furnishings (benches, tables, bike racks when not required for the development type, etc.); (i) Picnic areas; (ii) Patios, plazas or courtyards; (iii) Shaded playgrounds; (iv) Rooftop gardens, planter boxes, or garden plots; or (v) Fenced pet area. ▪ Outdoor spaces shall not be located adjacent to dumpster enclosures, loading/service, areas or other incompatible uses that are known to cause smell or noise nuisances. (P)
Entrances	The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building. ▪ Each residential structure fronting a public or private street must have at least one address and main entrance facing or within a 45 degree angle of a street frontage. Buildings with multiple units may have shared entries. (R) ▪ Each unit with individual ground-floor entry and all shared entries must have a porch or stoop cover that is at least 3-feet deep. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.a – Single-Unit Residential and Middle Housing Design Standards	
Design Topic / Element	***Design Standards***
	▪ On corner lots, buildings with multiple units must have at least one entrance facing or within a 45 degree angle on each street frontage. (C)
Windows	The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building. ▪ Windows shall be provided in façades facing public or private streets, comprising at least fifteen percent of the façade area (R). ▪ Window area is considered the entire area within, but not including, the window casing, including any interior window grid. ▪ Windows in pedestrian doors may be counted toward this standard. Windows in garage doors may not be counted toward this standard. ▪ At least one of the following decorative window features must be included on all of the windows on street facing facades: (P) - Arched or transom windows, Mullions, Awnings or bracketed overhangs, Flower boxes, Shutters, Window trim with a minimum width of three inches, Pop-outs or recesses greater than three inches, Bay windows, or Dormers.
Building Articulation	The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building. The standards apply to facades of attached housing irrespective of underlying lot lines. ▪ Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R) ▪ The scale of buildings must be moderated to create a human scale streetscape by including vertical and horizontal delineation as expressed by bays, belt lines, doors, or windows. (P) ▪ Horizontal street-facing facades longer than thirty feet must include at least four of the following design features per façade. At least one of these features must be used every thirty feet (30 ft). (P) - Varied building heights, Use of different materials, Different colors, Offsets, Projecting roofs (minimum of twelve inches), Recesses, Bay windows, Variation in roof materials, color, pitch, or aspect, Balconies, Covered porch or patio, and/or Dormers
Parking – Garage Doors	▪ The combined width of all garage doors facing the street may be up to fifty percent of the length of the street-facing building façade. For attached housing, this standard applies to the combined length of the street-facing façades of all units. For all other lots and structures, the standards apply to the street-facing façade of each individual building. (R) ▪ Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
Parking – Access	▪ Vehicular access to parking is required from an alley, improved street, or easement. (R) ▪ If the lot abuts a public alley, then vehicle access shall be from the alley unless the applicant requests a waiver of the requirement and the Planning Director. (R)
Parking – Site Location	▪ Parking structures, garages, carports, and parking areas other than driveways shall not be located between the principal structure and streets. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.a – Single-Unit Residential and Middle Housing Design Standards	
Design Topic / Element	***Design Standards***
Pedestrian Connectivity	The following standards apply to all buildings within a development. ▪ Public Right-of-Way Access - At least one walking connection is required between each building and the sidewalk. For each ground-floor unit with a separate entry, separate walking connections are required for each ground-floor unit. Driveways may be used to meet this requirement. (R) ▪ Garbage and Recycling Areas - At least one walking connection is required between each unit and its designated garbage and recycling area. Driveways and parking access aisles may be used to meet this requirement. (R)

Table 2.3.b – Multi-Unit Design Standards	
Design Topic / Element	***Design Standards***
Applicability	▪ These standards apply to multi-unit development in the RMF and RHD zones where permitted unless otherwise noted.
Sidewalks	▪ Sidewalks shall have the minimum dimension of five feet (5 ft), even if part of the width is located on private property. This dimension shall be applied to the clear, unobstructed pathway between the planting zone for street trees and building facades or parking lot screening. (R) ▪ Sidewalks shall be continuous, without gaps between developments. (R) ▪ Unless otherwise required or where larger plaza areas are provided, sidewalk paving materials shall be consistent with the street frontage improvements of adjacent developments. (P) ▪ Sidewalks within the public right-of-way shall be concrete, two-foot grid, standard sidewalk color and float finish. (R)
Pedestrian Connections	▪ A comprehensive system of pedestrian walkways shall link all site entrances, building entries, parking facilities, and common outdoors spaces with the public sidewalk. (P) ▪ Clearly defined pedestrian connections shall be provided between public sidewalks and building entrances when buildings are not located directly adjacent to the sidewalk. (R) ▪ Clearly defined pedestrian connections between public sidewalks and internal pedestrian systems shall occur at intervals of one hundred fifty feet or less (P). ▪ Pedestrian connections shall be reinforced with pedestrian scale lighting, bollard lighting, landscaping, accent lighting, signage or a combination thereof to aid in pedestrian way finding. (P) ▪ The type and nature of all materials used for pedestrian walkways shall be consistent within a development. (P) ▪ Where transit stops occur in the public right-of-way, pedestrian walkways shall provide a clear and direct connection from the main building entrances to the transit stop. (R) ▪ Pedestrian connections shall occur between adjacent developments where feasible. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Multi-Unit Design Standards	
Design Topic / Element	***Design Standards***
	▪ Pedestrian walkways within parking areas may be included as part of the minimum requirements for interior parking lot landscaping, if landscaping is provided on one side. (C) ▪ For parking lots that contain greater than fifteen parking spaces, pedestrian connections through the parking lot shall be clearly defined in a combination of two or more of the following ways (except as walkways cross vehicular travel lanes): (P) - A raised walkway, Special railing, bollards and/or other architectural features to accent the walkway between parking bays, Special paving, such as concrete or unit pavers in an asphalt area, and/or A continuous landscape area, a minimum of three feet wide along at least one side of the walkway. ▪ Pedestrian walkways within parking areas shall have a minimum of five feet in width of clear, unobstructed passage. (R)
Outdoor Areas Implementation	▪ Each multifamily development shall set provide a minimum of forty-eight square feet of outdoor open space area for each living unit in the complex, including those units occupied by the owner or building management personnel. Private outdoor spaces can count towards this outdoor common space provision. (R) ▪ **Ground Level Units** - The outdoor area for ground level units is a type of private outdoor space and must be directly accessible from the unit. The area must be surfaced with lawn, pavers, decking or sport court paving which allows the area to be used for recreational purposes. User amenities, such as tables, benches, trees, planter boxes, garden plots, drinking fountains, spas or pools, may be placed in the outdoor area. It may be covered, such as a covered patio, but it may not be fully enclosed. (R) ▪ **Upper Level Units** - Upper level units are a type of private outdoor space. For upper level units, the required outdoor area may be provided individually, such as by balconies, or combined into a larger area. (R) ▪ Common outdoor spaces shall provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities include: (P) - Site furnishings (benches, tables, bike racks), Picnic areas, Patios, plazas or courtyards, Tot lots, Gardens, Open lawn, Play fields, and/or Sports court ▪ If outdoor spaces are located adjacent to a street right-of-way, landscaping should be used to provide a buffer between outdoor spaces and the street right-of-way. (C)
Landscaping Implementation	▪ Building Setbacks - The required building setbacks must be landscaped to at least the L3 standard as outlined in the Code. Parking, access, maneuvering areas, detached accessory structures and other allowed developments are exempt from this standard.
Articulation and Details Implementation.	▪ Buildings shall include articulation along the facades that face streets. Flat blank walls are not permitted. (R) ▪ Horizontal facades longer than thirty feet shall be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least four of the following methods should be used: (P) - Varied building heights, Different materials used on first floor, Different window types, Different colors, Offsets, Projecting roofs (minimum of twelve inches), Recesses, Bay windows, Varied roof forms or orientation.
Front Yards and Entrances	▪ Primary building entries shall be clearly identifiable and visible from the street, with well-defined walkways from pedestrian routes to building entries. (R)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Multi-Unit Design Standards	
Design Topic / Element	***Design Standards***
	▪ Four or more of the following elements shall be used to highlight the main entrance to multifamily buildings: (P) - Open space, plaza or courtyard, Special paving, Ornamental gate and/or fence, Seating, Water features, Planter boxes or pots, Functional, accent lighting, Art work near the entry, and/or Porches. ▪ Front yards shall include an entrance sequence between the sidewalk and the building including elements such as trellises, site furnishings, low hedges, landscaped borders and special paving. Landscaping shall screen undesirable elements such as views to adjacent commercial or industrial development, utility boxes, outdoor storage areas and dumpsters. (P) ▪ Pedestrian scale lighting and/or bollards shall be provided to create a safe and defensible walkway to the entry. (R) ▪ Signage identifying building address shall be visible from the street and public pedestrian walkway. (P) ▪ Landscape planting should consider the use of native shrubs and groundcovers. (C) ▪ Accent lighting should be used to highlight special focal points, building/site entrances, public art and special landscape features. (C)
Building Base, Middle and Top Standards	▪ Base - Buildings should have a distinct "base" at the ground level, using articulation and materials such as stone, masonry or decorative concrete. (P) ▪ Top - The "top" of the building should be treated with a distinct outline with elements such as a projecting parapet, cornice or projection. (P)
Windows	▪ Windows shall be provided in facades facing streets, comprising at least fifteen percent of the facade area. (R) ▪ Windows shall have visually prominent trim. (C)
Parking Structures	▪ Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R) ▪ Ground level parking structures should be screened from view by one or more of the following: (R) - Walls containing architectural details, such as banding, Trees and shrubs, and/or Grillwork incorporating decorative metal artwork or panels. ▪ Parking structures, garages and carports shall not be located between primary use and public streets. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
Applicability	▪ Except as specified in this section, all projects within the centers and corridor zones (including the CC4 transitional zone) must address these standards and guidelines.
Building along Street (R) *Intent: To ensure that at least some part of the development of a site contributes to the liveliness of sidewalks along the street.*	▪ New development shall not have parking between buildings and the street and at least 30% of the frontage of the site shall consist of building facades. In shopping centers, buildings shall be placed along the sidewalk so that at least 15% of the frontage of the site consists of building façades. ▪ Buildings placed along sidewalks shall have windows and doors facing the street (see "Façade Transparency" and "Prominent Entrances") and shall incorporate other architectural features (see "Ground Level Details" and "Treatment of Blank Walls").
Buildings along Intersecting Corners (R) *Intent: To utilize building placement and massing along intersection corners to create an environment that frames the public realm and creates an urban street edge and contributes to the liveliness of sidewalks.*	▪ Buildings shall hold the street corner, although setbacks that accommodate plazas, seating areas, landscaping, clear view triangles (for traffic safety) and prominent entrances are acceptable. ▪ When there is more than one intersection corner on the site, the building shall be oriented to the corner with the highest category street.
Sidewalk Encroachments *Intent: To ensure that there is a minimum clear, unobstructed walking route along sidewalks.*	▪ Temporary sidewalk encroachments are allowed. Café seating, planters, ramps, stairs, and sandwich board signs which are located on the sidewalk shall be located in such a manner as to leave a pathway at least six feet wide that is free of obstructions.
Lighting *Intent: To ensure that site lighting contributes to the character of the site and does not disturb adjacent development.*	▪ Lighting shall be provided within parking lots and along pedestrian walkways. ▪ Lighting fixtures shall be limited to heights of 24 ft. for parking lots and 16 ft. for pedestrian walkways. ▪ All lighting shall be shielded from producing off-site glare, either through exterior shields or through optical design inside the fixture, so that the direction of light is downward.
Screening and Noise Control of Service Areas *Intent: To reduce the impact of service, loading, and trash storage areas.*	▪ All service, loading, and trash collection areas shall be screened by a combination of decorative walls of either masonry, wood, or vinyl, with planting that meets L2 requirements pursuant to the code. ▪ Loading and service areas should not face or be adjacent to any residential district, unless no other location is possible. ▪ Trash storage areas shall be setback a minimum of 15 feet from street property line.
Curb Cut Limitations *Intent: To provide safe, convenient vehicular access without diminishing pedestrian safety.*	▪ A curb cut for a nonresidential use should not exceed 30 feet for combined entry/exits. Driveway width where the sidewalk crosses the driveway should not exceed 24 feet in width. ▪ The sidewalk pattern shall carry across the driveway. ▪ Adjacent developments should share driveways, to the greatest extent possible.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	▪ Vehicular access should be designated so that traffic is not directed through an abutting residential zone.
Pedestrian Connections in Parking Lots *Intent: To create a network of safe and attractive linkages for pedestrians.*	▪ Within parking lots containing more than 30 stalls, clearly defined pedestrian connections should be provided: (i) Between all public right-of-way and building entrances, and (ii) Between parking lots and building entrances *Pedestrian connections can be counted toward the amount of required landscaping. ▪ Pedestrian connections shall not be less than 5 feet wide. ▪ Pedestrian connections shall be clearly defined by at least two of the following: 6 inch vertical curb, Textured paving, including across vehicular lanes, and/or A continuous landscape area at a minimum of 3 feet wide on at least one side of the walkway. ▪ When there is a transit stop adjacent to the site, a pedestrian connection between the transit stops and building entrances, especially the prominent entrances, should be provided. ▪ Pedestrian connections should maximize directness of travel between pedestrian origin and destination.
Drive-Through Lanes *Intent: To ensure that the streetscape environment is lively and not overwhelmed by the presence of automobiles.*	▪ Any lanes serving drive-through businesses shall not be located between the building and any adjacent street.
Transition between Commercial and Residential Development *Intent: To ensure compatibility between the more intensive uses in centers and corridors and lower intensity uses of adjacent residential zones by incorporating design elements that soften transitions and protect light and privacy for adjacent residents.*	▪ Code provisions require lower heights for portions of buildings that are close to single family residential zones. In addition, any side of the building visible from the ground level of an adjacent single family residential zone shall be given architectural treatment using three or more of the following: > architectural details mentioned under "Ground Level Details" > pitched roof form > windows > balconies > if building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for rehabilitation historic design guidelines shall apply. ▪ Deviation from using three of these architectural treatments must meet the intent of this section and requires a recommendation of approval by the Design Review Board.
Treatment of Blank Walls *Intent: To ensure that buildings do not display blank, unattractive walls to the adjacent street or residential areas.*	▪ Walls or portions of walls where windows are not provided shall have architectural treatment wherever they face adjacent streets or adjacent residential areas (see guidelines for Façade Transparency). ▪ At least four of the following elements shall be incorporated into these walls: *masonry (but not flat concrete block), concrete or masonry plinth at the base of the wall, belt courses of a different texture and color, outward projecting*

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	cornice, projecting metal canopy, decorative tilework, trellis containing planting, medallions, opaque or translucent glass, artwork, vertical articulation, lighting fixtures, vertical landscape wall or "green wall", display windows, signage as identified in "Pedestrian Oriented Signs", and/or an architectural element not listed above but meets the intent.
Prominent Entrances *Intent: To ensure that main building entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks in order to encourage pedestrian activity and enliven the street.*	▪ The principal entry to a store / building shall be marked by: (a) ornamentation around the door, and (b) at least one of the following: > Recessed entrance (recessed at least 3 ft.) > Protruding entrance (protruding at least 3 ft.) > Canopy (extending at least 5 ft.) > Portico (extending at least 5 ft.) > Overhang (extending at least 5 ft.) ▪ When possible, the entrance should be considered a collection of elements: > Overhead: canopy, porches, building extensions > Transitional: stoops, courtyards, stairways, ramps, portals; pocket gardens, decks > Ground Surface: seating walls, special paving, landscaping, trees, lighting
Façade Transparency *Intent: To provide visual connection between activities inside and outside the building.*	▪ In residential, commercial, or mixed-use, a minimum of 15% of any ground floor façade* that is visible from and fronting on any abutting street shall be comprised of windows with clear, "vision" glass allowing views into the interior. ▪ A minimum of 30% of any ground floor commercial or mixed-use building façade* that is visible from, fronting on, and located within 60 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement. ▪ A minimum of 50% of any ground floor commercial or mixed-use building façade* that is visible from and located within 20 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement. **façade within 2 ft. and 10 ft. above the level of the adjacent sidewalk, walkway or ground level.*
Materials *Intent: To incorporate quality materials and architectural elements in the building design to support pedestrian oriented development.*	▪ Subject to the façade transparency requirements of these design standards and guidelines, street level exterior facades, up to 10 feet above the level of the adjacent sidewalk, walkway or ground level that face public streets or sidewalks, should be clad in durable materials compatible with an urban context, including materials such as stone, tile, metal, masonry, concrete, manufactured cement products, and/or glass. ▪ Exterior Insulating Finish Systems (EIFS) and lapped siding products generally do not comply with the intent of the City's design standards and

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	guidelines and are not allowed on ground floor exterior walls that face public streets or sidewalks. ▪ On street frontages, exit corridors, garage openings, loading docks, and all recesses, the design professional should provide a finished appearance to the street with street level exterior finishes fully wrapping into the openings.
Massing *Intent: To reduce the apparent bulk of the buildings by providing a sense of "base" and "top" and provide buildings that frame and define the street and contributes to the quality of the public realm and pedestrian experience.*	▪ Buildings shall have a distinct "base" at the ground level, using articulation and high-quality materials as noted in the Materials section. ▪ The "top" of the building shall be treated with a distinct outline that adds variation through varying heights, steps, or depths. ▪ New structures shall incorporate vertical and horizontal modulations to develop distinctive architectural volumes, break monotonous volumes, and create fine-grain character in scale with adjacent neighborhood character.
Roof Form *Intent: To ensure that roof lines present a distinct profile and appearance for the building and express the neighborhood character.*	Buildings shall incorporate one of the following roof forms: ▪ pitched roofs with a minimum slope of 4:12 and maximum slope of 12:12, especially to highlight major entrances. ▪ outward projecting cornices to create a prominent edge when viewed against the sky. ▪ flat roofs are to be used in reference to surrounding context, reinforce the architectural character of the street, and be modulated to establish human scale interaction. > parapets without vertical or horizontal modulation in any 30 foot span shall have an outward projecting cornice of six inches minimum. > stepped parapets of varying heights (2 feet or 0.1 times the wall height), cornice or other architectural projection articulated through varying heights and depths.
Historical Context Considerations *Intent: To ensure that infill and rehabilitation, when it is adjacent to existing buildings having historic architectural character, is compatible with the historic context within the neighborhood.*	▪ New development should incorporate historic architectural elements that reinforce the established character of a center or corridor but still remain a product of their own times. The following elements constitute potential existing features that could be reflected in new buildings: materials, window proportions, cornice or canopy lines, roof treatment, and/or colors. ▪ When rehabilitating existing historic buildings, property owners are encouraged to follow the Secretary of the Interior's Standards for Rehabilitation*. > if original details and ornamentation are intact, they should be retained and preserved. > if original details are presently covered, they should be exposed or repaired. > if original details are missing, missing parts should be replaced to match the original in appearance. Remaining pieces or old photos should be used as a guide.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	▪ If a proposed building is not adjacent to other buildings having a desirable architectural character, it may be necessary to look at contextual elements found elsewhere within the area.
Location of Parking Lots *Intent: To maintain a contiguous, active pedestrian street front along designated Pedestrian Streets by locating parking lots behind buildings.*	▪ Parking lots shall not be located between a building and a Pedestrian Street.
Curb Cuts *Intent: To maintain a continuous uninterrupted sidewalk by minimizing driveway access*	▪ Curb cuts within an ownership should be spaced at no less than 125 feet apart along a principal or minor arterial, and no more than 100 feet apart along a collector arterial. ▪ Curb cuts shall not be located along a designated Pedestrian Street. ▪ Access to parking should be from the alley, or from a side street if access from the alley is not possible. Access to parking shall not be from a Pedestrian Street unless no other means of access is possible.
Streetscape Elements *Intent: To create a more pedestrian friendly street through the use of site furnishings along designated Pedestrian Streets.*	▪ Publicly-usable site furnishings such as benches, tables, bike racks and other pedestrian amenities shall be provided at building entrances, plazas, open spaces, and/or other pedestrian areas for all buildings larger than 10,000 sf. ▪ Buildings less than this size are encouraged to include such amenities. Specific types of site furnishings shall be approved by the City.
Street-facing Entrances *Intent: To ensure that building entrances directly reinforce pedestrian activity on the Pedestrian Street sidewalks.*	▪ The primary entrance to the building shall be visible from and fronting on a Pedestrian Street.
Setback – Maximum *Intent: To create a lively, pedestrian friendly sidewalk environment.*	▪ Along Pedestrian Streets, buildings shall be set up to the back of the required sidewalk (see Setbacks section of Land Use Code for Centers and Corridors), except for a setback up to 10 ft. for the purpose of providing a publicly accessible "plaza," "courtyard," or recessed entrance.
Ground Level Details *Intent: To ensure that buildings along any Pedestrian Street display the greatest amount of visual interest and reinforce the character of the streetscape.*	▪ Façades of commercial, residential, and mixed-use buildings that face Pedestrian Streets shall be designed to be pedestrian-friendly through the inclusion of at least three of the following elements: kickplates for storefront windows, projecting sills, pedestrian scale signs, canopies, plinths, containers for seasonal planting, tilework, medallions, and/or rolling doors or windows. ▪ If the building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for Rehabilitation historic design guidelines shall apply.
Integration with Architecture *Intent: To ensure that signage is part of the overall design of a project and not additive or an afterthought.*	▪ The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign program that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign program shall indicate location, size, and general design.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	▪ Signs shall not project above the roof, parapet, or exterior wall.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

2.4: Zoning District and Overlay Zone Land Use Allowances

The following tables summarize the allowable land uses for each zoning district in the Focus Area; Table 2.4.a lists those for the non-residential zones, and Table 2.4.b lists the those for the residential zones. For brevity, these tables represent a consolidated list to include only those uses that are generally applicable to the Focus Area (See the Code for a full list of land uses). In most situations, applicants for a conditional use permit must demonstrate compatibility with other properties/uses in the neighborhood.

Table 2.4.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential							
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***
Residential Categories								
Group Living	P	P	P	L*	N	L/CU	L/CU	L/CU
Residential (broad category)	P	P	P	N	N	N	N	N
Residential Household Living[1]	P	P	P	L*	L*	P	P	P
Commercial Categories								
Commercial Outdoor Recreation	-	-	-	P	P	N	N	P
Commercial Parking	P	P	P	P	P	CU*	CU*	P
Drive-Through Facility	N	N	N	P	P	L*	L*	P
Eating & Drinking Establishments	P*	P*	N[1]	-	-	-	-	-
Entertainment, Museum & Cultural	P	P	N	-	-	-	-	-
Hotels, Bed & Breakfast	P	P	N	-	-	-	-	-
Major Event Entertainment	P	P	N	CU	CU	N	N	P
Mini-Storage Facilities	N	P	N	L*	L*	N	N	L*
Office	P	P	L*	P	P	P	P	P
Parking – Public Lot	P	P	N	-	-	-	-	-
Parking – Structured Parking	P	P	P	-	-	-	-	-
Retail Sales and Service	P*	P*	L*	L/CU*	L/CU*	N	P	P
Vehicles – Sales & Rental and Automotive Parts & Tires	N	P	N	-	-	-	-	-
Vehicles – Gasoline sales (less than 6 vehicles)	P	P	P	-	-	-	-	-
Vehicles – Vehicle Repair	N	P	N	P	P	N	L*	P
Industrial Categories								

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.4.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential							
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***
High Impact Uses	N	N	N	L*	L*	N	N	N
Manufacturing and Production	P*	P*	N	P	P	N	L*	L/CU*
Railroad Yards	-	-	-	CU	P	N	N	N
Wholesale Sales, Warehouse and Freight Movement	P*	P*	N	P	P	N	N	L/CU*
Waste-Related	-	-	-	CU	CU	N	N	N
Institutional Categories								
Basic Utilities	P	P	P	P	P	P	P	P
Schools, Colleges, and Religious Institutions	P	P	P	P	N	P	P	P
Community Service	P	P	P	P	P	P	P	P
Daycare	-	-	-	P	CU	P	P	P
Medical Centers	-	-	-	P	N	P	P	P
Parks and Open Areas	P	P	P	P	CU	P	P	P
Other Categories								
Aviation and Surface Passenger Terminals	P	P	P	P	P	CU	CU	CU
Essential Public Facilities	P	P	P	CU	CU	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P	P	P	CU	CU	CU

Notes

*Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.

1. *Residential Household Living* is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month basis, or for a longer period. Apartment complexes that have accessory services such as food service, dining rooms, and housekeeping are included as Residential Household Living. Single room occupancy housing (SROs) that does not have totally self-contained dwelling units is also included if at least two thirds of the units are rented on a monthly basis.

Table 2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted

	City of Spokane Zones – Residential (R Zones)			
Land Use / Activity	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Residential Categories				

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted

	City of Spokane Zones – Residential (R Zones)			
Land Use / Activity	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Housing Types Allowed				
Single-Unit Residential Bldg.	P	P	P	P
Middle Housing[2]	P	P	P	P
Accessory Dwelling Unit	P	P	P	P
Manufactured Home	P	P	P	P
Mobile Home Parks	CU	CU	N	N
Single-Room Occupancy	N	N	P	P
Multi-Unit Residential Bldg.	P	P	P	P
Group Living	L/CU	L/CU	L/CU	L/CU
Residential Household Living[1]	P	P	P	P
Commercial Categories				
Commercial Outdoor Recreation	CU	CU	CU	CU
Commercial Parking	N	N	N	N
Drive-Through Facility	N	N	N	N
Major Event Entertainment	N	CU	CU	CU
Mini-Storage Facilities	N	N	N	N
Office	N	N	CU*	CU*
Retail Sales and Service	N	N	N	N
Vehicles – Quick Servicing	N	N	N	N
Vehicles – Repair	N	N	N	N
Industrial Categories				
High Impact Uses	N	N	N	N
Industrial Services	N	N	N	N
Manufacturing and Production	N	N	N	N
Railroad Yards	N	N	N	N
Waste-Related	N	N	N	N
Wholesale Sales, Warehouse and Freight Movement	N	N	N	N
Institutional Categories				
Basic Utilities	L	L	L	L

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted

	City of Spokane Zones – Residential (R Zones)			
Land Use / Activity	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Colleges, Schools, and Religious Institutions	L/CU*	L/CU*	P	P
Community Service	L/CU*	C/CU*	P	P
Daycare	L	L	P	P
Medical Centers	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P
Other Categories				
Essential Public Facilities	CU	CU	CU	CU
Rail Lines and Utility Corridors	CU	CU	CU	CU

Notes

*Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.

1. *Residential Household Living* is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month basis, or for a longer period. Apartment complexes that have accessory services such as food service, dining rooms, and housekeeping are included as Residential Household Living. Single room occupancy housing (SROs) that does not have totally self-contained dwelling units is also included if at least two thirds of the units are rented on a monthly basis.
2. See SMC 17A.020.130 for definitions of middle housing and multi-unit residential building.

Appendix C

Demographics & Housing Conditions Report



Hillyard Subarea Plan

Demographics & Housing Conditions Report

Version: July 20, 2023

Prepared by:
Stantec
Bellevue, Washington

Prepared for:
The City of Spokane &
Northeast Development Authority (NEPDA)

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The Introduction to the Hillyard Subarea Plan

The Subarea Plan Introduction

This report summarizes the demographic and housing conditions for the Hillyard Subarea Plan; these findings will establish baseline conditions and historical trends that will guide planning recommendations relating to land use, housing, employment/economic opportunities, essential services/infrastructure, and quality of life elements. As the community embarks on long-range planning initiatives benefiting specific geographic areas, it is vital to explore the social economic conditions, household makeup/income, and housing availability so that the process can respond to local need and the individuals that reside in and around the defined Focus Area boundaries. This information will allow the local leaders and community stakeholder to prioritize initiatives and capital investments that benefit the socioeconomic makeup and physical conditions of the place. These findings can specifically guide the City's decisions relating to land use and economic development strategies.

In April 2023, the City of Spokane and the Northeast Public Development Authority (NEPDA) embarked on a subarea planning initiative for the Hillyard neighborhood and the surrounding vicinity to the northeast to build upon past planning efforts and technical studies focused on infrastructure, economic development, housing, brownfield reuse/redevelopment, and responding to the unique needs/opportunities associated with this area of the larger Spokane community. A series of unique neighborhoods, business districts, legacy industrial areas, and natural geographies comprise the Focus Area that are the subject of this Subarea Plan. Notably, the northeast areas of the Focus Area have experienced prolonged infrastructure deficiencies that have stalled economic development and property reuse, and the legacy commercial corridors have been slow to revitalize. The Focus Area has a concentration of vacant/abandoned properties; through thoughtful reuse planning, these sites can be redeveloped for new community serving uses such as employment, commercial services, and/or housing. As an end goal, the Subarea Plan will examine and respond to the area's challenges and opportunities by providing a series of planning-related strategies that are aimed to improve area conditions, support economic development, address infrastructure and service needs, and provide essential housing/commercial services to this area of the City. For the Subarea Plan, the City of Spokane, NEPDA, and its consultant (Stantec) comprise the Project Team.

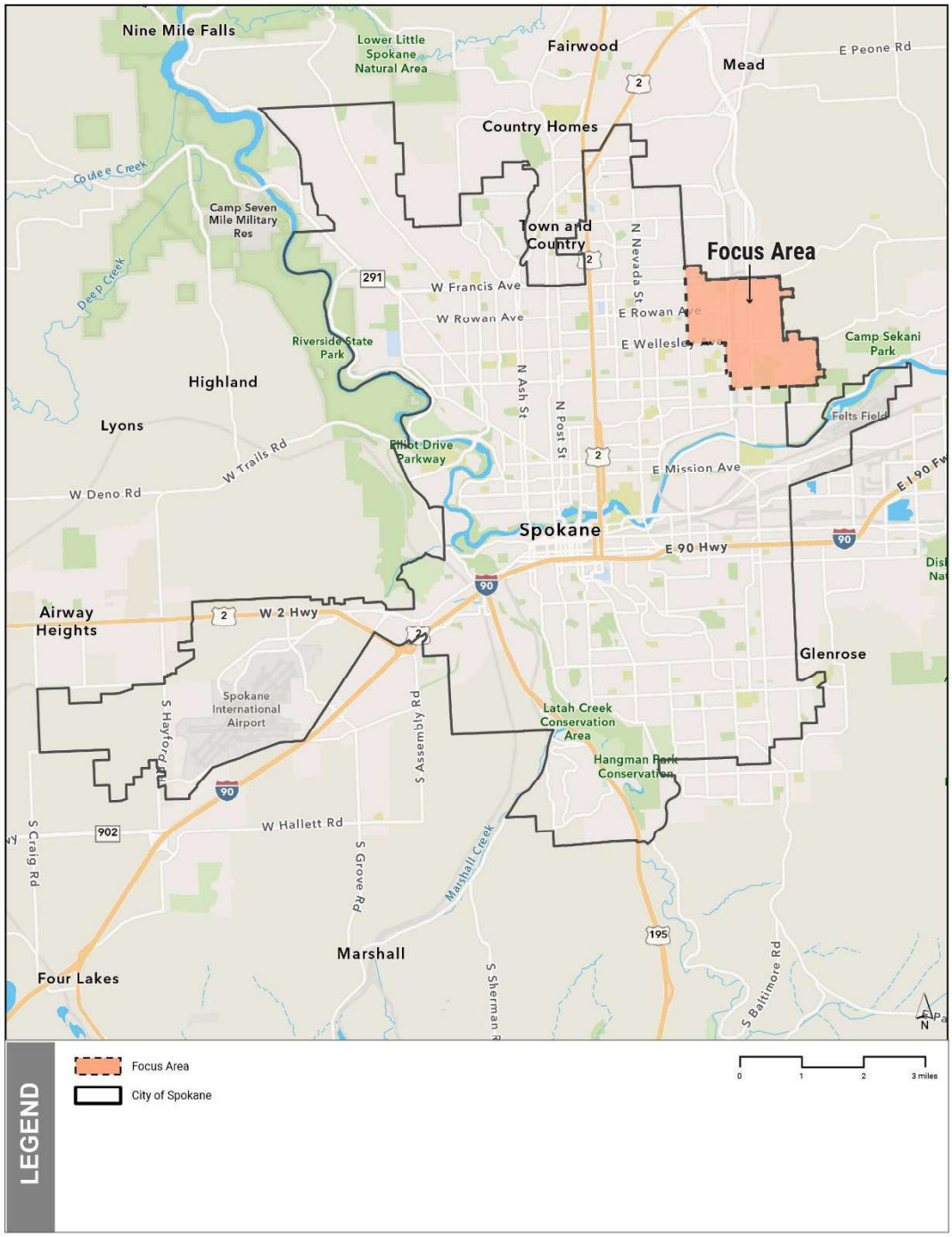

Figure 1.1.1.1 – Hillyard Subarea Plan Local Context Map

Focus Area - The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the south, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

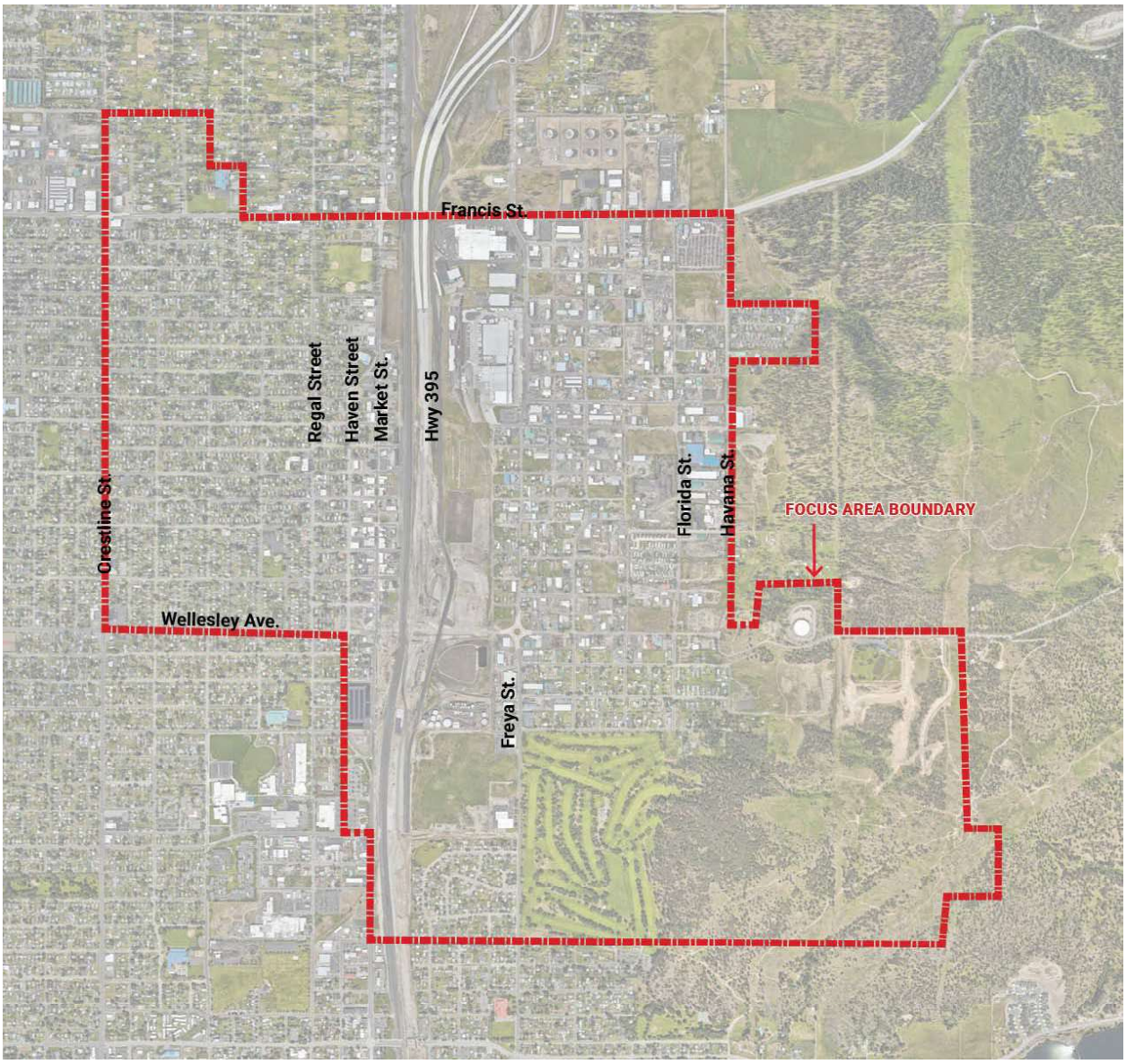

Figure 1.1.1.2– Hillyard Subarea Plan Focus Area Map

Subarea Plan Approach - The Subarea Plan will approach reuse and revitalization planning as a series of six (6) "Character Districts" with the goal to recognize and address the unique land use and infrastructure needs for these geographic areas within the larger Focus Area. (See Figure 1.1.1.3 for the Focus Area boundaries and the planned Character District designations). The Subarea Plan will result in a final document comprising elements related to community context, the community's vision, land use and urban design, housing, transportation and mobility, utilities and drainage, open space and environment, economic development, and an action plan. A notable goal will be to devise a series of revitalizations strategies to address prolonged housing needs, resolve infrastructure deficiencies, improve quality-of-life, increase economic opportunity, and place brownfields and other underutilized properties back into productive use. This project also aims to address the potential displacement of existing residents/businesses as the Focus Area improves over time. The Project Team will generate their planning ideas and revitalization recommendations for the Focus Area based community participant feedback.

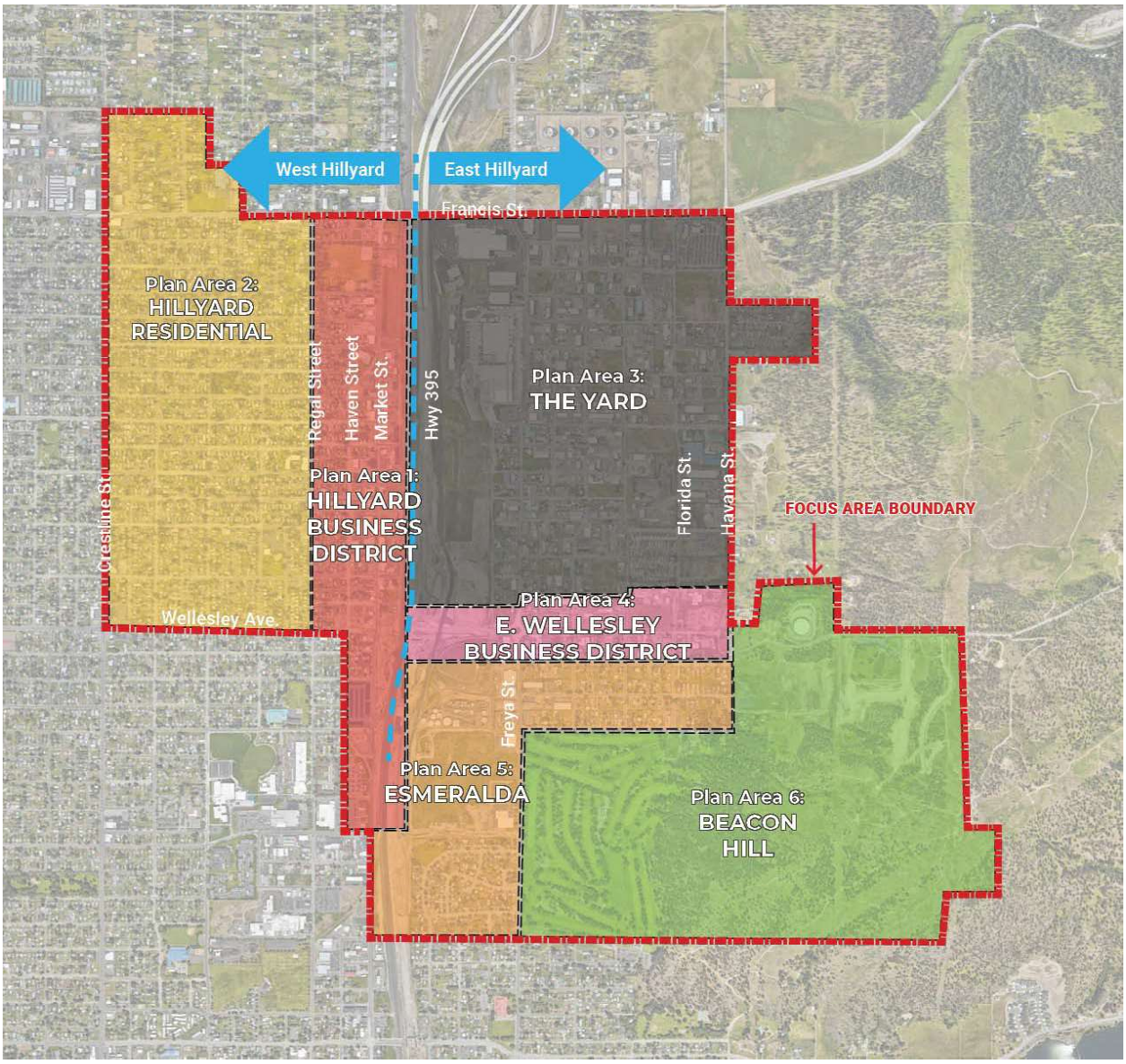

Figure 1.1.1.3 – Hillyard Subarea Plan Character Districts Map

Demographics and Housing Data Analysis Overview

When planning for the Hillyard Subarea Plan Focus Area, it is important to examine and understand the historical population trends, regional population forecasts, local household characteristics, and housing conditions to ensure the resulting planning-related recommendations respond to local needs and those individuals that live in and around the area. There is opportunity for the Focus Area to absorb a portion of the region's population growth by planning for future housing, commercial services, employment opportunities, and supportive infrastructure. A notable strategy (and outcome) for the Subarea Planning process will be to support and incentivize redevelopment projects on designated "opportunity sites" to bring much needed services to the Focus Area.

The City and NEPDA intend to hone their redevelopment efforts on vacant, abandoned, and/or underutilized properties across the Focus Area – those properties may possess the potential to create new community-serving uses for those individuals living/working in the vicinity. In planning for catalytic redevelopment projects, it will be important to identify the local demographic makeup of the community so individual site programming (and land uses) respond to local need, aspirations, and economic attainment for those that live and work in the Focus Area. It will also be important to prioritize projects that fill service and housing gaps in the community. As an initial step in the subarea planning, the Project Team (led by the project consultant, Stantec) collected, analyzed, and summarized the demographic and housing conditions in and around the Focus Area. This section summarizes the data used for this analysis.

Data Sources - As part of this planning process, the Project Team reviewed readily available demographic data so the resulting revitalization strategies for the Hillyard Subarea Plan and the associated community engagement activities respond to both current and projected population trends, current housing supply, household characteristics, and income. The demographics and housing conditions analysis includes information from the following data sources.

- **United States Census Data** – The Project Team reviewed demographics data from the United State Census (American Community Survey 2021 – 5-year Estimate Data). This information focused on race/ethnicity, age, household characteristics, income, educational attainment, and housing.
- **United States Bureau of Labor Statistics** – The Project Team review recent and historical unemployment statistics for the National, State, County, and City-wide geographies.
- **State of Washington Office of Financial Management (OFM)**– The Project Team reviewed State, regional and local population estimates and forecasts. This includes historical, current, and projected population estimates. This information was used to verify other data sources as it relates to Spokane and the larger region.

Census Tracts – Six individual census tracts (CTs) comprise the Focus Area, but only four of them were used for this demographic and housing summary as they cover the majority of the Focus Area: CTs 2.01, 2.02, 16, and 144. Only small segments of the Focus Area fall within CTs 112.02 and 112.03; since most of the land comprising those tracts are outside the Focus Area the statistics/values may inaccurately reflect the true demographic/housing conditions for the Subarea Plan (thus, those CTs were omitted from this analysis). Figure 1.3.1 depicts the Census tract map as it relates to the Focus Area. As applicable, the findings include a weighted value for the four CTs to achieve a summary of the Focus Area statistics. The following describes the geographic location for the CTs used in this analysis for the Hillyard Subarea Plan:

Table 1.3.a. Census Tracts Used for the Focus Area

Census Tract	*Description and Notes*	*Subarea Plan Character District(s)*
2.01	This CT covers the northern portions of the Hillyard Neighborhood and its business district.	District 1: Hillyard Business District District 2: Hillyard Residential
2.02	This CT covers the southern portions of the Hillyard Neighborhood and the central portions of its business district.	District 1: Hillyard Business District District 2: Hillyard Residential
16	This CT covers the southern portions of the Hillyard Business District and some residential areas; notably, the western portions of this CT are outside of the Focus Area.	District 1: Hillyard Business District
144	This CT covers the areas of the Focus Area on the east side of the US 395 highway corridor; notably, the southern portions of this CT are outside the Focus Area.	District 3: The Yard District 4: E. Wellesley Bus. District District 5: Esmeralda District 6: Beacon Hill

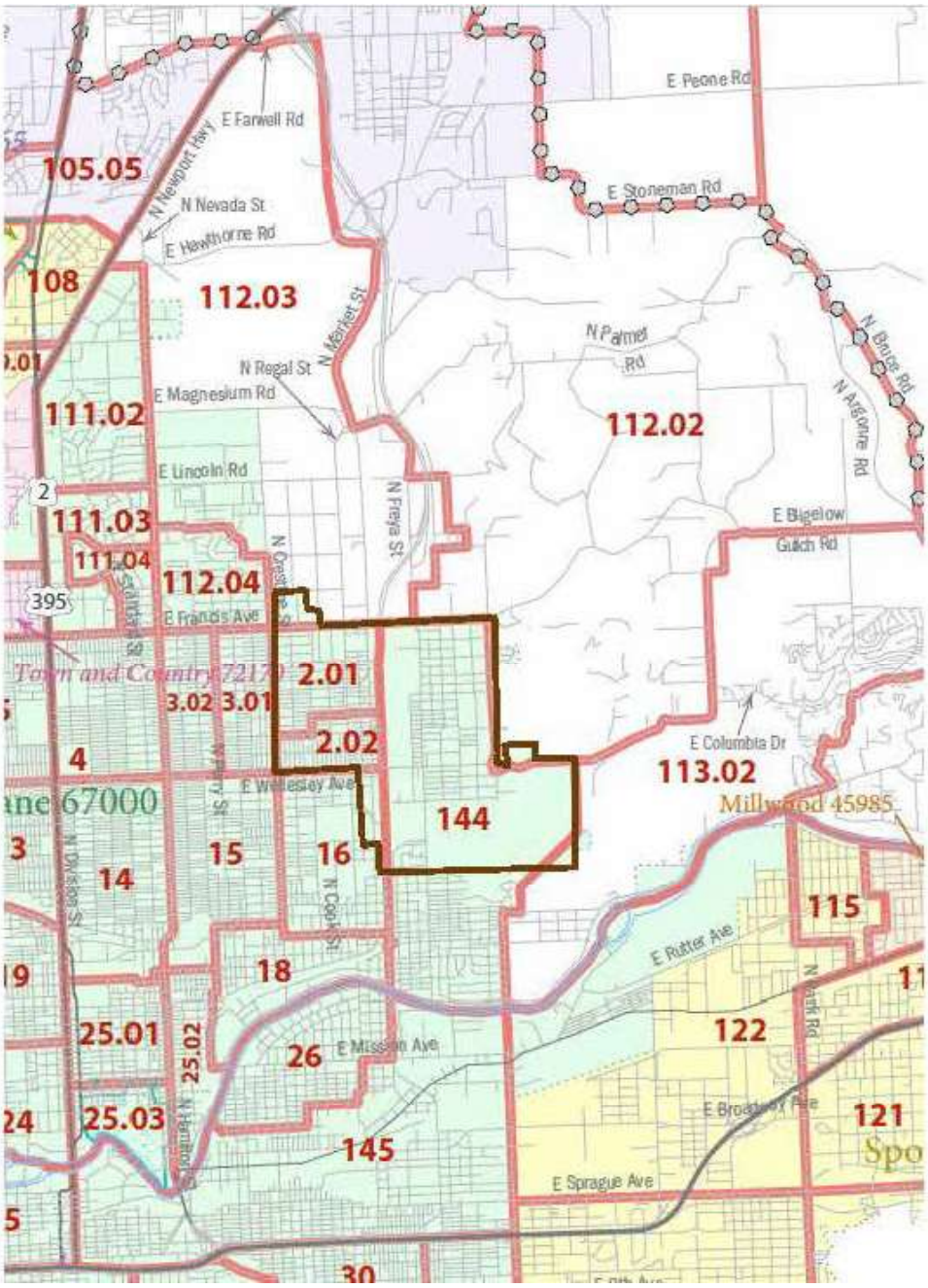

Figure 1.3.1 – Census Tract Map

Demographics / Population

Demographic Overview and Key Findings

Demographics Introduction

As communities embark on long-range planning and special studies for a defined geographic area, it's important to understand the current populations and household characteristics so the resulting plans reflect the needs of those residing in the Focus Area. This chapter provides the statistical assessment results of several key characteristics of the Focus Area's inhabitants. Referred to as demographics, these results can be utilized to reveal larger socioeconomic trends such as population changes, householder characteristics, economic conditions, and disparities that may exist within the Focus Area compared to the City, County and the State of Washington. These considerations make this data extremely important in developing long-range plans for the Focus Area. Furthermore, understanding the population's characteristics will help shape the resulting planning recommendations for the Subarea Plan. These sorts of considerations are what make plans effective and foster strong relationships between community members and their local government.

In this chapter, each demographic indicator of the Focus Area has been benchmarked against those of the City, County, and State to provide the reader with greater context. In the sections herein, each demographic topic begins by outlining the statistical data at the City and regional level and then contrasting the conditions with the Focus Area; this format was chosen to provide a consistent comparison between the regional context and the Hillyard-area.

Key Findings

The Project Team identified the following key findings and considerations as they relate to planning for the Hillyard Focus Area.

Finding #1 – Historical Population Loss: The census tracts (CTs) comprising the Focus Area have shown a 6.11% population loss between 2010 and 2021; notably, the northern portions of the Hillyard residential areas have showed a 12.63% loss during the same period. There is opportunity to reverse this historical trend through thoughtful planning, new housing, amenities, and increased employment opportunities.

Finding #2 – Regional Growth: The City of Spokane has experienced a 9.28% population growth between 2010 and 2021; Spokane County experienced a 15.22% increase during the same time. By 2040, Spokane County is expected to grow to 592,969 (up from 531,477 in 2021). There is

opportunity for the Focus Area to absorb a portion of the projected population growth by improving area conditions and adding much needed housing.

Findings #3 – Minorities and Racial/Ethnic Composition: The Focus Area has a 19.28% minority population which is a higher percentage of residents when compared to the City (16.90%) and the County (14.20%). Notably, there are more individuals that identify as Black and/or Native Hawaiian/Pacific Islander living in Focus Area than the City as whole. Also, Hispanics (or Latinos/Latinas) account for 9.93% of the Focus Area residents compared to 6.8% in the City. There is a need to recognize the area's unique racial/ethnic composition in planning for revitalization and community services.

Findings #4 – Age: The City of Spokane and the County have a younger population when compared to that of the State of Washington as a whole. The 25-34 age bracket represents the larger cohort in both the City and the Focus Area. The City's median age is 36.4 years which is younger than the County (39.9 years) and Washington State (37.9 years). Additionally, 30.85% of the Focus Area households have children compared to 26.9% of the City households. Just over 24% of Focus Area households have a senior occupant compared to 27.7% in the City. There is opportunity to plan for housing, amenities, employment, and commercial services that accommodate the region's population while being inclusive of other age cohorts.

Finding #5 – Educational Attainment: The Spokane region has a higher high school graduation rate (or equivalent) when compared to the State. For individuals 25 year of age or older, 92.15% of those living in the Focus Area have a high school graduate (or higher) compared to 93.10% in the City and 91.90% in the State. Conversely, 14.08% of the Focus Area population (25+ of age) hold a bachelor's degree or higher compared to 32.4% in the City. There is opportunity to provide additional educational and job-training resources in the community to ready individuals for a variety of employment options.

Finding #6 – Household Spoken Languages: Over 13% of those individuals 5 year of age or older living in the Focus Area speak a language other than English at home compared to 3.2% in the City. For the Focus Area, 5.72% of those individuals speaking English "less than very well". There is opportunity to recognize the variety of languages readily spoken in the community and provide signage, resources, and programs in other languages in addition to English.

Finding #7 – Household and Family Sizes: The Focus Area has an average household size of 2.5 individuals per unit compared to 2.32 in the City and 2.46 in the County. Family sizes in the Focus Area range between 2.99 and 3.15 individuals compared to 3 in the City. There is a need and opportunity to plan for new housing that can accommodate larger households.

Finding #8 – Income and Financial Hardship: The median household incomes for the Focus Area range from $39,756 to $60,850 depending on geographic area; lower household incomes occur in the Hillyard residential areas. The median income in the City is $56,977 which is lower than that of the County ($64,079) and the State ($82,400). The Focus Area has an 18.5% household poverty rate which is higher than that of both the City (15.6%) and the County (12.5%); households in the Focus Area also have higher rates of public assistance. There is an immediate local need to provide jobs, resources, and educational programs that improve economic opportunity for Focus Area

households. At the same time, it is important to provide affordable housing and reduced living costs to area residents.

Finding #9 - Unemployment: The Focus Area has maintained a 6.83% 5-year unemployment rate compared to 6.20% in the City and 5.70% in the County (pursuant to the Census). However, March 2023 U.S. Labor Bureau Statistics show a City-wide employment rate of 5.1% and 4.2% in the County; this shows that employment rates are improving since the onset of the COVID-19 pandemic that started in March/April 2020. There is opportunity to plan for employer retention to stabilize jobs in the region.

Finding #10 – Employment Industry: Most of the workers in the Focus Area are employed in educational services, health care, and/or social assistance (19.50%). Over 11% of Focus Area workers are employed in the arts, entertainment, recreation, and accommodation and food services industries; approximately 11.44% work in the retail sector. Notably, the Focus Area has a high rate of workers in "blue collar" jobs. Specifically, 10.55% of are in the construction industry, which is twice the share of those workers in the City. Approximately 7.97% of the workforce in the Focus Area work in manufacturing, which is higher than that of both the City and County. Additionally, 7.93% of the workforce in the Focus Area work in the transportation, warehousing, and utility industries. Based on these findings, there is opportunity to promote more manufacturing, transportation, and warehousing jobs in the Yard as many workers with this industry experience live in the Focus Area. Additionally, there is opportunity to support additional retail, health services, and art-focused enterprises in the legacy Hillyard Business District and the planned E. Wellesley Business District.

Finding #11 – Class of Worker – Most Focus Area workers are employed at a private company (85.68%) when compared to the City (79.90%) except for CT 2.02 (71.90%). The Focus Area has few government employees (10.29%) when compared to the City (14.80%); except for CT 2.02 (18.80%). The Focus Area has a lower percentage of self-employed individuals (4.02%) compared to the City (5.10%); except for CT 2.02 (9.20%). There is opportunity to support additional private employers in the Focus Area to serve the existing population. Also, there may be opportunity to provide programs and resources that support entrepreneurship and small-business start-up through education, financial services, and affordable workspaces.

Population Characteristics

Population Trends and Forecast

Table 2.2.1.a displays the historical population trends/statistics between 2010 and 2021 for the City of Spokane, the County, the State of Washington and the census tracts (CTs) comprising the Focus Area. When reviewing the Census data, Spokane's 2021 population was 225,709. This represents a 9.28% (or 19,168-person) population increase since 2010. In 2021, the State of Washington's population was 7,617,364; this is a 16.10% increase from its 6,561,297 population in 2010. Spokane County's 2021 population was 531,477 individuals; the County grew 15.22% from its 2010 population of 461,262. In general, the City of Spokane has shown a slower growth rate when compared to the County and State. Based on the Washington Office of Financial Management (OFM) population forecasts, the City's population is expected to grow to 236,698 in population by 2037 compared to the County's future population estimate of 583,409 and the Washington State estimate of 8,887,396 (the next state/regional forecast is expected to occur in 2024).

For the four (4) CTs that comprise the majority of the Focus Area, the total estimated population for 2021 was 12,807 individuals. Over the last decade, all four CTs have shown consistent population losses. For the combined CT's, the Focus Area has experienced 6.11% decline in population between 2010 and 2021. Notably, the CTs comprising the legacy Hillyard neighborhood show a 12.63% decline since 2010. CT 16 and CT 144 demonstrate a 2.36% and 2.92% decline, respectively, during this same timeframe. As the community plans for the area's future, there is opportunity to improve quality of life, add jobs/services, and increase housing choices as strategies to attract and retain households. As the State and County populations are forecasted to grow substantially by 2037, there is an opportunity to plan for the Focus Area to absorb a portion of the regional population growth.

Table 2.2.1.a. Historical Population Trends

	Population Statistics by Geographic Area							
Year	*Washington State*	*Spokane County*	*CT 2.01*[1]	*CT 2.02*[1]	*CT 16*[2]	*CT 144*[3]	*Focus Area Combined CTs*[4]	*City of Spokane*
2010	6,561,297	461,262	5,053		3,595	5,029	13,677	206,541
2015	6,985,464	480,832	4,703		3,667	4,718	13,088	210,695
2021	7,617,364	531,477	4,415		3,510	4,882	12,807	225,709
Population Change 2010-2015 (Number)	424,167	19,570	-350		72	-311	-589	4,154
Population Change 2010-2015 (Percent)	6.46%	4.24%	-6.93%		2%	-6.18%	-4.31%	2.01%

Table 2.2.1.a. Historical Population Trends

	Population Statistics by Geographic Area							
Year	*Washington State*	*Spokane County*	*CT 2.01*[1]	*CT 2.02*[1]	*CT 16*[2]	*CT 144*[3]	*Focus Area Combined CTs*[4]	*City of Spokane*
Population Change 2015-2021 (Number)	631,900	50,645	-288		-157	164	-281	15,014
Population Change 2015-2021 (Percent)	6.46%	4.24%	-6.93%		-2.00%	-6.18%	-4.16%	2.01%
Population Change 2010-2021 (Percent)	16.10%	15.22%	-12.63%		-2.36%	-2.92%	-6.11%	9.28%
2037 Population Forecast (OFM)	8,887,396	583,409 (176,780 unincorp-orated)	N/A		N/A	N/A	N/A	236,698

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: Washington Office of Financial Management (OFM) and the US Census / American Community Survey 2021-5-year estimates

Race and Ethnicity

At nearly 20% on average across its CTs, the Focus Area contains a larger share of minorities than that of the city. Eighty three percent (83.10%) of the City of Spokane residents are white compared to 85.80% in the County and 71.70% in Washington. The City's minority population hovers around 16.90% which is similar to the County (14.20%) but much lower than the State (28.30%); this includes individuals that identify as non-white and/or Hispanic. The City's Hispanic (or Latino/Latina) population is 6.80% which is on par with the County (6.20%) but less than half that of the State (13.20%). Additionally, 7.50% of Spokane residents identify as two or more races as compared to the County (6.80%) and State (8.60%).

Notably, there are larger minority concentrations in CT 16 (21.6%) and CT 144 (20.3%); whereas the CTs comprising the Hillyard residential areas and its business district have a minority population that closely aligns with that of the City (16% in CT 2.01 and 17% in CT 2.02). The following list summarizes the findings by racial and ethnic background (pursuant to the Census categories). Figure XXX shows the percent of population within the Focus Area that are people of color.

- **White:** The CTs comprising the Focus Area show 80.72% percent of the population identify as white; this is slightly less that the City (83.10%). The highest concentration is in the Hillyard residential areas and its business district (84% in CT 2.01 and 83% in CT 2.02).

- **Black or African American:** The CTs comprising the Focus Area show that 2.73% of residents identify as black or African American, which is higher than that of the City (2.40%) and the County (1.8%). These individuals are concentrated in CT 2.01 (5.6%) and CT 16 (4.0%).
- **American Indian and Alaska Native:** The CTs comprising the Focus Area show that 1.38% of residents identify as American Indian and/or Alaska Native; which is on par with the City's demographics (1.40%). There are larger concentrations of these individuals in the central and southern portions of the Hillyard residential areas and business district (2.8% in CT 2.02).
- **Asian:** The CT's comprising the Focus Area show that 1.46% of residents identify as Asian which is lower than that of the City (2.9%) and the County (2.2%). CT 2.01 has the highest proportion of Asian residents (3.1%) when compared to the other tracts.
- **Native Hawaiian or other Pacific Islander:** The CTs comprising the Focus Area show 2.72% of residents identify as Native Hawaiian or another Pacific Islander; this share is significantly higher than that of the City (1%) and the County (0.6%). Notably, CT 2.01 shows no Native Hawaiians/Pacific Islanders residing in that geographic area.
- **Some other race:** The CT's comprising the Focus Area show that 2.51% of the residents identify as some other race (than those listed above); this is significantly higher than the City and County (both at 1.7%).
- **Hispanic (or Latino/Latina):** The Census identifies that the Focus Area has a larger share of its population that identify as Hispanic (9.93%) than the City (6.8%) and the County (6.2%). Larger concentrations of Hispanics live in CT 16 (13.2%) and CT 144 (10.5%).

These findings confirm that the Focus Area has a more diverse racial/ethnic population when compared to the City and County averages. As the community plans for the area's future, it is important to respond to the unique demographic makeup in terms of commercial services, cultural amenities, and even housing to result in a welcoming environment for both current and future households.

Table 2.2.2.a. Race and Ethnicity

		Percent of Population by Geographic Area							
Race/Ethnicity		***WA State***	***Spokane County***	***CT 2.01***[1]	***CT 2.02***[1]	***CT 16***[2]	***CT 144***[3]	***Focus Area Combined CTs***[4]	***City of Spokane***
Two or more races		8.60%	6.80%	4.40%	6.90%	10.50%	10.00%	8.48%	7.50%
One Race	White	71.70%	85.80%	84.00%	83.00%	78.40%	79.70%	80.72%	83.10%
	Black or African American	3.90%	1.80%	5.60%	0.80%	4.00%	0.60%	2.73%	2.40%
	American Indian and Alaska Native	1.20%	1.20%	0.30%	2.80%	1.30%	1.70%	1.38%	1.40%
	Asian	9.00%	2.20%	3.10%	0.00%	0.00%	1.90%	1.46%	2.90%
	Native Hawaiian and Other Pacific Islander	0.70%	0.60%	0.00%	2.50%	3.80%	3.70%	2.72%	1.00%
	Some other race	5.00%	1.70%	2.60%	4.00%	2.00%	2.40%	2.51%	1.70%
Hispanic or Latino/Latina		13.20%	6.20%	6.10%	8.00%	13.20%	10.50%	9.93%	6.80%
Minority Population		28.30%	14.20%	16.00%	17.00%	21.60%	20.30%	19.28%	16.90%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

Age

Table 2.2.3.a. compares the median age and cohorts amongst state and local averages. Spokane's median population age is 36.4 which is younger than that of the County (37.9) and the State (37.9). The largest age cohort amongst the City, County, and State is 25-34 years; in the City this represents 17.3% of all the age cohorts. The next two largest for all three geographic areas include the 35-44 and 45-54 cohorts.

Spokane's senior community (individuals 65 years or older) represent 15.61% of the total population compared to 16.18% of the County and 15.46% of the State. Spokane has the largest segment of children (individuals under 18 years of age) at 17.50% when compared to both the State (12.40%) and the County (13.80%). Approximately 63.30% of the City's population is within the prime working age (16-65 years of age), compared to 61.70% of the County's and 62.40% of the State's. Another observation is that 37.90% of Spokane's population (age 16+ years) is not in the labor force which is greater than the State (35.30%) but less than Spokane County (38.20%); this suggests that a large portion of residents may be unavailable to fill current and future employment positions or there are simply not enough jobs to fill the local demand (more investigation is warranted to better understand this situation).

For the Focus Area, the largest age cohort is 25-34 years of age in CTs 2.02, 16, and 144; whereas the 45-54 cohort is the largest of CT 2.01 which suggests that the majority of residents in Hillyard are young and middle-aged adults. When applying a weighted percentage value to the CTs comprising the Focus Area, 12.73% of the population are seniors over 65 which is lower than the share of the City (15.61%). When looking closer at each CT, there is a concentration of seniors in the northwest portion of the Hillyard Neighborhood (14.38% in CT 2.01, 10.60% in CT 2.02, 11.88% in CT 16, and 12.93% in CT 144).

Hillyard has a relatively high percentage of children under 18 (24.15%) versus the City (22.1%) and the County (21.1%); this statistic combined with the prevalence of adults in the 25-34 year age range suggests a possible predominance of young families in the Focus Area. The Focus Area has 63.10% of its population within the prime working age (18-65 years of age), which is closely comparable to the City at 63.30%.

As the community plans for its future, it is important to accommodate the existing, future, and aging residents in terms of age and generational needs. Notably, the Focus Area has a larger concentration of young families with children which justifies the need for larger, multi-bedroom dwelling units, schools/higher education services, and public amenities. Furthermore, it is important to recognize and plan for senior populations (and individuals that will age in place over the next few decades). Planning solutions may focus on walkability measures, access improvements, nearby commercial services, and opportunities to provide social and enrichment programs so that older generations are welcomed and thrive in the area.

Table 2.2.3.a. Age Cohorts and Median Age

	Percent of Population by Geographic Area							
Age Groups / Age Statistics	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Under 5 years	5.90%	5.90%	4.70%	9.00%	6.80%	8.30%	7.12%	5.60%
5 to 9 years	6.20%	6.20%	3.10%	9.20%	6.20%	6.50%	5.91%	6.10%
10 to 14 years	6.30%	6.30%	9.20%	4.10%	8.90%	7.20%	7.80%	6.00%
15 to 19 years	6.00%	6.40%	6.70%	9.90%	6.60%	5.30%	6.49%	5.90%
20 to 24 years	6.30%	6.50%	4.30%	9.20%	7.30%	2.50%	4.97%	7.10%
25 to 34 years	15.10%	14.90%	13.60%	18.10%	16.20%	15.70%	15.60%	17.30%
35 to 44 years	13.70%	12.80%	13.80%	3.70%	13.40%	13.20%	12.36%	12.40%
45 to 54 years	12.30%	11.80%	17.90%	12.80%	9.90%	14.00%	13.66%	11.40%
55 to 59 years	6.30%	6.20%	4.30%	5.30%	5.40%	8.30%	6.24%	6.00%
60 to 64 years	6.40%	6.80%	7.90%	8.20%	7.60%	6.10%	7.16%	6.50%
65 to 74 years	9.60%	10.00%	10.90%	5.30%	7.60%	8.80%	8.58%	9.80%
75 to 84 years	4.10%	4.30%	2.8%	4.60%	3.50%	3.20%	3.34%	3.80%
85 years and older	1.70%	1.80%	0.70%	0.70%	0.80%	0.90%	0.80%	2.00%
Under 18 years	22.10%	22.10%	15.80%	27.90%	45.60%	8.30%	24.16%	21.10%
65 years and older	15.46%	16.18%	14.38%	10.60%	11.88%	12.93%	12.73%	15.61%
Adults in Prime Working Age (18 to 65)	62.4%	61.7%	64.7%	66.3%	61.9%	62.10%	**63.12%**	63.3%
Population not in Labor Force (age 16+ years)	35.30%	38.20%	43.40%	40.20%	39.90%	30.10%	37.05%	37.90%
Median Age (years)	37.9	37.9	39.9	28.1	33.9	38.2		36.4

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

Education Attainment

Table 2.2.4.a. shows and compares the educational attainment rates amongst state and local averages. Spokane has a higher rate of basic education attainment and a lower rate of advanced education attainment when compared to the State but is generally in line with the County across all categories of educational attainment. Specifically, 22.50% of Spokane residents (aged 25+) are high school graduates compared to 23.20% in the County and 21.80% in the State. However, only 32.40% of Spokane residents (aged 25+) have a bachelor's degree or higher compared to 37.30% in the State. Approximately 12.20% of City residents have a graduate or professional degree which is lower than the State (14.20%) but slightly higher than the County (11.30%).

For the Focus Area, educational attainment trends coincide with those of the City – but are much more pronounced; most of the CTs comprising the Focus Area show a higher rate of basic education attainment and a significantly lower rate of advanced education attainment when compared to the City, County, and State. High school graduates in Hillyard comprise a whopping 36.51% of the population over 25, compared to 22.50% of the City. By contrast, only 14.08% of Hillyard residents (aged 25+) have a bachelor's degree or higher compared to 32.40% in the City and 37.30% in the State. Only 5.28% of Focus Area residents have a graduate or professional degree – over half that of the City (12.20%), County (11.30%), and State (14.20%).

When planning for economic development (and enticing new industries), a highly educated and trained workforce are important considerations for potential employers to locate to a given community (or specific neighborhood within the City). The strong presence of high school graduates in the City will support construction, retail, and service-oriented professions but may fail to attract tech-based or medical research companies without additional drivers (such as quality of life considerations, public amenities, and /or incentives). At the same time, it is important to provide educational resources so that residents obtain job skills that will translate into economic prosperity for them and their families. Through the planning process, the community may choose to prioritize public services and enrichment programs that advanced the educational attainment and job skills to improve economic opportunity for area residents. Educational support could be instrumental in attracting jobs and economic development in the community's legacy industrial areas and business districts.

Table 2.2.4.a. Education Attainment for population 25 years and older								
	Percent of Population by Geographic Area							
Highest Educational Attainment (population 25 years or older	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Less than 9th grade	3.50%	1.80%	3.80%	5.00%	5.10%	1.30%	3.26%	2.30%
9th to 12th grade, no diploma	4.60%	4.00%	5.20%	0.20%	9.20%	2.20%	4.58%	4.60%
High school graduate (includes equivalency)	21.80%	23.20%	36.50%	24.10%	42.70%	35.40%	36.51%	22.50%
Some college, no degree	22.70%	26.20%	27.40%	38.00%	25.50%	28.30%	28.26%	25.90%
Associate's degree	10.20%	13.30%	12.90%	16.10%	9.80%	15.20%	13.31%	12.20%
Bachelor's degree	23.10%	20.20%	10.20%	10.10%	5.80%	9.60%	8.81%	20.30%
Graduate or professional degree	14.20%	11.30%	4.10%	6.40%	2.00%	8.00%	5.31%	12.10%
High school graduate or higher (25+)	91.90%	94.20%	91.00%	94.70%	85.70%	96.50%	92.15%	93.10%
Bachelor's degree or higher (25+)	37.30%	31.50%	14.30%	16.50%	7.80%	17.50%	14.08%	32.40%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

English Speaking Ability

Table 2.2.5.a. shows and compares the levels of English-speaking ability (aged 5 or older) amongst state and local averages. Most Spokane residents speak English-only at home (91.60%) compared to 92.60% in the County and 79.70% in the State. Only 8.40% of Spokane residents speak languages other than English at home compared to 7.40% in the County and 20.30% in the State. For those that speak other languages at home, the Spokane residents are also able to speak/comprehend English quite well; only 3.20% of residents do not speak English well.

For the Focus Area, a larger share of families speak a language other than English at home (13.49%) compared to that of the City and County. There are portions of the Focus Area where individuals speak English "less than very well"; this is particularly prevalent in CT 2.01 (5.9%) and CT 16 (10.5%). A correlating factor for the high prevalence of multilingual families in Hillyard may be the relatively large Hispanic (or Latino/Latina) population at 9.96% compared to the City's Hispanic

population at 6.80% and the County at 6.20%. The larger share of Asian residents compared to that of the City in CT 2.01 may also be a contributor to the English-speaking ability of the Focus Area. (see Section 2.2.2 above for additional detail on race and ethnicity demographics).

As the community plans for the Focus Area, it will be important to be mindful of the various languages spoken amongst area households. There may be opportunities to acknowledge the linguistic abilities/preferences through signage, wayfinding improvements (i.e., additional languages or icon imagery), and enrichment programs so all community members feel welcomed and effectively accommodated.

Table 2.2.5.a. English Ability, population 5 years and over

	Percent of Population by Geographic Area							
English Use / Ability (Population 5 years or older)	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Speaks English Only at Home (age 5 or older)	79.70%	92.60%	87.00%	93.10%	79.70%	89.30%	86.51%	91.60%
Speaks Language other than English at Home (age 5 or older)	20.30%	7.40%	13.00%	6.90%	20.30%	10.70%	13.49%	8.40%
Speaks English Less than Very Well (age 5 or older)	7.60%	2.50%	5.90%	2.60%	10.50%	3.00%	5.72%	3.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

Household Characteristics

Household Characteristics Summary

Table 2.3.1.a summarizes key household characteristics for Spokane compared to the County, State of Washington, and the census tracts comprising the Focus Area. Spokane's average household size is 2.32 individuals which is lower than the County (2.46 individuals) and the State (2.55 individuals) The average family size in Spokane is 3 individuals; this is slightly less than both the County (3.03 individuals) and the State (3.1 individuals); these findings are in keeping with population age demographics suggesting a prevalence of young families in the region (see section 2.2.3 above).

The City has a smaller share of households with children (26.90%) compared to the County (29.40%) and the State (30.40%). Finally, 27.70% of Spokane's households have one or more senior individuals (aged 65 years of age or older), which is fewer than the households rates in the County (29.50%) and in the State (28.40%). These statistics, combined with the average household size figures above, suggest that a typical Spokane residential unit houses a smaller number of occupants as compared to both the County and State. This condition may necessitate a wider variety of housing options to accommodate families in need of housing other than the single family detached 3-4 bedroom unit (see Section 3 below for more information on housing conditions and constraints in Spokane and within the focus area).

For the Focus Area, the average household size is 2.50 individuals per dwelling unit; household sizes are larger in CT 16 (2.52) and CT 144 (2.78). Additionally, 30.85% of the Focus Area households have children which is higher than the City (26.9%) and the County (29.4%); CT's 16 and 144 have high rates of children living in households (at 32.7% and 36.5%, respectively). The average family size of the Focus Area is slightly larger than that of the City and County, CT 16 contains the largest average family size out of the other CTs at 3.15 individuals. Conversely, the Focus Area has a smaller senior segment (24.43%) than the City, County, and State.

As the community plans for its future, there may be need for a variety of housing options to accommodate household makeup. Specifically, the Focus Area has higher household and family sizes; this may warrant larger, multi-bedroom units. This also translates into a need for commercial services, recreational amenities, and educational services.

Table 2.3.1.a. Household Characteristics Summary

	Number/Percent of Population by Geographic Area							
Household Characteristics	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Average household size	2.55	2.46	2.28	2.13	2.52	2.78	2.50	2.32
Average family size	3.1	3.03	2.99	3.12	3.15	3.10		3.00
Households with one or more people under 18 years (Children)	30.40%	29.40%	24.80%	24.00%	32.70%	36.50%	30.85%	26.90%
Households with one or more people 65 years or older (Seniors)	28.40%	29.50%	27.90%	17.50%	25.80%	23.30%	24.43%	27.70%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Household Income / Financial Hardship

Table 2.3.2.a displays the household income and potential financial hardship indicators for State and local geographies. The median household income in Spokane is $56,977 which is lower than both the County ($64,079) and the State median ($82,400). These same income disparities are present when comparing per capita income; for Spokane, per capita incomes hover at $32,001 compared to $34,340 in the County and $43,817 in the State. For those that rent their residences, over 50% of Spokane households are considered cost burdened, meaning 30 percent or more of their income goes to rental payments; this is in line with conditions at the County and State levels.

Financial disparities in the City are further prevalent when examining the rates of poverty and public assistance. Spokane has a 15.60% poverty rate which is higher than that of the County (12.50%) and the State (10.00%). In looking closer, 6.2% of City households receive supplemental social security income, 5.0% receive cash assistance, and 19.8% receive food stamp/SNAP benefits; these are all higher shares than that of both the City and the State.

Lastly, a significant portion of the population in the City and County are not in the labor force (37.90% and 38.20%, respectively) compared to the State (35.30%). This could be attributed to a variety of causes ranging from medical hardship, lack of skills, age, or other unique conditions that

limit an individual from obtaining economic opportunity (which further contributes to financial hardship for those living in Spokane and the greater region).

For the Focus Area, the median household incomes are mostly below that of the City, County, and State; though CT 144 shows a median income of $60,850 which is higher than that of the City. The per capita income for households in the Focus Area is between $21,409 and $26,904; these income levels are significantly less than City, County, and State averages. Interestingly, 47.63% of those that rent in the Focus Area on average are considered cost burdened; however, CT 144's cost burden rates are much lower than the others at 32.2%.

The average household poverty rate for the CTs comprising the Focus Area hover around 18.5%. Notably, higher household poverty rates are concentrated in CT 2.01 (16.4%), CT 2.02 (27.9%), and CT 16 (29.5%). It's also important to note that 24.16% of children residing in the Focus Area are living below the poverty level; this is most prevalent in CT 2.02 (23.10%), CT 16 (26.2%), and CT 144 (25%). Another observation is that households within the Focus Area have much higher rates of public assistance compared to City and County averages: 7.55% of households receive supplemental social security income, 6.28% receive cash assistance, and 31.79% receive food stamp/SNAP benefits.

Through the subarea planning process, it will be important to acknowledge and respond to the income and financial hardship characteristics that exist in both the City and the Focus Area. Planning strategies should focus on affordable housing, displacement safeguards, and commercial services that benefit cash burdened households. Furthermore, strategies should also prioritize educational services and job skills training to improve economic opportunity for residents. Importantly, there is both a need and opportunity to attract new employers to the Focus Area that provide living wage jobs and provide for upward mobility. These actions are believed to improve the financial conditions for those living in the Spokane region.

Table 2.3.2.a. Household Income and Financial Hardship								
	Number/Percent of Population by Geographic Area							
Household Characteristics	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02 [1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Median household income ($)	$82,400	$64,079	$39,756	$37,330	$43,630	$60,850		$56,977
Per capita income	$43,817	$34,340	$23,643	$21,409	$22,188	$26,904		$32,991
Cost Burdened Households (gross rent ≥30% of household income – **Rental Situations Only**)	48.2%	50.0%	49.0%	56.5%	50.0%	32.2%	47.63%	50.3%
Poverty rate	10%	12.50%	16.40%	27.90%	29.50%	9.20%	18.50%	15.60%
Senior Poverty (65+ years)	7.60%	8.40%	15.90%	4.10%	37.40%	5.70%	12.73%	10.60%
Children Poverty (>18 years)	22.10%	22.10%	20.90%	23.10%	26.20%	25.00%	24.16%	21.10%
Households receiving Supplemental Social Security Income	4.60%	5.60%	8.60%	7.70%	8.20%	6.20%	7.55%	6.20%
Households receiving Cash Public Assistance	3.20%	4.30%	8.00%	10.10%	9.50%	1.00%	6.28%	5.00%
Households receiving Food Stamp/SNAP Benefits	11.20%	15.80%	37.70%	38.70%	42.20%	16.50%	31.79%	19.80%
Population not in Labor Force (age 16+ years)	35.30%	38.20%	43.40%	40.20%	39.90%	30.10%	37.05%	37.90%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Employment Characteristics

Unemployment Rates and Trends

Table 2.4.1.a lists the historical unemployment trends and local workforce characteristics for the State and local geographies. As a remarkable finding, the City of Spokane has a higher rate of unemployment than the State, County, and even national averages. The Census 5-year unemployment rates for Spokane hovers around 6.2% compared to 5.7% in Spokane County, 5.1% for the State, and 5.5% nationally.

Based on the U.S. Bureau of Labor Statistics, the City's unemployment rate dropped to 5.1% by March 2023 but remains higher than the County at 5.7% and the State at 5.1%. Of those 16 years or older, 37.9% of Spokane residents are not in the labor force which is slightly higher than the County (38.2%) and Washington State (35.3%). It is also important to note that the COVID-19 pandemic (starting in March/April 2020) resulted in staggering unemployment across the Nation; Spokane was hit particularly hard during this time period with a 17.50% unemployment rate compared to 16% in the State and County, and 14.7% nationally.

For the Focus Area, the 5-year unemployment trends are higher at 6.83% when compared to City, State, and national rates (notably, the Bureau of Labor Statistics does not provide unemployment statistics at the census tract levels). At the same time, 37.05% of the population 16 years of age or older are not within the labor force; this is slightly less than that of the City, County, and State.

For long-range planning and economic development efforts, the resulting strategies should prioritize educational resources, job training skills, and recruiting quality employment in and around the Focus Area (as this will benefit residents in both local and regional geographies). Additionally, there are opportunities to provide community amenities, housing, and commercial services that would be attractive to potential employers and employees; many times, cities and neighborhoods compete with other metropolitan areas for potential employers, thus it is important to create an attractive environment and well-trained workforce.

Table 2.4.1.a. Unemployment Trends					
	Number/Percent of Population by Geographic Area				
Topic	*United States*	*WA State*	*Spokane County*	*Focus Area CTs[4]*	*City of Spokane*
5-year Unemployment Rate (census data)[1]	5.50%	5.10%	5.70%	6.83%	6.20%
1 yr Unemployment Rate[2] (March 2023)	3.50%	4.20%	5.00%	n/a	5.10%
1 yr Unemployment Rate[2] (March 2022)	3.60%	4.20%	5.00%	n/a	5.20%
1 yr Unemployment Rate[2] (January 2023)	3.40%	5.00%	6.10%	n/a	6.20%
1 yr Unemployment Rate[2] (January 2022)	4.00%	4.70%	5.40%	n/a	5.50%
1 yr Unemployment Rate[2,3] (March 2020) COVID-19 onset	6.10%	5.70%	5.90%	n/a	6.10%
1 yr Unemployment Rate[2,3] (April 2020) COVID-19 onset	14.70%	16.00%	16.00%	n/a	17.50%
Population 16 years and over (numbers)	264,087,642	6,120,915	426,291	10,001	182,768
Population 16 years and over (percent of total population)	80.09%	80.35%	80.21%	78.09%	80.98%
Population not in Labor Force (age 16+ years)	36.40%	35.30%	38.20%	37.05%	37.90%

1. Based on US Census / American Community Survey 2021-5-year estimates.

2. Based on U.S. Bureau of Labor Statistics.

3. Unemployment numbers reflecting the onset months of the COVID-19 pandemic.

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates, and the U.S. Bureau of Labor Statistics

Employment Industry

Table 2.4.2.a identifies the employment industries for workers 16 years of age or older while comparing data amongst various geographic areas. Jobs in educational services, and health care and social assistance account for the largest employment industry in the City (27.7%), County (26.9%), and the State (21.5%). Retail trade is the next highest employment industry in the City (11.4%) compared to the County (15%) and the State (11.6%). Employment in the arts, entertainment, and recreation, and accommodation and food services make up 11.3% of the jobs in the City and 17.9% in the County. Professional, scientific, management, administrative, and waste management services jobs account for 11.2% of jobs in the City and 9.9% in the County. The manufacturing industry employs 7% of the City's workforce, which is higher than the County (6%) but generally in line with the State (7.4%)

For the Focus Area, the top employment industries are consistent with those in the City as a whole. At 19.5%, most workers in the Focus Area are employed in educational services, health care, and/or social assistance. Notably, the Focus Area has twice the rate of construction workers (10.55%) when compared to the City. Also, the Focus Area has a higher rate of employees in the manufacturing, wholesale trade, transportation, warehousing, and utility industries when compared to the City. Like the City and County, many Focus Area residents (11.46%) are employed in the arts, entertainment, and accommodations industry. These employment industry trends track with the education attainment statistics for the region; many individuals in the Focus Area has a high school diploma though few have a bachelor's degree or higher. (See subsection 2.2.4 above for those educational findings).

Additional investigation would be necessary to determine whether Focus Area residents are employed primarily within the local vicinity, or if workers are commuting outside the area for their job. Based on the Census 2021 5-year estimates the mean travel time for workers in the Focus Area is roughly 23 minutes, with 78% of those workers commuting via personal vehicle, indicating that most Hillyard residents are likely commuting outside of the neighborhood for work and incur the associated transportation costs. This is an important consideration in retaining a quality workforce in the Hillyard and surrounding neighborhoods.

When planning for the economic development and quality of life enhancements in the Focus Area, it is important to recognize the employment industries where residents make their living. First, there is opportunity to capitalize on current job skills as the City/County/NEPDA implements their industry recruitment activities; many times, industries want to locate where there is a skilled workforce. Second, certain industries want to locate near other complementary enterprises (e.g., the manufacturing, distribution, and warehousing businesses in the Yard). Third, there is opportunity to recruit new employers to the Focus Area (especially the Yard) to reduce the commuting times and associated costs to residents; the savings (both time and money) can be spent in the neighborhoods.

Table 2.4.2.a. Employment Industry								
	Number/Percent of Employed Civilian Population by Geographic Area							
Employment Statistics / Employment Industry	***WA State***	***Spokane County***	**CT 2.01[1]**	***CT 2.02[1]***	**CT 16[2]**	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Civilian employed population 16 years and over	157,510,982	3,701,656	245,504	1,327	552	2,430	5,840	106,041
Agriculture, forestry, fishing and hunting, and mining	2.40%	1.30%	0.00%	0.00%	0.00%	4.20%	1.75%	1.20%
Construction	7.10%	6.80%	5.00%	19.00%	10.50%	11.70%	10.55%	5.20%
Manufacturing	9.40%	7.40%	6.00%	3.80%	10.80%	8.20%	7.97%	7.00%
Wholesale trade	2.60%	3.40%	6.60%	1.10%	7.40%	5.80%	5.96%	2.90%
Retail trade	11.60%	11.40%	15.00%	13.40%	12.30%	8.50%	11.44%	11.40%
Transportation and warehousing, and utilities	5.60%	5.60%	4.40%	15.80%	7.90%	8.10%	7.93%	4.70%
Information	2.20%	1.80%	0.50%	2.20%	0.90%	1.60%	1.22%	1.70%
Finance and insurance, and real estate and rental and leasing	5.30%	7.00%	2.70%	4.70%	12.10%	6.40%	6.89%	7.10%
Professional, scientific, and management, and administrative and waste management services	14.00%	10.10%	9.90%	2.90%	11.00%	7.70%	8.61%	11.20%
Educational services, and health care and social assistance	21.50%	26.90%	22.50%	27.90%	11.50%	21.00%	19.50%	27.70%
Arts, entertainment, and recreation, and accommodation and food services	8.70%	9.40%	17.90%	3.60%	12.00%	9.40%	11.46%	11.30%
Other services, except public administration	4.50%	4.60%	6.90%	5.60%	2.60%	5.50%	5.07%	4.40%

Table 2.4.2.a. Employment Industry								
	Number/Percent of Employed Civilian Population by Geographic Area							
Employment Statistics / Employment Industry	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Public administration	5.00%	4.40%	2.60%	0.00%	1.00%	2.00%	1.69%	4.30%
Mean travel time to work (minutes)	27.70	22.00	27.20	19.70	27.40	17.40		20.50

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Class of Workers (Employer Type)

Table 2.4.3.a highlights the class of workers at the State, County, and local levels. Class of worker describes how an individual is employed; whether through a private employer, government agency, or self-employment. These finding also account for unpaid family workers. The majority of workers in Spokane (79.9%) hold positions with private entities; this is in line with the County (78.9%) and the State of Washington (78.5%). In the City, 14.8% of the working individuals are employed with government agencies compared to 15.5% in the County and 15.6% in the State.

For the Focus Area, 85.68% of the working individuals are employed by a private entity and 10.29% work for a government agency. Notably, 9.20% of the workers in CT 2.02 are self-employed which is near double the rate found in the City average (5.10%).

In planning for economic opportunity and future employment in the Focus Area, it is important to acknowledge that most residents work for a private entity and the southern portions of the legacy Hillyard residential area include a concentration of self-employed individuals. Future economic development strategies should prioritize land, incentives, infrastructure, and other public investments that would entice more private companies to set up in the Focus Area as most residents are experienced to work for those types of enterprises.

Table 2.4.3.a. Class of Worker

	Number/Percent of Employed Civilian Population by Geographic Area							
Employment Statistic / Class of Worker	***WA State***	***Spokane County***	**CT 2.01[1]**	***CT 2.02 [1]***	**CT 16[2]**	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Civilian employed population 16 years and over	157,510,982	3,701,656	245,504	1,327	552	2,430	5,840	106,041
Private wage and salary workers	78.50%	78.90%	90.70%	71.90%	91.50%	82.40%	85.68%	79.90%
Government workers	15.60%	15.50%	8.80%	18.80%	5.00%	12.50%	10.29%	14.80%
Self-employed in own not incorporated business workers	5.70%	5.40%	0.50%	9.20%	3.50%	5.10%	4.02%	5.10%
Unpaid family workers	0.20%	0.30%	0.00%	0.00%	0.00%	0.00%	0.00%	0.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Housing Conditions

Housing Overview and Key Findings

Housing Introduction

The content display in this chapter provides the results of the statistical analyses of several indicators pertaining to housing within the Focus Area. Summarized below, this data reveals the current availability, quality, price, and type of the housing stock within the Focus Area. To frame the Focus Area's state of housing within a larger context, most of the housing data of the Focus Area discussed herein is benchmarked against that of the City, State, and/or County. When used effectively, these results are an important tool for developing recommendations to improve many facets of an area including accessibility, quality-of-life, and walkability.

Key Findings

The Project Team identified the following key findings and considerations as they relate to housing in the Hillyard Focus Area.

Finding #1 – Housing Occupancy: Housing in the State of Washington and the Spokane Region have high occupancy rates suggesting the community has a tight (or competitive) residential market. Notably, the Focus Area has a 96.75% occupancy rate compared to 94.2% in the City and 94.4 in the County; this suggests a tight housing market for both renters and purchasers. There is an immediate need to plan for housing in the Focus Area and the greater Spokane Region to accommodate both current and future populations.

Finding #2 – Tenure: The Spokane Region has a larger share of owner-occupied units than rental options. In the City, 56.90% of the housing units are owner-occupied compared to 63.60% in the County and State. The west side of the Focus Area has a more even split between owner- and renter-occupied housing units, whereas the areas on the east side of US 395 show 75.4% owner-occupied units. There is both a need and opportunity to provide more rental housing in the eastern regions of the Focus Area to allow for more housing options to serve the area's diverse population (and income levels).

Finding #3 – Housing Age: The City of Spokane has a much older housing stock when compared to the State and County. In the City, 69% of all housing was constructed prior to 1980; 78.63% of the Focus Area units also predate 1980. There may be a need to develop incentives and programs to address deferred maintenance and to perform upgrades to the community's older housing stock.

Finding #4 – Housing Types: In general, the housing supply in the Spokane Region mostly comes in the form of single-family detached housing. In the City, 63.6% of the housing is single-family and 13.3% being large apartment buildings (20+ units in a structure). There is a low supply of "missing middle" housing types such as small apartments, townhouses, and duplexes. Single-family

detached dwellings comprise 76.09% of the housing units in the Focus Area, the rates are higher in the areas east of US 395. There is a need to provide additional housing options in the community to serve the diverse household make-up, income levels, and individual preferences. Small residential buildings could be a vital redevelopment option for the small sites that proliferate the Focus Area.

Finding #5 – Housing Affordability: Based on the Census data, Spokane's median home value is $236,300 which is below the County's ($273,200) and the State's ($397,600). The Focus Area has median home values between $135,200 to $175,800. Spokane's median monthly rental rate is $956 which is lower than the County ($1,007) and the State ($1,439). For those households that rent their residence, 50.3% of those living in the City pay over 30% of their monthly income towards housing. For the western half of the Focus Area, households are similarly cost burdened. These estimates are based on the 2021 Census 5-year estimates and may not fully reflect the region's housing affordability crisis (as inflation and supply chain challenges remain a concern). Notably, the City's median annual household income is $56,977 whereas, household incomes in CTs 2.01 and 2.02 are $39,756 and $37,330, respectively. Pursuant to the City's Housing Action Plan, these households can afford cottage/small-lot single family homes, duplexes, townhouses, and apartments – large-lot houses may be financially unobtainable to most households.

Housing Supply and Characteristics

Housing Units, Occupancy Rates, and Tenure

Table 3.2.1.a summarizes the current housing conditions in terms of supply, occupancy status, and structure age. There are ~99,933 housing units within the City of Spokane, with approximately 94.20% of those units being occupied, which closely matches the occupancy rate of the County (94.40%) but is generally higher than occupancy rates in the State (92.50%). These housing statistics so that Spokane has a 5.80% housing vacancy rate compared to 5.60% in the County and 7.50% in the State – this suggests a potential housing shortage in Spokane region and may lead to rising housing costs and challenge the community's ability to recruit/maintain a workforce to fill local jobs.

In the City, there is a more even split between owner-occupied and rental units (56.90% owner-occupied versus 43.10% renter-occupied), whereas the County units are 63.60% owner-occupied and 36.40% renter-occupied. This data suggests that households that choose/need to rent their residence, may be more likely to find housing within the Spokane city limits versus the unincorporated Spokane County (and its outlying municipalities) due to supply and availability.

Finally, Spokane has an older housing stock when compared to the State and local region. Nearly 70% of the existing housing units were built prior to 1980 compared to 55.20% in the County and 46.10% in the State. Due to their age, Spokane's housing units have a higher probability of containing hazardous building materials (i.e., asbestos and/or lead-based paint, which were later outlawed around 1980). Furthermore, older units have a higher probability of needed repairs (costs and liabilities that are passed on to purchasers or reflected on rental rates).

For the Focus Area, 96.75% of the current housing supply is occupied; this represents a 3.25% vacancy rate and suggests a very tight housing market. The Focus Area has a 58.14% home

ownership rate which is higher than the City's (56.9%) but lower than the County's (63.6%). CTs 2.01 and 2.02 (North and Central Hillyard) share fairly consistent numbers with the City with regard to owner/renter shares, but their housing stock is overwhelmingly dated with more than 85% of units having been built prior to 1980. As a notable observation, CT 16 (encompassing the south end of the Hillyard Business District) sees a reversal of Spokane's owner/renter split, with 53.80% of units being renter-occupied and 46.20% are owner-occupied. Also unique to the Focus Area, most of the housing units (75%) in CT 144 (the area east of US 395) are owner-occupied.

In planning for the Focus Area, the low housing vacancy rate suggests there is a high demand for additional housing; the planning strategies should prioritize new housing projects in and around the Focus Area boundaries. Furthermore, the current housing stock is old; this suggests that a portion of the existing housing may need improvements (or, in some situations, replaced with new residential projects). Additionally, the Focus Area has both homeowners and renters; the resulting housing strategies must recognize and accommodate a variety of living arrangements (e.g., build both for-sale and rental housing).

Table 3.2.1.a. Housing Units and Tenure

	Number/Percent of Housing Units by Geographic Area							
Housing Characteristic	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
Occupied units	92.50%	94.40%	98.50%	91.50%	97.40%	97.00%	96.75%	94.20%
Owner occupied	63.60%	63.60%	51.50%	50.80%	46.20%	75.40%	58.14%	56.90%
Renter occupied	36.40%	36.40%	48.50%	49.20%	53.80%	24.60%	41.86%	43.10%
Vacant Units	7.50%	5.60%	1.50%	8.50%	2.60%	3.00%	3.25%	5.80%
Housing Age								
Housing Units Built Prior to 1980	46.10%	55.20%	85.10%	86.50%	73.10%	75.10%	78.63%	69.00%
Housing Units Built 1980 or newer	54.00%	45.00%	14.80%	13.50%	27.10%	24.70%	21.33%	31.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Housing Types

Table 3.2.2.a summarizes the current housing types at the State and local levels. Nearly 64% of Spokane's residential units are single-family detached houses which is consistent with both the County (65%) and the State (63%). At 13.3%, units within multifamily building (20+ units therein) represent the second largest housing type in the City, which is higher than both the County (10.3%) and the State (11.7%). Spokane also has a variety of small to mid-size multi-family buildings at percentages (or total housing units) that exceed those found in both the County and State. These smaller residential buildings typically include duplexes, townhouses, and small apartment buildings which are generally described as the "missing middle" since many American cities have a housing stock that is mostly single-family houses or large apartment complexes but a low supply of other housing types. Despite having a more diversified housing stock than the County and State, Spokane still has a somewhat limited range of housing options for its residents which could exacerbate the local housing challenges if additional housing types (and at affordable levels) are not introduced to the community.

For the Focus Area, 76.09% of the current housing units are single-family detached houses which exceeds City and County percentages. However, the Focus Area has a higher percentage of attached single-family units (3.29%) and 3-4 unit housing buildings (4.4%) when compared to the City. Most of the small-scale multi-unit structures are located near the Hillyard Business District (which is consistent with legacy mixed-use areas). The Focus Area has a smaller percentage of large-scale apartment buildings (6.63%) when compared to the City and County. Notably, there is limited housing diversity in CT 144 (the areas east of US 395); this geographic area contains 92.5% of its housing stock as single-family houses.

As the community plans for additional housing in the Focus Area, there is opportunity to attract a diverse array of housing projects with an emphasis on multi-unit buildings at varying scales to accommodate individual living preferences and income levels. This would occur as infill development on vacant or underutilized lots or as redevelopment projects that replace antiquated/abandoned buildings. There is also opportunity to introduce multi-family and attached dwellings to the east side of US 395 (where little exist today).

Table 3.2.2.a. Housing Types								
	Number/Percent of Housing Units by Geographic Area							
Housing Characteristic	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
1 unit, detached	63.00%	65.30%	68.60%	75.60%	62.60%	92.50%	76.09%	63.60%
1 unit, attached	4.10%	3.40%	8.70%	2.80%	1.60%	0.80%	3.29%	2.80%
2 units	2.30%	2.40%	2.30%	1.50%	1.30%	0.00%	1.14%	3.10%
3-4 units	3.60%	3.00%	3.50%	6.00%	10.00%	0.00%	4.40%	4.10%
5-9 units	4.40%	4.20%	2.70%	6.60%	5.00%	0.00%	2.92%	5.30%
10 to 19 units	4.80%	5.80%	0.70%	1.30%	9.40%	0.00%	2.89%	6.20%
20+ units	11.70%	10.30%	12.00%	6.20%	10.20%	0.00%	6.63%	13.30%
Mobile home	5.90%	5.30%	1.50%	0.00%	0.00%	6.70%	2.67%	1.60%
Boat, RV, van, etc.	0.20%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Unit Size

Table 3.2.3.a summarizes the unit sizes by number of bedrooms; this allows the community to assess whether it can accommodate the unique household characteristics of the local population (e.g., small units are needed to accommodate small households and large units for families/multigenerational households). In the City, 58.2% of the current housing units are either 2- or 3-bedrooms (29.90% 28.30%, respectively). This generally accommodates the City's average household size of 2.32 individuals and average family size of 3 individuals (see Section 2.3.1). By contrast, the City's housing stock is 18.5% studio and 1-bedroom units when compared to that of the County at 14%; these units are most conducive for single individuals or couples without children. It's also important to note that 23.3% of total housing units in the City have 4 or more bedrooms which is lower than in the County (29.2%) but slightly higher than in the State (23%). In summary, there is a higher supply of small units in the City and a greater supply of large units in the County.

For the Focus Area, most of the current housing supply comes in the form of 2- and 3-bedroom units. Notably, 35.7% of the units are 2-bedroom and 34.44% are 3-bedroom (or 70.14% combined). Conversely, the Focus Area has a smaller percentage of large units (4+ bedrooms) at 18.7% when compared to the City at 23.3%. It's also important to note that the Focus Area's housing stock contains a smaller share of studio and 1-bedroom units (11.14%) than the that of the

City (18.5%). Most of the small units are concentrated in the area west of US 395 which is consistent with legacy neighborhoods with mixed-use business districts.

As the community plans for future housing, there are opportunities to attract a wider variety of unit sizes to accommodate the various households in the larger Spokane community. The Focus Area needs more small units to accommodate singles, couples without children, and the senior population; small units are specifically lacking on the east side of the Focus Area. At the same time, the Focus Area has larger average household and family sizes when compared to the City and State, thus, it will be vital to provide larger units to accommodate households with multiple occupants. Large units also provide opportunities for roommate situations where multiple individuals can share housing costs and reduce the housing cost burden.

Table 3.2.3.a. Unit Size (Bedrooms)

	Number OR Percent of Total by Geographic Area							
Housing Characteristic	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
No bedroom	4.00%	2.80%	0.40%	2.10%	0.60%	0.00%	0.55%	3.60%
1 bedroom	11.60%	11.20%	14.90%	18.20%	13.10%	2.40%	10.59%	14.90%
2 bedrooms	24.30%	25.10%	34.40%	39.50%	38.30%	33.10%	35.70%	29.90%
3 bedrooms	37.10%	31.60%	37.40%	27.70%	33.30%	35.80%	34.44%	28.30%
4 bedrooms	18.00%	20.70%	8.90%	12.50%	14.40%	21.40%	15.14%	16.80%
5 or more bedrooms	5.00%	8.50%	3.90%	0.00%	0.30%	7.30%	3.57%	6.50%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2. | 2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area). | 3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area). | 4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Housing Cost and Affordability

This subsection summarizes the current housing costs for the Focus Area with comparison to the City of Spokane, Spokane County, and the State of Washington with further breakdowns based on owner-occupied units and rental units. This information can be used to assess the monthly housing costs burdens for specific segments of the population and guide housing-related strategies for the Hillyard Subarea Plan.

Owner-occupied Housing

Table 3.2.4.a summarizes the home values and monthly mortgage payments for the owner-occupied units (e.g., costs to homeowners) in the State and local geographies. Spokane has a $236,300 median home value which is less than the County ($273,200) and the State ($397,600). Looking closer, 29.7% of City homes are valued between $200,000 and $299,000. Most

homeowners with a mortgage in the City (39.3%)pay between $1,000 to $1,499 in monthly loan payments; most owners in the County pay the same amount. This report acknowledges that these figures are based on the 2021 Census data and may not reflect the most current housing costs (as prices have escalated since 2020 in association with the COVID-19 pandemic due to supply chain and inventory constraints).

For the Focus Area, the median home values range between $136,200 and $175,800 with the lower valued homes located in CT 16. Consistent with the City and County, most homeowners with a mortgage (30.64%) pay between $1,000 to $1,499 in monthly payments; though 53.7% of owners in CT 2.01 pay between $500 to $999 in monthly payments.

As the community plans for future housing, it's important to acknowledge that new residential construction will be costly and the resulting mortgage payments will far exceed what current residents payout each month; this may be a disincentive for existing owners (especially seniors) to trade in their older homes for new units (which would otherwise free up larger units for families and large households).

Table 3.2.4.a. Housing Value/Cost, Owner-occupied units

	Number OR Percent of Total by Geographic Area							
Housing Cost Category	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Median Home value	$397,600	$273,200	$160,500	$173,100	$136,200	$175,800		$236,300
Owner-occupied Unit Value (percent of total)								
Less than $50,000	3.30%	3.20%	2.20%	3.90%	0.00%	6.10%	3.65%	2.50%
$50k to $99,999	2.40%	3.50%	22.10%	6.90%	17.70%	7.00%	12.75%	4.60%
$100k to $149,999	3.50%	7.90%	16.30%	31.90%	43.50%	16.60%	24.04%	12.80%
$150k to $199,999	5.70%	13.40%	35.90%	16.90%	19.90%	36.60%	30.64%	18.60%
$200k to $299,999	16.50%	29.90%	16.70%	33.40%	16.10%	27.70%	23.32%	29.70%
$300k to $499,999	33.70%	29.90%	4.30%	0.00%	2.80%	3.70%	3.23%	23.00%
$500k to $999,999	27.60%	11.00%	2.10%	3.30%	0.00%	2.30%	1.87%	8.00%
$1MIL or more	7.40%	1.20%	0.40%	3.60%	0.00%	0.00%	0.49%	0.80%
Housing units without a mortgage	32.10%	33.70%	40.80%	41.00%	35.10%	31.10%	35.28%	31.30%
Housing units with a mortgage	67.90%	66.30%	59.20%	59.00%	64.90%	68.90%	64.72%	68.70%
Monthly Mortgage Rates (percent of total rental units)								
Less than $500	0.60%	0.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.50%
$500 to $999	5.90%	12.30%	53.70%	41.30%	36.60%	20.90%	33.23%	16.30%
$1,000 to $1,499	17.20%	33.60%	36.90%	44.40%	56.00%	61.30%	53.33%	39.30%
$1,500 to $1,999	23.90%	28.00%	8.70%	8.70%	3.60%	14.60%	10.39%	24.90%

Table 3.2.4.a. Housing Value/Cost, Owner-occupied units

	Number OR Percent of Total by Geographic Area							
Housing Cost Category	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
$2,000 to $2,499	19.30%	13.30%	0.00%	5.60%	3.80%	1.90%	2.29%	10.30%
$2,500 to $2,999	12.90%	6.80%	0.70%	0.00%	0.00%	0.00%	0.15%	5.10%
$3,000 or more	20.30%	5.60%	0.00%	0.00%	0.00%	1.30%	0.61%	3.50%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2. | 2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area). | 3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area). | 4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Renter-occupied Housing

Table 3.2.4.b summarizes the median rental rates and monthly rental payments for the renter-occupied units (e.g., costs to households who rent their residences) in the State and local geographies. Spokane has a $956 median monthly rental rate which is less than the County ($1,007) and the State ($1,439). Coincidentally, 44.5% of City renters pay between $500 to $999 in monthly rents (which is less than the typical monthly mortgage payments in the City). Notably, 50.3% of households paying rent in the City are considered cost burdened, meaning 30% or more of their total household income goes to housing. This is generally in line with the County (50.0%) and the State (48.2%). These rental payment statistics include all housing types ranging from single-family detached houses to apartment units.

For the Focus Area, the median monthly rental rate is $919; but specific medians range significantly amongst the CT's comprising the Focus Area. Notably, the median monthly rents in CT 16 is $816 but CT 144's median rent is $1,125 (this could represent the differences in housing types and unit sizes as discussed in subsections 3.2.2 and 3.2.3). As a whole, 47.63% of the Focus Area households are considered cost burdened; but looking closer 56.5% of the households in CT 2.02 pay over 30% of their income to rent.

As the community plans for future rental housing options, it's important to acknowledge that new construction will be costly and result in much higher rental rates than those existing today. At the same time, those projects may influence the rental rates of existing housing units. Since many households are presently cost burdened, housing increases will further exacerbate the region's housing affordability challenges and may lead to displacement. Potential strategies include retaining much of the housing stock, providing incentives (and financial support) to rehab existing residences, and constructing a wider variety of housing types in the Focus Area (e.g., single-family detached houses are the prevalent housing type in the community).

Table 3.2.4.b. Gross Rent, Renter-occupied units								
	Number OR Percent of Total by Geographic Area							
Housing Cost Category	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02 [1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Median Monthly Rental Rate	$1,439	$1,007	$922	$814	$816	$1,125	$919	$956
Monthly Rental Rates (rental rates by percent of total renters)								
Less than $500	5.70%	8.10%	22.70%	20.00%	26.80%	0.00%	19.91%	10.10%
$500 to $999	18.50%	41.30%	36.10%	60.60%	32.90%	42.20%	39.67%	44.50%
$1,000 to $1,499	29.40%	35.30%	31.70%	19.40%	38.90%	44.40%	34.64%	32.70%
$1,500 to $1,999	24.70%	10.80%	9.50%	0.00%	1.50%	13.40%	5.81%	9.50%
$2,000 to $2,499	12.50%	2.30%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%
$2,500 to $2,999	5.00%	1.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.70%
$3,000 or more	4.30%	1.10%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%
Cost Burdened Households (gross rent ≥ 30% of household income)	48.2%	50.0%	49.0%	56.5%	50.0%	32.2%	47.63%	50.3%
Gross Rent as a Percentage of Household Income								
Less than 15.0%	12.20%	13.20%	10.40%	3.90%	13.30%	27.10%	16.85%	13.70%
15.0 to 19.9%	13.40%	11.50%	12.10%	0.00%	16.20%	5.40%	10.63%	10.40%
20.0 to 24.9%	13.80%	12.30%	6.30%	24.80%	7.70%	35.30%	14.56%	12.20%
25.0 to 29.9%	12.50%	12.90%	22.30%	14.80%	12.80%	0.00%	13.89%	13.30%
30.0 to 34.9%	9.90%	9.90%	17.00%	14.20%	7.50%	20.80%	13.75%	10.10%
35.0% or more	38.30%	40.10%	32.00%	42.30%	42.50%	11.40%	33.87%	40.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2. | 2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area). | 3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area). | 4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Appendix D

Property Inventory

Appendix D:
The Property Inventory

The Inventory Purpose

As part of the Hillyard Subarea planning process, the Project Team developed an Opportunity Sites inventory to assess property conditions in the Focus Area and identify sites suitable for infill and redevelopment. These sites—typically vacant or underutilized—could support future employment, housing, commercial, or recreational projects.

The inventory prioritizes near- and long-term redevelopment opportunities, analyzing parcels for current conditions, brownfield status, and redevelopment potential. It serves as a tool for the City, NEPDA, property owners, and stakeholders to strategize around removing barriers to reuse.

Infrastructure limitations—such as unpaved roads, inadequate utilities, and drainage—pose challenges. Many sites may also be brownfields due to past industrial use, aging structures, or poor maintenance, potentially requiring environmental assessments and cleanup.

This inventory also supports outreach to stakeholders and property owners, helping align redevelopment efforts with community goals and ensuring focus on the most viable sites.

Inventory Objectives – The inventory task of the Hillyard/Northeast Spokane Subarea Plan project has three main objectives:

- Identify Existing Property Conditions: Identify the existing property conditions in the Focus Area (e.g., size, utilization, vacancy status, current/past land use, presence on a state/federal environmental database, building age, and readily available from Spokane County).
- Identify Possible Brownfields: Identify which properties are brownfields based on the environmental, historical land use(s), and property condition findings.
- Prioritize Redevelopment of Opportunity Sites: Apply scoring criteria to rate and determine which opportunity sites the City/NEPDA/community should prioritize their redevelopment efforts and public resources.

The Inventory Summary

The Project Team completed an inventory and analysis for all 2,790 parcels/tax lots within the Focus Area. The inventory utilized eleven (11) criteria to filter properties into a list of high priority sites that could be a focus for environmental site assessments and redevelopment planning. The inventory process resulted in the following key findings:

- **Brownfield Sites** – The inventory identified 340 parcels/tax lots that are "likely" or "potential" brownfield sites based on their current/historical land use, presence on a state/federal environmental database, building ages, and/or blighted conditions. Collectively, these sites possess characteristics that necessitate ESA studies or RBM surveys to further determine the specific property/building conditions and potential cleanup activities.
- **Undeveloped Properties** – The inventory identified 804 undeveloped properties (meaning they do not contain a permanent primary structure or substantial site improvement). These sites would be most conducive for urban infill projects and/or community amenities (e.g., parks and civic uses). The City of Spokane/NEPDA can explore ways to entice investment to these sites, provide incentive programs, and create a supportive regulatory framework.
- **Underutilized Properties** – The inventory identified 534 underutilized properties (meaning the land is more valuable than the structures they possess). These properties are not being utilized to their full economic potential and could support additional development and infill projects on vacant areas of the site. The City of Spokane/NEPDA can explore ways to motivate property owners to capitalize on their property's redevelopment potential and define a supportive regulatory framework that would support additional development on those sites.

Section 3.4 lists more detail on the inventory findings (including associated maps and tables). The following section identifies the methodology, data sources, and scoring criteria that Stantec applied to the inventory process. The chapters include associated maps and a list of high-ranking sites that could be the focus of the community's revitalization efforts.

The Catalyst Sites

After examining the property data, applying scoring criteria, and identifying undeveloped/underutilized property, the brownfield inventory resulted in 22 "Opportunity Sites" which can be prioritized for brownfield cleanup grants. Throughout the planning process, the team identified a broader set of 53 "catalyst sites," (which also include opportunity sites) that are most conducive for reuse, (re)development, and/or additional property investment. The recommended "catalyst sites" are displayed in Figure 1 and Table 1.

For the Hillyard Subarea Plan, these properties were prioritized for near-term redevelopment (within 10 years) based on their location, underutilization, and site conditions. Through thoughtful redevelopment (and cleanup), these catalyst sites could be put to productive use with new community-serving projects. It is important to note that each catalyst site has unique reuse/(re)development potential; some are vacant and would support new projects while others may be appropriate for site enhancements, infill development (on undeveloped portions of the lot/parcel), and/or adaptive reuse activities. Notably, some of the catalyst sites are public open space parcels, drainage facilities, and/or active business (that still offer some infill/redevelopment potential). These sites are identified on the project's Urban Framework Plan as presented in Appendix F.

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.1	36284.0633 36284.0634 36284.0901 36284.0902 36284.0903 36284.0632 36284.0604 36284.0606	2.05	- Low-medium density residential
C.2	36284.0628	0.54	- Mixed use commercial, employment, and/or housing (on upper floors)
C.3	36331.0506 36331.0525	0.45	- Mixed-use commercial, employment, and/or housing (on upper floors) - Public parking enhancements
C.4	36331.0235 36331.0234	0.92	- Mixed-use with commercial, employment and/or housing (on upper floors) - Enhance site with new buildings, outdoor gathering areas, and landscaping
C.5	36342.0219	0.62	- Residential
C.6	36342.0309 36342.0304 36342.0308 36342.0307 36342.0306	1.47	- Medium- high density residential
C.7	36342.0401 36342.0402	0.85	- Mixed-use with commercial, employment, and/or housing (on upper floors)
C.8	36342.1310 36342.1311 36342.1312	0.86	- Medium-high density residential
C.9	36342.1917 36342.1916 36342.1907	1.3	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Nebraska Avenue and Market Street
C.10	36342.2003 36342.2004	1.54	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Market Street - Pedestrian trail connections
C.11	36343.0307	0.5	- Mixed use with commercial, employment, and/or housing (on upper floors

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
			- Commercial services along Market Street
C.12	36343.0206 36343.0202 36343.0203 36343.0205	1.1	- Mixed use with commercial, employment, and/or housing (on upper floors) - Live/work units - Alley access
C.13	36343.0609 36343.0610 36343.0611	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.14	36343.0708 36343.0704	0.62	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.15	36343.1001 36343.1010 36343.1011 36343.1009 36343.1006 36343.1007	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.16	36343.1408 36343.1409	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.17a	36343.1513	0.67	- Mixed use with commercial, employment, and/or housing (on upper floors) - Pedestrian trail connections
C.17b	36343.1515 36343.1514 36343.1511 36343.1512	0.65	- Park/open space enhancements - Pedestrian trail connections
C.18	36343.1803 36343.1801 36343.1802 36343.1811	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.19	36343.2314 36343.2315	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.20	36343.2214	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.21	36343.2707 36343.2706 36343.2705	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.22	36343.2605 36343.2606	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.23	36343.2913 36343.2918	0.55	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.24	36343.3007	0.52	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.25	35032.2303	1.62	- Medium-high density residential
C.26	N/A	6.35	- Park/open space enhancements?
C.27	35032.2001 35032.1901 35032.1406 35032.1405 35032.1501 35032.1601 35032.1702 35032.1006 35032.1005 35032.0901 35032.0801 35032.0701 35032.0304 35032.0303 35032.0402 35032.0501 35032.0403	31.85	- Light manufacturing, maker spaces, or commercial
C.28	36343.0005 36342.0112 36342.0004	25.30	- Light manufacturing, maker spaces, or commercial
C.29	36341.1602 36341.1607	0.74	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.30	36341.1505 36341.1503 36341.1504	1.23	- Light manufacturing, maker spaces, or commercial -
C.31	36341.0909 36341.0908 36341.0810	3.21	- Light manufacturing, maker spaces, or commercial -
C.32	36341.0402 36341.0401 36341.0408	0.88	- Light manufacturing, maker spaces, or commercial
C.33	36341.0108	2.91	- Light manufacturing, maker spaces, or commercial
C.34	36341.3305 36341.3304	2.77	- Light manufacturing, maker spaces, or commercial
C.35	36341.3408 36341.3404 36341.3403 36341.3401 36341.3402	9.29	- Light manufacturing, maker spaces, or commercial
C.36	36341.1209 36341.1207	1.02	- Light manufacturing, maker spaces, or commercial
C.37	36341.3208 36341.3203 36341.3204 36341.3211 36341.3212 36341.3213	5.83	- Light manufacturing, maker spaces, or commercial - Mixed use with commercial, employment, and/or housing (on upper floors)
C.38	36341.3110 36341.3111 36341.3112 36341.3101 36341.3109 36341.3105	8.62	- Light manufacturing, maker spaces, or commercial - Mixed use with commercial, employment, and/or housing (on upper floors) -
C.39	36341.3013 36341.3009 36341.3008	6.89	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	36341.3007 36341.3006 36341.3016 36341.3017 36341.3002 36341.3005		- Mixed use light manufacturing, flex space, and or employment -
C.40	36341.2504 36341.2503 36341.2502 36341.2501 36341.2515 36341.2516 36341.2522 36341.2523	2.04	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.41	36344.0709	1.02	- Light manufacturing, maker spaces, or commercial -
C.42	36344.0506	0.62	- Light manufacturing, maker spaces, or commercial -
C.43	36344.0907 36344.0904	1.09	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.44	36344.1002 36344.1007	1.24	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.45	36344.0212 36344.0214 36344.0215 36344.0204 36344.0208 36344.0210 36344.0209 36344.0206	17.23	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.46	36344.1103 36344.1102 36344.1101	1.26	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.47	36344.1520 36344.1513 36344.1514 36344.1515	2	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.48	36344.1845 36344.1848 36344.1833	0.76	- Mixed use light manufacturing, flex space, and or employment
C.49	35031.0924	1.03	- Mixed use light manufacturing, flex space, and or employment
C.50	36344.2002 36344.2003 36344.2011 36344.2012 36344.2008 36344.2014	6.15	- Mixed use light manufacturing, flex space, and or employment
C.51	36344.2101 36344.2104 36344.2108 36344.2110 36344.2109	14.08	- Mixed use light manufacturing, flex space, and or employment
C.52	35031.6101	1.15	- Low-medium density residential (townhouses)
C.53	35031.0108 35031.0109 35031.0110 35031.0104 35031.0105 35031.0106	3.26	- Mixed use commercial, employment, and/or housing (on the upper floors) - Multi-family housing - Townhouses

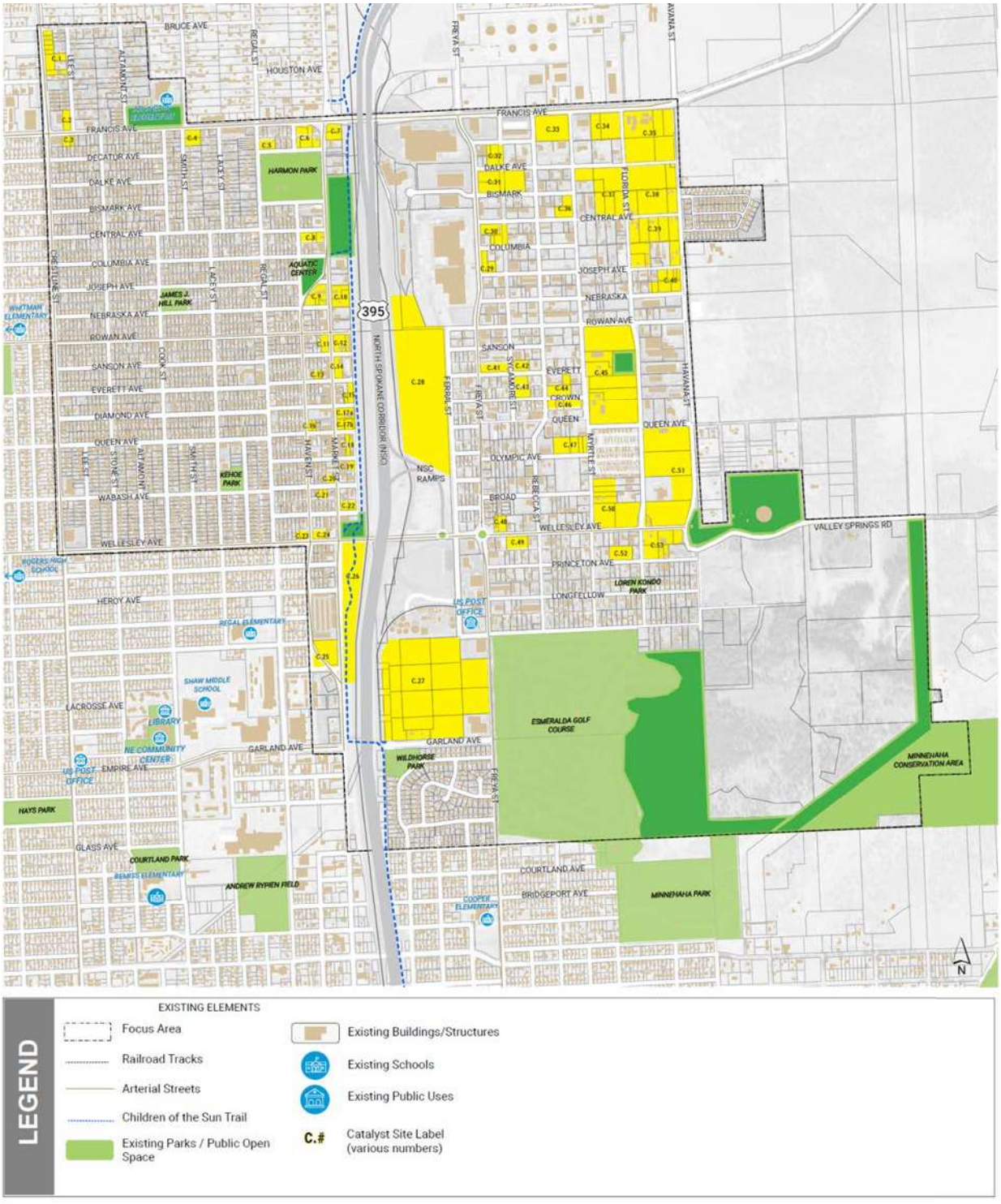

Figure 1 – Hillyard Subarea Plan Catalyst Sites Map

The Methodology and Data Sources

This section outlines the methodology, data sources, and scoring criteria that were applied to the property inventory process

Inventory Data Sources

The Project Team created the inventory using geographic information system (GIS) and tax lot data obtained from the City and Spokane County. Environmental database records and historical documents were ordered from a third-party vendor to ascertain potential environmental impacts from past land uses to each tax lot. The Project Team then conducted "field observations" to supplement the property data; although these observations will be focused on legacy commercial/industrial properties (this will not include single-family houses, duplexes, open spaces, and natural land). The Project Team used these data sources (and findings) to generate an inventory matrix and associated maps to display the property conditions for the Focus Area. The inventory included the following data sources:

Table 2 Inventory Data Sources

Inventory Data Source	*Components*
Data Source A: Tax Lot Information Database Stantec will create a tax lot information database that includes property characteristics from readily available public data sources. This information will be imported into a spreadsheet and base map. Each parcel will be assigned an inventory identification number.	▪ Existing Land Use ▪ Address / property identification number ▪ Owner / business name ▪ Zoning ▪ Size ▪ Structures (and age, if available from the City or Spokane County) ▪ Land and structure values ▪ Improvement to Land Value Ratio (ILVR)[1]
Data Source B: Environmental Databases Stantec will review public environmental database listings to identify tax lots with potential environmental impacts caused by past property use or have associated documentation at the state/federal level. Stantec will also review Sanborn® Fire Insurance maps (already acquired) to identify past land uses associated with parcels not previously captured that are in the AWP focus area.	▪ Washington State Department of Ecology Environmental Databases ▪ Federal EPA Environmental Databases (FRS) ▪ Sanborn® Fire Insurance Maps
Data Source C: Field Observations Stantec will conduct a more in-depth analysis for the tax lots in the focus area to verify the information collected in Data Sources A and B by conducting field observations (visiting the focus area and surveying the property condition(s)) to confirm current land use/occupancy and site conditions. Stantec may incorporate supplemental data sources like aerial/Streetview photography and staff interviews.	▪ Existing Land Use ▪ Occupancy (e.g., vacant, developed, occupied) ▪ Obvious Environmental Conditions (e.g., containers/drums, above ground storage tanks, pavement/soil staining, etc.). ▪ Building/property conditions that suggest deferred maintenance and/or needs for investment (e.g., peeling paint, poor roof, exterior damage/wear).
Notes:	

1 - ILVR is determined/calculated by dividing the assessed value for improvements (e.g., buildings and structures) by the assessed value of the land. Properties with high land values when compared to structure values indicate the property is *underutilized* and could support future development. An ILVR of 0 typically means a tax lot is vacant, and a value <1 indicates that the land is more valuable than the improvements, and therefore is underutilized in terms of development potential).

The Scoring Criteria

The Project Team used the property data to apply a scoring system to identify which opportunity sites the City, NEPDA, and their community partners may choose to prioritize for site assessments, cleanup, reuse, and/or redevelopment. the team ranked all the properties by applying scoring criteria to each lot. The scoring criteria considers site characteristics including property size, ILVR, presence of an environmental database record or historical land use of concern (i.e., retail gas station, automotive repair, dry cleaner), building age (if available from the City / Spokane County), and abandonment. Table 3 lists the criteria, associated score/points (if the conditions are present), and the reasoning for the criterion rating (as it relates to revitalization).

Table 3 Scoring Criteria Matrix

Criterion	*Points*	*Description*	*Reasoning*
A: Site Size ***Method:*** *GIS Analysis*	2.0	3-acres or larger	The criterion assigns scores based on lot size. Sizes one acre or greater have high potential to accommodate significant redevelopment projects, whereas sizes less than 0.25 acres may only accommodate modest redevelopment activity. Notably, 3-acres sites may be highly valuable for industrial development.
	1.0	1.0 acre to 2.99-acres	
	0.5	0.25 acres or greater AND less than 1.0 acre	
	0	Less than 0.25 acres	
B: Underutilization / Improvement to Land Value Ratio (ILVR) ***Method:*** *GIS Analysis*	1.0	ILVR < 0.5	The criterion assigns scores based on the properties' ILVR. A lot having an ILVR less than 0.5 means the property is more valuable than its buildings and suggests the property is underutilized with the potential to support additional development. An ILVR greater than 1.0 suggests the property is well-utilized and therefore a lower priority for redevelopment in the near-term.
	0.5	ILVR > 0.5 **AND** ≤ 1.0	
	0	ILVR >1.0	

C: Environmental Data Base ***Method:*** *GIS Analysis / State & Federal Databases / Sanborn Fire Insurance Maps*	2	Site is on an environmental database listing with a confirmed release	This criterion assigns scores based on whether the lot is on a state or federal environmental database. Lots with these conditions should be prioritized for redevelopment to address the potential environmental liabilities through site cleanup and/or abatement. Additionally, this criterion will consider past/historical land use on properties using Sanborn® Insurance Maps; properties with past industrial or intense commercial operations may be considered brownfields.
	1	Site is on an environmental database listing **AND/OR** identified as a potentially contaminating use based on historical records (e.g., Sanborn® maps)	
	0	Site is NOT on an environmental database listing (no records)	
D. Building Age (pre-1980) ***Method:*** *GIS Analysis ***(only if available via City of Spokane or Spokane County)*	1	Building was constructed prior to 1980	This criterion assigns a score to identify buildings that were constructed prior to 1980 – buildings constructed before this time have a higher potential for containing asbestos and other hazardous building materials.
	0	Building was constructed in 1980 or newer	
E: Vacant / Undeveloped Property ***Method:*** *GIS Analysis / Field Observations*	2	Site does not have a building/structure – the property is undeveloped	This criterion assigns a score to identify lots which are currently undeveloped and do not have a building. There is opportunity to target these properties for redevelopment. An ESA may be needed to proceed with development activities.
	0	Site has a building	
F: Vacant Building/Structure (no active tenant) ***Method:*** *Field Observations*	2	Site does not have a current occupant AND/OR has a vacant building (identified through field observations) that could be adaptively reused	This criterion assigns a score to identify lots that do not have an occupant/tenant AND/OR have a vacant building. Vacant buildings could be actively reused for new uses. Older buildings may suggest the need for studies (ESAs) to ensure the building can be safely reoccupied and/or improved.
	1	Partially occupied	
	0	Site has an active tenant	

G: Poor Property Conditions ***Method:*** *Field Observations*	1	Site or building has debris, broken windows, and/or deteriorating exterior/ roof.	This criterion assigns a score to identify buildings/sites that have various signs of deterioration, wear, and/or deferred maintenance. Sites that are in poor condition should be prioritized for revitalization/ redevelopment.
	0.5	Site or building shows signs of minor deferred maintenance (e.g., peeling paint, overgrown vegetation)	
	0	Site or buildings are in good condition	
H: Designated Opportunity Zones ***Method:*** *GIS Analysis*	1	Site is within a designated Opportunity Zone	This criterion assigns a score to identify sites within a designated Opportunity Zone (OZ); this designation includes tax incentives for private entities to redevelop or reinvest in properties.
	0	Site is not within a designated Opportunity Zone	

The Inventory Findings

The Project Team completed the inventory activities described in the preceding sections. The inventory identifies several brownfields and properties (or "opportunity sites") that could be targeted for near- and long-term revitalization projects.

Parcel Scoring Results

Table 4 lists the scoring criteria and the number of parcels/tax lots that possess the associated site/property characteristics (Note: some parcels meet multiple criteria). The inventory results identified property conditions relating to three important categories as it relates to revitalization: (1) Potential Brownfields, (2) Undeveloped Properties, and (3) Underutilized Properties. These represent opportunity sites that the community could prioritize for near- and long-term redevelopments that would bring much needed community-serving uses.

Table 4 Inventory Scoring Criteria and Number of Associated Parcels

Criterion	*Total Number of parcel/tax lots receiving a score for this criterion*	*Points*	*Number of Parcels/Tax Lots Receiving Points*	*Description*
A: Site Size	1,011	2.0	43	3-acres or larger
		1.0	589	1.0 acre to 2.99-acres
		0.5	379	0.25 acres or greater AND less than 1.0 acre
		0	1,779	Less than 0.25 acres
B: Underutilization / Improvement to Land Value Ratio (ILVR)	534	1.0	461	ILVR < 0.5
		0.5	73	ILVR > 0.5 **AND** ≤ 1.0
		0	2,256	ILVR >1.0

C: Environmental Data Base	317	2	208	Site is on an environmental database listing with a confirmed release
		1	109	Site is on an environmental database listing **AND/OR** identified as a potentially contaminating use based on historical records (e.g., Sanborn® maps)
		0	2,473	Site is NOT on an environmental database listing (no records)
D. Building Age (pre- 1980)	1,858	1	1,858	Building was constructed prior to 1980
		0	932	Building was constructed in 1980 or newer
E: Vacant / Undeveloped Property	402	2	402	Site does not have a building/structure – the property is undeveloped
		0	2,388	Site has a building
F: Vacant Building/Structure (no active tenant)	27	2	11	Site does not have a current occupant AND/OR has a vacant building
		1	16	Partially occupied
		0	2,763	Site has an active tenant
G: Poor Property Conditions	207	1	80	Site or building has debris, broken windows, and/or deteriorating exterior/ roof.
		0.5	127	Site or building shows signs of minor deferred maintenance (e.g., peeling paint, overgrown vegetation)
		0	2,583	Site or buildings are in good condition

H: Designated Opportunity Zones	2,610	1	2,610	Site is within a designated Opportunity Zone
		0	180	Site is not within a designated Opportunity Zone
I: Multiple Adjacent Parcels with Same Owner ***Method:*** *GIS Analysis*	579	1	579	Site consists of more than one parcel
		0	2,228	Site consists of one parcel
J: Initial Brownfield Assessment **Method:** Desktop review / windshield survey	181	Likely Brownfield or higher	181	Subjective rating based on the desktop or windshield survey to account for site observations and professional opinions relating to brownfield conditions and the potential for redevelopment. Total score is not always indicative of a brownfield (i.e., a site may not have an Ecology database listing or a structure that was built before 1980 but may still have blighted conditions that qualify it as a brownfield).
		Likely Not a Brownfield	2,609	
K: Properties For Sale **Method:** *CoStar report and/or windshield survey, field verification*	6	2	6	The parcel was listed for sale
		0	2,784	The parcel was not listed for sale

Inventory Mapping - Figure 2 – *Hillyard Subarea Plan Inventory Overview and Scoring Map* graphically depicts scoring results for the parcels/tax lots within the Focus Area. High scoring sites (i.e., sites scoring 10 or above) (a) have site characteristics that suggest there may be environmental hazards (i.e., brownfields), and/or (b) possess site characteristics that are most conducive for reuse/infill development. The full inventory findings and detailed property information are displayed in Appendix D. The following sections provide more detail on the findings.

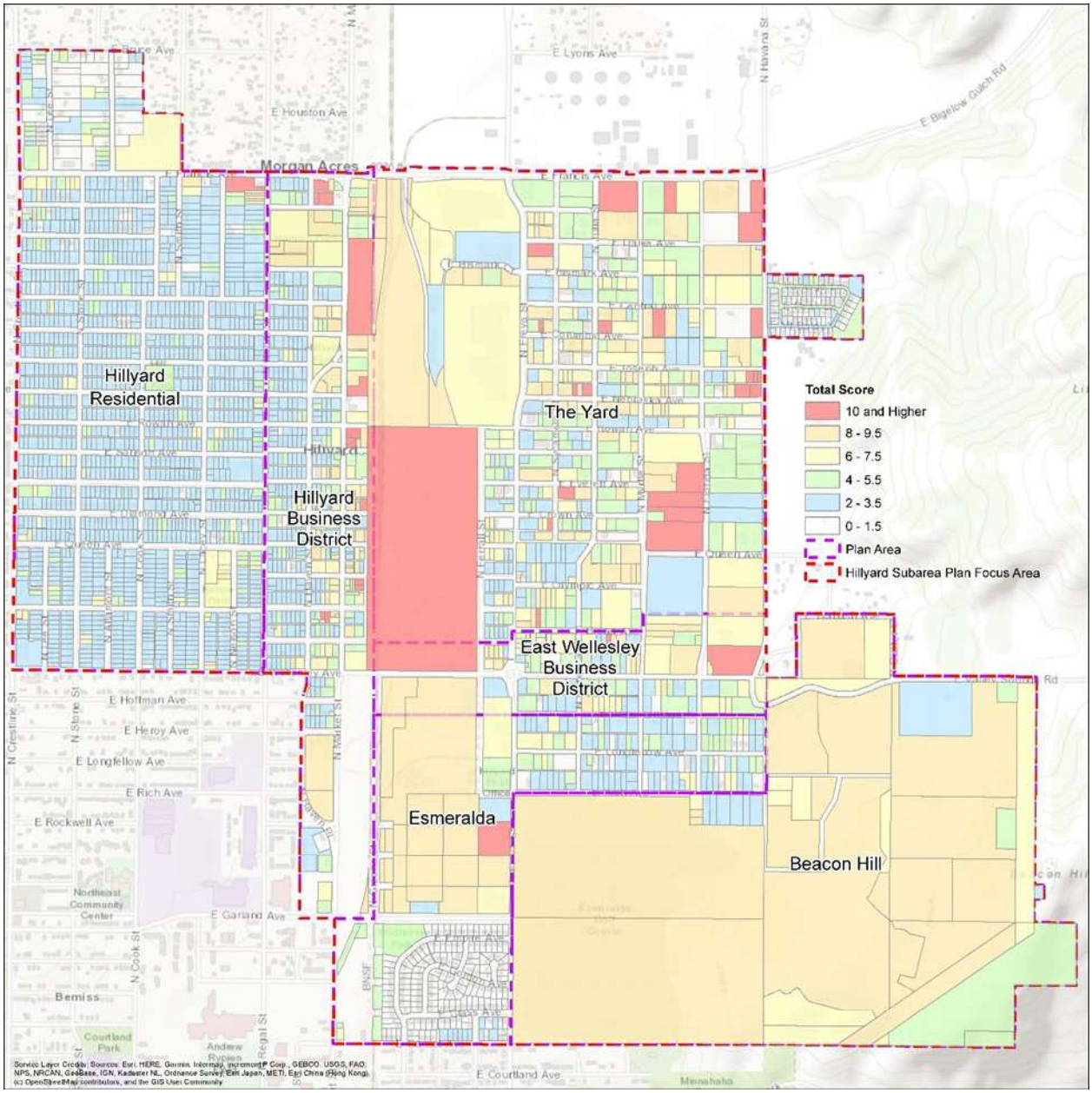

Figure 2 – Hillyard Subarea Plan Inventory Overview and Scoring Map

The Undeveloped and Underutilized Properties

The inventory also identified parcels/lots in the Focus Area that are either undeveloped or underutilized. These findings allow the City/NEPDA and area stakeholders to plan for new community-serving uses (and catalytic projects) on these undeveloped/underutilized sites since they may be most conducive for urban infill and redevelopment projects (when compared to otherwise productive properties in the Focus Area). In an urban context, near-term development projects normally occur on unoccupied or underdeveloped land as opposed to fully developed properties with active tenants (albeit it is acknowledged that there are some exceptions). These properties could be prioritized for new urban infill projects that bring new community-serving uses

– including housing, commercial services, and employment uses. Alternatively, underutilized/undeveloped properties could be prioritized for new public amenities including parks, community gathering spaces, and civic uses. Near-term, there are opportunities to activate these properties with interim uses such as storage yards (for clean industries), construction staging areas (for nearby development projects), passive open spaces, pop-up/mobile vendors, and art installations.

Undeveloped Properties

The inventory identified 402 undeveloped properties. These include parcels/tax lots that do not contain a permanent primary structure or substantial site improvement (e.g., utility feature, public facility, etc.). There is an opportunity to plan for new urban infill projects or public amenities on these properties. Notably, future uses should align with the vision as defined in the Pasco Downtown Plan. Figure 3.5.2.1 depicts undeveloped land as red cross hatch pattern.

Underutilized Properties

The inventory identified 534 underutilized properties. These include parcels/tax lots where the land is more valuable than the structures they possess – this was determined by the parcel's improvement to land ratio (ILVR) scoring in the inventory scoring exercise (Criterion B). The Underutilization classification suggests that the property is underdeveloped and could support additional buildings, services, and/or amenities. There is an opportunity to construct urban infill projects on the vacant portions of these properties and/or plan for adaptive reuse (and expansions) of the current buildings. Notably, infill projects could occur on surface parking lots so that the Focus Area transitions into a walkable, urban environment – replacing surface parking lots with new urban-scaled buildings would be a valuable strategy for revitalization. Figure 3 depicts underutilized parcels in yellow.

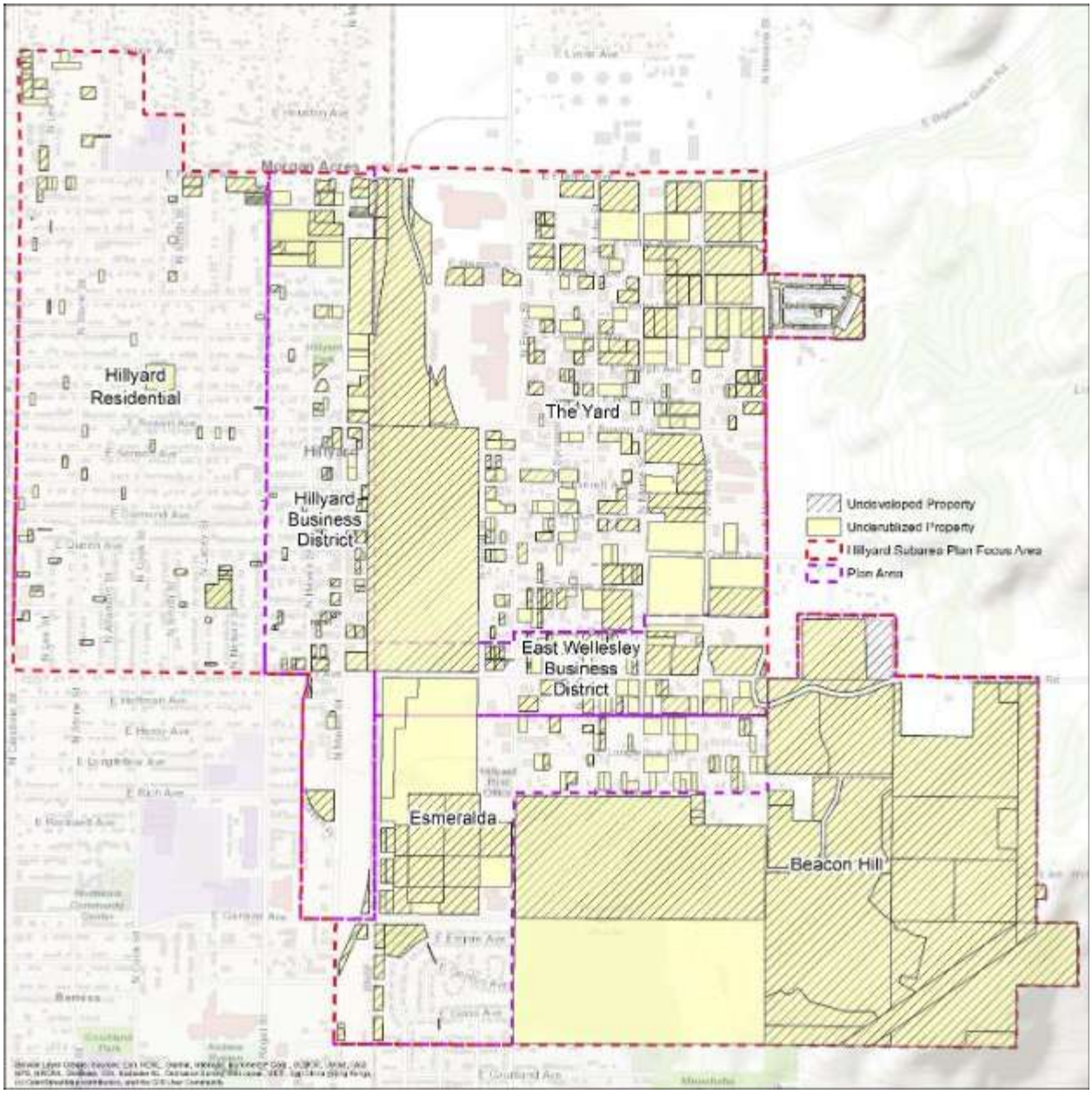

Figure 3 - Undeveloped and Underutilized Properties Map

Appendix E

Community Engagement Activities

Appendix E: Community Engagement Activities

October 26 – December 11, 2023: Community Surveys

Overview

The Project Team the Project Team hosted two on-line surveys aimed to capture local perspectives on area conditions, public need, and aspirations for enhancements. One survey was tailored to the general community while another (though similar) was tailored to the faculty/staff/students at Rogers High School. Both surveys ran concurrently between October 26, 2023, and December 11, 2023; the general community survey generated responses from 311 individuals while the Rogers High School survey generated responses from 29 individuals. The two surveys contained the following topics and were arranged as a series of parts:

- **Part 1: Self-Description** – The surveys contained questions pertaining to residency, age, spoken language, and focus area affiliation.
- **Part 2: Hillyard Business District** – The surveys contained questions to define how often an individual visits the business district, which businesses/places individuals regularly patronize, desired amenities/land use, and perceptions relating to mobility, parking, crime, and appearance.
- **Part 3: Neighborhoods and Housing** – The surveys posed questions related to the reasons for living in the focus area, existing amenities, housing affordability, housing options, housing needs, and property maintenance.
- **Part 4: Industrial/Employment Areas** – The surveys included questions related to community perceptions of the legacy industrial areas (east of the North Spokane Connector / US 395), desired businesses, and perceptions of mobility, crime, and appearance. The questions also asked for participants to recommend priority roadway projects and other desired enhancements.
- **Part 5: Parks, Recreation, and Open Space** – The surveys posed questions focused on learning about the frequency of park use, an assessment of park availability, desired park/open space enhancements, and perceptions of crime and maintenance in area parks.
- **Part 6: Final Thoughts and Recommendations** – The surveys closed with multiple open-ended questions to allow participants to provide other recommendations that would improve quality of life, address local need, and support economic vitality in the Focus Area.

Key Findings

- **Hillyard Business District Enhancements** – Based on the responses from both the surveys, there is a community desire to grow the Hillyard Business District into a much more thriving activity center with additional restaurants, specialty retail, medical care, and professional services. There is also a desire to create more public open space areas, enhance access and mobility, and improve property maintenance conditions. For the Haven/Market Street corridors, the survey responses do not

indicate community consensus on whether to reconfigure and/or enhance those corridors (the surveys revealed diverse opinions on this topic).

- **Residential Neighborhoods** – Based on survey responses, the existing neighborhoods have a variety of housing options but there is a need for additional choices. Two- and three-bedroom units are the most sought-after unit sizes. The respondents indicated that houses, accessory dwelling units, small-scale apartments (4-6 units), duplexes, and townhouses are considered appropriate new housing options for the residential neighborhoods (there is less support for large apartment buildings, mobile homes, and shared housing options). There is also a desire to address deferred maintenance conditions related to private properties, sidewalks, streets, and parks.

- **Industrial/Employment Areas** – Based on survey responses, the legacy industrial areas (east of the North Spokane Connector) are thought to be a functional employment center but needs enhancements. There is a desire to address unimproved streets, provide better pedestrian and bicycle facilities, and add transit service in the industrial/employment areas. There is also a desire to increase the business diversity including adding restaurants and commercials services.

- **Parks and Recreation** – Based on the survey responses, individuals patronize the parks and open spaces within the Focus Area at a variety of frequencies. Beacon Hill, the Children of the Sun Trail, Jim Hill Park, Shipley-Harmon Park, and the Hillyard Aquatic Park are regularly used facilities. Most participants indicated that the existing parks need more enhanced spaces, lighting improvements, and sidewalk maintenance.

- **Crime and Safety** – Based the survey responses, criminal activity represents a community concern; crime is a concern in area parks, within the industrial area, the Hillyard Business District, and the residential neighborhoods. Walking and biking safety (and comfort) is also a concern. In the Hillyard Business District, individuals felt it is generally safe to walk/bike but the area needs improvements. For the industrial/employment area, many felt the area was not necessarily safe and comfortable to walk/bike.

2.1 - Part 1: Area Connection

In the first part of the surveys, the Project Team wanted to understand who participated in the surveys so that City/NEPDA staff can hone in on community needs/aspirations by geographic location, affiliation, and household characteristics. The following summarizes the participant responses from each survey, whereas Table 2.1.a. compares the participant responses for each of the questions under Part 1 (more detail is provided in Attachments A - D).

- **General Community Survey** - Approximately 311 individuals submitted responses. Most respondents were above the age of 34 (80.70%) with the largest age group being between 35 and 44 years of age. Of the respondents, only about 35% live in the Focus Area and about 11% are employed or own a business in the Focus Area; the majority of those that live in the Focus Area (58.8%) have been there for 10 years or more. Most respondents (80.66%) indicated they have two or more individuals living in their household. Most respondents (96.12%) indicated that they only speak English at home, whereas 1.62% indicated they speak Spanish, 0.32% speak Japanese and 3.24% indicated they speak another language (write-in responses listed Russian and German).

- **Rogers High School Survey** - Approximately 29 individuals submitted responses, the large majority of which (84%) were students under the age of 18. Most respondents indicated they have 3-4 individuals living in their household (50%), whereas 45% of respondents indicated that 5 or more

individuals live in their household. For those that live in Focus Area, most respondents (65%) indicated they have lived there for over 10 years. Most respondents (55%) indicated that they (or their guardians) own their home, 35% rent their residence, 5% are in a temporary living arrangement, and 5% indicated they are unhoused. Most respondents (91.96) indicated that they only speak English at home, whereas 4.17% indicated they speak Spanish and 6.25% indicated they speak another language (write-in responses listed Kiribati, Russian, Korean).

Table 2.1.a. Part 1: Area Connection Participant Responses

Question	General Community Responses	Rogers High School Responses
Q.2.1.1 – Personal Affiliation: Which of the following best describes your connection/affiliation with the Hillyard community and/or the larger Focus Area? (select one)	☐ I am a resident living WITHIN the Hillyard Focus Area.: **33.64%** ☐ I am a residential living OUTSIDE the Hillyard Focus Area.: **44.24%** ☐ I am a business owner in the Hillyard Focus Area.: **4.85%** ☐ I am employed WITHIN the Hillyard Focus Area.: **6.67%** ☐ Other (please specify): **10.61%** ▪ Family, Business Owner, Grew up in area	☐ I am a current student at Rogers HS: **84.00%** ☐ I am a faculty member at Rogers HS: **16.00%** ☐ I am neither a student nor a faculty member of Rogers HS: **0.00%**
Questions for Hillyard Residents (participants were prompted to answer the following questions if they indicated that they reside in the Focus Area)		
Q.2.1.1.a – *Since you indicated that you are Hillyard resident, please indicate the number of individuals living in your household. (select one)*	☐ 1 individual: **19.09%** ☐ 2 individuals: **32.73%** ☐ 3-4 individuals: **40.00%** ☐ 5+ individuals: **8.18%**	☐ 1 individual: **0%** ☐ 2 individuals: **5%** ☐ 3-4 individuals: **50%** ☐ 5+ individuals: **45%**
Q.2.1.1.b – *Since you indicated that you are Hillyard resident, please indicate your current living arrangement. (select one)*	☐ I rent my residence.: **18.35%** ☐ I own my residence.: **81.65%** ☐ I am living temporarily in my residence.: **0.00%** ☐ I am currently unhoused.: **0.00%**	☐ I rent my residence.: **35%** ☐ I own my residence.: **55%** ☐ I am living temporarily in my residence.: **5%** ☐ I am currently unhoused.: **5%**
Q.2.1.1.c – *Since you indicated that you are Hillyard resident, please indicate how long you have lived in the Hillyard community. (select one)*	☐ Less than one (1) year.: **4.59%** ☐ 1 to just less than 2 years.: **5.50%** ☐ 2 to just less than 4 years.: **15.60%** ☐ 5 to just less than 10 years.: **16.51%** ☐ 10 years or more.: **57.80%**	☐ Less than one (1) year.: **0%** ☐ 1 to just less than 2 years.: **5%** ☐ 2 to just less than 4 years.: **25%** ☐ 5 to just less than 10 years.: **5%** ☐ 10 years or more.: **65%**

Table 2.1.a. Part 1: Area Connection Participant Responses		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.1.2 – Zip Code: Enter the zip code of your primary residence OR place of employment (if working but not living in the Hillyard Focus Area).	97355 98248 99001 99004 99021 99026 99201-99209 99212 99216-99218 99223 99224 99227 99207	*N/A – question not posed to this audience*
Q.2.1.3 – Age: Please indicate your age group from the list below. (select one)	☐ Under 18 years of age: **0.31%** ☐ 18 - 24 years of age: **3.08%** ☐ 25 - 34 years of age: **15.69%** ☐ 35 - 44 years of age: **24.00%** ☐ 45 - 54 years of age: **17.23%** ☐ 55 – 64 years of age: **18.77%** ☐ 65+ years of age: **20.92%**	☐ Under 18 years of age: **84.00%** ☐ 18 - 24 years of age: **0.00%** ☐ 25 - 34 years of age: **4.00%** ☐ 35 - 44 years of age: **6.00%** ☐ 45 - 54 years of age: **6.00%** ☐ 55 – 64 years of age: **0.00%** ☐ 65+ years of age: **0.00%**
Q.4 – Spoken Language: Other than English, what language do you speak at home? (select all that apply)	☐ I only speak English at home: **96.12%** ☐ Chinese: **0.00%** ☐ Japanese: **0.32%** ☐ Spanish: **1.62%** ☐ Tagalog (Filipino): **0.00%** ☐ Vietnamese: **0.32%** ☐ Other (please specify): **3.24%** ▪ (Russian, German)	☐ I only speak English at home: **91.67%** ☐ Chinese: **0.00%** ☐ Japanese: **0.00%** ☐ Spanish **4.17%** ☐ Tagalog (Filipino): **0.00%** ☐ Vietnamese: **0.00%** ☐ Other (please specify): **6.25%** ▪ (Kiribati, Russian, Korean)

2.2 - Part 2: Hillyard Business District

In Part 2 of the surveys, the Project Team wanted to learn about individual perceptions, desires, and needs for the Hillyard Business District (located along Market Street between Wellesley Avenue and Francis Avenue). The following summarizes the participant responses to Part 2 from each survey, whereas Table 2.2.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** – Most of the respondents indicated they visit the Business District on a weekly basis (35.14%) or monthly (32.77%), with some individuals visiting the district each day (13.85%). Most participants indicated that they regularly visit district restaurants, shops, entertainment venues, and automobile service stations. Over 32% of respondents indicated that they go to the area to visit parks and recreational amenities. Several participants indicated a desire for more entertainment venues, hotels, medical services, professional services, and restaurants to operate in the Business District. Most respondents (53.41%) indicated they would like to leave the Haven/Market roadway configurations in place, whereas others indicated their desire to improve the corridors in terms of aesthetics and access.

Pertaining to crime, over 60% of respondents indicated that "the district generally feels safe, but individuals remain cautious of potential criminal activity"; notably, over 33% or respondent specifically indicated the area does not feel safe. Most respondents (56.51%) indicated that the district feels safe and comfortable to walk but needs improvements. By contrast, most participants (48.2%) indicated that the district does not feel safe/comfortable for bicycle travel; 37.05% indicated the area is generally safe/comfortable for biking but the area needs improvement. The survey revealed diverse perspectives on transit availability; most respondents (38.84%) indicated they are unaware of transit options, 31% indicated a need for improvements, and 24.39% indicated transit is available and convenient. For parking availability in the district, most respondents indicated they feel parking is available while others indicated a need for more capacity. Participants indicated a desire to focus enhancements on improving walkability, area appearance, lighting, new businesses, and landscaping.

- **Rogers High School Survey** – From the Rogers High School respondents, most individuals indicated they visit the Business District on a daily (24.39%) or monthly (29.27%). Like the general community responses, these participants indicated they regularly patronize area shops, restaurants, parks, and entertainment venues; schools and barber shops were indicated as "other". Most respondents indicated a desire to add more entertainment venues, community organizations, parks, and restaurants to the Business District. For the Haven/Market corridors, most respondents (40%) want the community to consider changes to the roadway configurations, whereas 32.5% indicated no opinion on the topic. Pertaining to crime, walking/biking, and transit use, most respondents indicated that improvements are needed, though the area generally feels safe and convenient. Participants indicated desired enhancements focused on historic conservation, bike facilities, youth services, and medical services.

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.2.1 – Visitation Frequency: Indicate how frequent you visit (or patronize area businesses) in the Hillyard Business District. (select one)	☐ Daily.: **14.86%** ☐ At least once a week.: **35.14%** ☐ At least once a month.: **32.77%** ☐ At least once annually.: **13.85%** ☐ I do not visit the Hillyard Business District: **3.38%**	☐ Daily.: **24.39%** ☐ At least once a week.: **17.07%** ☐ At least once a month.: **29.27%** ☐ At least once annually.: **14.63%** ☐ I do not visit the Hillyard Business District:**14.63%**
Q.2.2.2 – Place Visitation: Indicate the types of businesses or activities you regularly visit in the Hillyard Business District. (select all that apply)	☐ Automobile service stations.: **16.96%** ☐ Community organizations: **14.53%** ☐ Entertainment venues.: **18.34%** ☐ Medical services: **7.61%** ☐ Other repair shops.: **8.30%** ☐ Parks and recreational venues: **32.72%**	☐ Automobile service stations.: **11.43%** ☐ Community organizations: **8.57%** ☐ Entertainment venues.: **17.14%** ☐ Medical services:**11.43%** ☐ Other repair shops.: **14.29%** ☐ Parks and recreational venues: **34.29%** ☐ Places of worship (e.g., churches, temples, etc.): **11.43%**

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Places of worship (e.g., churches, temples, etc.): **4.84%** ☐ Professional services (e.g., banks, insurance, legal services).: **8.30%** ☐ Restaurants / beverage shops.: **71.97%** ☐ Retail shops (e.g., clothes, furniture, food, etc.).: **62.98%** ☐ Other (please specify): **12.80%** ▪ (Antique Store, Groceries, Barber, Library) ***The percentage under each response indicates the number of participants that chose that element.*	☐ Professional services (e.g., banks, insurance, legal services).: **5.71%** ☐ Restaurants / beverage shops.: **51.43%** ☐ Retail shops (e.g., clothes, furniture, food, etc.).: **48.57%** ☐ Other (please specify): **22.86%** ▪ (School, Route, Gas Station, Mall, Barber) ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.2.3 – Business/Amenity Desires: Indicate which types of businesses or activities are lacking/missing in the Hillyard Business District. (select all that apply)	☐ Automobile service stations.: **4.48%** ☐ Community organizations.: **15.30%** ☐ Entertainment venues.: **48.88%** ☐ Hotels and other overnight accommodations: **42.16%** ☐ Medical services.: **22.39%** ☐ Other repair shops.: **5.22%** ☐ Parks and recreational.: **29.85%** ☐ Professional services (e.g., banks, insurance, legal services).: **37.69%** ☐ Places of worship (e.g., churches, temples, etc.): **4.85%** ☐ Restaurants / beverage shops.: **44.78%** ☐ Retail shops (e.g., clothes, furniture, fresh food, etc.).: **42.16%**	☐ Automobile service stations.: **0.00%** ☐ Community organizations.: **23.68%** ☐ Entertainment venues.: **50.00%** ☐ Hotels and other overnight accommodations: **38.64%** ☐ Medical services.: **10.53%** ☐ Other repair shops.: **7.89%** ☐ Parks and recreational.: **31.58%** ☐ Professional services (e.g., banks, insurance, legal services).: **13.16%** ☐ Places of worship (e.g., churches, temples, etc.): **5.26%** ☐ Restaurants / beverage shops.: **34.21%** ☐ Retail shops (e.g., clothes, furniture, fresh food, etc.).: **18.42%** ☐ Other (please specify): **7.89%** ***The percentage under each response indicates the number of participants that chose that element.*

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Other (please specify): **7.84%** ***The percentage under each response indicates the number of participants that chose that element.*	
Q.2.2.4 – Market/Haven Street Configuration: Indicate your thoughts on the Market Street and Haven Street corridors – presently the corridors function as one-way pairs. (select one)	☐ Leave as is - I like the current Market Street and Haven Street roadway configuration/design.: **52.41%** ☐ Consider Changes - The current Market Street and Haven Street roadway configuration/design needs some improvement.: **19.66%** ☐ Redesign the Corridors – The current Market Street and Haven Street corridors need a redesign as narrower, two-way roadways.: **13.10%** ☐ I do not have an opinion on these corridors.: **14.83%**	☐ Leave as is - I like the current Market Street and Haven Street roadway configuration/design.: **22.50%** ☐ Consider Changes - The current Market Street and Haven Street roadway configuration/design needs some improvement.: **40.00%** ☐ Redesign the Corridors – The current Market Street and Haven Street corridors need a redesign as narrower, two-way roadways.: **5.00%** ☐ I do not have an opinion on these corridors.: **32.50%**
Q.2.2.5 – District Crime Perception: Indicate your personal perception of crime activity in the Hillyard Business District. (select one)	☐ The District feels safe from crime.: **6.14%** ☐ The District generally feels safe but I remain cautious of potential criminal activity.: **60.41%** ☐ The District does NOT feel safe; crime regularly occurs.: **33.45%**	☐ The District feels safe from crime.: **14.63%** ☐ The District generally feels safe but I remain cautious of potential criminal activity.: **68.29%** ☐ The District does NOT feel safe; crime regularly occurs.: **17.07%**
Q.2.2.6 – District Walkability Perception: Indicate your personal perception of walking safety and convenience in the Hillyard Business District. (select one)	☐ The District feels safe and comfortable to walk.: **15.07%** ☐ The District generally feels safe and comfortable to walk but needs improvement.: **56.51%** ☐ The District does NOT feel safe and comfortable to walk.: **28.42%**	☐ The District feels safe and comfortable to walk.: **15.00%** ☐ The District generally feels safe and comfortable to walk but needs improvement.: **75.00%** ☐ The District does NOT feel safe and comfortable to walk.: **10.00%**
Q.2.2.7 – District Biking Perception: Indicate your personal perception of bicycle	☐ The District feels safe and comfortable to bike.: **14.75%**	☐ The District feels safe and comfortable to bike.: **14.63%**

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
safety and convenience in the Hillyard Business District. (select one)	☐ The District generally feels safe and comfortable to bike but needs improvement.: **37.05%** ☐ The District does NOT feel safe and comfortable to bike.: **48.20%**	☐ The District generally feels safe and comfortable to bike but needs improvement.: **60.98%** ☐ The District does NOT feel safe and comfortable to bike.: **24.39%**
Q.2.2.8 – District Transit Perception: Indicate your personal perception of transit service availability and convenience in the Hillyard Business District. (select one)	☐ The District feels like it has available and convenient transit options.: **24.39%** ☐ The District generally has available and convenient transit options but needs improvement.: **31.01%** ☐ The District does NOT have available and convenient transit options.: **9.76%** ☐ I am unaware of the transit options in the District.: **38.84%**	☐ The District feels like it has available and convenient transit options.: **28.57%** ☐ The District generally has available and convenient transit options but needs improvement.: **52.38%** ☐ The District does NOT have available and convenient transit options.: **0.00%** ☐ I am unaware of the transit options in the District.: **19.05%**
Q.2.2.9 – District Parking Perception: Indicate your personal perception of motor vehicle parking availability and convenience in the Hillyard Business District. (select one)	☐ The District feels like it has available and convenient parking options.: **35.49%** ☐ The District mostly has available and convenient parking but needs improvement.: **49.83%** ☐ The District does NOT have available and convenient parking.: **14.68%**	☐ The District feels like it has available and convenient parking options.: **22.50%** ☐ The District mostly has available and convenient parking but needs improvement.: **62.50%** ☐ The District does NOT have available and convenient parking.: **15.00%**
Q.2.2.10 – Desired Enhancements: Describe specific enhancements that you would like to see in the Hillyard Business District.	☐ Walkability, bike paths ☐ Neighborhood cleanup/ maintenance of surrounding area/ parks ☐ Lighting for safety, general security ☐ Small businesses, retail shops, Farmer's Market, antique stores ☐ Finish the Children of the Sun Trail	☐ Enhance Hillyard; keep original historical charm ☐ More bike lanes and parking ☐ Spaces or businesses for youth; events or entertainment venues ☐ Medical services

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
	□ Trees, flower baskets and landscaping	

2.3 - Part 3: Focus Area Neighborhoods and Housing

In the third part of the surveys, the Project Team wanted to learn about individual perceptions, desires, and needs for the residential neighborhoods that fall within the Hillyard Focus Area boundaries. The following summarizes the participant responses to Part 3 from each survey, whereas Table 2.3.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** - Over half of respondents indicated that affordable and diversified housing options exist but could be expanded. Over three quarters of respondents indicated that 2- and 3-bedroom housing units are in the highest demand. Houses were indicated to be the most appropriate housing type for the Focus Area followed by townhouses, duplexes, and small apartments (4-6 units). Over 90% of respondents indicated that neighborhood and individual properties are either generally maintained but require improvements or are not well-maintained. When asked which neighborhood elements require better maintenance, individual properties and sidewalks were the most answered followed by trees/landscaping, streets, and parks and public open spaces. Of respondents that live in the Focus Area, price was overwhelmingly indicated as a reason for residency. The four most commonly selected positive amenities in the Hillyard Neighborhood were parks and open space, nearby shopping, schools and education institutions, and community organizations/resources.

- **Rogers High School Responses** - Nearly 72% of respondents indicated that affordable housing options exist but could be expanded; a smaller proportion (46.67%) indicated that diversified housing options exist but could be improved. Just over 93% of respondents indicated that 2- and 3-bedroom housing units are in the highest demand. Houses were indicated to be the most appropriate housing type for the focus area followed by duplexes and small apartments (4-6 units). All respondents indicated that neighborhood and individual properties are either generally maintained but require improvements or are not well-maintained. When asked which neighborhood elements require better maintenance, sidewalks were the most answered followed by trees/landscaping, streets, parks and public open spaces, and, to a lesser degree, individual properties. Of respondents that live in the Focus Area, location and personal relationships were cited as reasons for residency followed by price and neighborhood appearance. The three most selected positive amenities in the Hillyard Neighborhood were parks and open space, nearby shopping, and schools and education institutions.

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.3.1 – Reason for Residency: Indicate the primary consideration/condition that made you choose/remain in your residence. (select one)	□ Price: **25.47%** □ Unit Size (e.g., number of bedrooms): **0.75%** □ Location: **6.37%**	□ Price: **14.29%** □ Unit Size (e.g., number of bedrooms): **2.86%** □ Location: **14.29%**

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Safety: **0.75%** ☐ Neighborhood appearance (e.g., character, maintenance): **2.62%** ☐ Neighborhood amenities (e.g., parks, shopping, etc.): **1.12%** ☐ Personal relationships: **7.87%** ☐ I do not live in the Hillyard Focus Area: **43.45%** ☐ Other (please specify): **11.61%** ▪ Affordability, Grew up in Neighborhood	☐ Safety: **0.00%** ☐ Neighborhood appearance (e.g., character, maintenance): **8.57%** ☐ Neighborhood amenities (e.g., parks, shopping, etc.): **0.00%** ☐ Personal relationships: **8.57%** ☐ I do not live in the Hillyard Focus Area: **42.86%** ☐ Other (please specify): **8.57%** ▪ Live with Family
Q.2.3.2. – Neighborhood Amenities: Indicate which of the following are positive amenities present in the Focus Area neighborhoods. (select all that apply)	☐ Child/adult care centers: **21.93%** ☐ Community organizations/resources: **37.72%** ☐ Nearby employment.: **29.82%** ☐ Nearby shopping.: **54.82%** ☐ Parks and open space.: **58.53%** ☐ Places of worship: **24.56%** ☐ Schools and education institutions: **44.30%** ☐ Other (please specify): **12.28%** ▪ Bars and Restaurants, Accessibility, Walkability ***The percentage under each response indicates the number of participants that chose that element.*	☐ Child/adult care centers: **18.18%** ☐ Community organizations/resources: **30.30%** ☐ Nearby employment.: **27.27%** ☐ Nearby shopping.: **54.55%** ☐ Parks and open space.: **42.42%** ☐ Places of worship: **27.27%** ☐ Schools and education institutions: **48.48%** ☐ Other (please specify): **6.06%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.3.3. – Housing Affordability: Indicate your perception of housing affordability in the Focus Area neighborhoods. (select one)	☐ There are a variety of affordable housing options.: **27.45%**	☐ There are a variety of affordable housing options.: **3.03%**

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ There are some affordable housing options but there could be more.: **50.59%** ☐ There are virtually no affordable housing options.: **21.96%**	☐ There are some affordable housing options but there could be more.: **75.76%** ☐ There are virtually no affordable housing options.: **21.21%**
Q.2.3.4. – Housing Options: Indicate whether you feel there are a variety of housing options to house the area's diverse household characteristics (e.g., larger households, small households, households with seniors). (select one)	☐ There are a variety of housing options in the neighborhood (e.g., a mix of unit sizes and different price points).: **29.37%** ☐ There are some housing options, but the neighborhood needs more.: **52.38%** ☐ There are very few housing options in the neighborhood.: **18.25%**	☐ There are a variety of housing options in the neighborhood (e.g., a mix of unit sizes and different price points).: **26.47%%** ☐ There are some housing options, but the neighborhood needs more.: **61.76%** ☐ There are very few housing options in the neighborhood.: **11.76%**
Q.2.3.5. – Unit Size Needs: Indicate your perception of the housing unit sizes that are in high demand in the Focus Area. (select all that apply)	☐ Studio units.: **19.75%** ☐ 1-bedroom units.: **28.57%** ☐ 2 and 3-bedroom units.: **78.57%** ☐ 4+ bedroom units.: **16.39%** ☐ Other (please specify): **9.66%** ▪ (Affordable SFR, Multi-Use) ***The percentage under each response indicates the number of participants that chose that element.*	☐ Studio units.: **9.68%** ☐ 1-bedroom units.: **16.13%** ☐ 2 and 3-bedroom units.: **83.87%** ☐ 4+ bedroom units.: **29.03%** ☐ Other (please specify): **6.45%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.3.6. – Housing Types: Indicate the types of housing that you feel would be appropriate for the Focus Area – either in the established neighborhoods or business districts. (select all that apply)	☐ Accessory dwelling units (e.g., garage apartments, guest cottages that share the same property as a house).: **36.84%** ☐ Apartments (small – 4 to 6 units): **49.80%** ☐ Apartments (large – over 6 units): **27.13%** ☐ Duplexes: **49.80%** ☐ Houses: **61.54%**	☐ Accessory dwelling units (e.g., garage apartments, guest cottages that share the same property as a house).: **12.50%** ☐ Apartments (small – 4 to 6 units): **37.50%** ☐ Apartments (large – over 6 units): **21.88%** ☐ Duplexes: **40.63%** ☐ Houses: **75.00%**

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Manufactured homes: **14.98%** ☐ Shared housing (e.g., residents share a kitchen area but have their own bedroom).: **17.41%** ☐ Townhouses: **43.72%** ☐ Other (please specify): **7.29%** ▪ Revitalize existing housing ***The percentage under each response indicates the number of participants that chose that element.*	☐ Manufactured homes: **9.38%** ☐ Shared housing (e.g., residents share a kitchen area but have their own bedroom).: **9.38%** ☐ Townhouses: **21.88%** ☐ Other (please specify): **0.00%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.3.7. – Neighborhood Maintenance: Indicate your perception of maintenance in the Focus Area neighborhoods. (select one)	☐ The neighborhood and individual properties are well-maintained.: **6.87%** ☐ The neighborhood and individual properties are generally maintained but there are needed improvements.: **48.85%** ☐ Either the neighborhood or the individual properties are NOT well-maintained.: **44.27%**	☐ The neighborhood and individual properties are well-maintained.: **6.06%** ☐ The neighborhood and individual properties are generally maintained but there are needed improvements.: **57.58%** ☐ Either the neighborhood or the individual properties are NOT well-maintained.: **36.36%**
Q.2.3.8. – Maintenance Needs: Indicate what neighborhood elements need better routine maintenance. (select all that apply)	☐ Individual properties (private land): **73.83%** ☐ Parks and public open space: **39.84%** ☐ Sidewalks: **62.89%** ☐ Signage/Wayfinding: **24.22%** ☐ Streets (e.g., travel lanes and parking stalls): **46.09%** ☐ Trees/landscaping: **50.78%** ☐ Other (please specify): **9.38%**	☐ Individual properties (private land): **39.39%** ☐ Parks and public open space: **63.64%** ☐ Sidewalks: **72.73%** ☐ Signage/Wayfinding: **3.03%** ☐ Streets (e.g., travel lanes and parking stalls): **54.55%** ☐ Trees/landscaping: **60.61%** ☐ Other (please specify): **6.06%** ***The percentage under each response indicates the number of*

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	▪ Paving, General maintenance of sidewalks and housing ***The percentage under each response indicates the number of participants that chose that element.*	*participants that chose that element.*
Q.2.3.9 – Neighborhood Crime Perception: Indicate your personal perception of crime activity in the Focus Area neighborhoods. (select one)	☐ The neighborhood feels safe from crime.: **3.11%** ☐ The neighborhood generally feels safe, but I remain cautious of potential criminal activity.: **58.75%** ☐ The neighborhood does NOT feel safe; crime regularly occurs.: **38.13%**	☐ The neighborhood feels safe from crime.: **12.12%** ☐ The neighborhood generally feels safe, but I remain cautious of potential criminal activity.: **72.73%** ☐ The neighborhood does NOT feel safe; crime regularly occurs.: **15.15%**
Q.2.3.10 – Desired Enhancements: Describe specific enhancements that you would like to see in the Focus Area neighborhoods.	☐ Cleanup and maintenance of parks and neighborhood ☐ Focus on safety issues; lighting, police presence, reduce crime ☐ Crosswalks and more sidewalks; pedestrian and bike-friendly	☐ Housing affordability ☐ Maintenance to streets and sidewalks ☐ Lighting and landscaping

2.4 - Part 4: Focus Area Industrial/Employment Areas

In Part 4 of the surveys, the Project Team wanted to learn of individual perceptions, desires, and needs for the industrial/employment areas that fall within the Hillyard Focus Area boundaries (while focusing on the land on the east side of the North Spokane Corridor/US 395 highway project). The following summarizes the participant responses to Part 4 from each survey, whereas Table 2.4.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** – Most of the community respondents indicated that the legacy industrial areas within the Focus Area are a functioning employment center but need enhancements; 22% indicated that they felt it was not very economically viable. For desired future uses, respondents expressed support for a wider variety of industries plus the addition of commercial services – notably, 63.4% respondents expressed their desire for restaurants. Pertaining to perceptions of crime, most respondents (58.44%) indicated that "the industrial/employment areas feel generally safe, but individuals remain cautious of potential criminal activity"; in contrast, 34.98% felt the area is not safe and crime regularly occurs. For walking and biking, most participants felt the industrial/employment areas do not feel safe/comfortable for those transportation modes; others felt the area was generally safe for

walking/biking yet acknowledged a need for improvements. Most respondents indicated their preference to prioritize capital improvements on Freya Street and Wellesley Avenue over other streets; whereas, Rowen Avenue and Havana Street were also indicated as priorities (to a lessor degree of support). When asked about area opportunities, respondents indicated their top desires as providing better roadways, sidewalks, transit, crime prevention, and business diversity.

- **Rogers High School Survey** – Most of the Rogers High School affiliates (83.33%) indicated they feel the industrial areas are a functioning employment district but needs enhancements. For future land uses, the respondents indicated a preference for a wider variety of businesses and commercial services with restaurants being a top desire. Regarding crime perceptions, 71.88% of respondents indicated that the area feels generally safe but individuals remain cautious of potential criminal activity (this is a higher response compared to the general community survey). Most respondents (> 60%) felt the legacy industrial/employment areas are generally safe/comfortable to walk/bike yet acknowledged a need for improvements. For priority roadway project, improvements to Wellesley Avenue received the most support (34.48%) and Freya Stret received support from 20.69% of participant responses. Better sidewalks, roadways, bicycle facilities, new parks, and crime prevention were the top-rated opportunities indicated from the respondents.

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.4.1 – Industrial Area Perception: Indicate your personal perception/impression of the industrial/employment areas in the Focus Area. (select one)	☐ The industrial area is a thriving employment district.: **15.00%** ☐ The industrial area is a functioning employment district but needs enhancements.: **62.08%** ☐ The industrial area is not a very viable employment district (substantial enhancements are needed).: **22.92%**	☐ The industrial area is a thriving employment district.: **10.00%** ☐ The industrial area is a functioning: employment district but needs enhancements.: **83.33%** ☐ The industrial area is not a very viable employment district (substantial enhancements are needed).: **6.67%**
Q.2.4.2 – Industrial Area Business Desires: Indicate the types of businesses/industries you feel are <u>appropriate</u> for the industrial/employment areas in the Focus Area. (select all that apply)	☐ Artist studios: **43.40%** ☐ Building supply/material companies: **50.64%** ☐ Construction companies: **48.09%** ☐ Food processing: **38.72%** ☐ Manufacturing: **53.62%** ☐ Plant nurseries: **62.55%** ☐ Professional office: **43.83%** ☐ Technology centers: **42.55%** ☐ Utility service providers: **35.74%**	☐ Artist studios: **34.48%** ☐ Building supply/material companies: **37.93%** ☐ Construction companies: **37.93%** ☐ Food processing: **34.48%** ☐ Manufacturing: **34.48%** ☐ Plant nurseries: **34.48%** ☐ Professional office: **24.14%** ☐ Technology centers: **31.03%** ☐ Utility service providers: **27.59%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Repair services: **50.21%** ☐ Restaurants (e.g., dining options): **63.40%** ☐ Retail/commercial services: **56.60%** ☐ Warehousing and distribution: **49.36%** ☐ Other (please specify): **5.11%** ▪ Medical, Daycare ***The percentage under each response indicates the number of participants that chose that element.*	☐ Repair services: **41.38%** ☐ Restaurants (e.g., dining options): **51.72%** ☐ Retail/commercial services: **27.59%** ☐ Warehousing and distribution: **31.03%** ☐ Other (please specify): **10.34%** ▪ Retail, Cultural shops ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.4.3 – Crime Perception: Indicate your personal perception of crime activity in the industrial/ employment areas of the Focus Area. (select one)	☐ The industrial/employment areas feel safe from crime.: **6.58%** ☐ The industrial/employment areas generally feel safe but I remain cautious of potential criminal activity.: **58.44%** ☐ The industrial/employment areas do NOT feel safe; crime regularly occurs.: **34.98%**	☐ The industrial/employment areas feel safe from crime.: **12.50%** ☐ The industrial/employment areas generally feel safe but I remain cautious of potential criminal activity.: **71.88%** ☐ The industrial/employment areas do NOT feel safe; crime regularly occurs.: **15.63%**
Q.2.4.4 – Walkability Perception: Indicate your personal perception of walking safety and convenience in the industrial/employment areas of the Focus Area. (select one)	☐ The industrial/employment areas feel safe and comfortable to walk.: **4.10%** ☐ The industrial/employment areas generally feel safe and comfortable to walk but needs improvement.: **40.98%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to walk.: **54.92%**	☐ The industrial/employment areas feel safe and comfortable to walk.: **19.35%** ☐ The industrial/employment areas generally feel safe and comfortable to walk but needs improvement.: **61.29%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to walk.: **19.35%**
Q.2.4.5 – Biking Perception: Indicate your personal perception of bicycle safety and convenience in the	☐ The industrial/employment areas feel safe and comfortable to bike.: **6.69%**	☐ The industrial/employment areas feel safe and comfortable to bike.: **20.00%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
industrial/employment areas of the Focus Area. (select one)	☐ The industrial/employment areas generally feel safe and comfortable to bike but needs improvement.: **35.15%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to bike.: **58.16%**	☐ The industrial/employment areas generally feel safe and comfortable to bike but needs improvement.: **60.00%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to bike.: **20.00%**
Q.2.4.6 –Transit Perception: Indicate your personal perception of transit service availability and convenience in the industrial/employment areas of the Focus Area. (select one)	☐ The industrial/employment areas feel like they have available and convenient transit options.: **8.05%** ☐ The industrial/employment areas generally have available and convenient transit options but need improvement.: **24.15%** ☐ The industrial/employment areas do NOT have available and convenient transit options.: **23.73%** ☐ I am unaware of the transit options in the industrial/employment areas.: **44.07%**	☐ The industrial/employment areas feel like they have available and convenient transit options.: **15.63%** ☐ The industrial/employment areas generally have available and convenient transit options but need improvement.: **37.50%** ☐ The industrial/employment areas do NOT have available and convenient transit options.: **9.38%** ☐ I am unaware of the transit options in the industrial/employment areas.: **37.50%**
Q.2.4.7 – Driving Perception: Indicate your personal perception of driving safety and convenience in the industrial/employment areas of the Focus Area, whereas it is acknowledged that several roadways are unimproved. (select one)	☐ The industrial/employment areas feel safe and convenient to drive.: **20.76%** ☐ The industrial/employment areas generally feel safe and convenient to drive but needs improvement.: **60.59%** ☐ The industrial/employment areas feel do NOT feel safe and convenient to drive.: **18.64%**	☐ The industrial/employment areas feel safe and convenient to drive.: **45.16%** ☐ The industrial/employment areas generally feel safe and convenient to drive but needs improvement.: **51.61%** ☐ The industrial/employment areas feel do NOT feel safe and convenient to drive.: **3.23%**
Q.2.4.8 – Priority Roadway Improvements: Indicate which roadway corridor in the industrial/employment areas the City	☐ Florida Street (north of Wellesley): **6.44%** ☐ Freya Street (north of Wellesley): **33.17%**	☐ Florida Street (north of Wellesley): **6.90%** ☐ Freya Street (north of Wellesley): **20.69%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
should prioritize in the near-term for improvements; whereas it is acknowledged that several existing roadways are unimproved. (select one)	☐ Havana Street (north of Wellesley): **8.42%** ☐ Julia/Rebecca Street (north of Wellesley): **3.96%** ☐ Myrtle Street (north of Wellesley): **3.96%** ☐ Rowen Avenue (east of Freya): **8.91%** ☐ Wellesley Avenue (east of Freya): **19.80%** ☐ Other (please specify):**15.35%** ▪ General paving and maintenance to all roads, Dedicated bike lanes	☐ Havana Street (north of Wellesley): **10.43%** ☐ Julia/Rebecca Street (north of Wellesley): **0.00%** ☐ Myrtle Street (north of Wellesley): **0.00%** ☐ Rowen Avenue (east of Freya): **6.90%** ☐ Wellesley Avenue (east of Freya): **34.48%** ☐ Other (please specify): **20.69%** ▪ Euclid to Minnehaha, Freya St, 6th & Park
Q.2.4.9 – Opportunities – Indicate which elements/conditions would improve the economic viability of the industrial/employment areas in the Focus Area. (select all that apply)	☐ Better bicycle facilities: **35.10%** ☐ Better roadways: **60.00%** ☐ Better sidewalks and pedestrian amenities: **63.67%** ☐ Better transit service: **39.18%** ☐ Better utilities: **15.10%** ☐ Business diversity: **46.12%** ☐ Clean industries: **28.57%** ☐ Crime prevention: **67.76%** ☐ District branding (e.g., name, logo): **26.94%** ☐ More flexible development/zoning regulations : **27.76%** ☐ More restrictive development/zoning regulations: **10.61%** ☐ Parks and open space: **42.04%** ☐ Signage and Wayfinding: **24.90%** ☐ Other (please specify): **4.08%**	☐ Better bicycle facilities: **41.94%** ☐ Better roadways: **51.61%** ☐ Better sidewalks and pedestrian amenities: **64.52%** ☐ Better transit service: **19.35%** ☐ Better utilities: **25.81%** ☐ Business diversity: **38.71%** ☐ Clean industries: **38.71%** ☐ Crime prevention: **41.94%** ☐ District branding (e.g., name, logo): **22.58%** ☐ More flexible development/zoning regulations : **19.35%** ☐ More restrictive development/zoning regulations: **6.45%** ☐ Parks and open space: **54.84%** ☐ Signage and Wayfinding: **6.45%** ☐ Other (please specify): **6.45%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
	▪ Housing, General maintenance to existing area ***The percentage under each response indicates the number of participants that chose that element.*	▪ Hillyard community pride ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.4.10 – Desired Enhancements: Describe specific enhancements that you would like to see in the industrial/employment areas of the Focus Area.	☐ Crime prevention, focus on safety of the area ☐ Dedicated bike lanes; bike and pedestrian infrastructure ☐ Fix/ improve roads and maintenance of businesses	☐ Pedestrian and bike accessibility to industrial area and bus transit ☐ Grocery stores, business ☐ Job/ employment opportunities

2.5 - Part 5: Focus Area Parks, Recreation, and Open Space

In Part 5 of the surveys, the Project Team wanted to learn about individual perceptions, desires, and needs for parks, recreation, and open space amenities within the Hillyard Focus Area boundaries. The following summarizes the participant responses to Part 5 from each survey, whereas Table 2.5.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** - The majority of respondents indicated they visit parks in the Focus Area monthly or annually with Beacon Hill, the Children of the Sun Trail, Esmeralda Golf Course, Shipley-Harmon Park and Jim Hill Park being the most popular. In considering their perception of green space in the Focus Area, most respondents had a favorable view but felt the area could be improved with more bike trails, walking trails, and natural and conservation areas. Additionally, improved maintenance for lighting was overwhelming indicated by respondents.

- **Rogers High School Responses** - Compared to the general survey responses, students at Rogers High School visit the parks in the Focus Area more frequently with a majority indicating they go at least weekly or monthly with Beacon Hill and Jim Hill Park being the most popular. Respondents had an overall similar perception of green space in the Focus Area as their general survey counterparts except the addition of natural and conservation areas was not as indicated. Similar to the general survey, lighting was the most selected element of parks that needs better maintenance.

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.5.1 – Park Visitation Frequency: Indicate how frequent you visit public parks and open spaces within the Hillyard Focus Area boundaries. (select one)	☐ Daily.: **8.54%** ☐ At least once a week.: **17.07%** ☐ At least once a month.: **27.24%**	☐ Daily.: **3.33%** ☐ At least once a week.: **26.67%** ☐ At least once a month.: **30.00%**

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ At least once annually.: **25.20%** ☐ I do not visit the public parks in the Focus Area.: **21.95%**	☐ At least once annually.: **26.67%** ☐ I do not visit the public parks in the Focus Area.: **13.33%**
Q.2.5.2 – Park Use: Indicate which of the following public parks and open spaces have you used/visited in the past year. (select all that apply)	☐ Beacon Hill: **44.34%** ☐ Children of the Sun Trail: **36.65%** ☐ Esmeralda Golf Course: **29.41%** ☐ Hillyard Aquatic Center: **20.36%** ☐ Jim Hill Park: **36.65%** ☐ Kehoe Park: **19.46%** ☐ Loren Kondo Park: **5.43%** ☐ Shipley-Harmon Park (and Skate Park): **29.86%** ☐ Wildhorse Park: **13.12%** ☐ Other (please specify): **11.76%** ▪ Minnehaha, Parks in vicinity ***The percentage under each response indicates the number of participants that chose that element.*	☐ Beacon Hill: **48.28%** ☐ Children of the Sun Trail: **24.14%** ☐ Esmeralda Golf Course: **13.79%** ☐ Hillyard Aquatic Center: **24.14%** ☐ Jim Hill Park: **34.48%** ☐ Kehoe Park: **20.69%** ☐ Loren Kondo Park: **6.90%** ☐ Shipley-Harmon Park (and Skate Park): **24.14%** ☐ Wildhorse Park: **6.90%** ☐ Other (please specify): **20.69%** ▪ Hays Park, Andrew Rypien Park ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.5.3 – Park and Open Space Availability: Indicate your perception of available parks and open spaces in the Hillyard Focus Area. (select one)	☐ The Focus Area has a broad array of parks and open space amenities.: **22.71%** ☐ The Focus Area has parks and open spaces but needs more (or enhanced spaces).: **64.19%** ☐ The Focus Area does NOT have enough parks and open space amenities.: **13.10%**	☐ The Focus Area has a broad array of parks and open space amenities.: **21.43%** ☐ The Focus Area has parks and open spaces but needs more (or enhanced spaces).: **57.14%** ☐ The Focus Area does NOT have enough parks and open space amenities.: **21.43%**
Q.2.5.4 – Desired Open Space and Recreational Amenities: Indicate what types of recreational amenities	☐ Bicycle trails/pathways: **58.77%**	☐ Bicycle trails/pathways: **75.86%**

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
should be added and/or expanded in the Hillyard Focus Area. (select all that apply)	☐ Entertainment venues (e.g., stages, grand stands): **49.12%** ☐ Natural and conservation areas.: **57.46%** ☐ Passive gathering areas (e.g., lawns, shelters): **37.72%** ☐ Playgrounds: **43.42%** ☐ Skate parks: **11.84%** ☐ Sports courts/fields: **35.96%** ☐ Walking trails: **61.84%** ☐ Other (please specify): **7.02%** ▪ Dog park, Address homeless ***The percentage under each response indicates the number of participants that chose that element.*	☐ Entertainment venues (e.g., stages, grand stands): **44.83%** ☐ Natural and conservation areas.: **51.72%** ☐ Passive gathering areas (e.g., lawns, shelters): **20.69%** ☐ Playgrounds: **44.83%** ☐ Skate parks: **37.93%** ☐ Sports courts/fields: **31.03%** ☐ Walking trails: **58.62%** ☐ Other (please specify): **3.45%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.5.5 – Maintenance Needs: Indicate what parks and open space element need better routine maintenance in the Focus Area. (select all that apply)	☐ Lighting: **79.11%** ☐ Parking areas: **43.11%** ☐ Playground equipment: **50.67%** ☐ Sidewalks: **50.67%** ☐ Signage: **22.22%** ☐ Sports fields: **27.56%** ☐ Trees/landscaping: **46.22%** ☐ Other (please specify): **12.89%** ▪ Garbage cans, General security needs, Restrooms ***The percentage under each response indicates the number of participants that chose that element.*	☐ Lighting: **73.33%** ☐ Parking areas: **30.00%** ☐ Playground equipment: **43.33%** ☐ Sidewalks: **53.33%** ☐ Signage:**13.33%** ☐ Sports fields: **30.00%** ☐ Trees/landscaping: **63.33%** ☐ Other (please specify): **6.67%** ▪ Garbage, Sewage ***The percentage under each response indicates the number of participants that chose that element.*

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.5.6 – Park and Open Space Crime Perception: Indicate your personal perception of crime activity in the Focus Area parks and open space areas. (select one)	☐ The parks and open space areas feel safe from crime.: **5.91%** ☐ The parks and open space areas generally feel safe, but I remain cautious of potential criminal activity.: **56.54%** ☐ The parks and open space areas do NOT feel safe; crime regularly occurs.: **37.55%**	☐ The parks and open space areas feel safe from crime.: **10.34%** ☐ The parks and open space areas generally feel safe, but I remain cautious of potential criminal activity.: **58.62%** ☐ The parks and open space areas do NOT feel safe; crime regularly occurs.: **31.03%**
Q.2.5.7 – Potential Parks and Open Space: Identify any land/property within the Focus Area that you would recommend as a new park or open space area (e.g., describe as street intersections).	☐ Revitalize existing parks ☐ Frey & Wellesley, Havanna and Bowdish, Wellesley & Market, Market & Queen ☐ Beacon hill bike path or park ☐ Hillyard business district	☐ Rochester Heights Park ☐ Market Street ☐ Hillyard ☐ Crestline and Lincoln St
Q.2.5.8 – Desired Enhancements: Describe specific park and open space enhancements that you would like to see in the Focus Area.	☐ Splash pads, water slides ☐ Replace existing playground equipment ☐ Reduce drug use and crime for safety; will allow families with kids to enjoy area ☐ Lighting and security camera / trail cams ☐ Dog park	☐ Rogers HS football field ☐ Art, murals, support local artists in parks ☐ More green space like Kendall yards ☐ Minnehaha; skate park

2.6 - Part 6: Final Thoughts and Recommendations

In the final parts of the surveys, the Project Team wanted to provide additional opportunities for individuals to communicate their recommendations to improve/enhance the land, neighborhoods, businesses, and quality of life within the Hillyard Focus Area boundaries. Table 2.5.a. compares the participant responses too each of the questions (the complete responses are provided in electronic format representing Attachments C and D).

Table 2.6.a: Final Thoughts and Recommendations		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.6.1 – Priorities: Indicate your top priorities for Hillyard's future – these	☐ Commercial Services: **4** ☐ Community Appearance: **2**	☐ Commercial Services: **7** ☐ Community Appearance: **4**

Table 2.6.a: Final Thoughts and Recommendations		
Question	**General Community Responses**	**Rogers High School Responses**
are items/subjects that the City/NEPDA should strive to address/solve in the near future. (place the items in order of importance to you with 1 being your top priority)	☐ Crime and safety: **1** ☐ Environmental Sustainability: **6** ☐ Housing Affordability: **3** ☐ Housing Options: **5** ☐ Jobs and Employment: **7** ☐ Transportation Options: **8** ☐ Utility Service: **9** ☐ Other (please specify)	☐ Crime and safety: **2** ☐ Environmental Sustainability: **5** ☐ Housing Affordability: **1** ☐ Housing Options: **3** ☐ Jobs and Employment: **6** ☐ Transportation Options: **8** ☐ Utility Service: **9** ☐ Other (please specify)
Q.2.6.2 – One Big Project: Describe one community improvement project/initiative that you would like to see added to Hillyard (including the business district, employment areas, and neighborhoods).	☐ Neighborhood watch/ crime prevention ☐ Sidewalks, bike paths, accessibility to surround areas ☐ Beautification of area through, art, murals or honoring First Nations	☐ Community focused spaces; parks, gardens ☐ Keep historic buildings ☐ Areas to hangout; arcade or restaurants ☐ Improve crime and safety of area
Q.2.8.3 – Other Comments: State any other ideas for Hillyard that would improve quality of life and support revitalization.	☐ Focus on cleaning up area of drugs, crime and graffiti ☐ Keep Hillyard charm and revitalize its beauty	☐ Turf field ☐ Sidewalks for walkability ☐ Street lighting for safety ☐ Cleanup Hillyard

February 2024 : Stakeholder Interview

Based on the interview feedback, the following list key themes the participants identified for the Hillyard Focus Area.

- **Local Perceptions –** Most participants noted that the Hillyard Neighborhood struggles to shed negative perceptions and has carried a stigma for several decades. Conversely, all participants acknowledged that *The Yard* presents astounding opportunity for additional industrial and job-creating businesses.

- **Crime and Safety –** Most participants acknowledged that Hillyard exhibits negative signs relating to crime and safety. This is due to both confirmed/perceived criminal activity, deferred property maintenance, and walking hazards.

- **Housing –** All participants expressed the need for housing (at the both the neighborhood scale and city-wide geographies). Several participants expressed a concern for potential gentrification and resident displacement as the area evolves and rental rates continue to rise. Most participants recommended that the City/NEPDA entice new housing projects to Hillyard and use those projects

as an effective revitalization tool. Participants also expressed compatibility concerns between industrial and residential land uses.

- **Infrastructure –** All participants acknowledged the area east of the NSC has a long history of infrastructure deficiencies relating to under-improved streets and a lack of utility service. All participants felt the lack of adequate infrastructure impedes the community's ability to attract (and retain) manufacturing, distribution, and other job-creating industries.

- **Freya Street –** Most participants expressed the importance of Freya Street to serve as a primary freight corridor. All participants stressed the need to improve that corridor to accommodate freight movement and to provide access to area industries.

- **Florida Street –** Several participants acknowledged the need to improve Florida Street as another important north-south thoroughfare in the legacy industrial areas. Participants noted that several large redevelopment sites are present along Florida Street; roadway improvements would open up development potential.

- **E. Wellesley Avenue Business District –** All participants expressed support (and need) to establish a new Business District along E. Wellesley Avenue (east of Freya Street and leading into Beacon Hill). Participants felt a new Business District will help revitalize The Yard, provide much needed commercial services, create opportunities to introduce housing, and capitalize on the future residential project atop Beacon Hill.

- **Haven Street –** Multiple participants indicated that Haven Street is unattractive and difficult to navigate on bike/foot. Some participants requested the City perform streetscape enhancements to that corridor (to complement improvements to Market Street).

- **Pedestrian Bridge –** Most participants acknowledged the disconnect between West and East Hillyard as the NSC poses a physical barrier and the existing routes along Francis Avenue and E Wellesley Avenue are less comfortable to pedestrians. Several participants recommended that the City (or its government partners) construct a new bridge over the NSC (mid-way between Francis Ave. and Wellesley Ave.).

- **Transit Service / Amenities –** Multiple participants acknowledged the lack of transit service in East Hillyard and that transit access is an important consideration for individuals to obtain employment. At the same time, participants acknowledged that the lack of density in that area may deem new transit service infeasible in the near-term; whereas, participants recommended identifying interim mobility solutions. A few participants expressed the need for transit shelters in West Hillyard (where none existing today).

- **Action Plan –** All participants expressed the need for the City/NEPDA to develop a vision and action plan for Hillyard. Many participants expressed frustration that the City has not prioritized the area in terms of infrastructure and community amenities.

Community Conversations and Local Priorities

Subarea plans are most compelling when they reflect the desires, needs, and aspirations of residents and area stakeholders. The Subarea Plan is intended to guide the long-term maintenance and evolution of the Hillyard neighborhood, whereas the vision, capital projects and strategic actions should align with local values, preferences, and goals from community members.

The Subarea Planning process for Hillyard included collaboration with local stakeholders, business representatives, and residents. The goal was to identify community priorities that reflect local values and individual aspirations for their community. As part of the project commencement, the Project Team defined a formal engagement plan aimed to invite community members, government partners, and City departments to actively participate in the Subarea Planning process. This section describes the main engagement activities; the subsequent sections summarize engagement feedback and main takeaways. Appendix H provides summaries of the community engagement activities that were conducted over the course of the project.

The Engagement Plan Overview

The Project Team implemented a Community Engagement Plan through the duration of the planning process. The Engagement Plan aims to involve local stakeholders at key project milestones so that the resulting Subarea Plan reflects local ideas, opinions, and preferences as they relate to land use, urban design, economic opportunity, and capital investments. Feedback solicited from outreach and engagement events guided planning recommendations and revitalization strategies for the Focus Area and were incorporated into key elements of this Subarea Plan.

Engagement Audiences

The Project Team created and maintained a roster of organizations and other individuals that were engaged through the planning process. The following describes the main groups that were engaged during the Subarea Planning process.

- **Project Team** – This includes designated staff representatives from The City of Spokane, NEPDA, Stantec, and other consultant partners (including Agnew::Beck, EPS, and Fehr & Peers). These individuals/entities served as lead and co- facilitators for the engagement

activities, provided the core research and analysis functions, and drafted the final recommendations for the resulting Subarea Plan.

- **Neighborhood Residents and Representatives** – This includes residents living in and around the Focus Area. This also includes representatives/leaders from neighborhood and community organizations that are focused on specific geographies/neighborhoods within the larger Focus Areas (e.g., The Hillyard Neighborhood).
- **Property Owners** – This includes individuals/companies that own property within the Focus Area boundaries.
- **Business Owners** – This includes individuals/companies with active businesses within the Focus Area boundaries.
- **Real Estate and Developer Advisors** – This includes realtors, land brokers, and development entities that have experience with land sales, leasing, development projects, and the general real estate industries.
- **Transportation Agencies** – This includes State and local transportation agencies focused on roadways, transit, pedestrian, bicycle, and other mobility services/facilities (e.g., City's Integrated Capital Management – ICM, Washington Department of Transportation – WSDOT, Spokane Transit Authority).
- **Utility and Public Service Providers** – This includes government agencies and utility companies focused on potable water, sanitary sewer, drainage/stormwater management, power/electricity, internet/communications, public education, and other public services (e.g., ICM, Avista).
- **Plan Commission** – This includes the City of Spokane Plan Commission membership.

Engagement Activities

The Subarea Planning project included the following engagement activities (the subsequent sections herein provide more detail for each). The Project Team identified participants/target audiences based on the intended topics and information sought for individual engagement activities/events.

Engagement Activity #1: Project Team Collaboration

The Project Team participated in bi-weekly project collaboration meetings aimed to manage the project tasks, review/assess existing conditions and technical data, review/evaluate community engagement feedback, and define potential strategies to improve area conditions while responding to analytical data and stakeholder feedback).

Engagement Activity #2: Steering Committee

The Project Team convened a formal project Steering Committee comprising City/NEPDA staff, agency partners, community representatives, residents, area business/property owners, and individuals from the developer/real estate industries. The Steering Committee provided guidance

and feedback at key project milestones (e.g., visioning, concept plan review, and final recommendations). The first Steering Committee was held September 2023 to identify community needs and opportunities throughout the Focus Area, specifically the Hillyard Business District and the Western Subarea regions.

- **Steering Committee Themes:**

The unique role/character of the Hillyard Business District (when compared to the larger City).

Flexible zoning area with many industries and blue-collar jobs
There is an image/perception problem for the neighborhood, needs placemaking/branding to attract visitors.
Buildings difficult to retrofit and often located on small lots.
Crime is a challenge.

Vision (or ideas) for the Hillyard Business District in terms of land uses, amenities, and identity.

Wellesley and arterials – require flexibility of use and open space to allow for more activities.
Service industry uses and flexible food vendors (e.g., food trucks)
Avoid land use conflicts between industrial area and Beacon Hill
Recognize housing enclaves (in The Yard)
Capitalize on presence of industrial uses and blue-collar jobs.
Need to reactivate building frontages.
Need streetscaping and corridor facility improvements.

Near- and long-term challenges facing the Hillyard Business District (and the surrounding residential areas) and infrastructure and transportation needs for the district to thrive.

Limited land availability; fragmented lots/ parcels are challenging.
Taxes have increased.
Wellesley – get utilities/water/gas/high speed internet (improve utilities infrastructure)
Coordinate Haven/Wellesley. Freya is an important N/ S connector. (Examine efficiencies on key corridors; include multimodal)
The large parcels – owners are less interested in action, many just lease.

Near- and long-term opportunities for the Hillyard Business District.

Lacking mid-sized facilities. ½-1 acre. 6k – 10k.
Need varied housing options.
There may be a need for a new school.

Engagement Activity #3: Community Surveys (on-line)

The Project Team (with Stantec as the lead) hosted two online surveys aimed to capture local perspectives on area conditions, public need, and aspirations for enhancements. One survey was targeted to the general community, and the second survey was tailored to the faculty, staff, and students affiliated with Rogers High School. The surveys were created through SurveyMonkey and ran concurrently between October 26, 2023, and December 11, 2023. The following subsections summarizes the participant feedback and key findings.

Community Survey Key Findings

This section summarizes the participant feedback from the two online surveys related to the Hillyard Focus Area. 311 individuals participated in the community-wide survey, and 29 individuals participated in the Rogers High School Survey. Below lists the key findings, based on survey responses:

- **Hillyard Business District Enhancements** – Based on the responses from both the surveys, there is a community desire to grow the Hillyard Business District into a much more thriving activity center with additional restaurants, specialty retail, medical care, and professional services. There is also a desire to create more public open space areas, enhance access and mobility, and improve property maintenance conditions. For the Haven/Market Street corridors, the survey responses do not indicate community consensus on whether to reconfigure and/or enhance those corridors (the surveys revealed diverse opinions on this topic).

- **Residential Neighborhoods** – Based on survey responses, the existing neighborhoods have a variety of housing options but there is a need for additional choices. Two- and three-bedroom units are the most sought-after unit sizes. The respondents indicated that houses, accessory dwelling units, small-scale apartments (4-6 units), duplexes, and townhouses are considered appropriate new housing options for the residential neighborhoods (there is less support for large apartment buildings, mobile homes, and shared housing options). There is also a desire to address deferred maintenance conditions related to private properties, sidewalks, streets, and parks.

- **Industrial/Employment Areas** – Based on survey responses, the legacy industrial areas (east of the North Spokane Connector) are thought to be a functional employment center but needs enhancements. There is a desire to address unimproved streets, provide better pedestrian and bicycle facilities, and add transit service in the industrial/employment areas. There is also a desire to increase the business diversity including adding restaurants and commercials services.

- **Parks and Recreation** – Based on the survey responses, individuals patronize the parks and open spaces within the Focus Area at a variety of frequencies. Beacon Hill, the Children of the Sun Trail, Jim Hill Park, Shipley-Harmon Park, and the Hillyard Aquatic Park are regularly used facilities. Most participants indicated that the existing parks need more enhanced spaces, lighting improvements, and sidewalk maintenance.

- **Crime and Safety** – Based the survey responses, criminal activity represents a community concern; crime is a concern in area parks, within the industrial area, the Hillyard Business District, and the residential neighborhoods. Walking and biking safety (and comfort) is also a concern. In the Hillyard Business District, individuals felt it is generally safe to walk/bike, but the area needs improvements. For the industrial/employment area, many felt the area was not necessarily safe and comfortable to walk/bike.

Engagement Activity #4: Stakeholder Group Interviews

Stantec conducted five (5) stakeholder interviews between January 24, 2024, and February 9, 2024 to obtain local perspectives and feedback relating to existing conditions/ local perceptions, opportunities/constraints, and desired long-range outcomes for the Focus Area and the Subarea Plan process. These represent Batch 1 of the interview summaries. The Batch 1 interviews included virtual conversations with stakeholders representing Spokane County, the Avista Corporation, the development community, the Hillyard Neighborhood Council, and a retired economic development individual. Based on the interview feedback, the following list key themes the participants identified for the Hillyard Focus Area.

- **Local Perceptions –** Most participants noted that the Hillyard Neighborhood struggles to shed negative perceptions and has carried a stigma for several decades. Conversely, all participants acknowledged that *The Yard* presents astounding opportunity for additional industrial and job-creating businesses.

- **Crime and Safety –** Most participants acknowledged that Hillyard exhibits negative signs relating to crime and safety. This is due to both confirmed/perceived criminal activity, deferred property maintenance, and walking hazards.

- **Housing –** All participants expressed the need for housing (at the both the neighborhood scale and city-wide geographies). Several participants expressed a concern for potential gentrification and resident displacement as the area evolves and rental rates continue to rise. Most participants recommended that the City/NEPDA entice new housing projects to Hillyard and use those projects as an effective revitalization tool. Participants also expressed compatibility concerns between industrial and residential land uses.

- **Infrastructure –** All participants acknowledged the area east of the NSC has a long history of infrastructure deficiencies relating to under-improved streets and a lack of utility service. All participants felt the lack of adequate infrastructure impedes the community's ability to attract (and retain) manufacturing, distribution, and other job-creating industries.

- **Freya Street –** Most participants expressed the importance of Freya Street to serve as a primary freight corridor. All participants stressed the need to improve that corridor to accommodate freight movement and to provide access to area industries.

- **Florida Street –** Several participants acknowledged the need to improve Florida Street as another important north-south thoroughfare in the legacy industrial areas. Participants noted that several large redevelopment sites are present along Florida Street; roadway improvements would open up development potential.

- **E. Wellesley Avenue Business District –** All participants expressed support (and need) to establish a new Business District along E. Wellesley Avenue (east of Freya Street and leading into Beacon Hill). Participants felt a new Business District will help revitalize The Yard, provide much needed commercial services, create opportunities to introduce housing, and capitalize on the future residential project atop Beacon Hill.

- **Haven Street –** Multiple participants indicated that Haven Street is unattractive and difficult to navigate on bike/foot. Some participants requested the City perform streetscape enhancements to that corridor (to complement improvements to Market Street).

- **Pedestrian Bridge –** Most participants acknowledged the disconnect between West and East Hillyard as the NSC poses a physical barrier and the existing routes along Francis Avenue and E Wellesley Avenue are less comfortable to pedestrians. Several participants recommended that the City (or its government partners) construct a new bridge over the NSC (mid-way between Francis Ave. and Wellesley Ave.).

- **Transit Service / Amenities –** Multiple participants acknowledged the lack of transit service in East Hillyard and that transit access is an important consideration for individuals to obtain employment. At the same time, participants acknowledged that the lack of density in that area may deem new transit service infeasible in the near-term; whereas, participants recommended identifying interim mobility solutions. A few participants expressed the need for transit shelters in West Hillyard (where none existing today).

- **Action Plan –** All participants expressed the need for the City/NEPDA to develop a vision and action plan for Hillyard. Many participants expressed frustration that the City has not prioritized the area in terms of infrastructure and community amenities.

Engagement Activity #5: Hillyard Festival

The Project Team hosted an information booth (or "pop-up engagement event") at the Hillyard Festival to inform community members of the Subarea Plan and to solicit feedback relating to local needs, desires, and aspirations for the Focus Area. The booth included a map of the Focus Area, project information flyers, and question cards.

Engagement Activity #6: Community Workshops

The Project Team facilitated two (2) community workshops for the Focus Area aimed to create an interactive venue for residents and other stakeholders to learn about the subarea planning process and provide their feedback relating to desired enhancements, community need, future district character, and potential revitalization strategies. The Project Team also hosted a Discovery Walking Tour of the associated business to identify opportunities, challenges, and key priorities as it relates to community planning/revitalization. The main themes emerging from those activities included protecting the history and culture of Hillyard; adding affordable, Mixed-use development; making roads accessible and safe; and building public spaces. More specifically:

- Shabby "transient" culture is an asset to Hillyard. Its industrial and residential history has created a unique, blue-collar district referred to as the "Outlaw" part of town. At the same time, there's a need to update and build new assets in the neighborhood – particularly a greater mix of housing. The question is how Hillyard should evolve while maintaining [or growing] it's unique character.

- Housing is in-demand. There is a desire for housing of different types – owner/renter occupied, large/small units, large/small buildings. People said small or fragmented lots were available, but that there is a limited stock of medium or large redevelopment sites. Past façade programs were appreciated and considered a further opportunity to improve unique façades and perhaps inspire neighborhood gatherings, and authentic branding.
- Safety was a concern but mostly around traffic. Fast thoroughfares, uneasy crossings, lack of bike/ped/transit facilities were repeatedly said to be challenges. There was hope for facility improvements for waking, rolling, and transit – even suggestion of 'golf cart' accessibility – likely looking for leisurely and comfortable multimodality. There appeared to be both excitement and apprehension for a new Children of the Sun trail providing connections but without a clear plan for maintenance.
- Parks were mentioned as community assets (if in need of maintenance), but commercial areas and corridors were more frequently described as the community center. Stressed was the need for greater gathering space, a public plaza, or *third place* (not work or home) where people feel comfortable to pass or meet. The United Building and adjacent alley were mentioned.

Maintaining affordability in the neighborhood was fundamental to the conversations. The middle-class jobs, housing, and character are loved, and people want to protect it.

Engagement Activity #7: Plan Commission Work Sessions

The Project Team facilitated two (2) work sessions with the City of Spokane's *Plan Commission* aimed to obtain feedback, guidance, and preliminary planning/revitalization ideas for the Focus Area. The Project Team has engaged with the Planning Commission on two occasions: at the beginning of the project (June 2023) and during a walking tour. The commission was informed about project progress at these events, and the Project Team answered commissioner questions.

The Community's Priorities

Themes

The community members who participated in the Subarea Planning process (as described in the previous chapter) provided insightful information related to both personal preferences and aspirations for how the Hillyard neighborhood will grow and evolve into the future. The Project Team used these sentiments to guide the vision and strategies for the Hillyard Focus Area. Based on these engagement activities, the participant feedback can be categorized into the "Community Priorities" for Hillyard. These priorities support the community's desire to create a much more diverse, vibrant destination that serves as another center for civic life.

These priorities also aim to address specific area-wide issues and challenges as they relate to revitalization and neighborhood vitality, ranging from streetscape enhancements to reactivating abandoned properties. When incorporated into the Subarea Planning process, Community Priorities can help improve quality of life conditions, functionality, and aesthetics that will make the Focus Area more appealing for residents, visitors, and business enterprises. In short, "Community

Priorities" can be interpreted as the major themes that the community wants to embody through this Subarea Planning process. The following themes were categorized based on engagement feedback:

- **Local Perceptions –** Most participants noted that the Hillyard Neighborhood struggles to shed negative perceptions and has carried a stigma for several decades. Conversely, all participants acknowledged that *The Yard* presents astounding opportunity for additional industrial and job-creating businesses.

- **Crime and Safety –** Most participants acknowledged that Hillyard exhibits negative signs relating to crime and safety. This is due to both confirmed/perceived criminal activity, deferred property maintenance, and walking hazards.

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- **Action Plan –** All participants expressed the need for the City/NEPDA to develop a vision and action plan for Hillyard. Many participants expressed frustration that the City has not prioritized the area in terms of infrastructure and community amenities.

The Project Objectives

The following project objectives are derived from the community priorities described in the previous section.

Project Objective 1: Create Distinctive Places (Plan Areas) - Distill the project area into six distinct Plan Areas that differ in scale, intensity, land use mix, and character. Recognize that the Hillyard area must accommodate a wide variety of uses, from residential to industrial. Provide guidance for necessary zoning / regulatory chances and financial programs to achieve the desired character.

Project Objective 2: Enhance Livability – Provide affordable housing so that as the Hillyard area improves, existing residents are not displaced. Improve the public realm to increase real and perceived safety. Increase the availability of mobility options for those who cannot or choose not to drive.

Project Objective 3: Achieve Economic Vitality – Foster redevelopment that provides good jobs to surrounding residents, provides necessary goods and services, and tax revenue to sustain these places.

Project Objective 4: Improve Services – Create new commercial areas to provide goods and services to a revitalized Hillyard area. Allow increased housing density and incentivize mixed-use development to ensure that new business development is sustainable. Invest in infrastructure improvements and complete deferred maintenance of roads and utilities. Public investment upfront can provide the impetus for private investment.

Project Objective 5: Provide Programs and Financial Strategies – Provide programs that can be implemented locally

Appendix F

Urban Framework Plan (UFP)

Appendix F: Urban Framework Plan

Urban Framework Plan Overview

The Urban Framework Plan (UFP) consists of six Plan Areas and their respective planning initiatives to help achieve the community's vision. Hillyard's growth and evolution is driven by leveraging existing assets within each Plan Area, investing in infrastructure improvements, and promoting economic development area-wide. The City, NEPDA, and its stakeholder partners in both the public and private sector should prioritize a range of enhancement projects aimed to improving area conditions and economic vitality. The Plan Areas are defined geographic locations within the larger Focus Area, each containing their own unique challenges and opportunities for growth or revitalization. The Plan Areas are depicted in Figure 1. Each Plan Area and proposed planning initiatives are detailed in the following sections.

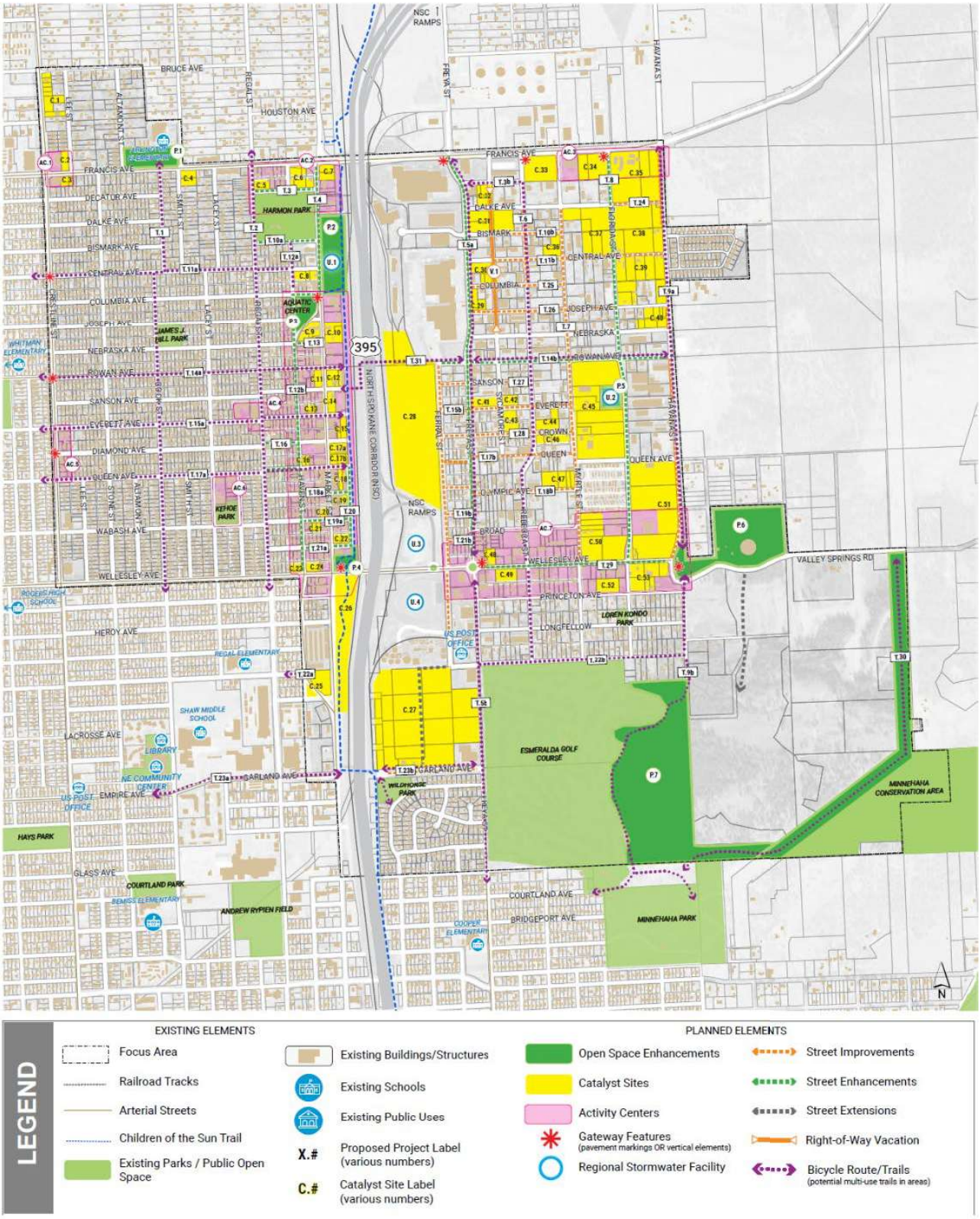

Figure 1- Urban Framework Plan

Catalyst Sites

Catalyst sites within the Urban Framework Plan are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects. The underlying zoning will drive the resulting development programs in terms of project design and land uses. It is important to note that some catalyst sites have existing structures; in those situations, there is potential to either adaptively reuse those buildings or entirely redevelop the sites. The City can target its developer recruitment and economic development efforts to these sites.

Table 1 lists the designated Catalyst Sites and includes information on their location, size, zoning, development status, and potential land use focus as designated in the Preferred Land Use Concept. Figure 1 in this section and the UFP designates these sites in yellow.

Table 1 – Hillyard Urban Framework Plan Catalyst Sites

Label	*Parcels*	*Acreage*	*Potential Use Focus*
C.1	36284.0633 36284.0634 36284.0901 36284.0902 36284.0903 36284.0632 36284.0604 36284.0606	2.05	- Low-medium density residential
C.2	36284.0628	0.54	- Mixed use commercial, employment, and/or housing (on upper floors)
C.3	36331.0506 36331.0525	0.45	- Mixed-use commercial, employment, and/or housing (on upper floors) - Public parking enhancements
C.4	36331.0235 36331.0234	0.92	- Mixed-use with commercial, employment and/or housing (on upper floors) - Enhance site with new buildings, outdoor gathering areas, and landscaping
C.5	36342.0219	0.62	- Residential
C.6	36342.0309 36342.0304 36342.0308 36342.0307 36342.0306	1.47	- Medium- high density residential
C.7	36342.0401 36342.0402	0.85	- Mixed-use with commercial, employment, and/or housing (on upper floors)

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.8	36342.1310 36342.1311 36342.1312	0.86	- Medium-high density residential
C.9	36342.1917 36342.1916 36342.1907	1.3	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Nebraska Avenue and Market Street
C.10	36342.2003 36342.2004	1.54	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Market Street - Pedestrian trail connections
C.11	36343.0307	0.5	- Mixed use with commercial, employment, and/or housing (on upper floors - Commercial services along Market Street
C.12	36343.0206 36343.0202 36343.0203 36343.0205	1.1	- Mixed use with commercial, employment, and/or housing (on upper floors) - Live/work units - Alley access
C.13	36343.0609 36343.0610 36343.0611	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.14	36343.0708 36343.0704	0.62	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.15	36343.1001 36343.1010 36343.1011 36343.1009 36343.1006 36343.1007	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.16	36343.1408 36343.1409	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.17a	36343.1513	0.67	- Mixed use with commercial, employment, and/or housing (on upper floors) - Pedestrian trail connections

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.17b	36343.1515 36343.1514 36343.1511 36343.1512	0.65	- Park/open space enhancements - Pedestrian trail connections
C.18	36343.1803 36343.1801 36343.1802 36343.1811	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.19	36343.2314 36343.2315	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.20	36343.2214	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.21	36343.2707 36343.2706 36343.2705	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.22	36343.2605 36343.2606	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.23	36343.2913 36343.2918	0.55	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.24	36343.3007	0.52	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.25	35032.2303	1.62	- Medium-high density residential
C.26	N/A	6.35	- Park/open space enhancements?
C.27	35032.2001 35032.1901 35032.1406 35032.1405 35032.1501 35032.1601 35032.1702 35032.1006 35032.1005 35032.0901	31.85	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	35032.0801 35032.0701 35032.0304 35032.0303 35032.0402 35032.0501 35032.0403		
C.28	36343.0005 36342.0112 36342.0004	25.30	- Light manufacturing, maker spaces, or commercial
C.29	36341.1602 36341.1607	0.74	- Light manufacturing, maker spaces, or commercial
C.30	36341.1505 36341.1503 36341.1504	1.23	- Light manufacturing, maker spaces, or commercial -
C.31	36341.0909 36341.0908 36341.0810	3.21	- Light manufacturing, maker spaces, or commercial -
C.32	36341.0402 36341.0401 36341.0408	0.88	- Light manufacturing, maker spaces, or commercial
C.33	36341.0108	2.91	- Light manufacturing, maker spaces, or commercial
C.34	36341.3305 36341.3304	2.77	- Light manufacturing, maker spaces, or commercial
C.35	36341.3408 36341.3404 36341.3403 36341.3401 36341.3402	9.29	- Light manufacturing, maker spaces, or commercial
C.36	36341.1209 36341.1207	1.02	- Light manufacturing, maker spaces, or commercial
C.37	36341.3208 36341.3203 36341.3204	5.83	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	36341.3211 36341.3212 36341.3213		- Mixed use with commercial, employment, and/or housing (on upper floors)
C.38	36341.3110 36341.3111 36341.3112 36341.3101 36341.3109 36341.3105	8.62	- Light manufacturing, maker spaces, or commercial - Mixed use with commercial, employment, and/or housing (on upper floors) -
C.39	36341.3013 36341.3009 36341.3008 36341.3007 36341.3006 36341.3016 36341.3017 36341.3002 36341.3005	6.89	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.40	36341.2504 36341.2503 36341.2502 36341.2501 36341.2515 36341.2516 36341.2522 36341.2523	2.04	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.41	36344.0709	1.02	- Light manufacturing, maker spaces, or commercial -
C.42	36344.0506	0.62	- Light manufacturing, maker spaces, or commercial -
C.43	36344.0907 36344.0904	1.09	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.44	36344.1002 36344.1007	1.24	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.45	36344.0212 36344.0214 36344.0215 36344.0204 36344.0208 36344.0210 36344.0209 36344.0206	17.23	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.46	36344.1103 36344.1102 36344.1101	1.26	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.47	36344.1520 36344.1513 36344.1514 36344.1515	2	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.48	36344.1845 36344.1848 36344.1833	0.76	- Mixed use light manufacturing, flex space, and or employment
C.49	35031.0924	1.03	- Mixed use light manufacturing, flex space, and or employment
C.50	36344.2002 36344.2003 36344.2011 36344.2012 36344.2008 36344.2014	6.15	- Mixed use light manufacturing, flex space, and or employment
C.51	36344.2101 36344.2104	14.08	- Mixed use light manufacturing, flex space, and or employment

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	36344.2108 36344.2110 36344.2109		
C.52	35031.6101	1.15	- Low-medium density residential (townhouses)
C.53	35031.0108 35031.0109 35031.0110 35031.0104 35031.0105 35031.0106	3.26	- Mixed use commercial, employment, and/or housing (on the upper floors) - Multi-family housing - Townhouses

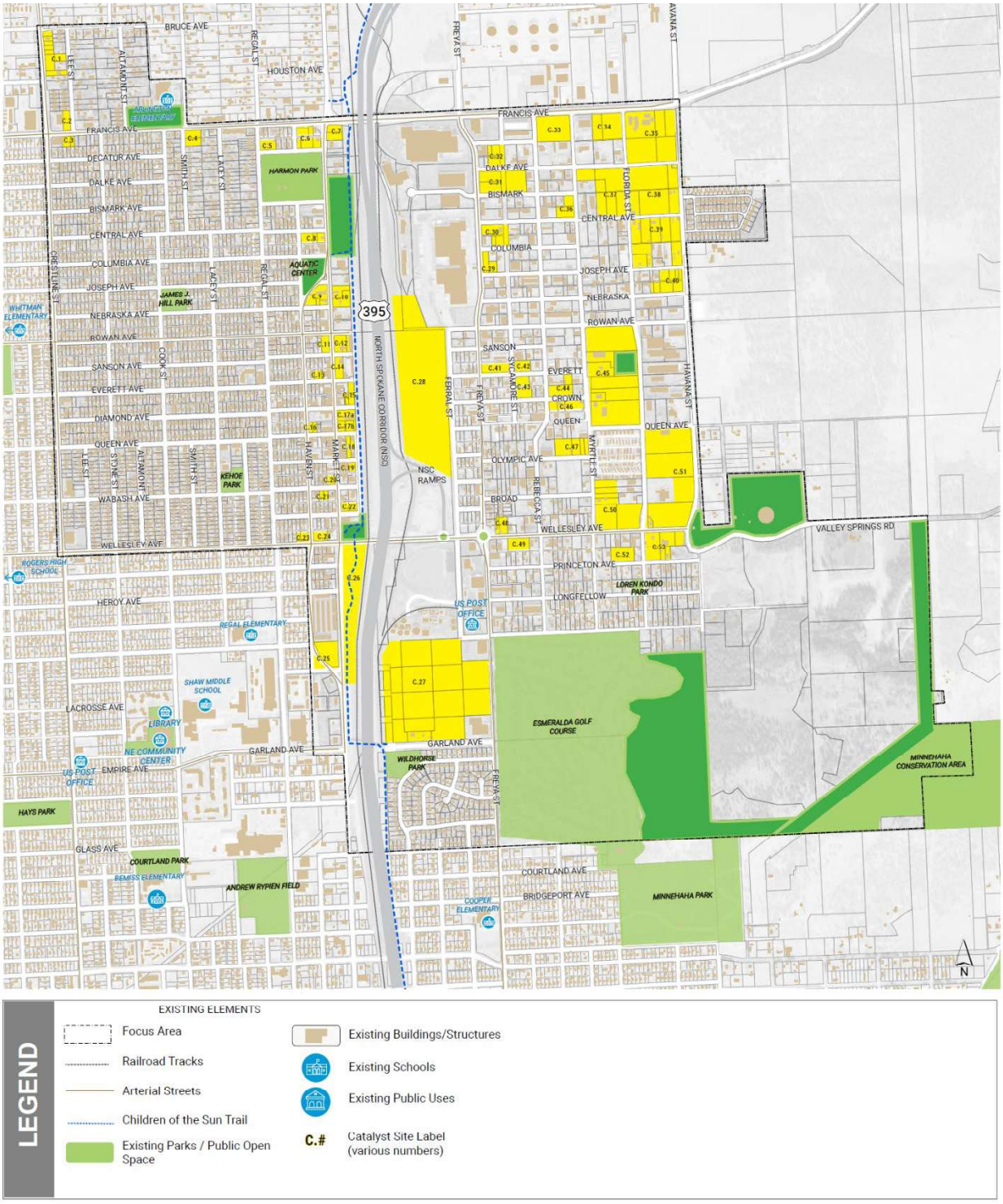

Figure 2 - Catalyst Sites

Planning Initiatives

The planning initiatives pinpoint near- and long-term actions related to land use, transportation, and urban design-related components for each of the Plan Areas, with a goal of enhancing functionality, connectivity, and investment opportunities in the Hillyard neighborhood. These include improvements to access and streetscapes, designating catalyst sites and activity centers, and parks/open space projects. The primary concept of the UFP and its associated planning initiatives is to visually represent the types of projects/actions that would enhance each Plan Area, stimulate activity, and transform the Hillyard neighborhood into a more vibrant destination.

The planning initiatives correlate to the Plan Areas in the UFP and organize enhancement ideas into planning groups that include (i) Activity Center Designations, (ii) Transportation/Mobility Projects, (iii) Right-of-Way Vacations, (iv) Utility Projects, and (v) Open Space Enhancements. The individual projects/initiatives depicted on the UFP are further detailed in the various elements of this subarea plan. The planning initiatives are summarized below.

- **Activity Center Designations (AC #):** Activity center designations are intended to help concentrate investment and redevelopment efforts in areas that have the most regional impact to support and expand economic productivity. Activity centers identified in the subarea planning process are distinguished by their existing community assets and accessibility. These characteristics contribute to their potential to stimulate economic, social, and civic activity. Designating activity centers can help strategically cluster commercial, retail, and recreation in priority areas to create a critical mass of destinations, ultimately establishing a walkable and vibrant district. Activity centers can be formally designated in the city's Comprehensive Plan paired with associated goals/policies to guide future development. The City can also introduce zoning refinements so properties within defined activity centers possess additional land use allowances and flexibility.
    - **Mixed-use Neighborhood Center:** The Subarea Plan designates five areas (Activity Center 1, 2, 3, 5, and 6) throughout the Focus Area as Mixed-Use Neighborhood Center. These areas are generally located outside of the Hillyard "core" in existing lower density residential neighborhoods. With several catalyst sites identified in these activity centers, these areas are well positioned to diversify and intensify uses and evolve into compact, walkable blocks. This can be achieved by providing a blend of residential and commercial uses that are compatible in scale with surrounding uses. Key characteristics of mixed-use neighborhood center include pedestrian-oriented amenities supported by community-serving uses such as coffee shops, grocery stores, and retail establishments.
    - **Hillyard Business District (AC.4):** The Hillyard Business District encompasses the properties along Market Street and Haven Street between Columbia Avenue and Princeton Avenue. Market Street is known as Hillyard's core and is lined with restaurants, antique stores, and boutique shops. This activity center designation

provides an opportunity to strengthen and grow established nodes of activity so future investment can occur in this area. The Subarea planning process also identified several catalyst sites within the Hillyard Business District prime for redevelopment, which can transform brownfields and underutilized properties into productive community assets

- **East Wellesley Corridor District (AC.7)**: The East Wellesley Corridor District consists of the properties east of the railroad along Wellesley Avenue, between Broad and Princeton Avenues. Currently, light industrial operations make up the foundation of this area; there is an opportunity to create a mixed-use node along this corridor to accommodate and allow for a broad variety of uses that build upon and expand on existing facilities. This can include scaled light manufacturing, artisan trades and maker spaces, while introducing additional housing and commercial services.

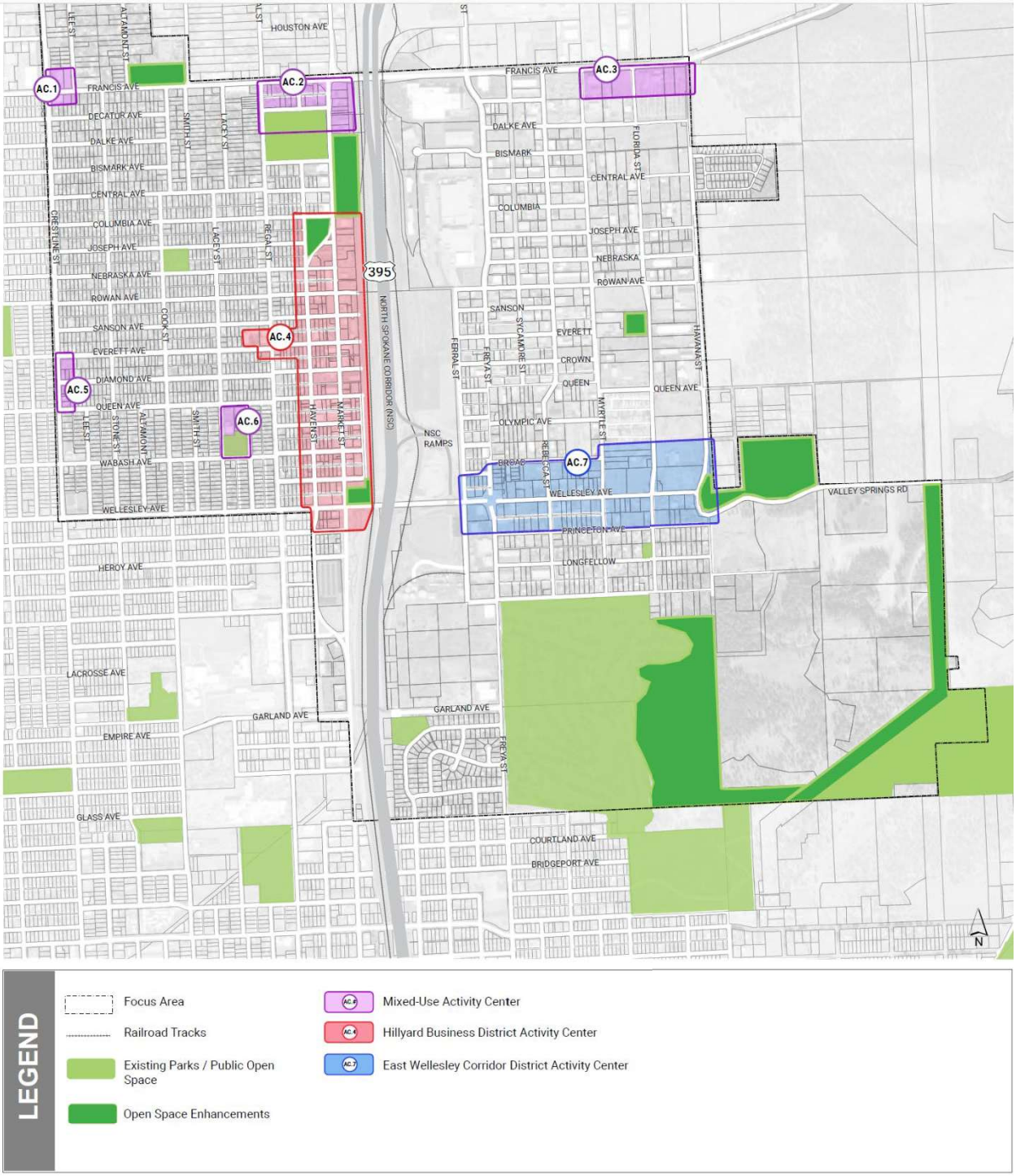

Figure 3 - Activity Centers

- **Transportation Mobility Projects (T.#):** Streetscape improvements such as quality sidewalks, landscaping, street furniture, bicycle facilities and lanes, and traffic calming elements create walkable communities that reduce the dependence on vehicular travel and, thus, the need for parking space. Integrating universal design principles into these improvements will further support access for multiple generations and individuals with limited mobility (e.g., ADA design standards). The City should continue to identify and prioritize streets for these improvements while utilizing the Pedestrian Improvement Plan as a guiding document; streets serving as economic corridors should be prioritized foremost.

- **Right-of-Way Vacations (V.#)**: Right-of-way vacations provides an opportunity for landowners to develop portions of their property that would otherwise be restricted by an existing public right-of-way easement. If a public road is underutilized, a right-of-way vacation can be implemented to promote the development of the vacant corridor. In the context of the Focus Area, the portion of N Sycamore Street between Decatur and Nebraska Avenues is a prime candidate for right-of-way vacation due to its underutilization and potential for redevelopment projects.
    - N Sycamore St. area
- **Utility Projects (U.#):** Utility projects and infrastructure improvements play a critical role in supporting subarea planning to ensure that the area is well equipped for future growth and development. To support redevelopment, new utility connections and infrastructure will be needed to accommodate new and existing residents and future businesses. Furthermore, stormwater capture and management actions can help create green space and support groundwater recharge in an area. The Focus Area contains four (4) separate stormwater facilities that would greatly benefit from an upgrade.

- **Park/Open Space Enhancements (P.#):** Open space, such as parks and playgrounds, provide communities with accessible places to gather, recreate, relax, and exercise. Most importantly, these areas are often the sites of community events and are major focal points of community cohesion and placemaking. Enhancements to open space include improvements to parks and/or public spaces where community members gather or congregate. Quality open space areas are major attractors and foster an environment where individuals want to visit and patronize area businesses. The Focus Area contains several open spaces that could greatly benefit from targeted enhancements.



Figure 4 - Park/Open Space Enhancements

- **Catalyst Sites:** Catalyst sites are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects. The underlying zoning will drive the resulting development programs in terms of project design and land uses. It is important to note that some catalyst sites have existing structures; in those situations, there is potential to either adaptively reuse those buildings or entirely redevelop the sites. The City can target its developer recruitment and economic development efforts to these sites.

  The sections below list the designated Catalyst Sites in each Plan Area and includes information on their location, size, zoning, development status, and potential land use focus

as designated in the Preferred Land Use Concept. Figure 2 in this section and the UFP designates these sites in yellow.

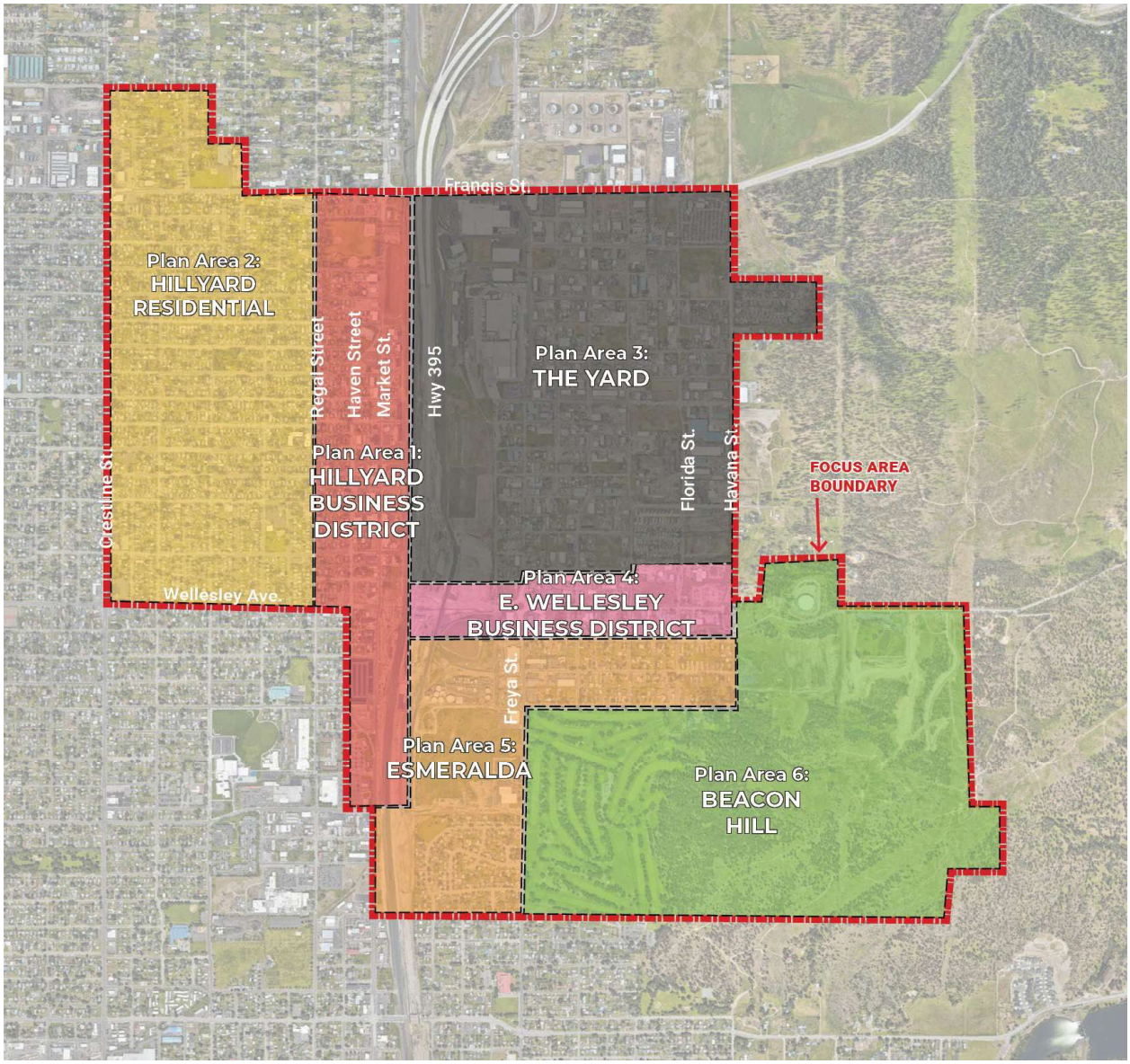

Figure 5 - Hillyard Subarea Plan, Plan Area Map

Plan Area 1: Hillyard Business District Planning Initiatives

Hillyard Business District is located in the heart of the Focus Area, roughly bounded by Regal Street to the west, Hwy 395 and railways to the east, Francis Street to the north, and Garland Street to the south. Established around the rail in the 1800s, this district features distinct architectural elements unique to that era. Today, Market Street in the Hillyard Business District is vibrant with restaurants, antique shops, and boutique stores. The Subarea planning process acknowledges these existing assets and aims to build upon them while introducing transportation, land use, and open space enhancements to improve accessibility, connectivity, and diversify uses. Notably, two activity centers (Mixed-Use Neighborhood Center and Hillyard Business District) were identified as areas optimal for redevelopment. Table 2 outlines these planning initiatives by topic and their associated components. A potential redevelopment scenario incorporating these planning initiatives is shown in Figure 6.

In the long-run, the City can also explore the possibility of de-coupling Market and Haven Street to create a significant redevelopment opportunity around the existing Aquatic Center (Figure 7). This initiative could enhance connectivity, improve traffic flow, and provide more space for green space, mixed-use development, and centralized community amenities.

Proposed improvements also include designating Olympic Avenue and Greene Street as festival streets (Figure 8). These streets attract more visitors and provide opportunities to host community events, boosting sales for local businesses. Greene Street and Olympic Avenue were strategically identified for their prime locations, prominent business presence, and proximity to the Children of the Sun Trail. To prioritize the pedestrian experience, festival street components can include unique pavement markings, traffic calming features, string lights, and public art.

Table 2 Plan Area 1: Hillyard Business District Planning Initiatives List

Label	***Project/Imitative***	***Components***
Activity Centers (A.#)		
AC.2	Activity Center 2	Mixed-use neighborhood center
AC.4	Activity Center 4	Hillyard Business District
AC.6		
Transportation Initiatives (T.#)		
T.2	Regal Street Enhancements	Add bicycle lanes
T.3	Decatur Avenue Enhancements	Add sidewalks and street trees
T.4	Market Street Enhancements	Add street trees
T.10a	Bismark Avenue Enhancements	Full street enhancements
T.11a	Central Avenue Enhancements	Add bicycle lanes
T.12a	Haven Street Enhancements	Add bicycle lanes

Table 2 Plan Area 1: Hillyard Business District Planning Initiatives List		
Label	***Project/Imitative***	***Components***
T.12b	Haven Street Enhancements	Full street enhancements[1]
T.13	Nebraska Avenue Enhancements	Full street enhancements
T.14a	Rowan Avenue Enhancements	Add bicycle lanes
T.15a	Everett Avenue Enhancements	Add bicycle lanes
T.16	Diamond Avenue Enhancements	Full street enhancements
T.17a	Queen Avenue Enhancements	Add bicycle lanes Add street trees
T.18a	Olympic Avenue Enhancements	Full street enhancements
T.19a	Wabash Avenue Enhancements	Full street enhancements
T.20	Greene Street Enhancements	Full street enhancements Reconstruct as "Festival Street"
T.21a	Broad Avenue	Full street enhancements
Utility Projects (U.#)		
U.1	Market Street Regional Stormwater Facility	Enhance stormwater facility on NSC parcel
Open Space Enhancements (P.#)		
P.2	NSC Open Space/Stormwater Facility	Landscaping and passive gathering area
P.3	Aquatic Center Site Enhancements	Enlarge and enhance open space area (from vacated ROW)
P.4	Children of the Sun Trailhead	Enhanced gathering area Add art installations Add rental bikes/scooters

[1] Full street enhancements include design elements geared toward pedestrians within the public realm, for example landscaping, lighting, street furniture, etc.



Figure 6 - Hillyard Business District Redevelopment Scenario



Figure 7 - N. Market Street and Haven Street De-Coupling Scenario



Figure 8 - Greene Street and Olympic Avenue Festival Street Designations

Plan Area 2: Hillyard Residential Planning Initiatives

The Hillyard Residential Plan Area is located just west of the Hillyard Business District. This Plan Area extends to Crestline Street to the west, Wellesley Avenue to the south, and Bruce Street to the north. Although the Hillyard Residential Plan Area primarily consists of single-family residential homes, there are opportunities to enhance connectivity and introduce more community-oriented uses. Strategic planning initiatives, including designating key nodes along Crestline Street and Queen Avenue as activity centers, school and park enhancements, and mobility improvements, can help improve access and provide more amenities for Hillyard residents, all while preserving the

neighborhood's existing character. Table 3 lists these planning initiatives for this Plan Area to further enrich the Hillyard neighborhood.

Table 3 Plan Area 2: Hillyard Residential		
Label	***Project/Imitative***	***Components***
Activity Centers (A.#)		
AC.1	Activity Center 1	Mixed-use neighborhood center
AC.5	Activity Center 5	Mixed-use neighborhood center
AC.6	Activity Center 6	Mixed-use neighborhood center
Transportation Initiatives (T.#)		
T.1	Cook Street Enhancements	Add bicycle lanes
T.11a	Central Avenue Enhancements	Add bicycle lanes
T.14a	Rowan Avenue Enhancements	Add bicycle lanes
T.15a	Everett Avenue Enhancements	Add bicycle lanes
T.17a	Queen Avenue Enhancements	Add bicycle lanes Add street trees
Utility Projects (U.#)		
U.2	Florida Street Regional Stormwater Facility	Add regional stormwater facility
Open Space Enhancements (P.#)		
P.1	Arlington Elementary School Site Enhancements	Playground and open space enhancements

Plan Area 3: The Yard Planning Initiatives

The Yard, constituting the majority of the northern portion of the Focus Area, is located east of the Hillyard Business District. It is positioned between Hwy 395 on the west, Francis Street on the north, Havana Street on the east, with its southern boundary stopping just north of Wellesley Avenue. Due to its proximity to the railway tracks, the Yard is currently dominated by light industrial uses. Significant planning efforts have been undertaken for this Plan Area, most notably the 2017 Yard Redevelopment Master Plan. The Yard is envisioned to evolve into a diverse employment center for the region, supporting industrial and commercial uses as well as workforce housing. To help realize this vision, the Subarea planning process proposes a range of planning initiatives to

support future land use and improve connectivity area-wide. Table 4 outlines these planning initiatives for this legacy industrial area of Hillyard.

Table 4 Plan Area 3: The Yard		
Label	***Project/Initiative***	***Components***
Activity Centers (A.#)		
AC.3	Activity Center 3	Mixed-use neighborhood center
Transportation Initiatives (T.#)		
T.3b	Decatur Avenue	Add bicycle lanes
T.5a	Freya Street Enhancements	Full street enhancements
T.6	Julia Street Enhancements	Add bicycle lanes
T.7	Myrtle Street Enhancements	Full street improvements
T.8	Florida Street Enhancements	Add bicycle lanes
T.9a	N Havana Street Enhancements	Full street improvements
T.10b	Bismark Avenue Enhancements	Full street improvements
T.11b	Central Avenue Enhancements	Full street improvements
T.14b	Rowan Avenue Enhancements	Full street enhancements Add bicycle lanes
T.15b	Everett Avenue Improvements	Full street improvements
T.17b	Queen Avenue Improvements	Full street improvements
T.18b	Olympic Avenue Improvements	Full street improvements
T.19b	Wabash Avenue Improvements	Full street improvement
T.24	Dalke Avenue Improvements	Full street improvements
T.25	Columbia Avenue Improvements	Full street improvements
T.26	Joseph Avenue Improvements	Full street improvements
T.27	Sanson Avenue Improvements	Full street improvements

Table 4 Plan Area 3: The Yard		
Label	***Project/Initiative***	***Components***
T.28	Crown Avenue Improvements	Full street improvements
Open Space Enhancements (P.#)		
P.5	Public Works Open Space and Stormwater Facility	Landscaping and passive gathering area

Plan Area 4: E. Wellesley Business District Planning Initiatives

The East Wellesley Business District encompasses the properties along the E. Wellesley Avenue corridor between Hwy 395 and Havanna Street. This Plan Area features numerous legacy industrial uses that should be recognized, supported, and accommodated through appropriate planning initiatives and land use recommendations. These industrial uses form the core of the Plan Area's identity and provide essential jobs. Reestablishing this Plan Area as an Employment Center can offer more flexibility while aligning with the existing land use mix and adjacent properties. Notably, the properties along E. Wellesley Avenue present significant opportunities for infill development, which could include mixed-use commercial, office spaces, and flexspace. Table 5 outlines planning initiatives to support the E. Wellesley Business District vision by topic and their associated components. A potential redevelopment scenario incorporating these planning initiatives is shown in Figure 9.

Table 5 Plan Area 4: Wellesley Business District		
Label	***Project/Initiative***	***Components***
Activity Centers (A.#)		
AC.7	Activity Center 7	E. Wellesley Business District
Transportation Initiatives (T.#)		
T.5a	Freya Street Enhancements	Full street enhancements
T.5b	Freya Street Enhancements	Add bicycle lanes
T.6	Julia Street Enhancements	Add bicycle lanes
T.7	Myrtle Street Enhancements	Full street improvements
T.8	Florida Street Enhancements	Add bicycle lanes
T.9a	N Havana Street Enhancements	Full street improvements
T.21b	Broad Avenue Improvements	Full street improvements
T.29	Wellesley Avenue Enhancements	Full street enhancements

Table 5 Plan Area 4: Wellesley Business District		
Label	***Project/Initiative***	***Components***
Utility Projects (U.#)		
U.3	Wellesley Avenue Regional Stormwater Facility (North)	Enhance stormwater facility
U.4	Wellesley Avenue Regional Stormwater Facility (South)	Enhance stormwater facility



Figure 9 - E. Wellesley District Redevelopment Scenario

Plan Area 5: Esmeralda Planning Initiatives

The Esmeralda Plan Area is located south of the Wellesley Business District, nestled between the Beacon Hill and Hillyard Business District Plan Areas. This primarily residential area hugs the Esmeralda Golf Course to the south and east. It mainly comprises single family residential neighborhoods and features several valued community parks, including Loren Kondo Park and Wild Horse Park. The Subarea planning process aims to preserve the residential character while improving connectivity to surrounding parks and major destinations, such as the Children of the Sun Trail and the E. Wellesley Business District. These improvements could include street extensions, streetscape enhancements, and bike infrastructure. There are also prime catalyst sites that can be positioned to introduce additional residential and community-oriented uses to the Esmeralda neighborhood. Table 6 outlines planning initiatives to support the Esmeralda Plan Area vision by topic and their associated components.

Table 6 Plan Area 5: Esmeralda Planning Initiatives		
Label	***Project/Initiative***	***Components***
Transportation Initiatives (T.#)		

Table 6 Plan Area 5: Esmeralda Planning Initiatives		
Label	***Project/Initiative***	***Components***
T.5b	Freya Street Enhancements	Add bicycle lanes
T.6	Julia Street Enhancements	Add bicycle lanes
T.9b	Havana Street and Esmeralda Golf Course Trail Enhancements	Full street enhancements
T.22a	Rich Avenue Enhancements	Add bicycle lanes
T.22b	Rich Avenue Enhancements	Add bicycle lanes
T.23a	Garland Avenue Enhancements	Add bicycle lanes
T.23b	Garland Avenue Improvements	Full street improvement Add bicycle lanes

Plan Area 6: Beacon Hill Planning Initiatives

The Beacon Hill Plan Area primarily consists of undeveloped open space concentrated around the southeast corner of the Focus Area. It includes several trails, the Esmeralda Golf Course and the Water Reservoir. The City has plans to incorporate additional residential and neighborhood commercial uses within the Beacon Hill Plan Area. Many planning initiatives aim to improve outdoor recreation opportunities enhancing parks/open space, trails, and connections to these areas, such as the Minnehaha Conservation Area. In addition to the following planning initiatives, the Subarea planning process also recommends incorporating land use recommendations to support a more diverse mix of residential and commercial uses. Table 7 outlines planning initiatives to support the Beacon Hill Plan Area vision by topic and their associated components.

Table 7 Plan Area 2: Esmeralda Planning Initiatives		
Label	***Project/Initiative***	***Components***
Transportation Initiatives (T.#)		
T.9b	Freya Street Enhancements	Add bicycle lanes
T.30	Minnehaha Conservation Trail (Avista Power Easement)	Add multi-use path
Open Space Enhancements (P.#)		
P.6	Beacon Hill Reservoir Open Space	Full park development Add bicycle trails
P.7	Minnehaha Conservation Area and Park Enhancements	Trail enhancements Add wayfinding

Appendix G

Hillyard Transportation Analysis and Recommendations

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Appendix G

Hillyard Transportation Analysis and Recommendations

Overview

To understand future transportation demand based on future population and employment growth in the Hillyard Subarea Plan, an analysis was conducted using the Spokane Regional Transportation Council (SRTC) model using the land use assumptions and population/employment forecasts produced by the project team. The SRTC regional travel demand model is used to inform transportation planning across the Spokane region. This roadway demand analysis, previous evaluation of existing conditions, and incorporation of recommendations from previous Hillyard area plans has resulted in a list of transportation project recommendations in the Hillyard Subarea.

Potential development of nearly 6.5 million square feet of new non-residential use and 1.7 million square feet of new residential area will require strategic infrastructure investment. This generally includes the following improvement themes:

- Freight Mobility & Roadway Infrastructure: Design roads to handle heavier freight traffic and improve key arterials for better regional access.
- Multimodal Connectivity: Enhance pedestrian, bike, and transit infrastructure, connecting new residential areas to employment locations.
- Equity & Accessibility: Focus on providing transportation options for underserved communities in Hillyard.

Regional Travel Demand Model

Spokane Regional Transportation Council (SRTC)[1] is a lead agency for transportation planning for the area covered by Spokane County. SRTC manages a regional travel demand model that uses PTV Visum[2] to provide consistency across transportation studies in the region. The SRTC Visum model incorporates approved land use and network assumptions based on the Transportation Improvement Programs and Comprehensive Plans from all jurisdictions in Spokane County.

SRTC provided the project team with the final, SRTC Board-approved Visum models including:

- 2019 SRTC Final Model – received on 12/20/2021 (SRTC 2019 Base FINAL 120921.ver)
- 2045 SRTC Final Model – received on 12/20/2021 (SRTC 2045 Build FINAL 120921.ver)

Fehr and Peers used these approved models to simulate new travel demand generated with the land uses being considered in the Hillyard Subarea Plan.

[1] SRTC is the Metropolitan Planning Organization (MPO) and the state-designated Regional Transportation Planning Organization (RTPO) for Spokane County.

[2] PTV Visum is a transportation planning software that helps users create models to analyze transportation networks and demand. For more information: https://www.ptvgroup.com/en-us/products/ptv-visum

Hilyard Subarea Plan Travel Demand Methodology

Based on the Hilyard Subarea Plan's catalyst site potential and preferred future land use (FLU) alternatives provided by the Stantec project team, Fehr and Peers estimated the number of households and employees in each site (**Table 1**). When ranges of potential development were provided, the higher end of the range was used to forecast the largest potential transportation impact. The following assumptions were used in the conversion process:

- Residential square footage and number of units were provided by the project team and incorporated into the transportation analysis using the higher range of number of housing units.
- Non-residential land uses provided in square footage were converted to number of employees for modeling purposes. This conversion was conducted using recommendations provided by SRTC that were documented in a previous employment density study[3]. For the conversion, one employee was assumed for each:
    - 350 square feet of office area.
    - 700 square feet of commercial area.
    - 500 square feet of industrial area.
- In CC Core, square footage was assumed to be all commercial.
- In CCEC, square footage was assumed to be 25% office and 75% industrial.

The number of households and employees from each parcel were then aggregated based on the SRTC zone (**Figure 1**) in which they are located. The SRTC zones are used in the travel demand model to forecast trip generation and assignment of the vehicle trips to the roadway network.

[3] Snohomish County 2007 Buildable Lands Report Employment Density Study.

Figure 1. SRTC Zone ID

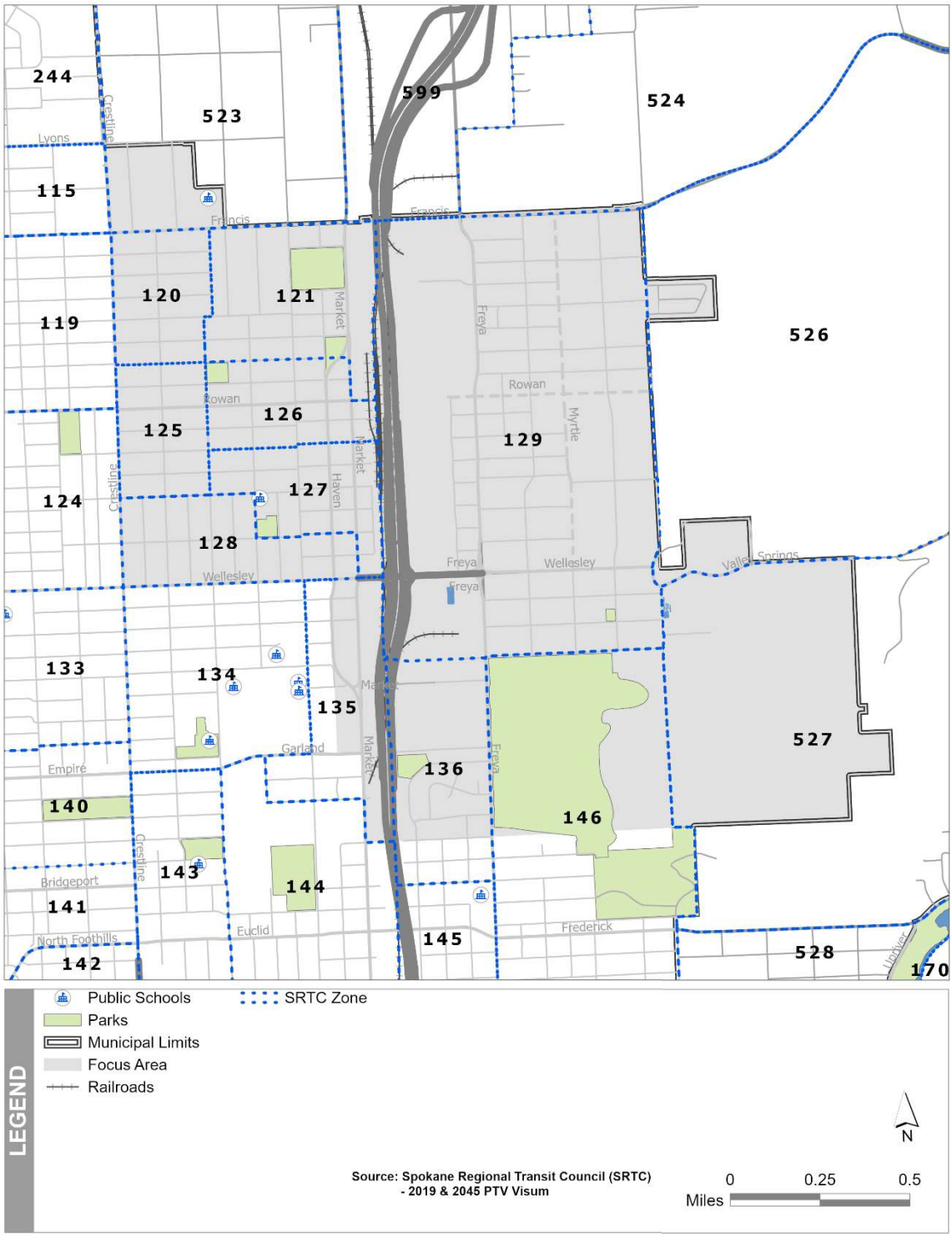

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Table 1. Preferred FLU Estimated Households/Employees and Comparison with Existing 2019 and 2045 SRTC Model

Catalyst Site ID	FLU Category	Residential Area (Square Feet)	Non-Residential (Square Feet)	Estimated Number of Household	Estimated Number of Employee	SRTC Zone ID	2019 Number of Households	2019 Number of Employees	2045 Number of Households	2045 Number of Employees	2045 + FLU Number of Households	2045 + FLU Number of Employees
C.1	Residential Low	17,425		17		523	499	259	502	312	521	312
C.2	Residential Low	4,590		5								
C.3	Commercial		31,853		46	120	280	42	294	42	294	88
C.4	Neighborhood Retail	8,415	20,839	8	30	121	296	101	344	215	392	433
C.5	Office		14,044		40							
C.6	CC Core	15,810		16								
C.7	CC Core		60,167		86							
C.8	CC Core		60,875		87							
C.10	CC Core	47,764	29,447	48	42							
C.9	CC Core	72,201	34,883	72	50	126	304	62	305	142	577	252
C.11	CC Core	85,530	11,326	86	16							
C.12	CC Core	37,026	31,145	37	44							
C.13	CC Core	81,457	8,211	81	12							
C.14	CC Core	21,475	17,555	21	25							
C.15	CC Core	45,912	16,422	46	23	127	324	185	328	285	577	335
C.16	CC Core	42,950	8,494	43	12							
C.17a	CC Core	22,216	18,970	22	27							
C.17b	CC Core	49,615	18,404	50	26							
C.18	CC Core	48,134	8,494	48	12							
C.19	CC Core	22,216	8,211	22	12							
C.20	CC Core	21,475	8,211	21	12							

Catalyst Site ID	FLU Category	Residential Area (Square Feet)	Non-Residential (Square Feet)	Estimated Number of Household	Estimated Number of Employee	SRTC Zone ID	2019 Number of Households	2019 Number of Employees	2045 Number of Households	2045 Number of Employees	2045 + FLU Number of Households	2045 + FLU Number of Employees
C.21	CC Core	22,216	13,138	22	12	128	375	77	376	158	447	166
C.22	CC Core	3,825		4	19							
C.23	CC Core	11,108	9,060	11	-							
	CC Core	13,260		13	13							
C.24	CC Core	38,507	36,695	39	-							
C.25	CC Core	119,964	130,594	120	52	135	158	342	158	582	743	825
C.26	CC Core	426,941	13,241	427	187							
	CC Core	17,425	2,254,502	17	19							
C.27	Light Industrial		286,538		3,221	136	228	44	229	469	229	3,690
C.28	Heavy Industrial		8,381		573	129	294	2,513	297	2,992	695	10,239
C.29	Light Industrial		13,930		17							
C.30	Heavy Industrial		36,355		28							
C.31	Heavy Industrial		9,967		73							
C.32	Heavy Industrial		32,957		20							
C.33	Heavy Industrial		31,372		66							
C.34	Heavy Industrial		105,215		63							
C.35	Light Industrial		11,552		210							
C.36	Light Industrial		66,028		23							
C.37	Heavy Industrial		97,627		132							
C.38	Light Industrial		78,033		195							
C.39	Light Industrial		23,104		156							
C.40	Light Industrial		11,552		46							
C.41	Light Industrial		7,022		23							

Catalyst Site ID	FLU Category	Residential Area (Square Feet)	Non-Residential (Square Feet)	Estimated Number of Household	Estimated Number of Employee	SRTC Zone ID	2019 Number of Households	2019 Number of Employees	2045 Number of Households	2045 Number of Employees	2045 + FLU Number of Households	2045 + FLU Number of Employees
C.42	Heavy Industrial		12,345		14							
C.43	Heavy Industrial		14,044		25							
C.44	Heavy Industrial		195,140		28							
C.45	Heavy Industrial		14,270		390							
C.46	Light Industrial		22,651		29							
C.47	Heavy Industrial		8,607		45							
C.48	Heavy Industrial		60,167		17							
C.49	CCEC	28,424	87,490		193							
C.50	CCEC	38,522	341,467		756							
	CCEC	150,348	522,393		1,157							
C.51	Light Industrial		42,471		85							
	CCEC	140,250	1,195,983		2,648							
C.52	Light Industrial		13,024		26							
C.53	CCEC	43,010	276,911		613							

(129 Continued)

Model Analysis

The 2045 Preferred FLU scenario was modeled and compared with the 2019 and 2045 base models to determine the changes between 2019 and 2045 and the changes between baseline 2045 and the 2045 FLU scenario model. Based on the increased number of households and employees included with the preferred FLU, the model indicates that the most of nearby roads will have between equal to three times the number of vehicles in 2045 compared to the original SRTC 2045 Model, as shown in **Figure 2**. **Table 2** compares the 2045 SRTC Model with new scenario results based on preferred FLU. **Figure 3** shows the existing 2019-2045 SRTC Traffic Volume Growth and **Figure 4** show the existing 2019-SRTC model with the 2045 SRTC model updated with FLU growth scenario.

Table 2: Hillyard Major Streets' 2045 SRTC Model Volumes vs. 2045 FLU Volumes

Street Name	Preferred FLU vs Existing 2045 SRTC Volume Difference	Existing 2019-2045 SRTC Growth Rate	2019-2045 Preferred FLU Growth Rate	2045 Preferred FLU – Existing 2045 SRTC Difference
E Francis Ave	Up to 3x higher	1% to 50% Increase	1% to 50% Increase	+1,950 to +7,350
E Wellesley Ave	Up to 3x higher	51% to 150% Increase	51% to >150% Increase	+200 to +18,900
N Market St	Up to 3x higher	< -50% Decrease to 50% Increase	0% to 150% Increase	+1,700 to +8,250
N Haven St	Up to 3x higher	0% to 50% Increase	0% to 50% Increase	+150 to +7,000
N Crestline St	Up to 3x higher	< -50% Decrease	0%	+350 to +1,500
E Rowan Ave	3x to 10x higher	1% to >150% Increase	101% to >150% Increase	+200 to +2,250
N Freya St	Up to 5x higher	< -50% Decrease to > 150% Increase	0% to >150% Increase	+6,050 to +19,200
N Myrtle St	3x to more than 10x Higher	< -50% Decrease to 50% Increase	>150% Increase	+450 to +6,700

Source: Fehr & Peers.

Figure 2: 2045 SRTC vs. Preferred FLU Growth Rate

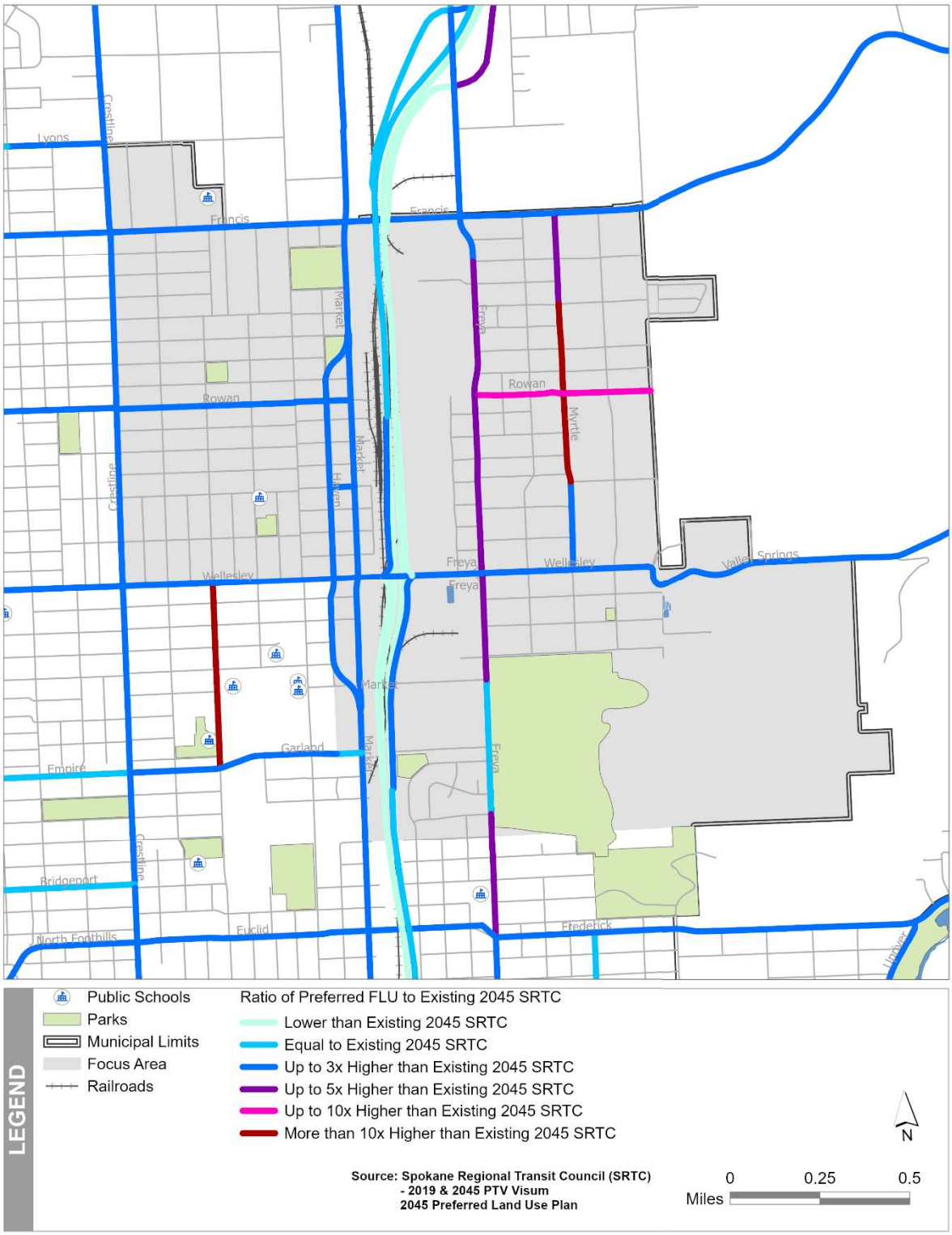


Figure 3: Existing 2019-2045 SRTC Traffic Volume Growth

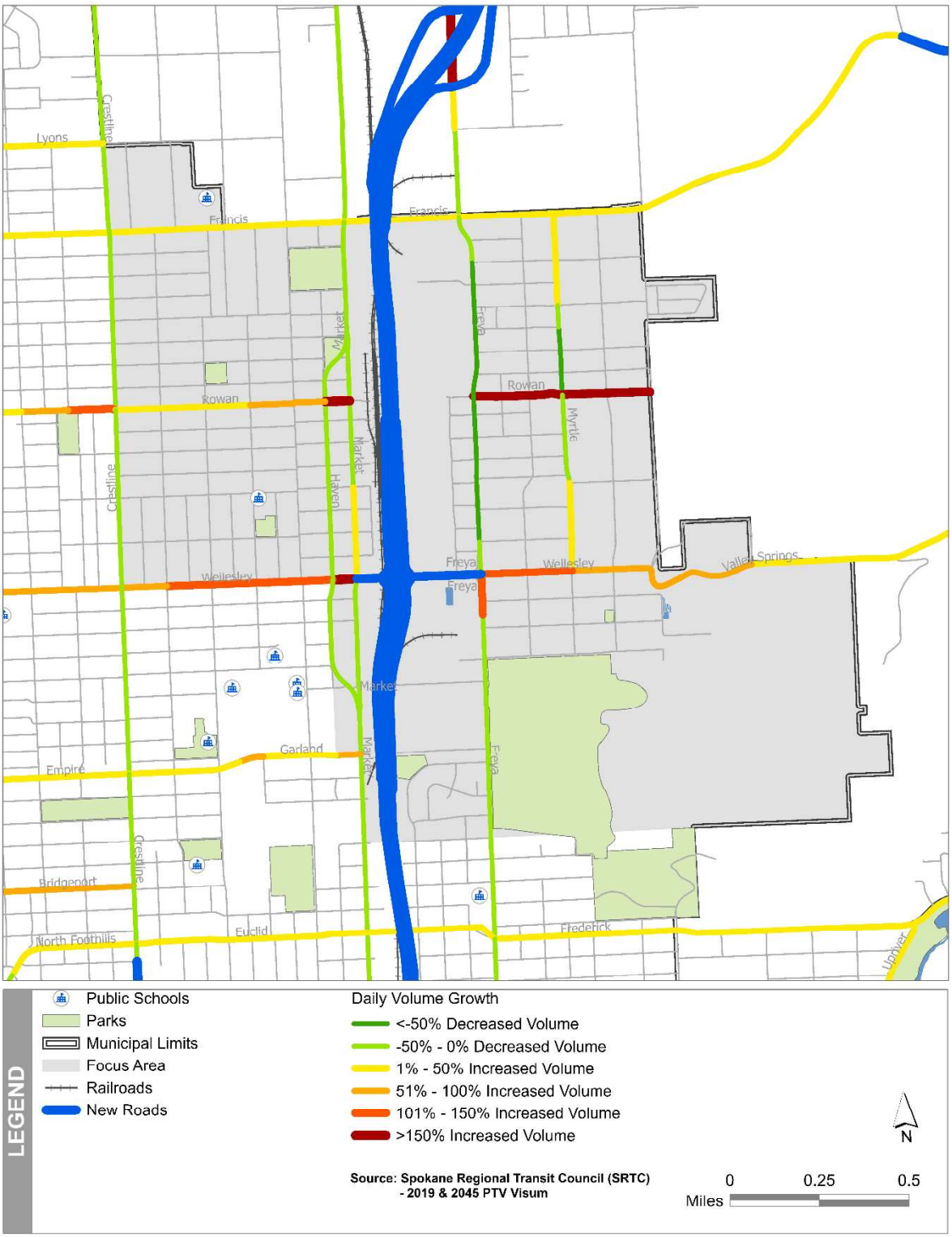
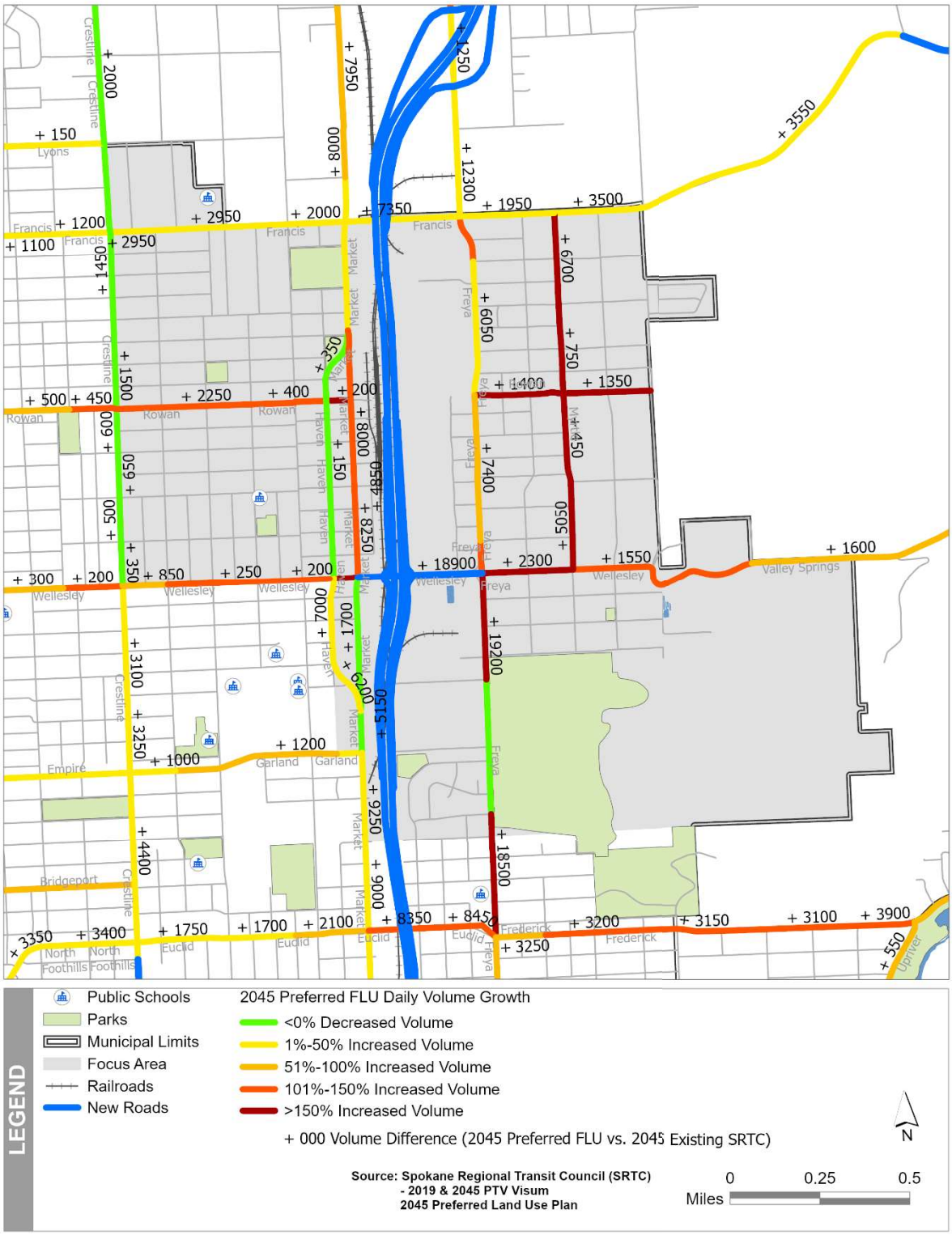


Figure 4: 2019-2045 Preferred FLU Traffic Volume Growth



Recommendations

The anticipated growth of nearly 6.5 million square feet of new non-residential use (11,777 commercial and industrial employees) and more than 1.7 million square feet of new residential area (1,702 new households) in the Hillyard subarea will require strategic and well-coordinated investments in transportation infrastructure. Prioritizing freight mobility, multimodal access, and equitable transit solutions will be essential for ensuring that Hillyard can accommodate future growth with an efficient and sustainable transportation network. To accommodate the increased transportation needs, the following improvements are recommended:

- **Roadway Infrastructure and Freight Mobility:** Design standards for heavy freight vehicles for roads in the east Hillyard area, including wider lanes, thicker pavement, and traffic management strategies that minimize congestion and queuing such as passing lanes to support increased heavy vehicle volumes.
- **Industrial and Commercial Connectivity:** Improve regional access to accommodate the projected growth in industrial employment, including expansion of key arterial roads to accommodate access to Hillyard and enhanced connections to the North Spokane Corridor (NSC) and BNSF rail line for efficient freight movement.
- **Multimodal Transportation and Pedestrian Access:** As more than 1,700 new households are projected in the FLU, providing safe and convenient pedestrian, bicycle, and transit connectivity will decrease reliance solely on automobiles for travel. Recommended improvements include developing new multi-modal corridors east of NCS to connect residential neighborhoods with the rest of the city. This includes:
    - **Transit Services for Employment Hubs**: With significant anticipated employment growth, efficient public transit services will transport workers to industrial and commercial centers. New transit routes should be developed to connect residential areas with major employment hubs, industrial zones, and the downtown core.
    - **Pedestrian and Bicycle Infrastructure Expansion**: Continue the trail and bike network expansion and address the current gaps in sidewalks and pedestrian amenities to connect residents to transit stops, employment centers, and parks.
- **Equity and Accessibility for Growing Populations:** As new households and employees are added to the area, prioritize transportation improvements that enhance equity and accessibility for underserved Hillyard communities.

A combination of recommendations from previous planning documents, the 2024-2029 Capital Improvement Program (CIP), new projects recommended based on the modeling analysis, and following the City of Spokane's transportation goals were formulated and summarized for the Hillyard Subarea in **Table 3**. The City of Spokane's transportation goals include:

A. Promote a sense of community and identity through the provision of context-sensitive transportation choices and transportation design features, recognizing that both profoundly affect the way people interact and experience the city.
B. Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.
C. Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.
D. Implement projects that support and facilitate economic vitality and opportunity in support of the city's land use plan objectives.
E. Protect natural, community, and neighborhood assets to create and connect places where people live their daily lives in a safe and healthy environment.
F. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provide for the needs of all travelers, particularly the most vulnerable users.
G. Design and maintain a fiscally efficient, environmentally responsible, and socially equitable transportation system that serves its users through coordinated planning and budgeting with other partners and utilities.

The Hillyard Subarea Plan transportation recommendations reflect future transportation needs based on potential growth in employment and residential development analyzed in the modeling analysis from the FLU scenario. This analyzes the full buildout potential, but a smaller level of development would result in lower transportation demand. Future analysis using field collected traffic counts and field studies will verify the appropriateness of proposed expansions, assess traffic before and after some development, and fine-tune infrastructure improvements. This additional analysis will help determine the feasibility and effectiveness of the recommended transportation improvements.

The existing characteristics and recommendations for the major streets within the Hillyard Subarea are provided in **Table 3**. To help identify and integrate previous planning efforts, one column identifies recommendations from previous plans. A consolidation of all previously identified and newly recommended projects by street name and section are also included with an estimated planning level project cost.

Table 3: Hillyard Streets and Recommendations

Street Name	Street Section	Existing Conditions: Road Class.	Number of Lanes	ROW	Road Condition	Sidewalks	Bike Lanes	Street Parking	Transit Routes	Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
E Wellesley Ave	N Crestline St – N Regal St	Principal Arterial	4	40 ft	Maintained	Attached	No	No	Yes	***CIP (5200-400):*** Construction of full-depth pavement with drainage systems, sidewalks, and bike lanes.	Street Reconstruct.	Full reconstruction of Wellesley Ave. within the project limits, widening for turn lanes at intersections. Includes new sidewalk, ADA ramps, lighting, drainage improvements and bike facilities.	$2,110,000
	N Regal St – N Market St		2		Improved	Attached	No	No	Yes				
	N Market St – N Thor St		2			Attached	No	No	No				
	N Thor St – N Rebecca St		2			**Missing**	No	No	No				
	N Rebecca St – Valley Spring Rd		2		Not Maintained	**Missing**	No	No	No				
N Freya St	E Francis Ave – E Dalke Ave	Minor Arterial	3	48 ft	Maintained	Varies	No	No	No	***The Yard:*** 44 ft paved width 3 lanes of industrial road ***CIP (5200-400):*** Rebuilding and widening the roadway and installation of drainage systems;	Pedestrian & Bikeways	Install sidewalks throughout the corridor on both sides of the road to accommodate pedestrian traffic and ensure accessibility for people with disabilities.	$1,375,000 (cost from CIP for initial phases)
	E Dalke Ave – E Broad Ave		2			**Missing**	No	No	No				
	E Broad Ave – E Wellesley Ave		2			Detached	Yes	No	No				
	E Wellesley Ave – E Garnet Ave		2			**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$2,380,000

Street Name	Street Section	Existing Conditions								Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
		Road Class.	*Number of Lanes*	*ROW*	*Road Condition*	*Sidewalks*	*Bike Lanes*	*Street Parking*	*Transit Routes*				
N Market St	E Francis Ave – E Columbia Ave	Principal Arterial	4	60 ft	Improved	Attached	No	No	Yes		Pedestrian & Bikeways	Improve substandard sidewalks throughout the corridor on both sides of road to accommodate pedestrians. Incorporate pedestrian-friendly infrastructure, including a tree canopy, to improve the overall walkability and aesthetic appeal of the corridor.	$1,610,000
	E Columbia Ave – Wellesley Ave		2			Attached	No	Yes	Yes				
	E Wellesley Ave – E Rich Ave		3			Varies	No	No	Yes				
	E Rich Ave – N Haven Pl		3			**Missing**	No	No	Yes				
	N Haven Pl – E Garnet Ave		3			Varies	No	No	Yes				
N Haven St	Market Pl – E Rich Ave	Principal Arterial	2	60 ft	Maintained	Detached	No	No	Yes		Street Design	Rebuilding and widening the roadway and installation of drainage. Bike lane and Sidewalk on both sides of the road.	$2,100,000
	E Rich Ave – E Rockwell Ave		2			**Missing**	No	No	Yes				
N Myrtle St	E Francis Ave – E Dalke Ave	Local	2	50 ft	Maintained	Varies	No	No	No	***Comprehensive Plan***: Proposed Major Collector	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road.	$5,810,000
	E Dalke Ave – E Wellesley Ave		2		Unimproved	**Missing**	No	No	No				
N Florida Street	E Queen Ave – E Princeton Ave	Local	2	60 ft	Maintained	**Missing**	No	No	Yes		Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,730,000

Street Name	Street Section	Existing Conditions								Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
		Road Class.	*Number of Lanes*	*ROW*	*Road Condition*	*Sidewalks*	*Bike Lanes*	*Street Parking*	*Transit Routes*				
E Rowan Ave	N Crestline St – N Market St	Minor Arterial	2	60 ft	Not Maintained	Detached	No	Yes	No	***Bike and Pedestrian Plan***: Future Shared-use Path; Ped/Bike Bridge ***The Yard:*** 40 ft paved width 2 lanes of local road	Pedestrian & Bikeways	Install bike lane on both sides of the street	$70,000
	N Ferrall St – N Havana St	Local	2		Maintained	**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on both sides of the road.	$1,110,000
	N Greene St – N Ferrall St	-	-	-	-	-	-	-	-		Pedestrian & Bikeways	Bridge over NSC/railroad tracks to connect both sides of Rowan	$18,960,000
N Havana Street	E Francis Ave – E Rich Ave	Local	2	48	Not Maintained	**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$6,870,000
E Rich Avenue	N Crestline St – N Haven St	Local	2	60 ft	Maintained	Attached	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$3,570,000
	N Freya Street – N Havana Street	Local		55 ft	Maintained	**Missing**	No	No	No		Pedestrian & Bikeways	Installation of sidewalk north of Esmeralda Golf Course and replant trees along the segment; Install crosswalk to Havana St	$300,000
N Greene Street	E Queen Ave – E Broad Avenue	Local	2	30 ft	Maintained	**Missing**	No	No	No		Street Design	Rebuild and install sidewalk along the corridor.	$480,000

Local Roads Improvement in East Hillyard Julia St: Dalke Ave - Nebraska St; Sycamore St: Decatur Ave - Nebraska Ave; Bismark Ave: Freya St - Havana St; Central Ave: Freya St - Havana St; Columbia Ave: Freya St - Havana St; Joseph Ave: Freya St - Florida St; Nebraska Ave: Florida St - Havana St; Sanson Ave: Ferrall St - Julia St; Everett Ave: Ferrall St - Myrtle St; Crown Ave: Ferrall St - Myrtle St; Queen Ave: Julia St - Myrtle St; Olympic Ave: Ferrall St - Myrtle St; Wabash Ave: Ferrall St- Freya St; Broad Ave: Ferrall St - Freya St;	Local	2	38 ft	Not Improved	**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on one side of the road.	$15,840,000

Street Name	Street Section	Existing Conditions								Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
		Road Class.	*Number of Lanes*	*ROW*	*Road Condition*	*Sidewalks*	*Bike Lanes*	*Street Parking*	*Transit Routes*				
Local Roads Improvement in West Hillyard	Nebraska Ave: Crestline St - Market St; Diamond Ave: Crestline St - Greene St; Queen Ave: Crestline St - Greene St; Olympic Ave: Regal St - Greene St; Wabash Ave: Regal St - Greene St; Broad Ave: Regal St to Greene St;	Local	2	60 ft	Not Improved	Attached/ Detached	No	Yes	Yes		Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,340,000
North Hillyard Sidewalk	N Lacey St: Central Ave – Francis Ave; Central Ave; Regal St; Bismark Ave; Haven St;										Pedestrian & Bikeways	Installation of infill sidewalk and ADA ramps where needed.	$1,000,000
US395/North Spokane Corridor Transit											Transit Service	Capital investment to implement transit service on the US 395/North Spokane Corridor.	$6,100,000

Source: Fehr & Peers.

After initial cost estimates were generated, a request was made by the project team to include cost estimates for portions of the improvements. The following cost adjustments were calculated:

- Freya Street from Wellesley Avenue to Rowan Avenue: $2,610,000
- Rowan Avenue from Freya Street to Florida Street: $2,360,000
- Myrtle Street from Wellesley Avenue to Rowan Avenue: $3,140,000
- Florida Streete from Wellesley Avenue to Rowan Avenue: $3,220,000

To prioritize these improvements for implementation funding decisions, the use of some general prioritization criteria can be used to prioritize the most needed projects. In addition to how well they meet the City's transportation goals, the following potential evaluation criteria could be considered:

- **Catalyst for New Development:** Projects that are essential to catalyze large-scale development should be given higher priority for public funding opportunities.
- **Impact on the Existing Community:** Projects that significantly improve the quality of life for existing residents or have a high positive impact on the community should be prioritized.
- **Funding Availability:** Projects with identified or secured funding from other sources should be prioritized to ensure effective utilization of funds.
- **Readiness and Feasibility:** Projects that are fully designed and ready for implementation can be prioritized as short-term.
- **Economic and Social Benefits:** Projects that stimulate local economic growth, create jobs, or attract businesses should be prioritized.
- **Bicycle Infrastructure Enhancements:** Projects that improve or expand bicycle infrastructure, such as bike lanes, bike paths, and bike parking facilities, should be prioritized.
- **Safety Improvements:** Projects that address critical safety concerns, reduce crashes, or improve pedestrian and bicyclist safety should be prioritized.
- **Maintenance and Upgrades:** Projects that involve the maintenance or upgrading of existing infrastructure to extend its lifespan and improve functionality should be prioritized.

These criteria, in addition to the existing process of measuring transportation projects to how well they meet the City's transportation goals, will help to prioritize which improvements to implement first. These criteria should help ensure a comprehensive and balanced approach to prioritizing transportation projects in the Hillyard Subarea Plan.

Appendix H

Utilities and Drainage Report

Appendix H: Utilities and Drainage Report

Introduction

Project Context – The City of Spokane, WA (herein "City") and Northeast Public Development Authority (NEPDA) have entered a partnership with Stantec and their subconsultants (herein "Project Team") to lead a coordinated planning effort (herein "Subarea Plan") intended to guide development and public investments in the Hillyard neighborhood located in the northeast of the City.

The purpose of this Chapter of the Subarea Plan is to document the existing utility characteristics, discuss merit of past planning documents, assess current and projected utility demands and deficiencies, and propose utility infrastructure revitalization strategies.

Geographic Areas – The Subarea Plan's approximate 1,740-acre geographic area (herein "Focus Area") encompasses the parcels and public rights-of-way generally bounded by Crestline St/Haven St/Market St to the west, Wellesley Ave/Garnet Ave to the south, Havana St/Fancher Beacon Ln to the east and Francis Ave to the north. The Project Team generally delineates the Focus Area into two geographic areas; West Hillyard being the portion of the Focus Area that is west of the North Spokane Corridor (NSC), and East Hillyard is the portion east of the NSC.

The Project Team further delineates the Focus Area into distinct neighborhoods (herein "Plan Areas") to recognize and respond to the unique opportunities/challenges for specific geographic areas within the larger Focus Area. These Plan Areas are the Hillyard Residential Neighborhood, Hillyard Business District, the East Hillyard Industrial Area (herein "the Yard"), E. Wellesley Business District, Esmeralda Neighborhood, and Beacon Hill. Figure 1 depicts the Focus Area and the individual Plan Areas.

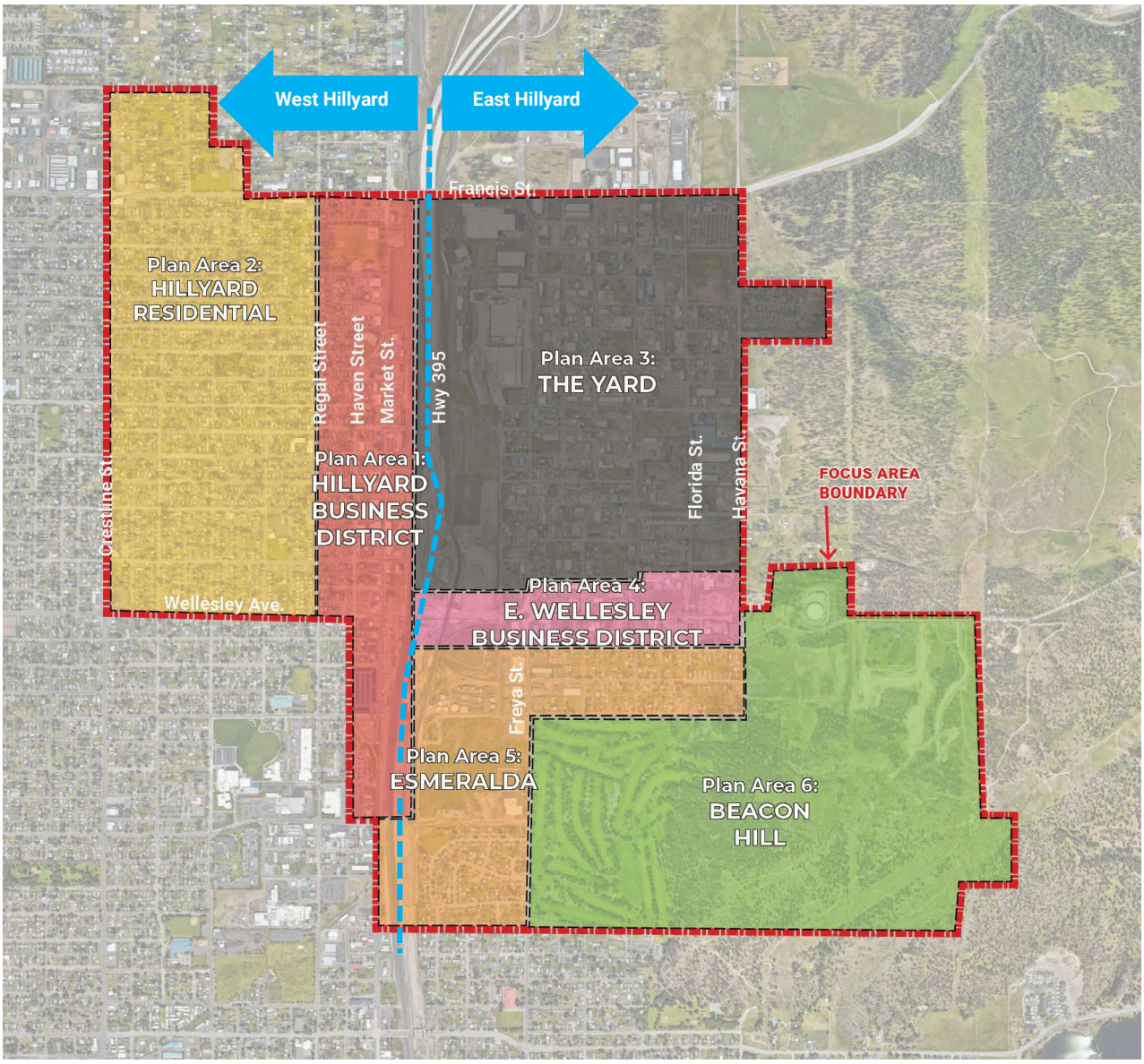


Figure 1 – Focus Area and Plan Areas Map

(Note: the Focus Area is delineated in a Red dashed line)

Long-Range Planning Documents

As an important component to the Subarea Plan, the Project Team reviewed and documented the City's long-range planning documents to serve as foundational elements for the Subarea Plan. The City's ***Comprehensive Plan*** details how the community intends to grow and contains goals and policies that guide how the City will provide public utilities (with specific priority on supporting community revitalization). The ***Yard Redevelopment Master Plan*** defines a myriad of revitalization ideas (and infrastructure improvements) for the eastern portions of the Focus Area.

City of Spokane Comprehensive Plan

Spokane's Comprehensive Plan (formally titled "Shaping Spokane", approved 2017) sets goals and policies that provide a framework to guide local decisions and actions relating to land use/urban design, housing, transportation, economic development, environmental protection, and capital projects. All development standards, capital investments, and other policy decisions must align with the Comprehensive Plan. The Comprehensive Plan is arranged as a series of Elements that focus on various aspects of the City and its long-range planning.

This chapter of the Subarea Plan focuses on the Capital Facilities and Utilities Element as it has a direct correlation on how the City will provide public utilities and how those facilities support community revitalization, economic development, and land development. The Capital Facilities and Utilities Element does not include technical detail pertaining to existing or planned utility lines and system capacity (e.g., line sizes, service deficiencies), but is focused on how the City intends to provide and evaluate utility service within the municipal limits and the City's Urban Growth Area. Appendix A lists the goals and policies from the Capital Facilities and Utilities Element that are applicable to Utility infrastructure in the Subarea Plan.

Utility Service Provisions

The Comprehensive Plan defines a local goal to provide adequate public utilities that are essential to support land development and serve current and future customers. This is supported by a multifaceted policy framework that guides how the City will provide those services.

Levels of Service – The City adopted minimum level of service (LOS) standards for each utility type. The City uses these levels of service as the metric to identify whether a utility service is operating at optimum levels. Substandard utility LOS warrants capital improvement projects or slowing of development until the utility service is improved to meet the LOS for the given demand.

Concurrency – Pursuant to the Comprehensive Plan's policies, the City requires that public facilities and services are in place (and meet the adopted levels of service) concurrent with growth and development; individual development projects must demonstrate that utilities are available to serve those projects (or committed pursuant to the City's Capital Improvement Plans within six-years), or the developer entity may provide the necessary utility upgrades (or line extensions) as part of the associated development project. Thus, the provision of adequate public utilities is an important factor for accommodating (re)development, jobs, and housing.

Impact Fees – The Comprehensive Plan identifies impact fees as a potential funding mechanism to pay for essential public services (and potential system updates) concurrent with (re)development projects. Impact fees are typically assessed to individual (re)development projects

so that those projects pay their proportionate share for utility improvements. While impact fees create a funding source for utility improvements, it also poses additional costs to a developer entity.

Intergovernmental Coordination – The Capital Facilities and Utilities Element calls for coordination amongst City departments, other agencies, utility providers, and surrounding property owners pertaining to utility improvements. The objective is to approach utility improvements as a coordinated effort to identify opportunities where multiple utility service updates could be made simultaneously (e.g., performing underground utility upgrades as part of a roadway project within the same right-of-way). Additionally, there is a goal to achieve uniform land use, construction, and levels of service standards amongst the City of Spokane and Spokane County. The Element includes policies that encourage the joint use of public sites for greater service efficiency and as a cost saving approach (e.g., stormwater facilities could be integrated with recreation and open space areas).

Environmental Protection – The Comprehensive Plan also contains goals/policies aimed to protect the natural environment and the region's water resources. Specifically, stormwater management policies/standards are intended to address drainage and treat stormwater runoff from pollutants/contaminants before water is discharged to rivers or infiltrated into the ground. Typically, individual development projects must detain/treat stormwater runoff on their associated properties; this requires portions of the site to be dedicated for stormwater management and limits development potential on those properties. In other situations, the City may choose to provide stormwater management at a regional scale (allowing for more use of individual property and the City's enhanced control over the region's groundwater quality but at the expense of the City).

Community Revitalization and Economic Development

In several Comprehensive Plan goals and Spolicies, the City intends to use utilities as an important tool to support community revitalization and economic development. Utilities are essential for accommodating existing uses and attracting additional private investment. In doing so, the *Capital Facilities and Utilities Element* calls for strategic utility investments in Centers and Corridors and deteriorating areas of the City. The Element also acknowledges that utility investments will stimulate the tax base by attracting private investment to target areas (i.e., The Yard Plan Area within the Focus Area). The Element calls for impact fee exemptions for development activities that provide broad public purposes (this could pertain to development projects that bring much needed housing and employment uses to the Focus Area; this could be a tool for attracting private investment to the area). This policy framework is an important tool for the City to prioritize utility investments to Hillyard and to pursue the associated funding sources and strategies.

The Yard Redevelopment Master Plan (YRMP)

In 2017, the City of Spokane and NEPDA completed the Yard Redevelopment Master Plan (YRMP) to examine area conditions, define long-range revitalization strategies, and to identify supportive infrastructure needs for the Yard. This past planning effort for the legacy industrial area aims to support the area's evolution into a much more robust employment center for the region by assessing opportunities and challenges. The YRMP represents more of a feasibility study as it was not formally adopted into the larger City policy framework though many of its findings and recommendations can be carried forward into the Subarea Plan.

The City and the Northeast Public Development Authority (NEPDA) have established the following goals for redevelopment of the Yard:

- Create and sustain family-wage jobs.
- Capture the opportunity provided by the NSC to promote economic revitalization of a historically industrial area.
- Promote development that is economically and environmentally sustainable.
- Improve the health and safety of neighborhoods through environmental restoration.
- Improve quality of life for residents, employees, and visitors.

Hillyard Infrastructure Assessment and Needs Analysis (Maul Foster Alongi 2015) – As precursor to the YRMP, a consultant reviewed the existing transportation and utility infrastructure in the Yard area to identify service deficiencies and define potential capital projects that would support current and future land uses. The assessment resulted in a long list of infrastructure-related recommendations; those findings were carried forward in the YRMP.

Stormwater Management Alternatives (Maul Foster Alongi 2020) – This study provides a concept-level analysis and recommendations for stormwater management alternatives in the Yard. The analysis considers two alternatives: 1) a single regional system, and 2) a series of localized or "clustered" regional systems.

Priority Infrastructure Projects – The YRMP identifies a list of priority infrastructure improvements that are believed to support area revitalization and to address prolonged infrastructure needs – these priority projects are listed in Table 1 and arranged as either *Regional Projects* or *Local Projects*. It's important to note that some right-of-way corridors include both roadway and utility improvements – projects noted with an asterisk ("*") specifically include utility components. Projects that have been completed or are nearly complete, as indicated by City Staff, have been omitted from these tables.

Table 1 Priority Infrastructure Improvements – the Yard Redevelopment Master Plan

Project Number	Project Name	Description
Regional Projects		
1	Freya Heavy Maintenance	Street maintenance including asphalt grind and overlay of street surface on Freya St from Wellesley Ave to Rowan Ave
3*	Freya Reconstruction*	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St to industrial street standard.
5*	Wellesley Phase II*	Replacement of existing water main at Wellesley Ave., from Rebecca St to Florida St, acquisition of ROW to construct standard width minor arterial street, and reconstruction of streets as necessary to meet minor arterial street classification.
6*	Regional Stormwater Facility*	Evaluation of viability of centralized stormwater treatment facility to support future development. If viability is confirmed, project

Table 1 Priority Infrastructure Improvements – the Yard Redevelopment Master Plan		
Project Number	**Project Name**	**Description**
		would include ROW acquisition, installation of conveyance utilities, and stormwater treatment facility.
Local Projects		
7*	Florida Phase I*	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St; Will increase service to Wellesley Corridor and Ranch catalyst properties.
8*	Florida Phase II*	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St; Will increase service to North Yard catalyst property.
9*	NSC Utility Corridor*	Type/Size/Location study for utility corridor and pedestrian crossing, across the NSC; Will require easement or ROW acquisition and water main connection from Freya to Market St
12*	Freya Phase II*	ROW acquisition, installation of underground utilities, and street reconstruction to bring Freya St (E Garland Ave to Wellesley Ave) to industrial street classification; Includes replacement of potable water mains.
13*	Rebecca / Julia Phase I*	ROW acquisition, installation of underground utilities, and reconstruction of street to support multiple transportation modes on Rebecca St / Julia St from Francis Ave to Columbia Ave.; Includes replacement of potable water line.
14	Rebecca / Julia Phase II	ROW acquisition and full reconstruction of street to improve Freya St to a multi-modal road classification; In addition, a study of siting and design options for a bus stop on this corridor.
15*	Freya Phase III*	ROW acquisition, installation of underground utilities, and full reconstruction of street to bring Freya St to industrial street classification.
16	Infill Street Improvements	ROW acquisition and construction of local roads along Broad, Queen, Central, Dalke Avenues as well as Myrtle and Havana Streets.
Notes: 1. Projects noted with an asterisk ("*") include utility improvements.		



Figure 2– Regional Projects: Priority Infrastructure Improvements (The Yard Redevelopment Master Plan 2017)

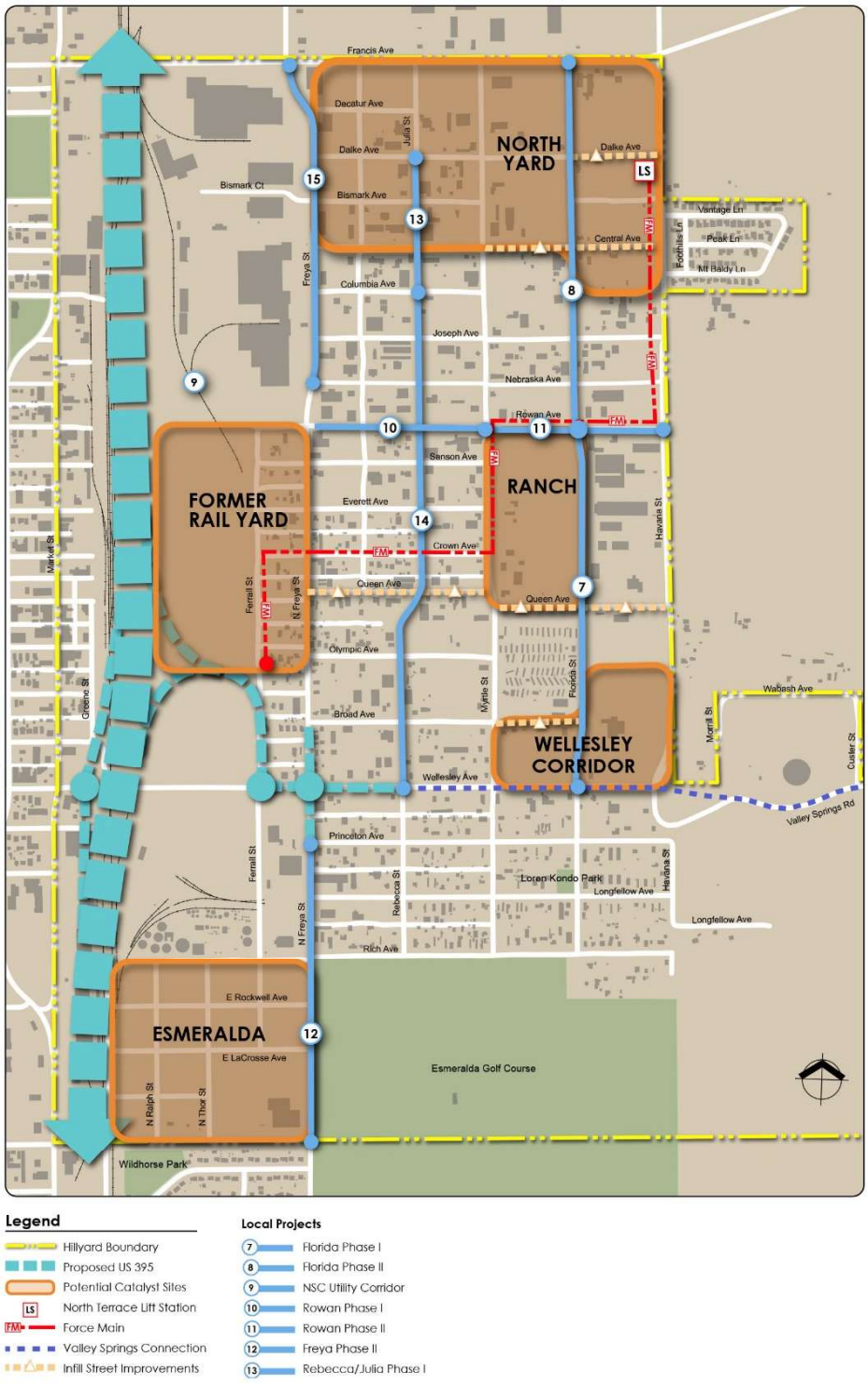


Figure 3 – Local Projects: Priority Infrastructure Improvements (The Yard Redevelopment Master Plan 2017)

Existing Utilities Characteristics

As communities plan for revitalization and aim to attract new community-serving uses through infill, redevelopment, and adaptive reuse projects, it is important to assess the existing utility conditions, including planned near-future utility improvements. This review serves as baseline data for assessing the community's ability to serve current and future land uses, and to identify utility infrastructure strategies that would better position the Focus Area for near- and long-term revitalization. The Project Team did not conduct a detailed system analysis or survey of existing infrastructure. The source materials used in this review include the following:

- 2024-2029 Citywide Capital Improvement Program "CIP"
- City of Spokane Comprehensive Plan "Comp Plan"
- The Yard Redevelopment Master Plan by Maul, Foster, Alongi (2017) "YRMP"
- Hillyard Infrastructure Assessment and Needs Analysis by Maul, Foster, Alongi (2015)
- Hillyard Industrial Area Stormwater Management Alternatives by Maul, Foster, Alongi (2020)
- City of Spokane Broadband Assessment by Petrichor Broadband (2023)
- City of Spokane Water System Plan (2023)
- The Map Spokane On-line GIS Application (accessed various times in 2023 and 2024)
- Comments by City staff resulting from review of Existing Utilities Memo (2024)

Potable Water Service

The City of Spokane is the sole water purveyor in the Focus Area. The City obtains its potable water supply from the Spokane Valley-Rathdrum Prairie Aquifer via multiple source wells. Potable water is conveyed through a system of pumps, reservoirs, and over 1,000 miles of water mains and smaller trunk lines. Some of the potable water conveyance pipes date back to World War II and earlier. The Capital Facilities Plan (contained within the Comprehensive Plan) states that the total system pumping capacity is 282 million gallons per day (MGD). The City's water system does not extend north of the Focus Area, and potable water for many of these properties is supplied by Water District 8.

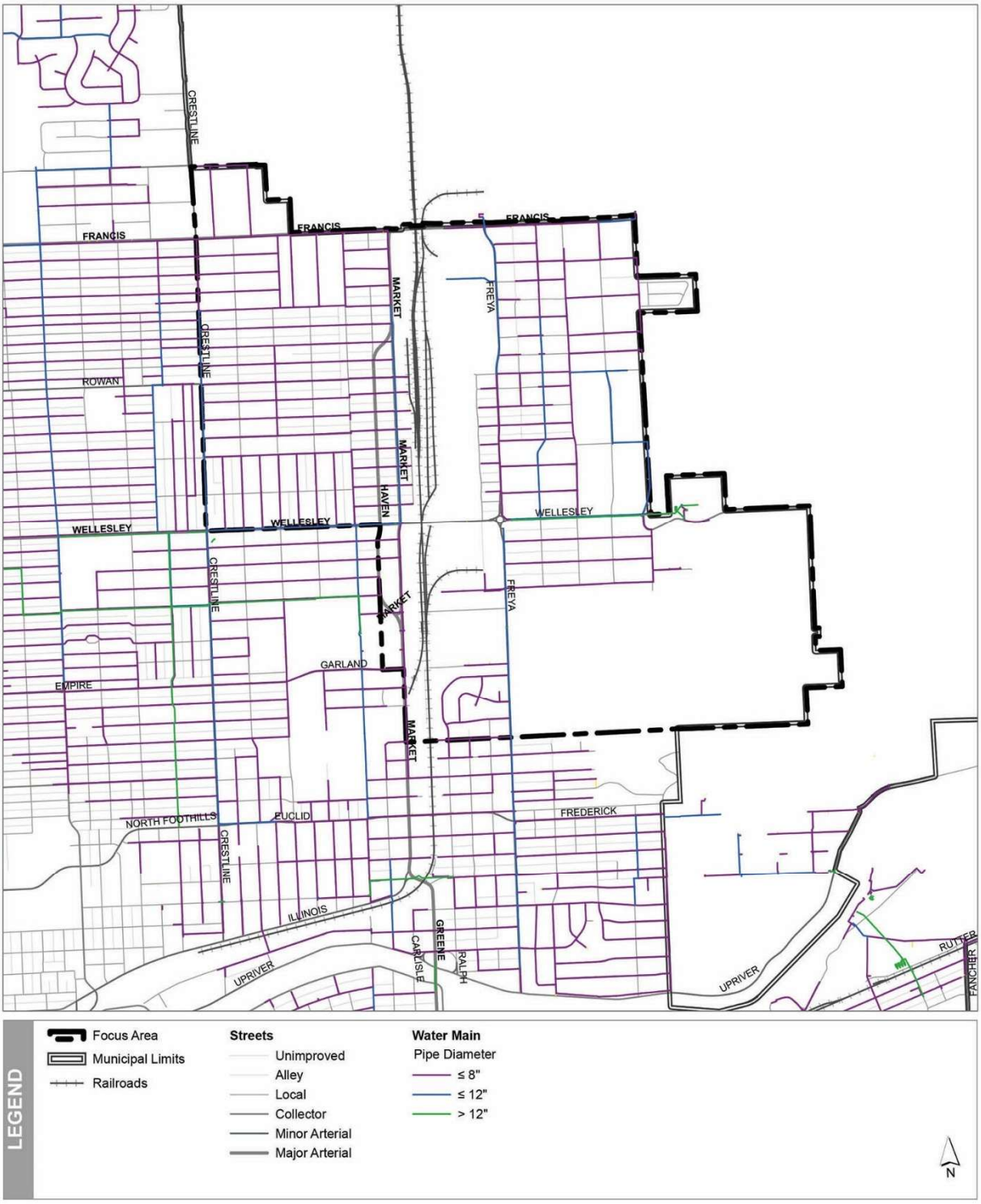


Figure 4– Existing Water Lines in Focus Area

West Hillyard

West Hillyard is generally well-served with water infrastructure. Most rights-of-way have water mains beneath streets where adjacent properties can connect for service. 30" transmission mains run beneath Central Ave, Wellesley Ave, and Haven St; these serve as the primary water sources where individual distribution lines then bring water service to individual properties.

Hillyard Residential Plan Area - A 12" ductile iron (DI) water line distributes water throughout the legacy Hillyard residential neighborhood. 6" cast iron (CI) water lines distribute water east and west and a few 6" CI water lines distribute water north and south. Currently, there are no water lines along Stone St (between Queen Ave and Francis Ave) or Lacey St (between Queen Ave and Central Ave) which pass in the north-south direction through the neighborhoods, whereas most properties could connect into water mains located on the side streets.

Hillyard Business District - The 30" steel transmission line on Haven St and a 12" water line on Market St serve as the backbone for the water distribution system in the Hillyard Business District. The water line on Market St starts off as a 12" DI water line near Wellesley Ave and reduces to 8" DI near Francis Ave. 6" DI water lines distribute water east and west throughout the neighborhood. No water lines are present along Regal St (between Queen Ave and Central Ave).

East Hillyard

East Hillyard has several geographic areas that are adequately served with water infrastructure, but other areas in the Yard lack water mains adjacent to catalyst sites. A 24" to 30" transmission main extends beneath Wellesley Ave and connects to the North Hill reservoir near Beacon Hill. A 30" transmission main runs beneath Freya St (south of Wellesley Ave). Stemming from the transmission mains, local distribution mains extend throughout East Hillyard.

The Yard Plan Area – The City provides potable water to The Yard through a network of pipes varying in size from 4" to 12". A 24" DI transmission main runs from the North Hill reservoir west along Wellesley Ave and transitions to 30" DI at Freya St. The transmission main and a parallel 10" CI line serve as the backbone of the water distribution system within the Yard. Primary distribution mains branch off the parallel water main and they run north-south along Freya St, Rebecca St, Julia St, and Myrtle St. Existing water distribution system provides a reasonable level of service to the Yard and the existing transmission mains provide high pressures and flows to most of the area. Currently, there are no water lines along Florida Street (between Queen Ave and Wellesley Ave, and between Drake Avenue and Rowan Ave), Havana Street (between Queen Ave and Joseph Ave), and Queen Avenue (between Myrtle St and Florida Street).

E. Wellesley Business District – A 10" CI water line serves Wellesley Ave between Freya St and Havana St. Freya St is served by a 12" DI water line between Princeton Ave and Wellesley Ave. Currently, there is no water distribution infrastructure present on the side streets of Rebecca St, Myrtle St, and Florida St (between Princeton Ave and Wellesley Ave), but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Esmeralda Plan Area – Freya St is served by a 12" DI water line between Garnet Ln and Princeton Ave. Longfellow Ave is served by a 6" DI water line and Rich Ave is served by a 6" CI water line. Both water lines primarily serve residential development. The Hill Estates subdivision located west of the

Esmeralda Golf Course is served by looped 6" DI water lines. Currently, there is no water distribution infrastructure present on the side streets of Rebecca St, Myrtle St, and Florida St (between Rich Ave and Princeton Ave), but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Beacon Hill Plan Area – There is an 8" DI water line on Longfellow Ave which serves a single-family home and a fire hydrant. Beacon Hill is undeveloped and does not have any water infrastructure. However, a large portion of the western slope is being developed as a residential subdivision, the developer successfully tested a new water booster station in 2023 and subsequently received a permit from the City to install a 57,000-gallon water storage tank. Water utility lines are being installed as part of the initial roadway infrastructure.

Planned Water Projects (CIP)

The 2024-2029 Citywide Capital Improvement Program (CIP) identifies several water improvement projects in and around the Focus Area; these are listed and summarized in Table 2 and arranged by Plan Areas. As the community plans for revitalization, it will be important to recognize these utility-related investments and plan for land uses (and urban intensities) that capitalize on the expanded utility services they will soon provide. Figure 5 depicts the planned water line improvements pursuant to the City's CIP. Projects that have been completed or are nearly complete, as indicated by City Staff, have been omitted from Table 2.

Table 2 Planned Water Projects in the Focus Area – 2024-2029 CIP

Project	Description
Focus Area	
WAT-2016-94	The Well Evaluation Study determined that the new vertical well field on the Electric Well Station property will meet the objectives of improving the reliable capacity and augmenting yields. This project funds the investigation needed to construct a new well station. Design was anticipated to begin in 2021. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.
E. Wellesley Business District	
WAT-2015-118 – NSC Wellesley Ave Transmission Main	Existing riveted steel water main constructed in the 1900s to be replaced with 30" ductile iron main along Wellesley Ave from Market St to Freya St. Replacement required as part of the North Spokane Corridor (NSC) project. Project design has been completed and construction was scheduled to begin late 2019. Work will be coordinated with project IPM-2017-111. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 3.2 Coordination of Utility Installations.
WAT-2018-43 – Wellesley Ave Freya St to Havana St Main Replacement	Replacement of existing cast iron mains with 12" DI along Wellesley Ave between Freya St to Havana St Design and construction of this project is coordinated with project 2018091. Work will be completed along with reconstruction of Wellesley Ave, IPM-2018-98. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.

Table 2 Planned Water Projects in the Focus Area – 2024-2029 CIP	
Project	**Description**
The Yard	
WAT-2017-26 – Freya St Transmission Main Garland Ave to Francis Ave	Construction of 30" ductile iron transmission main along Freya St between Wellesley Ave and Francis Ave. Existing 30" steel line to be replaced with 30" ductile iron main along Freya St between Garland Ave and Wellesley Ave. Project design to begin in 2024 and construction is anticipated to begin in 2025. Work will be completed along with reconstruction of Freya St, IPM-2017-101. The project meets comprehensive plan goals CFU 1.2 Operational Efficiency, CFU 1.3 Maintenance and CFU 3.2 Coordination of Utility Installations.

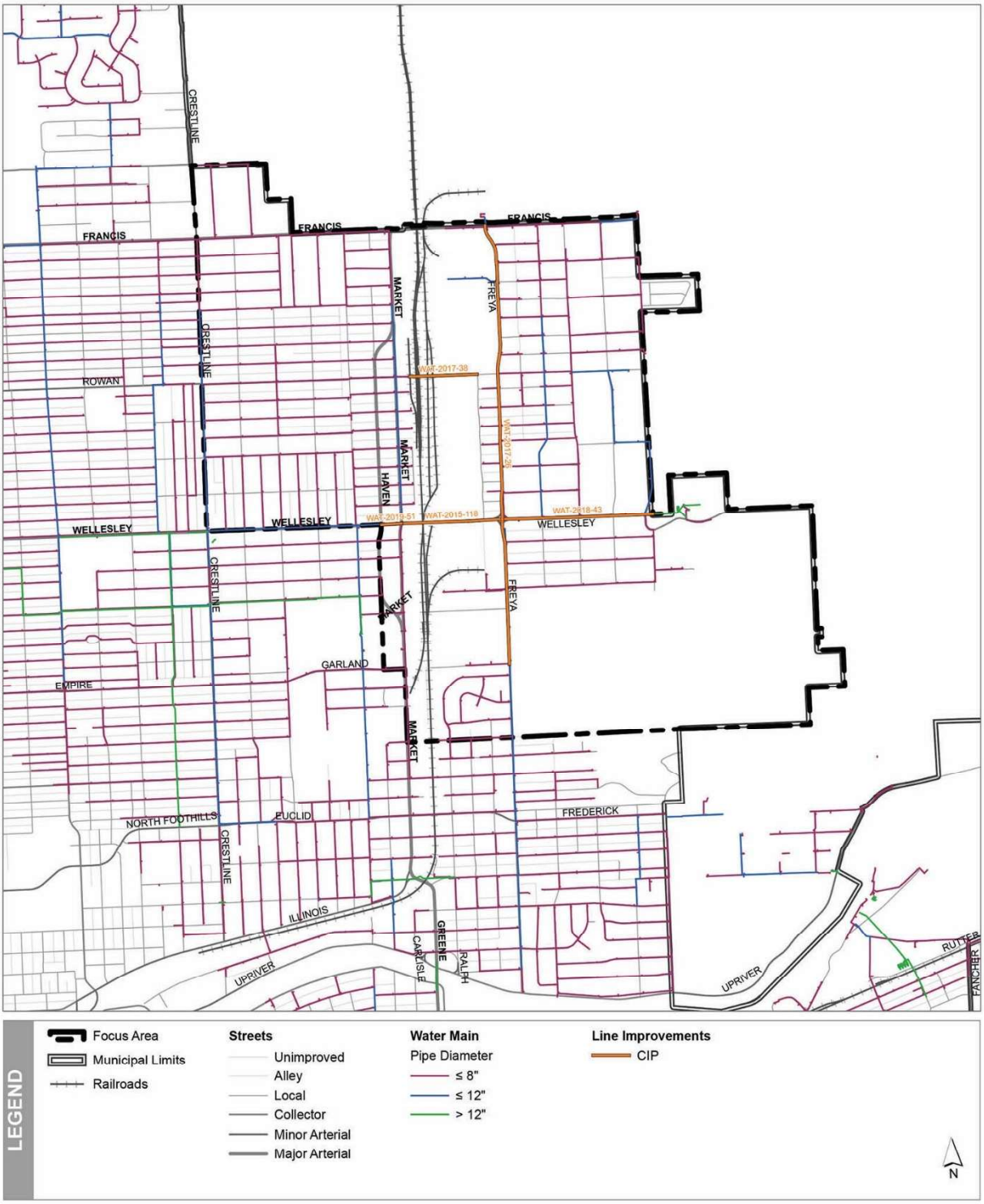


Figure 5 - Planned Water Line Improvements – (Capital Improvement Program 2024-2029)

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Jsgyw$Evie$fyxevirsx$vtigmjmgep}$sgexih${mdmr$li$kiskvetlmg$fsyrhevmiwerhlexevirsx$hmvtqe}ih$livi2$

Sanitary Sewer Service

The City of Spokane is responsible for the operation and maintenance of the wastewater collection system in the Focus Area. The City collects, conveys and treats wastewater from residential, commercial, and industrial sources, then discharges the treated effluent to the Spokane River, with emphasis placed on protecting the underlying aquifer and sole water source.

The following describes the current sanitary sewer infrastructure, including planned sanitary sewer improvement projects (pursuant to other City-policy documents) – this information is presented for the two main geographic areas within the Focus Area (West Hillyard and East Hillyard).

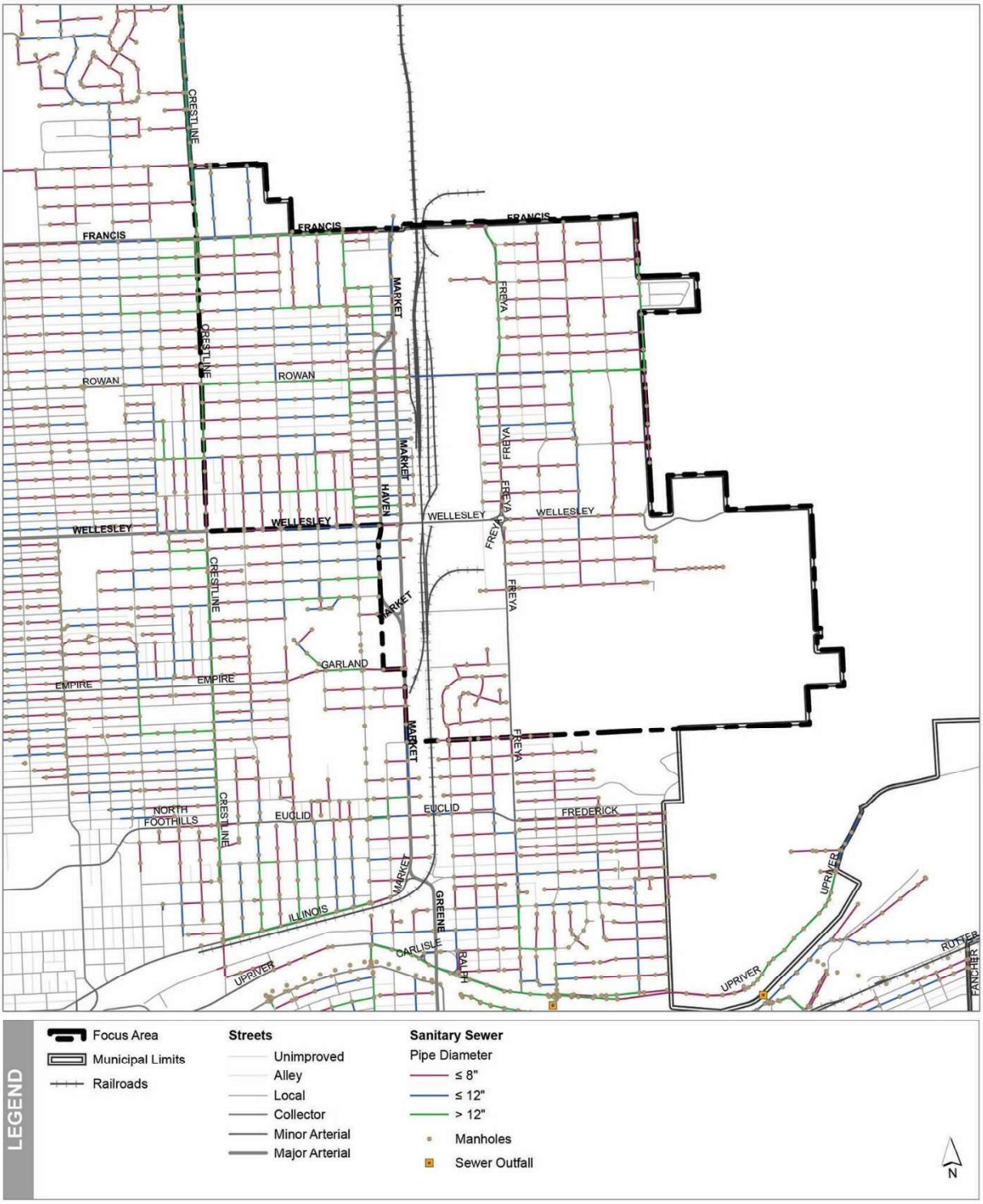

Figure 6– Existing Conditions – Current Sanitary Sewers Lines

West Hillyard

West Hillyard is served by distribution mains ranging from 8" to 15" that pass through both the residential neighborhoods and Business District. The primary transmission main is a 24” to 36” interceptor in Regal St. This interceptor conveys wastewater from West Hillyard to the North Interceptor, which runs parallel to the Spokane River and ultimately to the Riverside Park Water Reclamation Facility. The West Hillyard sanitary sewer system is generally in good condition and has adequate capacity to handle current and projected flows.

East Hillyard

The eastern portions of the Focus Area are also served and connected to the City’s centralized sanitary sewer network. The sanitary sewers convey wastewater to the Northeast Terrace Lift Station, where it is pumped across the NCS where it resumes gravity flow in the Regal St interceptor in West Hillyard. There is a possibility that isolated stormwater downspouts may be connected to the sanitary sewer system.

The Yard Plan Area – The City’s sanitary sewer pipes serving this area range from 8” to 18”. Most of the pipes drain to the Northeast Terrace Lift Station at Dalke Ave and Havana St. From there, a 14” force main pumps the wastewater to West Hillyard. The existing sewer pipes can handle current and future wastewater flows in the area. In past studies, the City used zoning information to calculate the pipe capacity and found that the 15” and 18” pipes are sufficient for future development. An 8-in force main is currently being installed parallel to the existing 14-in force main to increase the pumping frequency and manage HS2.

E. Wellesley Business District – Multiple 8” pipes connect to 10” and 12” lines in Myrtle. The wastewater from the district discharges north to the Northeast Terrace Lift Station.

Esmeralda Plan Area – The sewer pipes north of the golf course are routed to the Northeast Terrace Lift Station. Smaller 8” pipes connect to the 10” line in the E. Wellesley Business District. The Hill Estates subdivision west of the golf course features 8” pipes that drain south.

Beacon Hill Plan Area – The Beacon Hill Plan Area is mostly undeveloped and has no sewer pipes to accommodate future development. However, a developer entity is currently developing the land for a new residential project and is presently constructing streets and utility lines.

Planned Sanitary Sewer Service Projects

City Staff has indicated that sanitary sewer capital projects outlined in the 2024-2029 Citywide Capital Improvement Program (CIP) have all been completed.

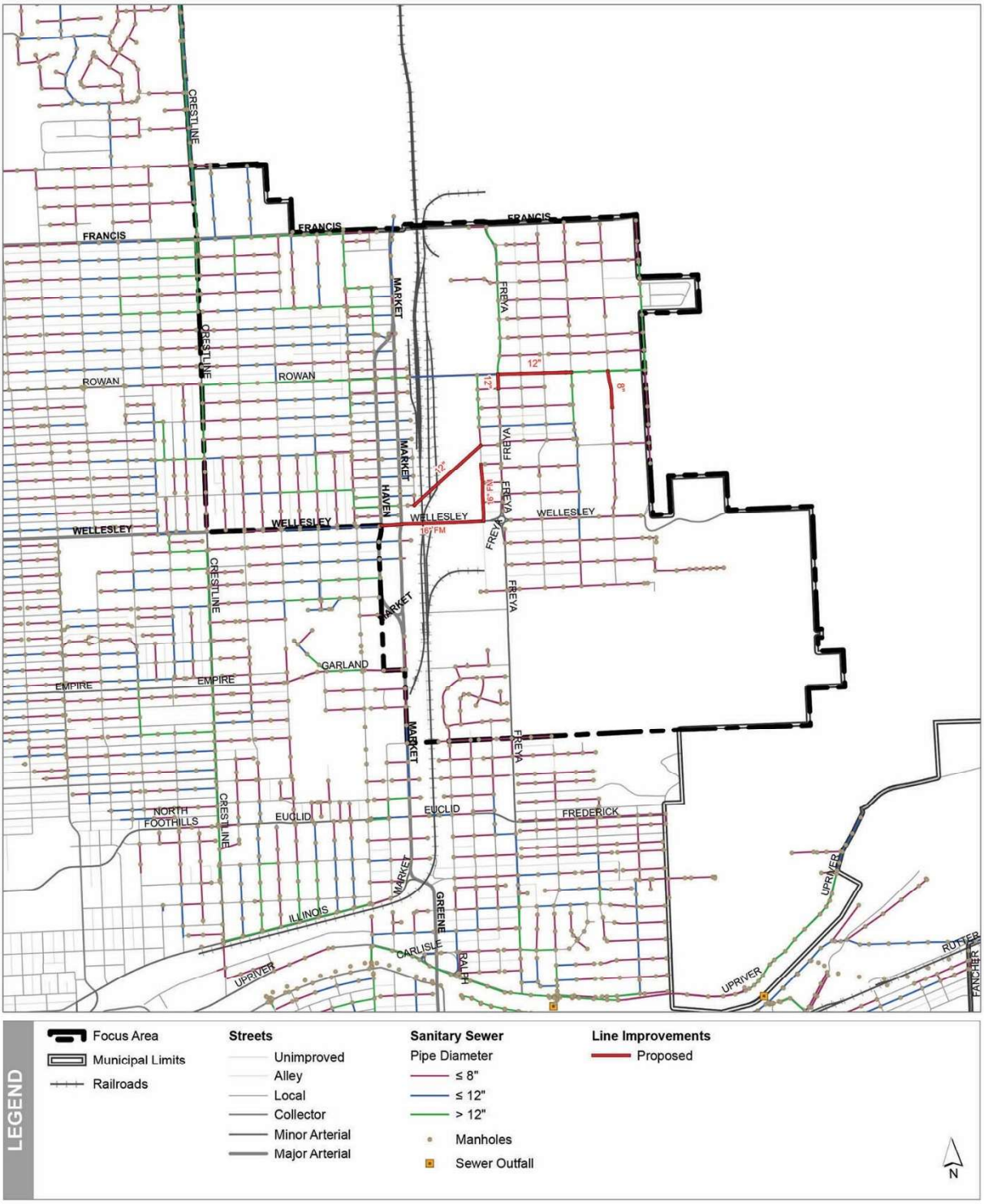

Figure 7 - Proposed Sanitary Sewer Lines Improvements – (The Yard Redevelopment Master Plan)

Drainage and Stormwater Management Facilities

Emphasis on YRMP section The City of Spokane collects and conveys stormwater runoff from the Focus area by way of inlets, pipes, biofiltration basins, underground injection controls (UICs) and outfalls. The current drainage infrastructure is provided to guard against flooding and protect water quality and natural stormwater systems. The Focus Area is located over the Spokane Valley-Rathdrum Prairie Aquifer, which is the region's sole source of drinking water. Therefore, stormwater management is critical in protecting water supply from contamination. The soils in the Focus Area vary in their infiltration capacity, depending on the depth and type of the aquifer sediments, but are generally well-suited for discharge by infiltration.

The following describes the current drainage-related conditions, including planned drainage improvement projects (pursuant to other City-policy documents) – this information is presented for the two main geographic areas within the Focus Area (West Hillyard and East Hillyard). Figure 8 depicts the existing drainage facilities in and around the Focus Area (this figure only includes public infrastructure and not private stormwater management facilities on individual properties).

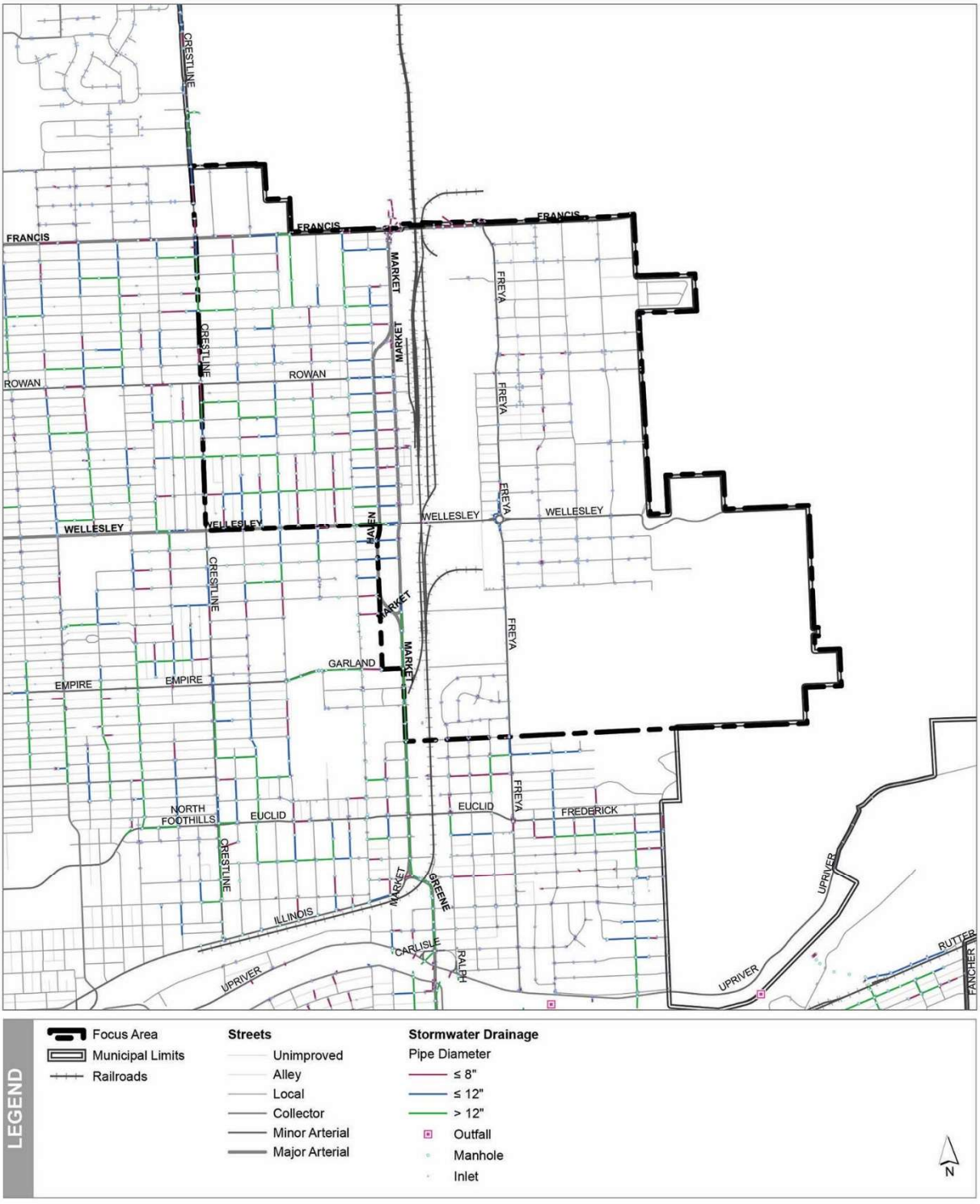

Figure 8 – Existing Conditions – Storm Drainage System

West Hillyard

West Hillyard is located within the Cochran Basin watershed and is served by storm sewers that outfall to the Spokane River via a large diameter (42"-54") interceptor. Some areas in West Hillyard also have biofiltration treatment facilities, which discharge stormwater into the ground after treating the water by trapping sediments, oil, grease, and other pollutants.

Hillyard Residential Plan Area – Runoff from this neighborhood is conveyed to inlets in adjacent streets, where it enters the storm sewers and flows south toward the Spokane River where it ultimately discharges. There are no existing regional stormwater systems in this area. Large diameter storm lines located on Wabash Ave, Sanson Ave, Nebraska Ave, and Central Ave convey runoff from the residential area to the storm main in the Hillyard Business District.

Hillyard Business District –This District drains to a storm main on Regal St, which begins as a 12" line near Francis Ave, becomes 48" near Wellesley Ave and continues to grow south of the Focus Area. The eastern part of the business district is drained by storm lines varying in size from 10" to 15". A large stormwater pond along Market St north of Columbia Ave serves as a detention and treatment facility for the runoff from the NSC.

East Hillyard

East Hillyard is served primarily by UICs. Some areas in the Focus Area also have swale biofiltration treatment facilities, which discharge stormwater into the ground after treating the water by trapping sediments, oil, grease, and other pollutants in a vegetated soil media.

East Hillyard has a long history of industrial and railroad activities. As a result, there are numerous cleanup sites registered with the State of Washington's Department of Ecology (DOE). The active sites are named the BNSF Railway Black Tank Property, Burlington Northern Yard, SemMaterials LP Spokane, BNSF RR Bunker C Spill Area, Aluminum Recycling Corp, and Sicilia Trucking. Pollutants of concern for the active cleanup sites include Halogenated and Non-halogenated Organics, Petroleum, Naphthalene, Polycyclic Aromatic Hydrocarbons (PAHs), Chloride, Fluoride, Nitrates, Nitrites, and Lead. All of these sites impact the soil and are therefore of concern to the groundwater. Several other cleanups are documented with DOE as "Cleanup complete", including a lead soil site at the historic BNSF rail yard.

The Yard Plan Area – The existing development generally drains runoff to inlets in adjacent streets, where it enters the storm sewers and flows to numerous nearby single UICs. There are no existing regional stormwater systems for treating stormwater.

E. Wellesley Business District – Most stormwater in this district is treated by UIC with the exception of a biofiltration basin adjacent to the new roundabout of Freya St and Wellesley Ave.

Esmeralda Plan Area – Stormwater in this district is solely treated by UIC.

Beacon Hill Plan Area – The Beacon Hill Plan Area currently contains no public stormwater infrastructure.

Planned Drainage/Stormwater Management Projects (CIP)

The 2024-2029 Citywide Capital Improvement Program (CIP) identified several drainage improvement projects in and around the Focus Area. As the community plans for new employment, housing, and commercial services, it will be important to recognize these drainage-

related investments. All projects have been completed except PIM-2017-101 – Construction of drainage and streetside bio-filtration facilities along Freya St from Garland Ave to Francis Ave. Design for first phase is in progress.

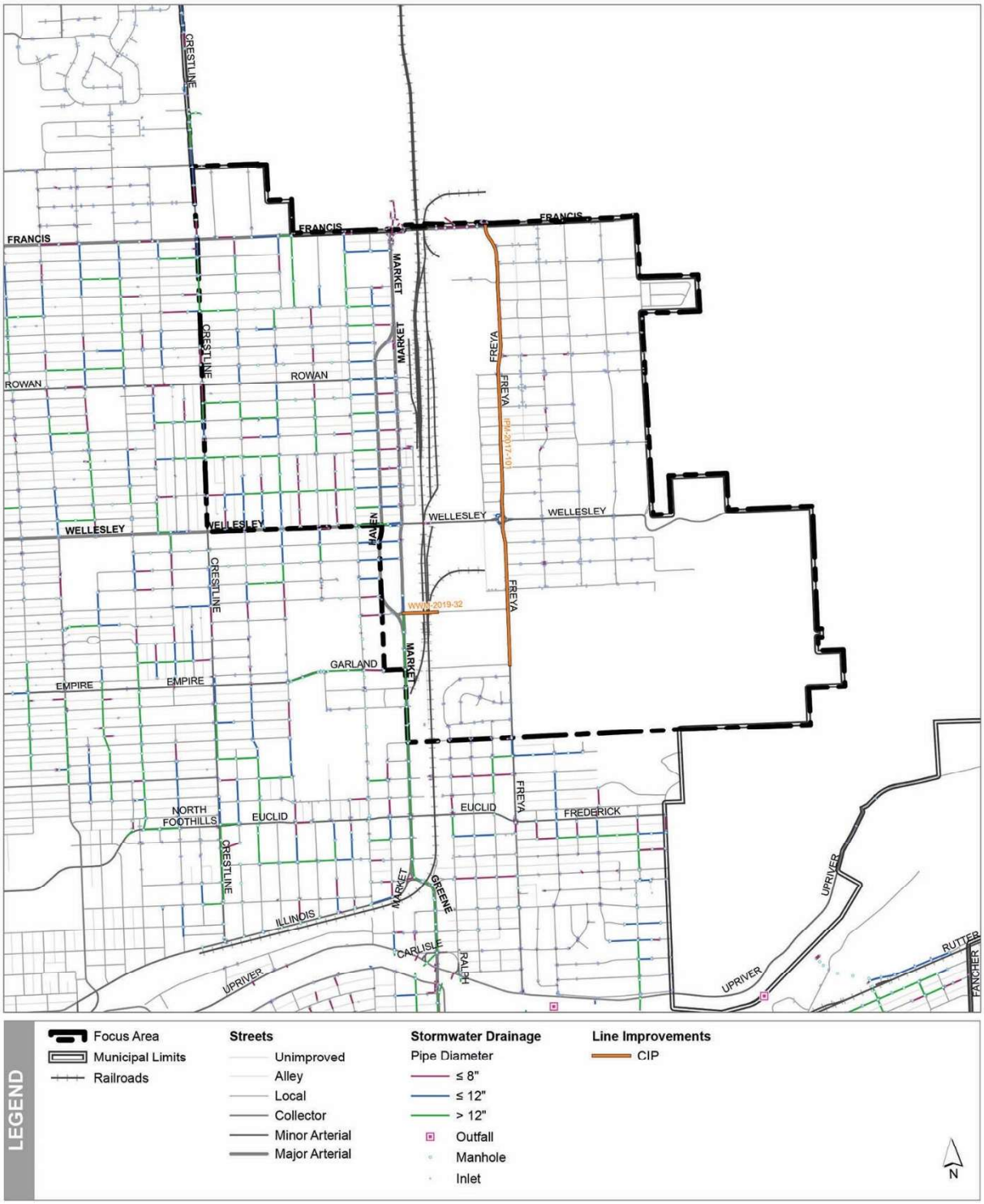

Figure 9– Planned Storm Drainage System – (Capital Improvement Program 2024-2029)

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Broadband

In 2023, Petrichor Broadband produced the *City of Spokane Broadband Assessment* report for the City of Spokane to provide a planning-level analysis of the community's broadband accessibility and strategies to improve service. The *City of Spokane Broadband Assessment* was a crucial component to address (and improve) broadband service in the three Public Development Authorities (PDAs) in the City: *Northeast (NEPDA), University District,* and *West Plains/Airport Area* PDAs (see Figure 10). These service areas were ideal focal points for the study as they contain some of the highest concentrations of disadvantaged households in the City.

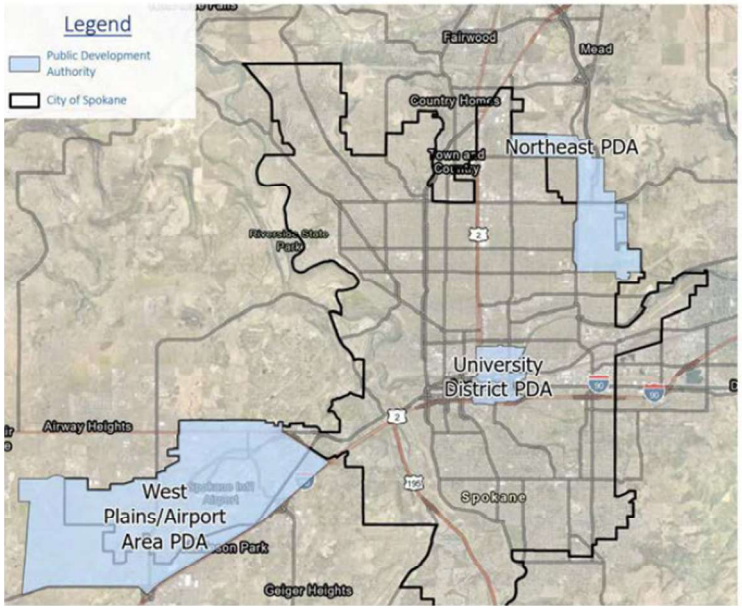


Figure 10 – Public Development Authorities in Spokane – (City of Spokane Broadband Assessment 2023)

The City has developed Target Investment Areas, see Figure 11, based on four criteria:

- Community opportunity and support.
- What the City has accomplished or hopes to accomplish in areas of infrastructure and capital investments.
- Available incentives.
- Level of continued resources and staff support needed.

This approach allows the City to tailor incentives to each type of zone. Available incentives include Multi-Family Tax Exemption, Historic Preservation and New Market Tax Credits.

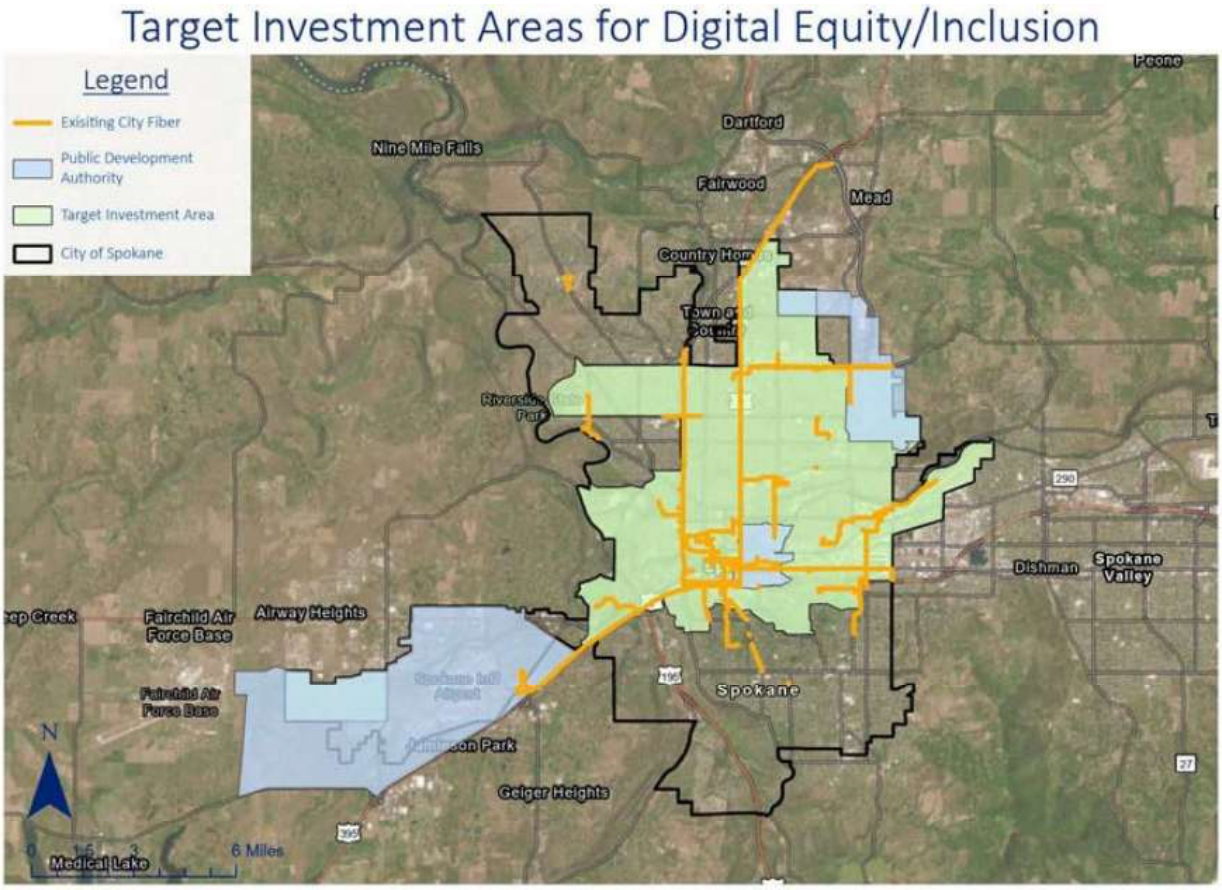


Figure 11 -Target Investment Areas for Digital Equity/Inclusion

Robert Gallardo, PhD a professor at Purdue University, developed the Digital Divide Index (DDI) in 2020 to gauge the digital inclusion for all socioeconomic groups within a geographic area. Data for the City's DDI, see Figure 12, was obtained from the American Community Survey and Ookla speed test crowd sourced data. People who took the Ookla speed tests in the City all reported data speeds under 100/20 Mbps. Lower upload speeds could be the result of old routers and poor performing computers. Oversubscribed and poor performing networks contribute to some of the service discrepancy. People living below the poverty line, people with disabilities and people lacking computer access further increase the digital divide in the region. DDI can be used by community members and broadband providers to analyze and improve broadband adoption and digital equity as communities work to remove the digital divide. The DDI for the Focus Area was in the low category when the Petrichor report was written, but has since been elevated to the moderate range (score of 16.09/100).

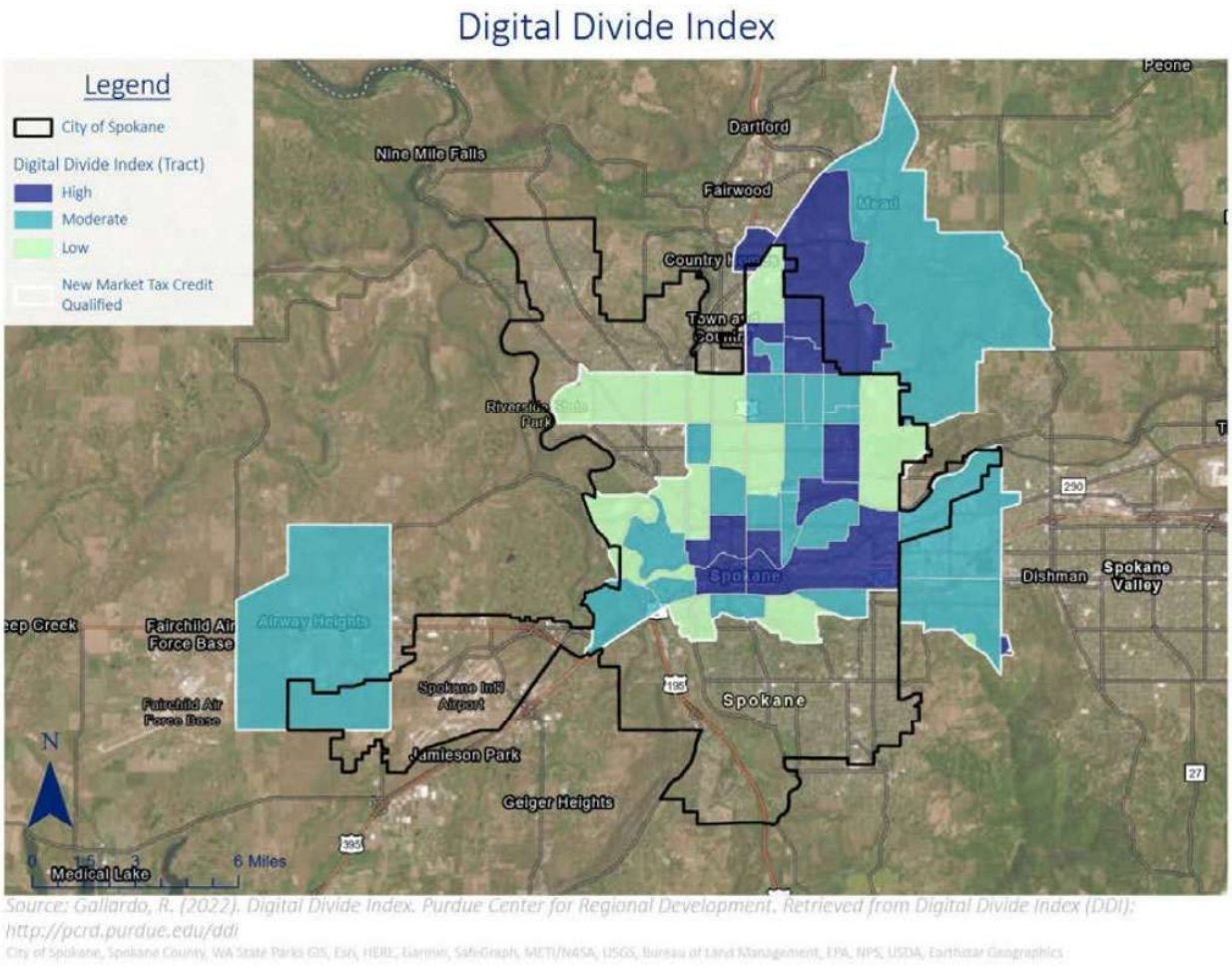


Figure 12 -Digital Divide Index

Figure 13 shows existing private sector and city fiber routes within the Northeast PDA district. NEPDA has good fiber infrastructure from which to build.

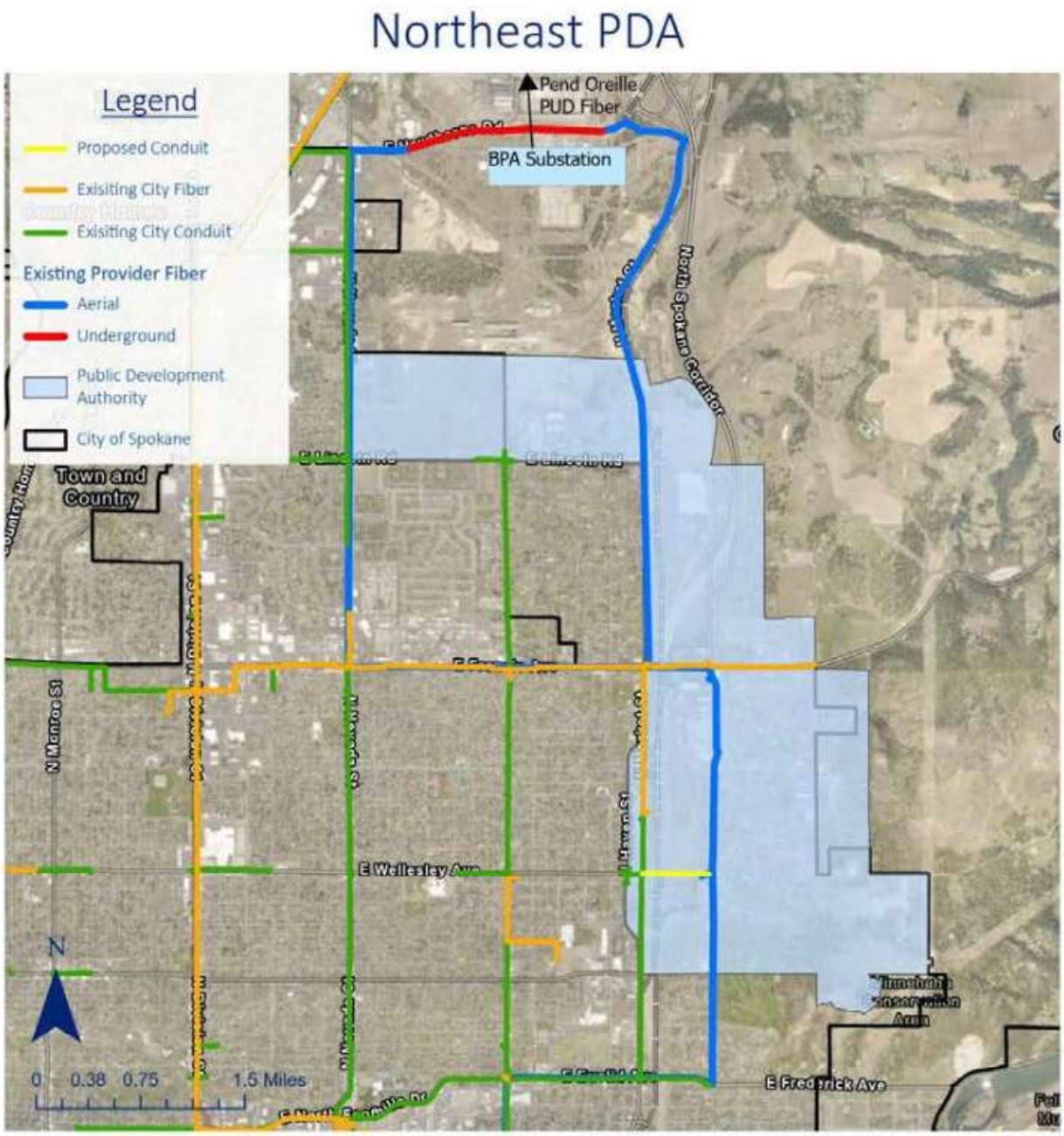
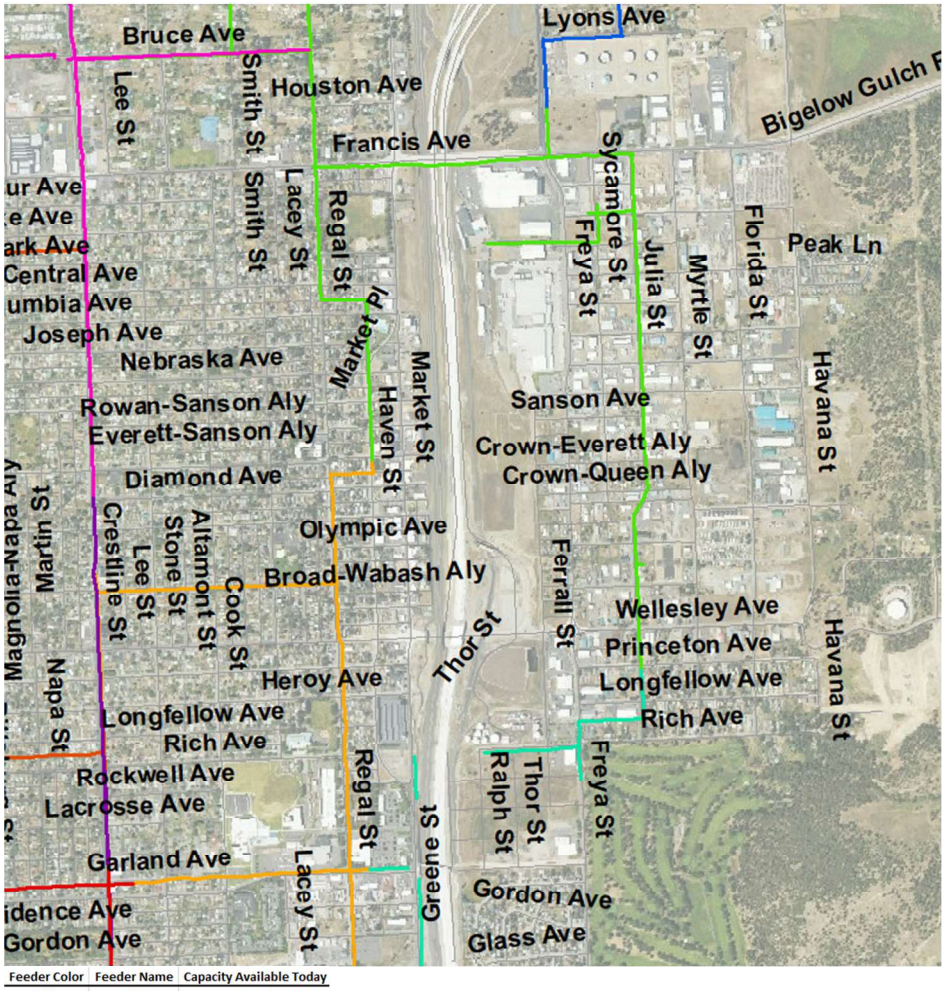


Figure 13 – Existing Fiber Condition

Electrical Power

Electrical power in the Focus Area is provided by Avista Utilities, a regional energy service provider. Avista's power generation comes from a blend of mostly renewable energy sources as outlined in Table 9.3.2 and serves portions of Eastern Washington and Northern Idaho. Power to the Focus Area is provided by transmission lines to the Northeast Substation then by above- and below-ground feeder and distribution lines to serve residential and industrial customers within the Focus Area. See Figure 14 for a map of power feeders and their capacities in the Focus Area.

Table 9.3.2 Avista Electrical Power Sources		
Source	**Renewable?**	**Percentage**
Hydro	Yes	48%
Wind	Yes	9%
Biomass	Yes	2%
Natural Gas	No	33%
Coal	No	8%



Feeder Color	Feeder Name	Capacity Available Today
Pink	NE12F1	1MW*
Blue	NE12F3	500kVA
Lime	NE12F4	500kVA*
Mint	BEA12F2	none
Light Orange	BEA12F5	none
Purple	ROS12F1	1MW
Red	ROS12F6	500kVA
Dark Orange	L&S12F2	500kVA
		*feeder topography changing 7/24 and will have different capacity

Figure 14 – Existing Electrical Feeders – (provided by Avista)

A summary of electrical projects planned by Avista for the Focus Area can be found in Table 3.

Table 3 Planned Electrical Power Projects	
Project	**Description**
Crestline Feeder Line	There are plans to update the feeder line on Crestline Drive with service coming from the west via Bruce/Lions.
Upgrade to Northeast Substation	There are plans to increase the power capacity at the Northeast Substation from 15,000 kVA to 20,000 kVA.
Future Florida/Dalke Substation	Long-range plans to construct a new substation at the intersection of Florida St and Dalke Ave. Transmission lines would follow the foot of Beacon Hill.

Natural Gas

Natural Gas in the Focus Area is provided by Avista Utilities, a regional energy service provider. Avista has provided existing level of service for the independent Plan Areas. Mostly, these are "Good" or "Excellent", but the E. Wellesley Business District and the Beacon Hill District are listed at a "Fair" level of service.

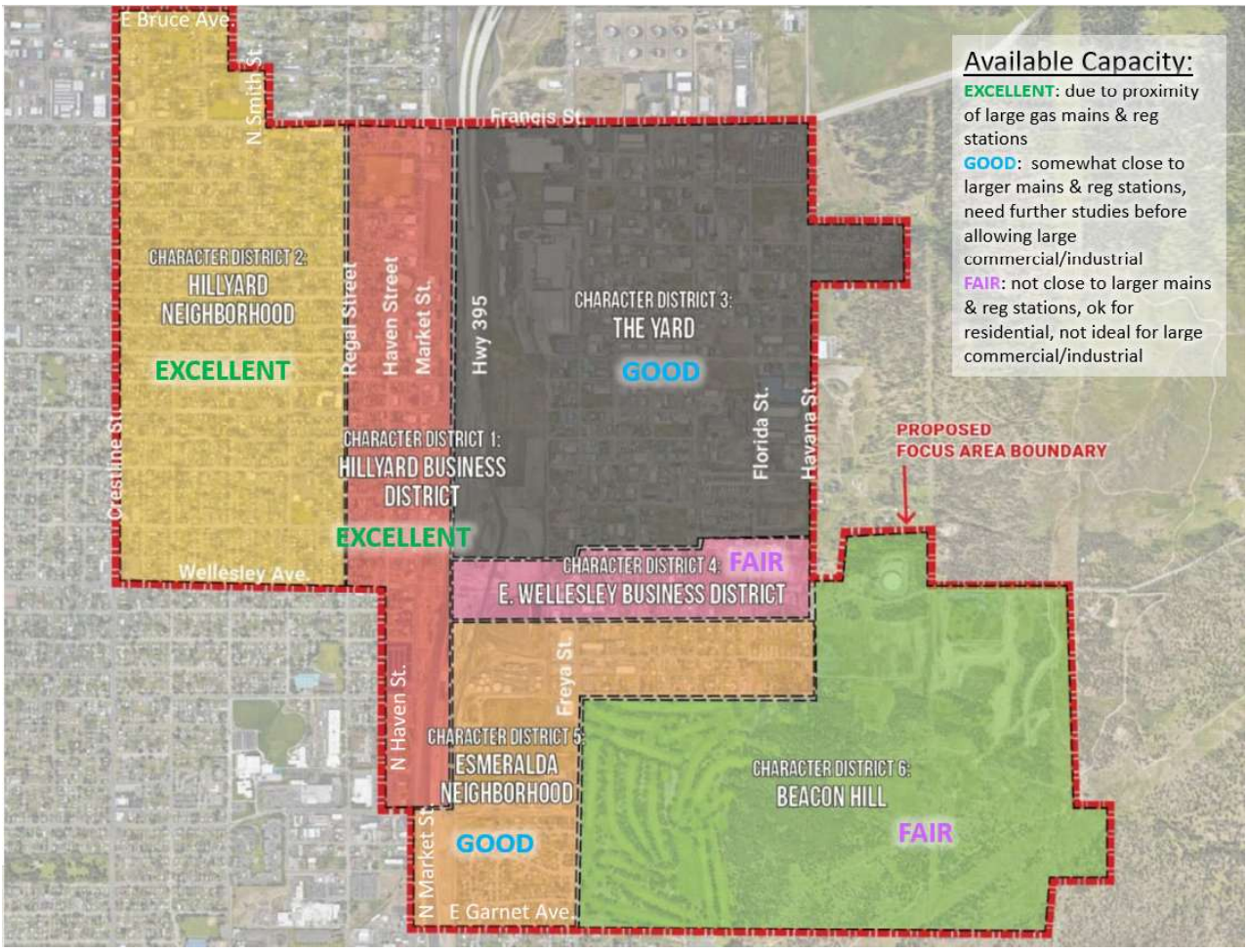


Figure 15 – Existing Gas Level of Service – (provided by Avista)

Current and Projected Utility Demand and Deficiencies

Potable Water Service

The City's Comprehensive Plan sets a Level of Service goal for the water system operating pressure to be 45 psi, but acknowledges that this is not achieved throughout the entire network on all days, and therefore also establishes a minimum requirement of 30 psi.

The Capital Facilities Plan (contained within the Comprehensive Plan) states that the highest recorded maximum day demand (MDD) for the City's water system is 188 MGD, which is 67% of the system's pumping capacity and therefore supply is adequate.

The City's Water System Plan notes some deficiencies in the North Hill Pressure Zone, which contains the Focus Area. These deficiencies include end of useful life of mains and insufficient standby storage volume.

The known water service deficiencies in the Focus Area are listed and summarized in Table 4.

West Hillyard

Water infrastructure is in place in most rights-of-way, lessening the financial burden to extend water line great distances to serve a specific (re)development project. The old age of some of the conveyance pipes could pose risks to the water system's performance and public safety. Pipes of substandard pipe (6 inch) could fail to meet level of service standards for specific (re)development projects, depending on that developments water demand.

East Hillyard

As documented in the Yard Redevelopment Master Plan (2017), portions of the existing potable water service system do not meet current City standards and is unable to fully serve future industrial use based on user demand.

The Water System Plan notes that the Freya St Transmission Main needs replacement because of old age, and that additional transmission is needed to support growth in the Yard.

Table 4 Known Water Deficiencies

Topic	Location	Description
Stagnation issues and gaps	The Yard Plan Area	Poor water circulation due to dead end mains and isolated gaps along several streets including Bismark Ave, Joseph Ave, Central Ave and Sanson Ave.
Low fire flow due to substandard pipe sizes	The Yard Plan Area	Undersized 6" water mains located on Dalke Ave, Columbia Ave, Everett Ave, Princeton Ave, Rich Ave, Myrtle St, Florida St and Havana St

Infrastructure Age	Various locations	With the significant age of some water mains comes the risk of substandard material and/or deterioration, which could negatively impact public safety (water quality), performance (leaks, bursting), and serviceability
Inadequate Transmission	East Hillyard	No transmission main exists through the Yard Area. Existing Freya St Transmission south of Wellesley Ave is approaching the end of its useful life.
Insufficient Standby Storage Volume	North Hill Pressure Zone	Water System Plan notes additional reservoir is needed for this pressure zone to achieve the minimum required standby storage volume.

Sanitary Sewer Service

The City's Comprehensive Plan sets a Level of Service goal for the wastewater system to convey 100 gallons per day per capita (gpdpc).

West Hillyard

Based on a review of utility maps and readily available utility information, many of the sanitary service lines date back to World War II or earlier.

East Hillyard

Past infrastructure studies identified several sanitary sewer deficiencies. City staff has noted the possibility that some sites may have connected stormwater downspouts to sewer conveyance, which could pose environmental risks. The lift station is currently oversized and is anticipated to have sufficient capacity for future growth.

Some of the main sanitary sewer service issues are summarized below:

- **Unserved areas**. A 40-acre area near the northwest corner of the Esmeralda Golf Course, north of Garland Ave and south of Wellesley Ave is currently unserved by the City's sanitary sewer system. There may be viable points of connection to serve this area on Rich Ave, Garland Ave, and under the BNSF ROW. There is also no sanitary infrastructure to the west of Freya St between Garland Ave and Rich Ave in the Esmeralda Plan Area. The Beacon Hill Plan Area is highly undeveloped and does not have any sanitary infrastructure to support future development.
- **Pipe Age and Condition**. Some of the existing sanitary sewer pipes and manholes in the Focus Area are old, in poor condition, or conflict with other projects. For example, an existing 8" sanitary sewer pipe along Broad Ave between Ferrall St and Freya St in the E. Wellesley Business District conflicts with a proposed WSDOT roundabout at Freya St and Wellesley Ave. An existing 8" sanitary sewer main along Rowan Ave between Freya St and Myrtle St in the Yard Plan Area is undersized.

These deficiencies and impacts pose significant challenges and risks for the sanitary sewer system in the Focus Area. The City is working to address these issues and improve the wastewater collection and treatment in the area through various projects and programs, such as the Integrated Clean Water Plan, the Sanitary Sewer Management Program, and the Regional Sanitary Sewer Manual.

Information for existing sanitary infrastructure deficiencies was obtained from Hillyard Infrastructure Assessment and Needs Analysis.

Table 5 Known Sanitary Sewer Deficiencies

Topic	Location	Description
System condition and capacity	West Hillyard	Generally good, but some segments are aging and may be in poor condition.
Unserved areas	Esmeralda Plan Area and Beacon Hill Plan Area	Some areas have no sanitary sewer service or infrastructure (though a private development project is under construction in Beacon Hill which will include public utilities).
Sewer Age, Condition and Conflicts	E. Wellesley Business District and Yard Plan Area	Some pipes and manholes are old, in poor condition, and/or conflict with other planned development.

Drainage and Stormwater Management Facilities

The City of Spokane requires new projects to address stormwater management in accordance with the Spokane Regional Stormwater Manual. Development is also beholden to the Comp Plan's level of service requirements to prevent flooding of property during a 25-yr rainfall event and prevent damage to buildings during a 100-yr rainfall event. Stormwater management must address both detention and water quality standards, meaning that runoff must be treated before it is released to storm inlets and discharged or infiltrated on-site. The soils in the Focus Area vary in their infiltration capacity, depending on the depth and type of the underlying soils, but are generally suitable for disposal by infiltration. Historically, land use patterns forced runoff to streets, where it could mix with pollutants and enter the storm drainage system. Newer projects typically address stormwater on-site, taking up significant portions of developable land area for storm management facilities.

West Hillyard

The stormwater system in Hillyard faces several challenges and deficiencies that affect its performance and efficiency. Some of the main issues are:

Aging and undersized infrastructure. The storm sewers and storm mains in Hillyard are old and may not be able to handle the increased runoff from future growth and redevelopment. The storm main on Regal St, for example, is only 12" in diameter near Francis Ave and may not have enough capacity to convey the runoff from the upstream areas[2]. The storm lines in the eastern part of the Hillyard Business District also vary in size from 10" to 15", which may cause hydraulic inefficiencies and backups.

Stormwater pollution and contamination. As stormwater runoff flows over ground surfaces like roadways and parking lots, it can become contaminated, which is a concern because it can transport pollutants to the Spokane Valley-Rathdrum Prairie Aquifer, the sole source of drinking water for the region, or to the Spokane River, a vital habitat for fish and wildlife. Some of the common pollutants in stormwater runoff include sediments, oil, grease, heavy metals, bacteria, nutrients, pesticides, and trash.

Untreated stormwater discharges. The stormwater system in Hillyard consists of both separate and combined storm sewers. The separate storm sewers discharge stormwater to infiltration facilities, the Spokane River, and Latah Creek at over 100 locations, including many bridges. About 1 billion gallons of untreated stormwater enters the river annually. Combined storm sewers carry stormwater mixed with wastewater to the City's wastewater treatment plant when it rains. However, during moderate to heavy rainfall and snowmelt events, a combination of stormwater and untreated sewage can overflow to the Spokane River due to limited capacity at the treatment plant. These untreated combined sewer overflow discharges can impair the water quality and ecological health of the river.

There are a few known drainage-related service deficiencies that presently exist in the western geographies of the Focus Area based on a review of readily available GIS maps. The known drainage deficiencies in West Hillyard are listed and summarized in Table 6.

Table 6 Known Drainage Deficiencies in West Hillyard

Topic	*Location*	*Description*
Lack of regional stormwater systems	Western portion of the Hillyard Residential Plan Area	No adequate detention and treatment for runoff, increasing flood and pollution risk
Aging and undersized infrastructure	Hillyard storm sewers and storm mains	Old and small pipes that may not handle increased runoff from future growth and redevelopment
Stormwater pollution and contamination	Ground surfaces like roadways and parking lots	Runoff picks up contaminants and carries them to the river or the aquifer, affecting water quality and ecological health
Untreated stormwater discharges	Separate and combined storm sewers	Separate storm sewers discharge untreated stormwater to various locations, while combined storm sewers overflow to the river during heavy rain or snowmelt events

These deficiencies and impacts pose significant challenges and risks for the stormwater system in Hillyard. The City of Spokane is working to address these issues and improve the stormwater management in the area through various projects and programs, such as the Integrated Clean Water Plan, the Stormwater Management Program, and the Regional Stormwater Manual.

East Hillyard

The Focus Area has several drainage deficiencies that affect its stormwater management performance and efficiency. Some of the main issues are:

- **Lack of regional stormwater systems**. The western portion of the Focus Area does not have any regional stormwater systems that can provide adequate detention and treatment for the runoff from the area. This limits the stormwater management capacity and increases the risk of flooding and pollution. However, there are some vacant lots in the area that can pose opportunities for creating regional stormwater systems, such as shared UIC devices or swales, that can serve multiple parcels and reduce the on-site drainage burden for individual projects.
- **Aging and undersized infrastructure**. The storm sewers and storm mains in the Focus Area are old and may not be able to handle the increased runoff from future growth and redevelopment. For example, the storm main on Regal St, which serves the E. Wellesley Business District and the Esmeralda Plan Area, is only 12" in diameter near Francis Ave and may not have enough capacity to convey the runoff from the upstream areas. The storm lines in the eastern part of the Hillyard Business District also vary in size from 10" to 15", which may cause hydraulic inefficiencies and backups.
- **Stormwater pollution and contamination**. As stormwater runoff flows over ground surfaces like roadways and parking lots, it picks up contaminants and can carry the pollutants with it as it makes its way to either the river or the aquifer. Stormwater is a concern because it can transport pollutants to the Spokane Valley-Rathdrum Prairie Aquifer, the sole source of drinking water for the region, or to the Spokane River, a vital habitat for fish and wildlife. Some of the common pollutants in stormwater runoff include sediments, oil, grease, metals, bacteria, nutrients, pesticides, and trash. The Yard has a long history of industrial use, several known contaminated sites, and the possibility for several unknown and untreated contaminated sites.

These deficiencies and impacts pose significant challenges and risks for the stormwater system in the Focus Area. The City of Spokane is working to address these issues and improve the stormwater management in the area through various projects and programs, such as the Integrated Clean Water Plan, the Stormwater Management Program, and the Regional Stormwater Manual.

Table 7 Known Drainage Deficiencies in East Hillyard

Topic	*Location*	*Description*
Lack of regional stormwater systems	Western portion of the Hillyard Residential Plan Area	No adequate detention and treatment for runoff, increasing flood and pollution risk. Vacant lots offer opportunities for creating regional stormwater systems
Aging and undersized infrastructure	Storm sewers and storm mains in the Hillyard Business District, the E. Wellesley Business District, and the Esmeralda Plan Area	Old and small pipes that may not handle increased runoff from future growth and redevelopment. Some pipes need to be upsized or replaced

Stormwater pollution and contamination	Ground surfaces like roadways and parking lots in the Focus Area, contaminated sites	Runoff picks up contaminants and carries them to the river or the aquifer, affecting water quality and ecological health

Broadband

Petrichor has worked with the City's three Public Development Authorities to conduct an analysis of required broadband infrastructure.

Broadband Infrastructure Opportunities within Proposed Road Improvements –

Electrical Power Service

Avista has identified some service issues in the near- and long-term as outlined in Table 8.

Table 8 Avista Electrical Power Concerns

Issue	Discussion
Climate Commitment Act	The State of Washington's Climate Commitment Act could significantly limit the use of natural gas in future developments. Avista anticipates that customers who would have otherwise utilized natural gas (i.e. for heating, dryers, etc.) will instead rely more heavily on the power grid, possibly causing a strain on the electrical grid.
Esmeralda Commerce Park	Current plans for a light industrial park along Freya Ave and Garland Ave would, at full build-out, significantly strain the power grid.
Electric Vehicle Charging Stations	Recent revisions to the building code in the City of Spokane requires private development to include electric vehicle charging stations. Installation of multiple fast charging stations (Type 3) would strain the power delivery system in the area. Avista is currently studying the impact that recent revisions to the building code will have on grid demand.
Electric Buses	Spokane Transit Authority is expanding service via electric buses, including wireless charging technologies, which could have a significant strain on the power grid.

Natural Gas Service

According to Avista staff, the State of Washington's Climate Commitment Act is expected to limit natural gas demand. Avista currently has no plans for capacity-related enhancements in the Focus Area.

West Hillyard

Gas level of service in West Hillyard is "adequate" as depicted in 9.3.12.

East Hillyard

Gas level of service in the E. Wellesley Business District and the Beacon Hill District are "Fair" as depicted in 9.3.12, otherwise the rest of the region is "adequate".

Utility Strategies

This section proposes Capital Improvement Projects and other strategies at a conceptual level that aim to address deficiencies outlined in section 9.4. Proposals from previous studies have been considered and carried forward if merited within the context of the existing utility condition and the Subarea Plan land use, zoning and proposed catalyst sites for targeted (re)development. These proposals are intended for planning use only, not to be used for design and construction unless/until future study provides formal analysis and/or design as necessary. This section also discusses what would be required of future study.

The Project Team has considered the City's ability to serve new land uses/development projects and the necessary capital investments based on the City's policy framework from Comp Plan element 5 - Capital Facilities and Utilities when developing recommendations for utility strategies, notably level of service, concurrency, impact fees, intergovernmental coordination, multi-mode uses, and environmental protection.

Potable Water Service

Additional Standby Storage Volume should be provided to serve the North Hill Pressure Zone. City Staff has indicated that this should occur within the next 20 years.

West Hillyard

As infill development occurs, the City should require some level of investigation into the age and condition of distribution piping and require replacement if warranted. Typically, an applicant would provide anticipated demand for the development, then the City would assess the utility infrastructure to determine whether line replacement or other infrastructure upgrades are warranted to adequately serve the development's water demand and maintain system-wide level of service. For lots without direct access to a distribution main (for example some lots on Regal St, Haven St, Stone St and Lacey St) the City should require that private development extend public distribution mains these relatively short distances to serve the proposed development.

East Hillyard

It is recommended that the City significantly upgrade both distribution and transmission conveyance infrastructure within the Yard. The Subarea Plan recommends a continuation of transmission main in Freya St between Wellesley Ave and Francis Ave, consistent with CIP WAT-2017-26, but including additional transmission main to be installed in Rowan St between Freya St and Haven St under the NSC to providing looping to this new transmission. City staff has indicated that a casing has been installed under the NSC for this exact purpose. Looping of water conveyance increases performance and provides resiliency to the system. Distribution improvements would include a larger diameter network through major rights-of-way, such as Francis Ave, Rowan Ave, Wellesley Ave, Julia St, Rebecca St, and Havanna St. Diameter of the distribution network are anticipated to be 12" to 18". Future study should include a hydraulic analysis of the Yard Area's water system, considering water demand of a fully developed Yard, and provide sizing and exact location of transmission and distribution mains as appropriate. In some places, existing distribution mains may be adequate for continued use.

Sanitary Sewer Service

Due to their age, some sewer line segments may need to be updated to accommodate new (re)development projects. Developers typically provide sewer demands in the design phase, and the City will have the opportunity to evaluate impacts to those sanitary sewer segments; in situations where lines need replacement (or upsizing), those improvements would be provided concurrently with the development. It is also recommended that the City require the developer to inspect the sewer main adjacent to their development with a pipe camera to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

East Hillyard

A region-wide hydraulic analysis of the sanitary sewer system using forecast future demands is recommended to verify the ability of the existing sewer system to serve full build-out of the Focus Area. For this forecast, it is recommended to use the City's standard 100 gpcpd, and assume a future employee count for the Yard of ____.

Any development within the yard proposing to keep existing buildings should demonstrate that they are either not connected to a septic or cesspool system, or to provide plans for connection to public conveyance and decommissioning of said septic or cesspool system. Such development should demonstrate that existing storm downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development.

Some conveyance should be relocated to avoid conflicts with proposed development of a WSDOT roundabout on Wellesley Ave.

Drainage and Stormwater Management Facilities

West Hillyard

Due to their age or size, some storm lines may need to be updated or upsized to accommodate development projects. Such improvements would be provided by the developer and concurrently with the development. It is also recommended that the City require the developer to tv the storm main adjacent to their development to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

Where combined sewer connections exist (i.e. private storm line connected to public sanitary sewer system), the City should require developers to disconnect the storm from the sanitary sewer main, and to treat stormwater separately, as per the Spokane Regional Stormwater Manual.

East Hillyard

It is recommended that the City design and implement regional stormwater treatment systems so infill and redevelopment projects can maximize more of their site. The regional facility approach recommended is described in Hillyard Stormwater Alternatives Report by Maul, Foster and Alongi dated 2020 as "Option 2 – Clustered, Scenario 2". Option 1 is discouraged, as it does not allow for piecemeal or phased construction; one large facility must be built and significant investments in pipe conveyance must be made before any service is possible, while Option 2 would provide service

for dozens of parcels with each individual cluster facility installed, and conveyance could reasonably be expected to be provided by the developer. Scenario 1 is discouraged as it neglects roadways. Drywells serving these roadways within the Yard are either aged or missing. Scenario 2 would allow for decommission of all existing public UICs in the Yard, allowing for savings of repairs/replacements that would have otherwise been required of these drywells, and consolidates maintenance and operations costs.

It is recommended that any development within the Yard should be responsible for assessing the quality and performance of drywells within fronting ROW, and the development should be responsible for bringing these UICs into compliance if deficiencies are discovered.

It is recommended that any development within the yard proposing to keep existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development.

It is possible that there are undiscovered or undocumented spills within the yard, therefore it is recommended that the City require soil sampling on new development projects to test for common pollutants of concern in the area, notably Halogenated and Non-halogenated Organics, Petroleum, Naphthalene, Polycyclic Aromatic Hydrocarbons (PAHs), Chloride, Fluoride, Nitrates, Nitrites, and Lead. If contaminates are discovered, the development shall register the site with Department of Ecology (DOE) as a spill site and take appropriate action to remediate the contaminated soil per DOE requirements. This list may be revised by City staff who are familiar with the aquifer's water quality concerns.

Broadband Service

The Project Team recommends that the City keep Petrichor Broadband apprised of any significant changes in planning, capital improvement projects, or development trends in the Focus Area. Communication between the City and franchise utility providers supports the Comp Plan's Goal CFU 3 – Coordination.

Petrichor recommended the City work with the Washington State Department of Transportation to fully understand how the NSC Freeway could be used as a telecommunications ROW. A conduit could be placed along Wellesley Ave in the underpass.

The City of Spokane Broadband Assessment report concluded with three primary recommendations for the NEPDA (including portions of the Focus Area) to increase broadband infrastructure within the service area:

1. Work with WSDOT to understand the North Spokane Corridor's applicability as a telecommunications right of way.
2. Place conduit within the Wellsley Ave underpass being constructed by the City (completed).
3. Place additional conduit in the areas where sewer and electrical infrastructure are being installed for the new Esmeralda Business Park (i.e., a private development proposal that is

planned within the Esmeralda Plan Area west of Freya Street and south of Wellesley Avenue).

In addition to the recommendations above, Attachments A and B in the City of Spokane Broadband Assessment identify other infrastructure investment proposals aimed at leveraging funding from the American Rescue Plan Act's (ARPA) Build Back Better Regional Challenge (BBBRC) to improve or reconstruct roadways in the City. Specifically, Impact Region Project 1 in Attachment B is a proposal to reconstruct all nonpaved roads, the majority of which exist in the Focus Area. These investments are believed to attract new industrial uses and produce more customers (and demand) for broadband service. In the event this project proceeds, the City should utilize this opportunity to install conduits/fibers within the ROWs of the newly reconstructed roads.

Electrical Power and Natural Gas Services

The Project Team recommends that the City keep Avista apprised of any significant changes in planning, capital improvement projects, or development trends in the Focus Area. Communication between the City and franchise utility providers supports the Comp Plan's Goal CFU 3 – Coordination.

In particular, the E. Wellesley Business District should be a priority for natural gas infrastructure improvement, as this district is currently inadequate for commercial development.

Supportive Comprehensive Plan Amendments

Tax incentives? Impact Fee waivers?

Appendix A: Comprehensive Plan Capital Facilities and Utilities Element Applicable Goals/Policies

The following table lists the applicable goals and policies from the *Capital Facilities and Utilities Element* (Chapter 5 of the Spokane Comprehensive Plan) as they relate to Utility Infrastructure in the Subarea Plan. See the City of Spokane Comprehensive Plan for a complete list and additional content.

Comprehensive Plan Goals and Policies	
Goal	**Policies**
CFU 1: Adequate Public Facilities and Services Provide and maintain adequate public facilities and utility services and reliable funding in order to protect investment in existing facilities and ensure appropriate levels of service.	**CFU 1.1 Level of Service -** Adopt written level of service standards for each type of public facility or utility service, and provide capital improvements to achieve and maintain such standards for existing and future development. **CFU 1.2 Operational Efficiency -** Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing the capacity, use, and/or life expectancy of existing facilities. **CFU 1.3 Maintenance -** Require the maintenance, rehabilitation, and renovation of existing capital facilities. **CFU 1.4 Use of Existing Structures -** Require the use and adaptive reuse of existing buildings before new community facilities are constructed. **CFU 1.7 Funding -** Identify and pursue all practical and equitable ways to fund the capital improvement projects necessary to serve existing and future development. **CFU 1.8 Intangible Costs and Benefits -** Include intangible costs and benefits in any cost/benefit analysis when considering the development and life span of proposed capital facilities.
CFU 2: Concurrency Ensure that those public facilities and services necessary to support development are adequate to serve the development and available when the service demands of development occur without decreasing current service levels below locally established minimum standards.	**CFU 2.1 Available Public Facilities -** Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years. **CFU 2.3 Phasing of Services -** Develop and implement a phasing schedule for the provision of services within the Urban Growth Area that is reflected in six-year capital improvement plans and strategically coordinates planned service levels with anticipated land use and development trends. **CFU 2.4 Impact Fees -** Include impact fees as one possible mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities. **CFU 2.5 Exemptions from Impact Fees -** Exempt development activities with broad public purposes from growth-related impact fees.

Comprehensive Plan Goals and Policies	
Goal	**Policies**
	CFU 2.6 Funding Shortfalls - Reassess the land use element whenever probable funding falls short of meeting existing needs in order to ensure that development patterns and level of service standards remain consistent with financing capabilities related to capital facilities plans.
CFU 3: Coordination Promote contiguous, orderly development and provision of urban services through the regional coordination of land use and public services related to capital facilities and utilities.	**CFU 3.1 Special Purpose Districts -** Enter into agreements with special purpose districts within the adjacent Urban Growth Area (UGA) to address the provision of urban governmental services and public facilities. **CFU 3.2 Utility Installations -** Facilitate the coordination of public and private utility activities by giving interested utilities timely notification of road projects that would afford them an opportunity for utility installation and maintenance. **CFU 3.3 Utilities Coordination -** Work with adjacent planning jurisdictions and private utility providers to develop a process that ensures consistency between each jurisdiction's utilities element and regional utility plans, as well as coordinated and timely siting of regional and countywide utility facilities. **CFU 3.5 Uniformity of Standards -** Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).
CFU 4: Service Provision Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.	**CFU 4.1 Compact Development -** Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services. **CFU 4.3 Underground Utilities -** Require new utility lines to be installed underground and encourage the conversion of existing overhead distribution lines to underground lines unless it is not physically feasible.
CFU 5: Environmental Concerns Minimize impacts to the environment, public health, and safety through the timely and careful siting and use of capital facilities and utilities.	**CFU 5.2 Water Conservation -** Encourage public and private efforts to conserve water. **CFU 5.3 Stormwater - I**mplement a Stormwater Management Plan to reduce impacts from urban runoff. **CFU 5.4 Ground Water -** Protect, preserve, and enhance ground water resources through proactive, aggressive measures.
CFU 6: Multiple Objectives Use capital facilities and utilities to support multiple interests and purposes.	**CFU 6.1 Community Revitalization -** Provide capital facilities and utility services strategically in order to encourage and support the development of Centers and Corridors, especially in deteriorated areas of the city. **CFU 6.2 Economic Development -** Make capital improvements that stimulate employment opportunities, strengthen the city's tax base, and attract private investment to target areas.

Comprehensive Plan Goals and Policies	
Goal	**Policies**
	CFU 6.3 Joint Use of Public Sites - Encourage the acquisition of sites for public and quasi-public purposes that are of sufficient size to meet current and future needs and allow for joint use.

Appendix I

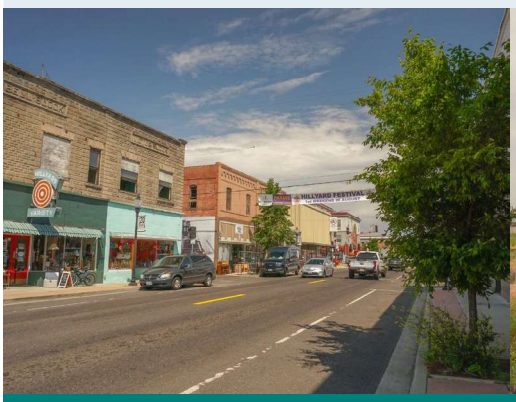
Market Study Report

Hillyard Subarea Plan: Market Study

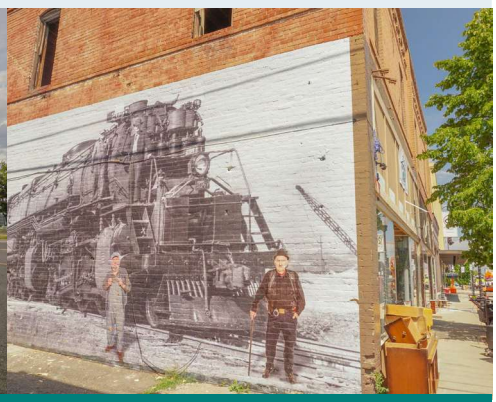
Prepared for the City of Spokane & Northeast Development Authority under contract to Stantec

By Agnew::Beck Consulting

Final Draft- August 2024







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Prepared by Agnew::Beck Consulting, Inc.
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1. Executive Summary

Report Purpose + Methods

The City of Spokane (the "City") and Northeast Public Development Authority (NEPDA) have entered into a partnership to lead a coordinated effort that will result in a Subarea Plan for the Hillyard neighborhood, and the surrounding areas nestled in the northeast corner of the City. The City/NEPDA embarked on this planning initiative to build upon past planning efforts and technical studies focused on infrastructure, economic development, brownfield reuse/redevelopment, and responding to the unique needs/opportunities associated with this area of the community.

The Subarea Plan Focus Area (the "focus area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre focus area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the South, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

As part of this effort, the primary consultant, Stantec hired Agnew::Beck Consulting to conduct a market study of the focus area to inform the area-wide planning process. The purpose of this report is to share the findings related to trends in population, housing, employment and the real estate market. Additionally, Agnew::Beck translated projected population and job growth into demand for residential, commercial and industrial land uses within the focus area. Data to support this effort was sourced from: The City of Spokane, Spokane Regional Transportation Council (SRTC), Washington State Office of Financial Management, Washington State Employment Security Department, the U.S. Census Bureau and the Department of Housing and Urban Development.

Geography

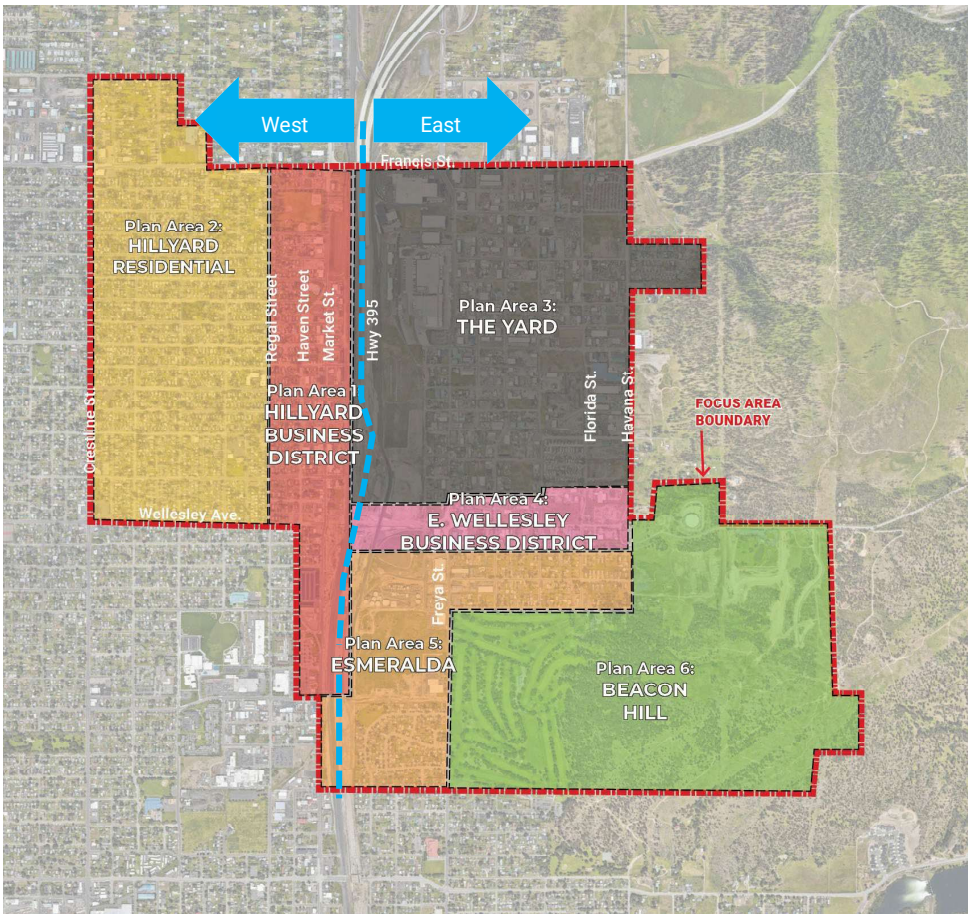
There are several types of geography that are utilized to share out demographic, housing, and economic data in this report.

- **County level-** Spokane County for comparison purposes
- **City level-** City of Spokane for comparison purposes
- **Census Tracts-** Four census tracts (2.01, 2.02, 16 and 144) roughly encompass the focus area. Some of the data for the focus area in this report is a compilation of census tract data.
- **Traffic Analysis Zone (TAZ)-** The Spokane Regional Transportation Council (SRTC), which is the regional transportation planning agency collects and forecasts housing and employment data at smaller geographies to plan for future transportation upgrades. TAZ boundaries that align closely, but not exactly, with the focus area are used to estimate housing and employment trends within the focus area.

Focus Areas

The Subarea Plan will approach reuse and revitalization planning as a series of six "Plan Areas" with the goal of recognizing and addressing the unique land use and infrastructure needs for these geographic areas within the larger focus area. This market analysis will summarize trends in population, housing, employment and the real estate market for the total focus area alongside two summary areas. The West Hillyard summary area encompasses the Hillyard Business District (Plan Area 1) and Hillyard Residential (Plan Area 2). The East Hillyard summary area encompasses The Yard (Plan Area 3), Wellesley Business District (Plan Area 4), Esmeralda (Plan Area 5) and Beacon Hill (Plan Area 6).

Figure 1: Area Wide Planning Focus Areas



Key Findings: Population + Employment

Key population, housing and employment trends are listed below.

- **Modest population growth is expected in the focus area.** With an estimated current population of 9,686 people, the population in the focus area is expected to grow by just over 3 percent over the next 10 years, an average annual growth rate of roughly 0.32 percent. Comparably, the population in the City of Spokane is expected to increase by 8 percent over the next 10 years, adding nearly 47,000

new residents to the City.[1] In recent years, the focus area has experienced a slight decline in population, which coincided with construction and right of way acquisition related to the North Spokane Corridor. Planned residential development and large infrastructure improvements such as the North Spokane Corridor Project are expected to bring more activity to the focus area and reverse recent trends. Through proactive planning and new redevelopment projects, the focus area has the potential to absorb a higher proportion of the City's population growth.

- **There is demand for as many as 434 new housing units in the focus area over the next 10 years**. In addition to new housing units there is also a substantial need for rehab or renovation of existing housing units in the focus area. Roughly 414 of the existing housing units in the focus area are expected to need substantial renovation/rehab over the next 10 years in order to stay on the market.
- **Considerable job growth is expected.** Based employment projections developed for transportation planning and an estimated capture of the city-wide employment growth, it is estimated that just over 1,000 new jobs will be created in the focus area over the next 10-years, this translates to roughly a 1.8 percent average annual increase in the total number of jobs. Job growth in Spokane County is also expected to grow at a rate of around 1.9 percent in the near term before leveling out closer to 1.3 percent annually starting in 2026.
- **Job growth could spur demand for 400,000 square feet of commercial/employment space in the focus area over the next 10 years.** Using industry standards for types of facility spaces and employment densities, it is expected that approximately 400,000 square feet of commercial space will be in demand over the next twenty years; this includes demand of office, industrial/flex, retail, accommodations/food services and institutional space.
- **West Hillyard has slightly smaller household sizes and fewer households with children.** West Hillyard has an average household size of 2.36 individuals per household, while East Hillyard has an average household size of 2.78. Additionally, roughly 37 percent of households in East Hillyard include one or more people under 18 compared to only 28 percent of households in West Hillyard.
- **Household income is lower in West Hillyard.** The median household income in West Hillyard is $41,000, roughly 28 percent below the median income of the City of Spokane. Conversely, the median income in East Hillyard is $61,000, approximately 7 percent above the city median income.
- **Roughly 26 percent of households in the focus area are cost burdened.** Renter occupied households are more than four times as likely to be cost burdened compared to owner occupied households and nearly half (47 percent) of all renter occupied households in the focus area spend more than 30 percent of their total household income on housing. This suggests that there is a need for additional affordable housing, specifically affordable rental housing, in and around the focus area.

Note: This analysis relies on the use of existing research data, mainly data obtained through Policy Map and the U.S. Census American Community Survey. Populations within the focus area who may be less inclined to respond to a broad-based survey or are more transient may be under-represented in these data sets. Additional data reported for smaller samples sizes, such as Census Tracts, often have higher Margins of Errors (MOE) associated with them. The goal of this analysis it to look more broadly at population, housing, and employment trends within the Hillyard Focus Area.

[1] Washington State Office of Financial Management, Official Population Projections, December 2022

Figure 2: Population and Employment Characteristics

Population Characteristic	Hillyard Focus Area	West Hillyard (sub area)	East Hillyard (sub area)	Spokane City	Spokane County
Total population (2020)	9,686	6,081	3,605	228,989	539,339
Average annual population growth rate (2010-2020)	0.1%	0.1%	0.1%	1.0%	1.4%
Net population change (2010-2020)	65	41	24	20,073	68,118
Projected average annual population growth rate (2025-2045)	0.32%	0.32%	0.31%	0.74%	0.84%
Household (HH) Size	2.46	2.36	2.78	2.32	2.46
Med. HH Income [1]	$48,594	$41,044	$60,850	$56,977	$64,079
HH with Children % [1]	31.3%	28.2%	36.5%	26.9%	29.4%
HH with Seniors % (Age 65+) [1]	24.4%	25.1%	23.3%	27.7%	29.5%
Unemployment Rate (5-year Average) [1]	6.8%	6.0%	8.2%	6.2%	5.7%
Total Employment (2021)	4,309	1,897	2,412	106,041	245,504
Annual Estimated Job Growth Rate	2.3%	2.4%	1.4%		1.6%
Projected Jobs (2033) [2]	5,535	2,436	3,098		372,051

Source: Hillyard Subarea Plan, Policy Map Export 1/24/24
[1] Sourced from U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021
[2] Spokane projections based on Employment Security Department/DATA2, Spokane long-term alternative 1 occupational employment projections, July 2023.

Figure 3: Housing Characteristics: Focus Area, Census Tract, City, and County

Housing Characteristic	Hillyard Focus Area	West Hillyard (sub area)	East Hillyard (sub area)	Spokane City	Spokane County
Total Housing Units	3,872	2,548	1,324	99,933	221,968
Owner Occupied	63%	55%	77%	57%	64%
Renter Occupied	37%	45%	23%	43%	36%
Vacant Units	181	123	58	3,450	4,306
Residential Vacancies (%)	3.7%			3.0%	1.8%
Average Household Size	2.50	2.36	2.78	2.32	2.46
Overcrowded Households [1]	177	119	58	1,220	2,776
Severely Overcrowded Households [1]	15	15	0	714	1,557
Built Prior to 1950 [1]	32.5%	41.6%	14.9%	34.9%	20.6%

Source Hillyard Subarea Plan, Policy Map Export 1/24/24
[1] Sourced from U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021
Note: More than 1.0 occupant per room. A "room" includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements. More than 1.5 occupants per room. A "room" includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements.

Key Findings: Development Forecast + Available Land

The team developed and compiled population, employment, and housing forecasts to model the demand for residential and commercial land in the Hillyard area. The development forecasts were compared with a comprehensive property inventory for the Hillyard area to determine whether there is adequate available land supply to accommodate projected demand. For purposes of this study, available land includes both undeveloped land, defined as sites that do not have a building/structure, and unoccupied land, defined as sites with existing buildings/structures that do not have an occupant/tenant.

- **Overall, there is sufficient available land in the focus area to accommodate projected demand (surplus of 514 acres).** The focus area has a total of 622 acres of undeveloped and/or unoccupied land, which is adequate to meet the combined commercial and residential demand of 108 acres over the next 10 years.
- **There is adequate available land to accommodate commercial development in the focus area.** When looking at land that currently allows commercial and industrial activities, there will likely be a surplus of 514 acres of available land in the focus area to accommodate future employment growth anticipated over the next 10 years. This includes available land that is currently zoned to allow residential, as well as commercial uses.
- **Adequate available land exists to accommodate residential development in the focus area.** There is just over 230 acres of available land that could accommodate some form of residential development within the focus area. This land supply should adequately meet the forecasted demand for 73 acres of residential development over the next 10 years. Land supply includes available land with a zoning designation that allows for residential, as well as commercial uses.
- **Opportunity sites offer 217 acres of available land supply that could accommodate roughly eight percent of the total residential demand and all of the commercial demand.** Stantec identified 22 opportunity sites within the focus area based on an array of site, ownership, and land use characteristics. The parcels identified also have low Improvement to Land Value Ratios (ILVR). The ILVR is calculated based on property tax records and is a metric commonly used to identify parcels that are under-utilized from a development perspective.

The findings described above make a strict comparison between acreage that is in demand and acreage that is available as land supply. However, it is important to note the following caveats to these estimates.

- The available land estimates are duplicated between residential and commercial land uses because many of the zoning districts allow both activities. If residential development outpaces commercial development and "uses-up" the majority of available land supply, there would be less commercially zoned land available to meet demand. Similarly, if commercial development quickly absorbs much of the land supply, there will be less land available for residential development. Overall, there is still a surplus of available land when compared to overall demand for land in the focus area.
- Not all parcel sizes and shapes will be conducive to development depending on the size of the project being considered. Land assembly may be needed to ensure adequate parcel size.
- Not all undeveloped or unoccupied parcels are easily developed. For example, unoccupied parcels with existing structures may limit development potential and/or impose higher development costs to redevelop the property.
- Private owners of unoccupied or undeveloped properties may be unwilling or uninterested in developing their land. There are also a number of planned developments within the study area boundaries that have yet to materialize but could impact land availability going forward.

Figure 4: Land Supply and Demand in Focus Area (Acres): Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	700.4	229.0	2.2	**231.3**	**72.6**	158.7
Commercial [2]	578.8	230.0	8.2	**238.2**	**27.5**	210.7
Industrial [3]	547.56	227.40	8.15	**235.55**	**7.4**	228.1
Total Unduplicated Acres [4]	**1,387.6**	**613.6**	**8.2**	**621.7**	**107.5**	**514.2**

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code uses.

Key Findings: Interview Themes

As part of the market analysis, Agnew::Beck interviewed real estate professionals and businesses as well as other economic development stakeholders to develop an overall understanding of factors influencing growth in the focus area. Interviews also informed the portion of the overall development forecasted for the City of Spokane that the study area can expect to capture over the next ten to twenty years.

Some of the key findings from the conversations with stakeholders are as follows:

The North Spokane Corridor Project. The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to impact the demand for both commercial and residential land in the focus area. Construction of the North Spokane Corridor will create opportunities for adjacent commercial and industrial development, potentially making this a more desirable area for employers to relocate. The North/South connection also has the potential to reduce commuting times to this area, making it a more desirable place for workforce residential development. Some stakeholders also expressed concerns that the new corridor project would make this area less pedestrian friendly and further divide the focus area into two distinct areas (east and west).

Infrastructure upgrades would support future development. Infrastructure in the focus area is seen by some as limiting the development potential of the focus area. Specifically, street paving and storm water drainage systems were identified as two potential infrastructure improvements that would make this area more attractive for future commercial and industrial development.

Barriers to development. Market forces, such as high interest rates, a high cost to build and lower rents, currently present a challenging environment for both commercial and residential development. In order for projects to be financially feasible in the current market, more upfront equity is required and debt service coverage ratios must be higher in order to take advantage of tax incentives. Some incentives that have the potential to make development more attractive include Designated Opportunity Zones, multi-family housing tax incentives, deferral or waiver of General Facilities Charges (GFC) and flexibility around parking and building height requirements.

Redevelopment and reuse of older, existing properties. There are several underutilized properties that can be redeveloped or adaptively reused for new community-serving purposes. There is a desire to rediscover

and connect to the history of this area through the revitalization of existing buildings. Protecting the focus area's character is important to the community. There is also an acknowledgment that the focus area has a long history of industrial and manufacturing uses, especially near its southern and eastern limits, which may have contributed to contamination in soil and groundwater of some of the available parcels.

Recommendations + Strategies

Hillyard faces a unique set of challenges when it comes to redevelopment. This section presents some high-level strategies to be considered to address some of these challenges and encourage development in the focus area.

Housing

Affordability: The average household income for existing residents of Hillyard poses a hardship for obtaining affordable housing. Nearly half of all renter-occupied households (47 percent) in this area are considered to be cost burdened, spending more than 30 percent of their total household income on housing indicating that there is specifically a need for more affordable rental units in this area. Households making less than $35,000 per year account for over 60 percent of all cost burden households in the Hillyard area, suggesting that targeting monthly housing costs that are under $900/month would help support this underserved portion of the study are population. Depending on households size, many of the cost burden households in the focus area would likely meet the HUD income limits to be considered as low income (80% of AMI) or very low income (50% of AMI) households.

Variety: Currently the focus area lacks a broader array of housing options with detached single family housing units accounting for over 80 percent of all housing units. There are also few units with three or more bedrooms to accommodate larger family households. Additional variety in both housing type (e.g. duplex, triplex, multifamily etc.) and housing size could benefit existing residents and attract new residents to the Hillyard area.

Revitalization Tool: Housing is a vital revitalization tool, especially in the Hillyard Business District and the planned E Wellesley Business District. Housing plays a key role in attracting the workforce to an area and bringing regular foot traffic to support retail and mixed use. Housing can also help mitigate the "post workday ghost town" effect, that can leave predominately commercial areas feeling empty, underutilized and in some cases unwelcoming during non-working hours.

Incentives: The City has several incentives for housing projects that could help close some of the financial feasibility gap. Some incentives specifically targeting housing development include the Multi-Family Tax Exemption (MFTE) which includes an 8-year incentive for market rate housing, a 12-year incentive for if the project includes affordable/rent-restricted units and a 20-year incentive for projects that include permanent owner-occupied affordable housing units. The "Parking 2 People" or Sales and Use Tax incentive encourages redevelopment of vacant or underdeveloped lots (particularly parking lots) and the construction of affordable rate housing. The City also offers a 3-year tax exemption for Detached ADU's which could be a good option for Hillyard since much of the housing stock in this area is detached single family units. A portion of the Hillyard Study Area is also eligible for New Market Tax Credits which is designed to attract private capital to low-income communities by permitting individual and corporate investors to receive tax credits against their federal income tax in exchange for equity investments in CDEs.

Zoning: It is recommended that the City insures that zoning standards, especially the Corridor Zones, allow for standalone multi-family as well as mixed use development. This will allow flexibility for future redevelopment and clear and predictable zoning standards are often attractive to future developers.

Commercial Services

Increase Amenities: Commercial services, like cafés and restaurants, are a sought-after amenity for residents, the local workforce and visitors alike. Nearby commercial services could also reduce transportation costs for resident workforce, making Hillyard a more affordable place to live. Encouraging the development of commercial services in conjunction with housing development will attract more people to the Hillyard Study Area. The Hillyard Business District specifically could benefit from an increase in both the number and diversity of commercial services and shopping options.

Smaller Scale Retail: The retail landscape is changing and shifting towards smaller-scale, experience-based enterprises (e.g., specialty shops, cafés and restaurants). A larger consumer base is required to support larger big box retailers as consumer preferences have continue to evolve and increasing include online sales. Small scale commercial services in the E Wellesley Business District would complement the existing industrial uses in East Hillyard and planned residential development in Beason Hill.

Infrastructure Updates: The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to create opportunities for adjacent commercial and industrial development in the focus area. Maintaining and updating the infrastructure in the areas surrounding the North Spokane Corridor would make the focus area even more appealing for future commercial development.

Industrial Uses

The Yard: Existing industrial clusters that occupy the northeast quadrant of the focus area, commonly referred to as The Yard, are a defining characteristic of the focus area and are expected to continue to play an important role in the focus area. The North Spokane Corridor will create a competitive advantage for moving goods and services through this area as a direct freight route with its connection into I-90, creating an opportunity to attract more industrial users to this area.

Land Use Flexibility: In addition to the larger industrial users, there is also and opportunity to attract smaller scale manufacturers and fabricators, such as welders, specialty products, 3D printing and machine shops, to the focus area. Relatively affordable land costs paired with land use flexibility to accommodate different types of industrial will make the focus area an attractive option for a variety to industrial users to locate in the focus area.

Infrastructure Improvements: Many of the industrial areas of the focus area in need of some critical infrastructure improvements, such as paving streets and expanding access or upgrading utilities within the area. These improvements are essential for attracting new industrial users to the area.

2. Housing + Employment Forecast

Population

Historical Trends

The focus area experienced modest population growth between 2010 and 2020 with an average annual population increase of 0.1 percent. This followed a period of population decline between 2000 and 2010 that saw an average annual population decline of -0.2 percent. This population decline coincided with construction and right of way acquisition related to the North Spokane Corridor (NSC) which likely resulted in displacement as properties were acquired for the NSC. During this same period, the City of Spokane experienced population growth at an average annual rate of roughly 0.8 percent.

Figure 5: Historic Population Trends

Geography	Net Change 2010 – 2020	Percent Change 2010 – 2020	Average Annual Percent Change
Spokane County	68,118	14.5%	1.4%
Spokane City	20,073	9.6%	1.0%
West Hillyard	41	0.7%	0.1%
East Hillyard	24	0.7%	0.1%
Hillyard Focus Area	65	0.7%	0.1%

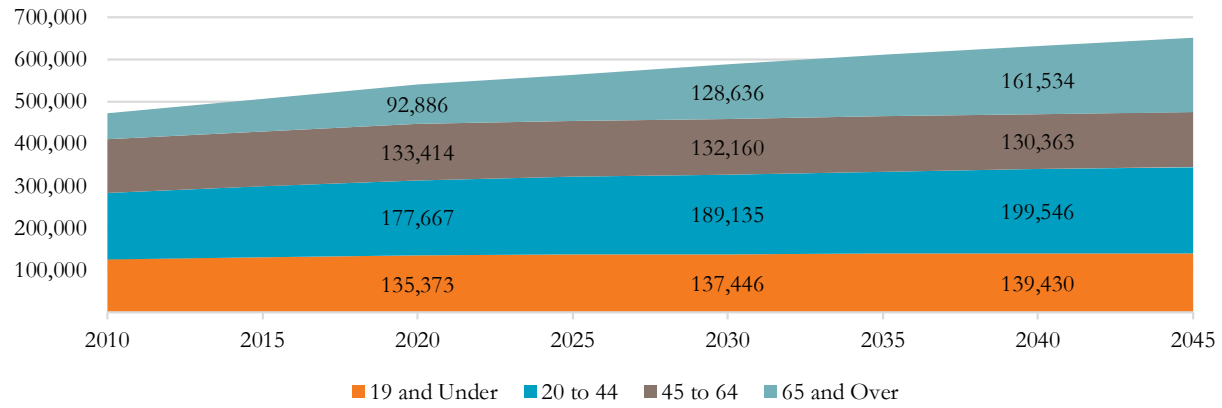
Source: Hillyard Subarea Plan, Policy Map Export 1/24/24

The population in the City of Spokane is expected to continue to show steady growth over the next 20 years with a projected population increase of over 87,000 people (a 16 percent increase) by the year 2045.[2] In addition to the projected overall growth in population, the age composition in Spokane is projected to change as well. Between 2025 and 2040, the population over the age of 65 is forecasted to increase by nearly 50 percent, while the population of younger adults between age 20 and 44 is forecast to only increase by 9 percent during that same time. This is a demographic trend that we are seeing in many communities as the largest age cohort in the United States, the Baby Boomers, continue to age.

The demographics of the focus area generally mirror the city as a whole. The majority of the population identifies as white (78 percent), just over nine percent identify as two or more races, four percent identify as Asian, three percent black or African American, two percent identify as Native Hawaiian or other Pacific Islander or American Indian/Alaska Native. Just over seven percent of the focus area population identifies as Hispanic or Latino, which is also mirror the demographics of the city as a whole.

[2] Washington State Office of Financial Management, Forecasting and Research Department, December 2022

Figure 6: City of Spokane Population Projections by Age



Source: Forecast based on Washington State Office of Financial Management, Population Estimates by Age 2010-2022.

Population Forecast

The population in the City of Spokane is forecasted to grow at an average annual rate of 0.74 percent over the next 20 years. The focus area is expected to capture a portion of this overall growth but is expected to grow at a slightly slower rate. In recent years, the focus area has experienced little not no growth in population, but planned residential development and large infrastructure improvements such as the North Spokane Corridor Project are expected to bring more activity to this area and reverse recent trends. Through proactive planning and new redevelopment projects, the focus area has the potential to absorb a higher proportion of the City's population growth.

This study assumes that the focus area population will grow at an average annual rate of roughly 0.32 percent between 2023 and 2033. This assumed growth rate is based on historical population trends, population forecasts produced by the Office of Financial Management for the City of Spokane and the SRTC Regional Transportation Model TAZ level population estimates. Based on the forecasted growth rates, the focus area population is expected to increase by roughly 315 people by 2033.

Figure 7. Focus Area Population Growth Rate Assumptions

Focus Area	Avg Annual Growth in Focus Area (2010-2020) [1]	Avg Annual Growth for Spokane City (2010-2021) [2]	Forecasted Avg Annual Growth for Spokane City (2025-2045) [3]	Forecasted Avg Annual Growth for Focus area TAZs (2019-2045) [4]	Assumed Growth Rate (2023-2033) [5]
West Hillyard	0.07%	0.84%	0.74%	0.17%	**0.32%**
East Hillyard	0.06%	0.84%	0.74%	0.14%	**0.31%**
Total Focus Area	**0.07%**	**0.84%**	**0.74%**	**0.16%**	**0.32%**

[1] Policy Map Export of Hillyard Subarea Plan
[2] Washington State Office of Financial Management - April 1 Official Population Estimates
[3] Office of Financial Management - Forecasting & Research- December 2022
[4] Based on SRTC Regional Transportation Model 2019-2045- TAZ level Household Forecasts
[5] Calculated as the average of the growth rates shown on this table.

Housing

Policy Map reports just over 3,800 existing housing units in the focus area, with an estimated 2,500 housing units in West Hillyard and 1,300 housing units in East Hillyard based on distribution of housing units reported by the U.S. Census. The majority of the existing housing units in the focus area are occupied (96 percent of total housing units). The majority of the housing units in the focus area (63 percent) are owner occupied. This trend appears to be more pronounced in East Hillyard, where owner occupancy is closer to 77 percent, while in West Hillyard there is a more even split between renter and owner occupancy, with just slightly more renters (55 percent of occupied units).

The average household size in the focus area is 2.5 people per household, which is slightly higher than the city-wide average of 2.3 people per household. Within the focus area, households in East Hillyard are larger on average with nearly 2.8 people per household, compared to an average household size of 2.4 in West Hillyard. The housing units in East Hillyard are also more likely to have more bedrooms, with 65 percent of units having three or more bedrooms in East Hillyard, compared to only 47 percent of housing units in West Hillyard. Overcrowding is not prevalent in the focus area, with just under four percent of the households meeting the Census' definition of overcrowded.[3]

Housing units built before 1950 account for 32 percent of the total occupied housing units in the focus area. In West Hillyard, close to 42 percent of the existing housing stock was built before 1950, suggesting that there might be a greater need for rehab and/or replacement of the existing housing structures in West Hillyard. At least a portion of these aging housing units will likely need to be replaced in the next decade.

The table below shows the nine descriptive housing indicators for the Hillyard Focus Area as well as a breakdown for both West Hillyard and East Hillyard. The third column of the table also displays the housing indicators as a percent of total housing units or occupied housing units for a more direct comparison between the focus area as a whole and the two sub areas.

Figure 8: Focus Area Housing Profile

Indicator	Hillyard Focus Area	Hillyard Focus Area %	West Hillyard	East Hillyard
Total Housing Units	3,872	100%	2,548	1,324
Occupied Units	3,691	95.3%	96.6%	97.0%
Owner Occupied	2,311	62.6%	55.0%	77.2%
Renter Occupied	1,380	37.4%	45.0%	22.8%
Vacant Units	181	4.7%	4.8%	4.3%
Residential Vacancies (%)		3.7%		
Average Household Size	2.50		2.36	2.78
Overcrowded or severely overcrowded Households [1]	192	5.2%	5.3%	4.4%
Built Before 1950		32.5%	41.6%	14.9%

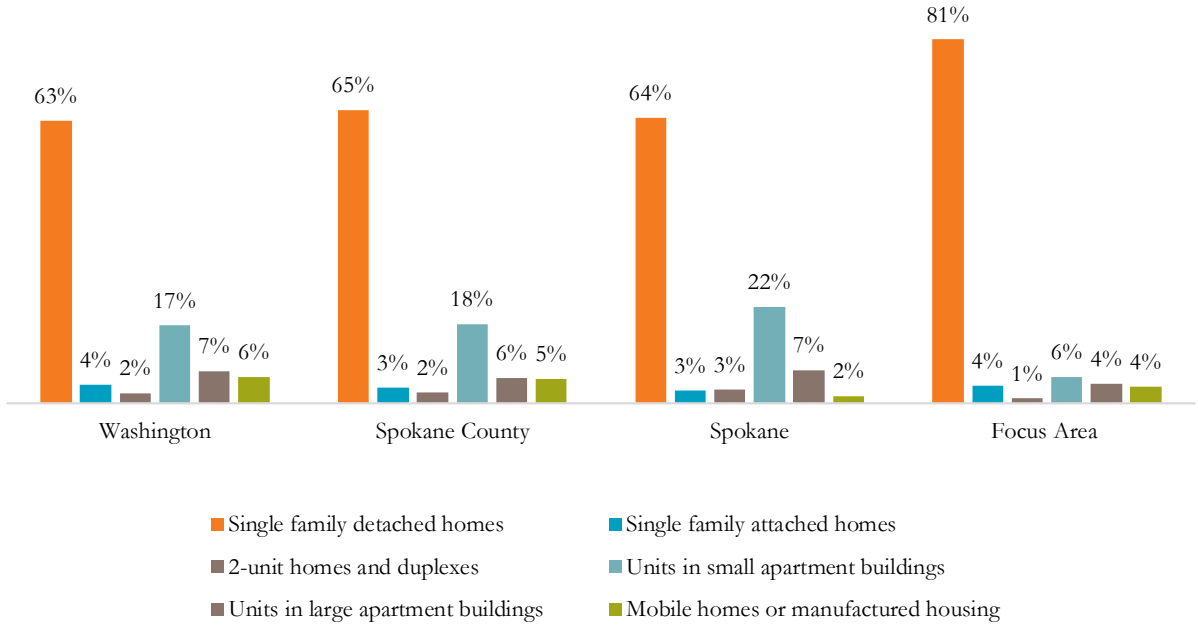
Source: Hillyard Subarea Plan, Policy Map Export 1/24/24
[1]U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

The majority of housing units in the focus area are single family homes (85 percent) followed by multi-family units with three or more units (10 percent). Mobile homes also contribute to the overall housing stock in the

[3] Overcrowded is defined as more than 1.0 occupant per room. A "room" includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements. Severely overcrowded is defined as more than 1.5 occupants per room.

focus area and account for four percent of the total housing units. There is more diversity of housing types in West Hillyard compared to East Hillyard, where single family homes make up 93 percent of the total housing stock.

Figure 9: Housing Units by Unit Type



Source: Source: Hillyard Subarea Plan, Policy Map Export 1/24/24

Housing Forecast

The housing forecast for the focus area is shown in **Error! Reference source not found.**10 and considers the number of new units needed due to population change and overcrowding as well as the number of existing units that will likely need substantial repair due to housing condition. After adjusting for residential construction that took place in the past three years (2020-2023), an estimated 434 new housing units are needed in the focus area to address demand. This represents a 12 percent increase in the number of available housing units and has a ten-year estimated annual absorption of about 43 units per year over 10-years. Based on building permit data, historically an average of seven new housing units are added to the focus area annually.

Figure 10: Focus Area 10-Year Housing Needs Estimate (2023-2033)

Item	Hillyard Focus Area	West Hillyard	East Hillyard	Notes
Current estimate of Housing Units	3,872	2,548	1,324	U.S Census Bureau, American Community Survey 5-Year Estimates (2017-2021)
New Units Needed Due to Population Change	331	210	121	Based on SRTC Regional Transportation Model 2019-2045 TAZ level Household Forecasts, historical growth rates as reported by the American Community Survey and Washington State Office of Financial Management population estimates and projections. See Figure 7 for growth assumptions and Figure 11 for calculations.
New Units Needed Due to Severe Overcrowding	134	93	40	Overcrowding is defined by Census and HUD as homes with more than one occupant per room. Severe overcrowding is defined as more than 1.5 occupants per room. 3.4 percent of occupied housing is overcrowded or severely overcrowded. American Community Survey 5-year Estimates (2017-2021)
Less New Residential Construction in 2020-2023	31	21	10	A total of 31 new housing units have been added to the market since 2019 (6 multi-family units, 12 duplex, 11 single family and 1 ADUs). City of Spokane Building Permit Database.
Total New Units Needed	**434**	**283**	**151**	**Over 10 years**
Percent of total housing stock	12%	11%	12%	Estimated new units needed divided by the estimated existing housing stock.
Forecasted annual absorption *(units per year)*	43	28	15	Calculated over a 10-year period. Between 2020-2023 an average of 7 new units per year were added to the market. City of Spokane Building Permit Database.
Rehab of Existing Units Due to Housing Condition	**414**	**349**	**65**	Estimated as the average of three indicators applied as a percent to the sum of occupied units and units on the market: occupied units lacking kitchen and plumbing facilities (1%), all units built before 1950 (33%) and all units that are mobile homes (0%). American Community Survey 5-year Estimates (2017-2021).

One of the main drivers of demand for new housing in the focus area is forecasted population growth. This study assumes that the focus area population will grow at an average annual rate of roughly 0.32 percent between 2023 and 2033. This assumed growth rate is based on historical population trends, population forecasts produced by the Office of Financial Management for the City of Spokane and the SRTC Regional Transportation Model TAZ level estimates. The focus area population is expected to increase by roughly 315 people by 2033 and drive demand for an estimated 331 new housing units. To arrive at the estimated number of housing units needed to accommodate forecasted population growth, the forecasted net population change is divided by the average household size within the study area. A five percent vacancy rate is then added to the estimate to ensure adequate supply and room for mobility within the housing market.

Figure 11. Housing Needed to Accommodate Forecasted Population Growth

Focus Area	Assumed Average Annual Growth Rate	Population 2023	Population 2033	Net Population Change (2023-2033)	Average Household Size	Vacancy Rate to Ensure Adequate Supply	Housing Needed due to Population Growth
West Hillyard	0.32%	6,120	6,320	200	2.4	5%	210
East Hillyard	0.31%	3,628	3,743	115	2.8	5%	121
Total Focus Area	**0.32%**	**9,748**	**10,063**	**315**	**2.5**	**5%**	**331**

In addition to the new units needed to accommodate forecasted population growth, overcrowding of existing housing units in the focus area is taken into consideration as an indicator of pent-up demand in the housing market. For this study, we are using the number of housing units within the focus area that meet the Census definition of "severely overcrowded" or "overcrowded". A total of 134 housing units are needed to alleviate severe overcrowding in the focus area, with most of the overcrowding occurring in West Hillyard.

Figure 12. Housing Needed to Alleviate Overcrowding

Focus Area	Total Occupied Housing Units	% Overcrowded [1]	% Severely Overcrowded [2]	New Units Needed to Alleviate Overcrowding and Severe Overcrowding
West Hillyard	2,350	3.5%	0.4%	**93**
East Hillyard	1,221	3.3%	0.0%	**40**
Total Focus Area	**3,571**	**3.4%**	**0.3%**	**134**

[1] Overcrowding is defined by Census and HUD as homes with more than one occupant per room.

[2] Severe overcrowding is defined as more than 1.5 occupants per room. Rooms are defined as the total number of rooms, not just the bedrooms.

In addition to the forecasted need for new housing units in the focus area, the need for the preservation of existing housing units is also taken into consideration. If existing housing units are not maintained or rehabbed, it is likely that some portion of the existing units will eventually fall off the market and further compound the need for housing in the focus area. To estimate the number of existing housing units that will likely need substantial rehab or replacement over the next 10 years, we calculated and average replacement factor based on housing units without complete kitchen and plumbing facilities, housing stock built prior to 1950 and mobile home units. While there are very few housing units in the focus area that lack kitchen and plumbing facilities or are mobile home units, a large portion (33 percent) of housing units were built over 70 years ago. The aging housing units in the focus area are driving the demand for an estimated 414 existing units that will need substantial rehab or replacement over the next 10 years.

Figure 13. Estimated Need for Rehab/Replacement of Existing Housing Units

Community	Total Housing Units	Housing Stock Without Plumbing + Kitchen Facilities	Housing Stock Built prior to 1950	Housing Stock that are Mobile Home Units	Avg Factor to Indicate Homes to Replace	Need to Replace/Rehab Existing Homes in Poor Condition
West Hillyard	2,459	1%	42%	0%	14%	**349**
East Hillyard	1,277	0%	15%	0%	5%	**65**
Total Focus Area	**3,736**	**1%**	**33%**	**0%**	**11%**	**414**

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

Employment

Regional Trends

Spokane County has experienced steady employment growth in recent years and is projected to continue this trend through 2031. Regional economic growth has been supported by a growing population, which grew at an average annual rate of just over 1 percent between 2020 and 2022.

Employment in Spokane County is forecasted to continue to grow by an average rate of 1.9 percent between 2021 and 2026 before tapering to a slightly lower growth rate closer to 1.3 percent annually between 2026 and 2031.[4] In 2021 the top three occupational sectors in Spokane County in terms of employment were office and administrative support, sales, and transportation and material moving respectively. All occupational sectors are expected to grow over the next 10 years, with the highest growth rates forecasted for healthcare support occupations, food preparation and serving related occupations and computer and mathematical occupations.

Figure 14: Spokane County 10-Year Job Projections by Industry

Sector	Spokane County Employment Projections		
	2021 Employment	2031 Employment	Growth Rate
Management Occupations	10,869	12,953	1.92%
Business and Financial Operations Occupations	16,118	18,691	1.60%
Computer and Mathematical Occupations	5,519	7,405	3.42%
Architecture and Engineering Occupations	3,276	3,668	1.20%
Life, Physical, and Social Science Occupations	2,807	3,220	1.47%
Community and Social Service Occupations	9,440	11,237	1.90%
Legal Occupations	2,203	2,395	0.87%
Education, Training, and Library Occupations	15,442	18,610	2.05%
Arts, Design, Entertainment, Sports, and Media Occupations	5,082	6,125	2.05%
Healthcare Practitioners and Technical Occupations	17,074	20,234	1.85%
Healthcare Support Occupations	15,579	19,477	2.50%
Protective Service Occupations	5,466	7,164	3.11%
Food Preparation and Serving Related Occupations	19,488	25,040	2.85%
Building and Grounds Cleaning and Maintenance Occupations	10,755	13,459	2.51%
Personal Care and Service Occupations	6,543	8,601	3.15%
Sales and Related Occupations	27,370	29,553	0.80%
Office and Administrative Support Occupations	32,869	36,503	1.11%
Farming, Fishing, and Forestry Occupations	1,975	2,057	0.42%
Construction and Extraction Occupations	14,851	16,971	1.43%
Installation, Maintenance, and Repair Occupations	9,895	11,180	1.30%
Production Occupations	12,194	13,062	0.71%
Transportation and Material Moving Occupations	21,735	24,620	1.33%
Total, All Occupations	266,550	312,225	1.71%

Source: Employment Security Department/DATA2, Spokane long-term alternative1 occupational employment projections, July 2023

Based on the SRTC Regional Transportation Model TAZ level employment forecasts, the focus area is expected to see an average annual growth rate for employment of 1.7 percent through 2045. To forecast the employment in the focus area, this analysis assumes that Hillyard will capture a portion of the overall employment growth forecasted for the City of Spokane. The capture rate assumptions used for this forecast are based on the travel demand model developed by SRTC for a variety of long-range planning functions and may be refined or confirmed through ongoing key stakeholder interviews. Financial, Insurance and Real

[4] Employment Security Department/DATA2, Spokane long-term alternative1 occupational employment projections, July 2023 (https://esd.wa.gov/labormarketinfo/projections)

Estate Services (FIRES) and industrial, construction, and manufacturing are the two sectors expected to see the biggest growth in terms of employment within the focus area, adding close to 600 new jobs when combined.

Figure 155 shows what future employment in the focus area could look like based on Policy Map employment estimates, TAZ level forecasts developed by SRTC and employment forecasts for the City of Spokane developed by the State of Washington Employment Security Department. These sector specific employment projections are used to identify demand for different types of commercial space within the focus area.

Figure 15: Focus Area 10-Year Job Projections by Industry

Sector	2023 Estimated Jobs	2033 Projected Jobs	Net Change (2023-2033)
Construction	458	471	12
Manufacturing	302	310	8
Utilities	174	195	21
Wholesale Trade	238	252	14
Retail Trade	480	481	1
Transportation and Warehousing	174	195	21
Finance & Insurance	223	253	30
Professional, Scientific, and Technical Services	179	210	30
Management of Companies and Enterprises	0	0	0
Administrative and Support Services	221	242	21
Educational Services	257	386	129
Health Care & Social Assistance	813	1,433	620
Arts, Entertainment, & Recreation	70	79	9
Accommodations & Food Service	431	506	74
Other Services	368	422	54
Public Administration	85	102	17
Total	**4,474**	**5,535**	**1,061**

Source: Hillyard Subarea Plan, Policy Map Export 1/24/24. Growth rates information by Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and Employment Security Department/DATA2, Spokane long-term alternative1 occupational employment projections, July 2023

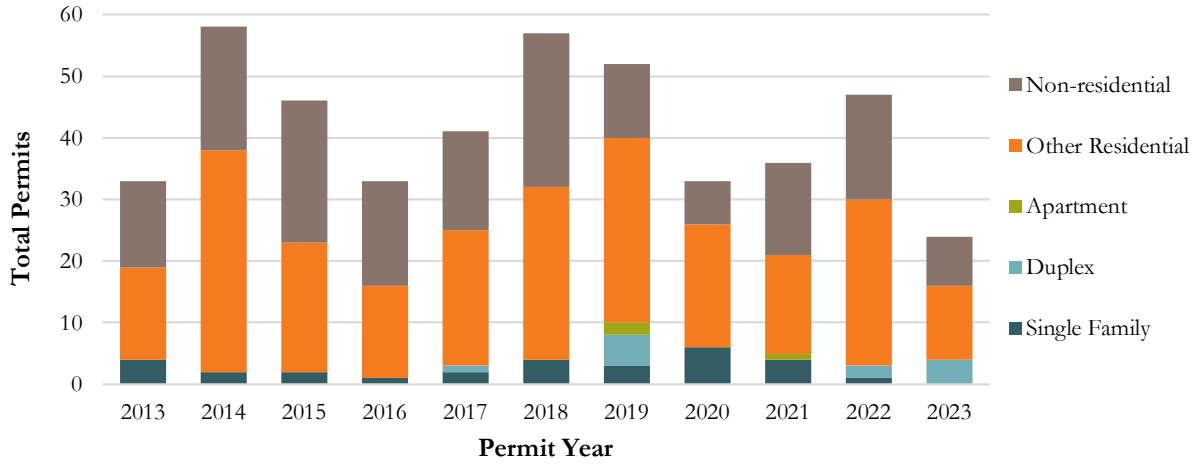
The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to impact the employment projections in this area. Construction of the North Spokane Corridor will create opportunities for adjacent commercial and industrial development, potentially making this a more desirable area for employers to relocate. This project will include an interchange at Wellesley Avenue that would allow for direct and easy access to the East Wellesley Business District, Hillyard Business District and the Yard plan areas. The North Spokane Corridor creates a competitive advantage for moving goods and services as a direct freight route with its connection into I-90. This could drive additional demand for commercial space in the focus area over the next 10-20 years.

3. Development Trends

Building Trends

Development activities in the focus area have been relatively modest compared to the overall growth that has occurred in the City of Spokane, which saw a 16 percent increase in total construction permits issued over the prior four-year average between 2018 and 2021.[5] Just over half of the building permits issued within the focus area fall under the "other residential" category which primarily is made up of alterations to existing residential structures, including new accessory structures such as garages, carports and sheds, retrofit for solar installations or deck/patio extensions. Non-residential permits account for roughly 38 percent of the total permit activity in the focus area and include permits for new commercial buildings, additions to existing commercial buildings and industrial buildings. Residential permits account for just under 10 percent of the total building permit activity in the study area and most of the residential permits issued in this area are for single family homes and duplexes.

Figure 16. Focus Area Building Permit Activity by Permit Type, 2013-2023

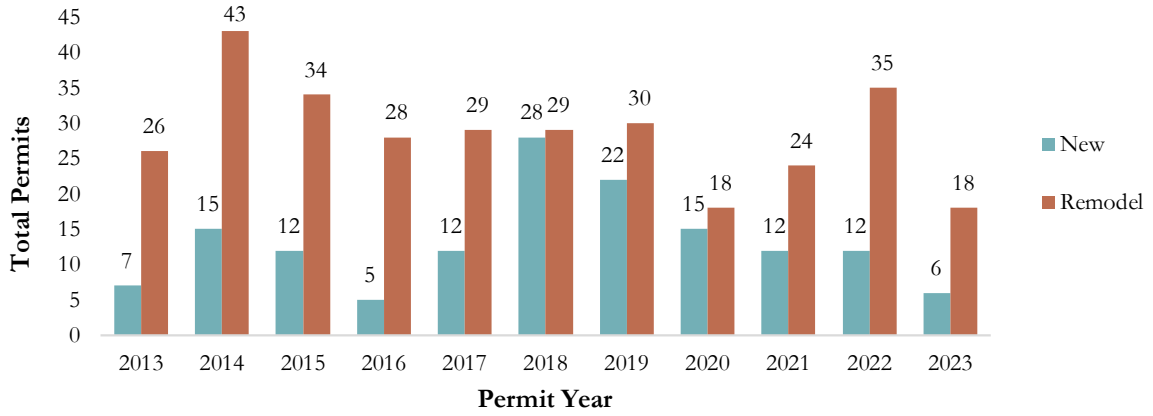


Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Most of the building permit activity that has occurred within the focus area is focused on renovation or additions to existing residential and commercial structures. Just over 30 percent of the building permits issued between 2013 and 2023 were for new construction in the focus area. There was a brief spike in building permits for new construction in 2018 and 2019 but that trend has leveled off in more recent years. West Hillyard saw roughly twice as many building permits for remodels compared to East Hillyard and the distribution of building permits for new construction is almost evenly split between West and East Hillyard.

[5] City of Spokane: Year End Permit Report, December 2022 (https://static.spokanecity.org/documents/business/statistics/2022/2022-building-permit-activity-summary-december-year-end.pdf)

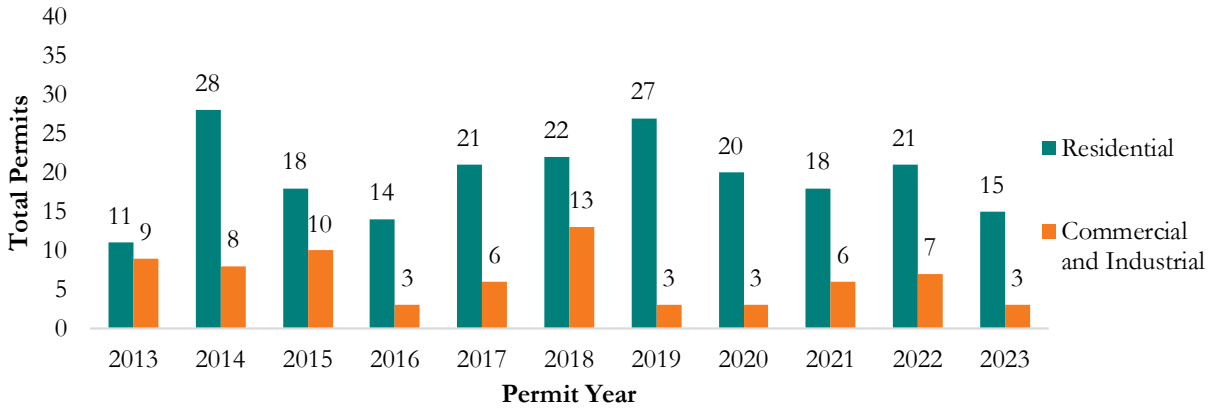
Figure 17. Focus Area Building Permit Activity, New and Remodel, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Note: Data for 2023 is incomplete and only includes permits issued prior to August 2023.

The majority of the building permit activities in the focus area have taken place in West Hillyard, accounting for just over 60 percent of the total building permits. The building permits issued in West Hillyard tend to skew more heavily toward residential development, accounting for 75 percent of the total building permits issued in this area. The figure below shows the total number of permits issued each year, for both new construction and renovation of existing structures, broken out by residential and commercial/industrial development.

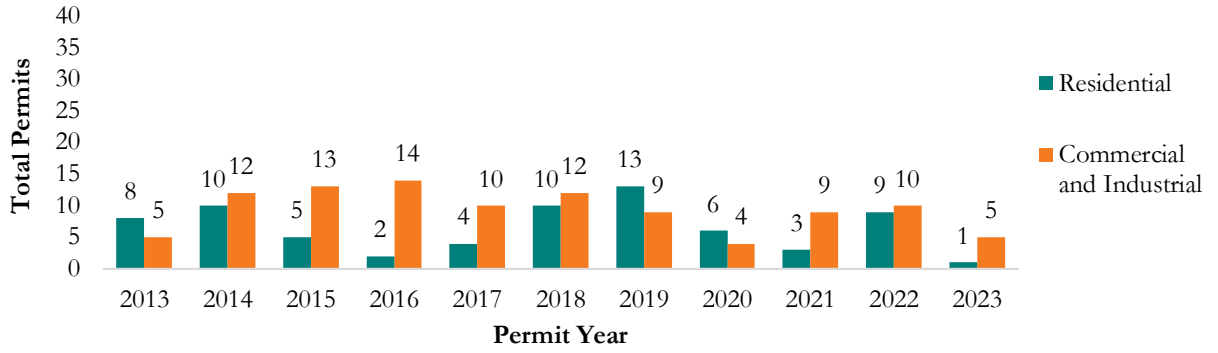
Figure 18. West Hillyard Building Permits, Commercial and Residential, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Conversely, building permits issued in East Hillyard tend to skew more heavily toward commercial and industrial development. Just under 60 percent of the building permits issued in East Hillyard were for new construction or renovations/additions to existing commercial and industrial structures. East Hillyard is home to the Yard and Wellesley Business District, two commercial/industrial hubs in the focus area, so it is not surprising that recent building permit activity in this area has been more focused toward commercial/industrial development. In comparison, an average of just under 20 residential building permits have been issued per year in West Hillyard compared to around seven residential building permits per year in East Hillyard.

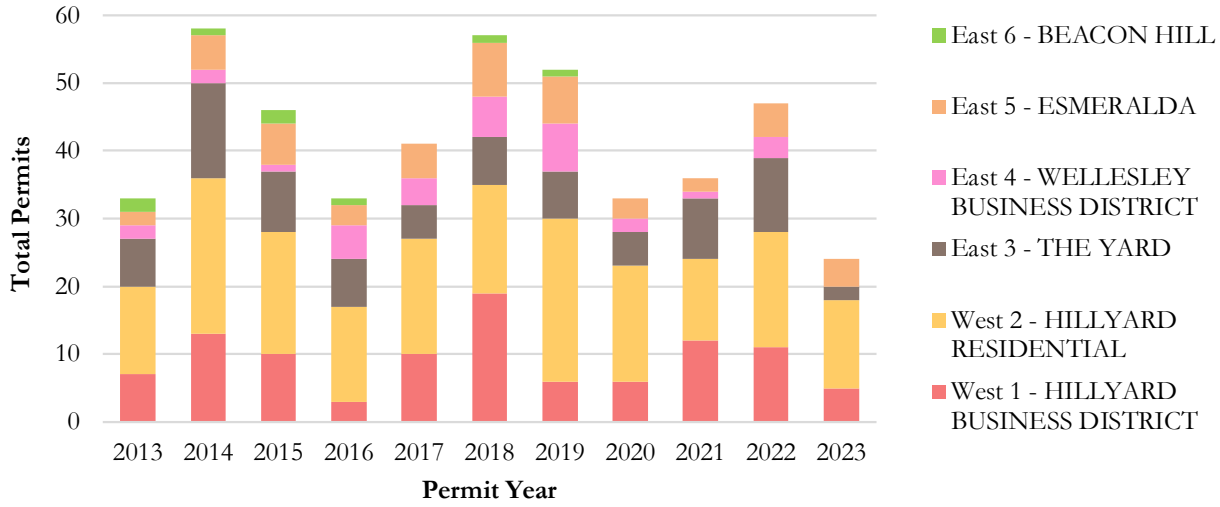
Figure 19. East Hillyard Building Permits, Commercial and Residential, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

The figure below further breaks down recent building permit activity into the six plan areas within the Hillyard focus area. Roughly 40 percent of all building permits issued between 2013 and 2023 took place in Hillyard Residential (Plan Area 2). Hillyard Business District (Plan Area 1) accounts for about 22 percent of the building permit activity in the focus area and roughly 18 percent of the building permit activity took place in The Yard (Plan Area 3). Beacon Hill (Plan Area 6) had the lowest number of building permits issued during this time period.

Figure 20. Total Building Permit Activity by Plan Area, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Figure 21 shows the residential and commercial building permit activity that took place between 2013 and 2023 in each of the six plan areas. The building permit activity in Hillyard Residential (Plan Area 2) skews heavily towards residential development, Hillyard Business District (Plan Area 1) and The Yard (Plan Area 3) skew slightly towards commercial development, and Wellesley Business District (Plan Area 4), Esmeralda

(Plan Area 5) and Beacon Hill (Plan Area 6) saw a mix of both residential and commercial building permit activity.

Figure 21. Residential and Commercial Building Permit Activity by Plan Area, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Residential Market

The median gross rent, the midpoint between the highest and lowest rents, was slightly lower in the focus area than the city-wide median gross rent for Spokane. East Hillyard has a notably higher median gross rent than West Hillyard but is also a much smaller sample since most housing units are owner occupied in this part of the focus area. Median housing costs and monthly mortgage payments were also lower in the focus area when compared to the City of Spokane. The median value of the housing units in the focus area at $160,739 is also significantly lower in the focus area compared to the City of Spokane ($236,300). The median housing costs referenced in this report come from the U.S. Census Bureau and represent a five-year average of survey data collected between 2017 and 2021. The lag in the reported housing costs likely underrepresent

the present day cost of housing in this focus area. The impacts of COVID-19 pandemic and tight housing market in Spokane continue to put pressure on the housing market and drive-up housing costs throughout the city.

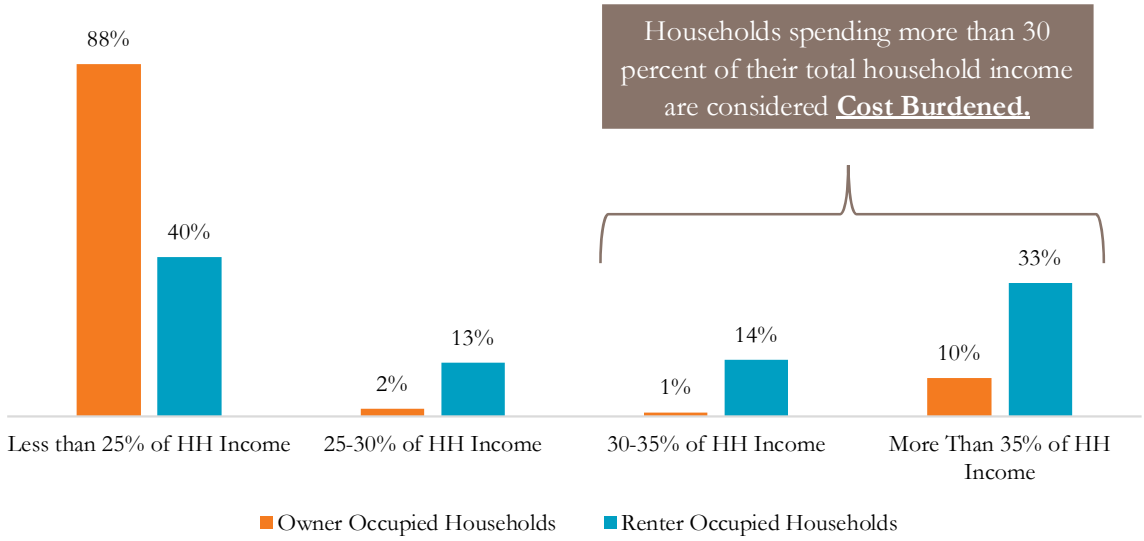
Figure 22: Median Housing Cost

Item	Spokane City	Focus Area	West Hillyard	East Hillyard
Median Gross Rent / month	$956	$949	$857	$1,125
Median Ownership Costs (w/Mortgage) / month	$1,417	$1,111	$1,047	$1,234
Median Ownership Costs (No Mortgage) /month	$504	$471	$463	$486
Median Value	$236,300	$160,739	$152,889	$175,800

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

Households who spend more than 30 percent of their total income on housing costs are considered to be cost burdened. Spending a larger portion of household income on housing limits the amount of income available for other non-discretionary spending, such as food, clothing and transportation. Roughly 26 percent of all households in the focus area are considered cost burdened. Renter occupied households are more than four times as likely to be cost burdened compared to owner occupied households and nearly half (47 percent) of all renter occupied households in the focus area meet the definition of cost burdened. This suggests that there is a need for additional affordable housing, specifically affordable rental housing, in and around the focus area.

Figure 23: Monthly Housing Costs as a Percent of Household Income in Focus Area

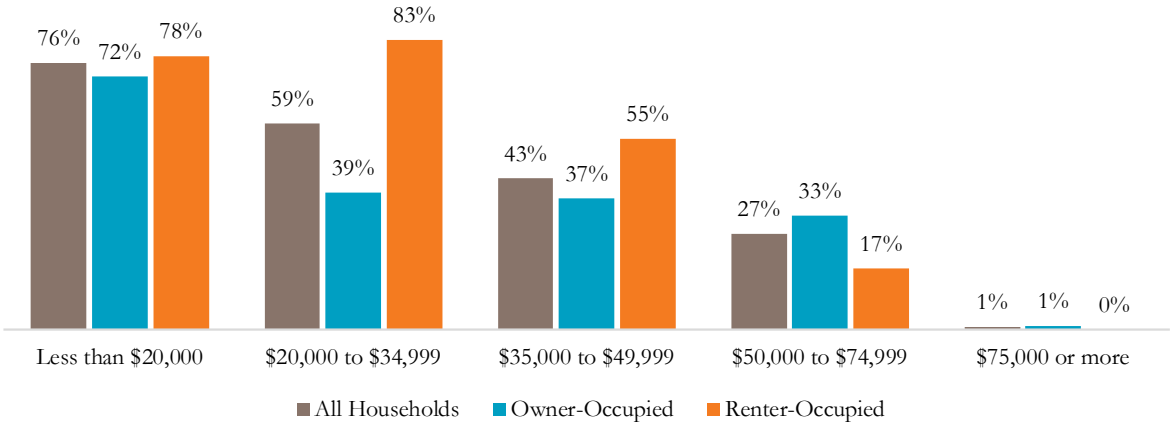


Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

Households that make less than $35,000 per year account for 62 percent of the total cost burden households in the focus area. In order to meet the needs of this segment of the population and for these households to no longer be cost burdened, monthly housing costs would need to be under $900/month. Depending on household size, the majority of cost burdened households in the focus area would likely qualify under the low

(80 percent AMI) or very low (50 percent AMI) income limits published by the Department of Housing and Urban Development (HUD).[6]

Figure 24. Cost Burdened Households by Household Income and Tenure in Focus Area

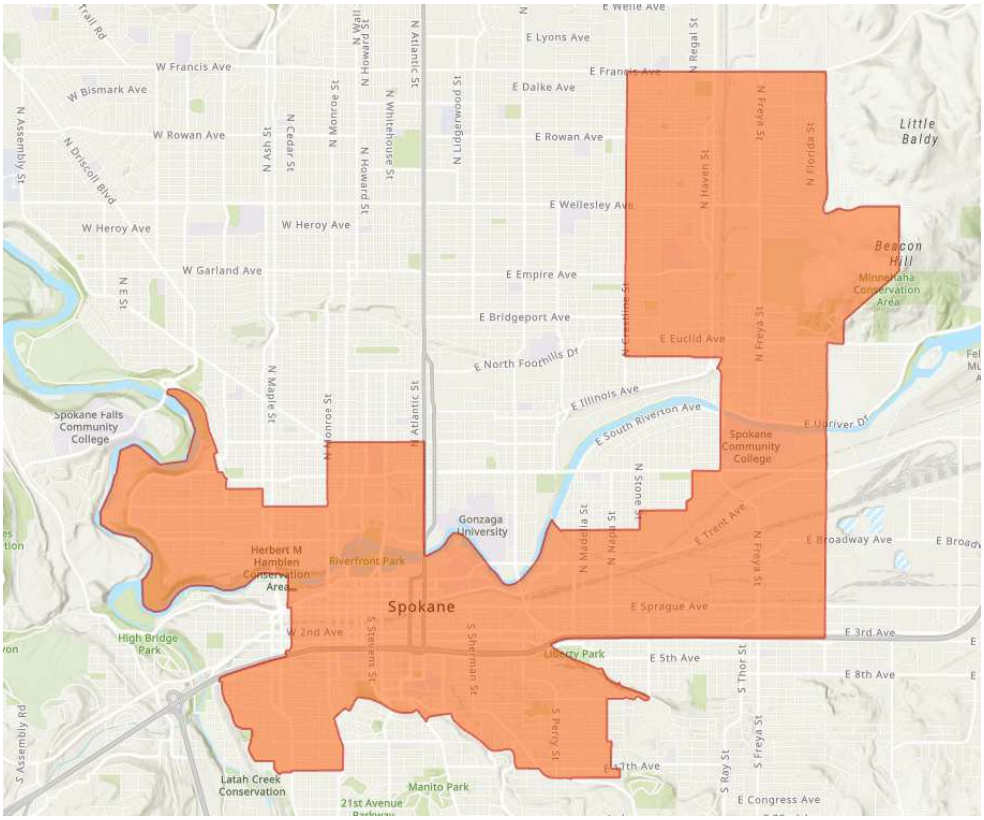


There are a number of planned residential developments in the focus area that have the potential to change the character of the residential market. Specifically, a large planned residential development in Beacon Hill (Plan Area 6) could potentially add 600 new residential units over the next 20-30 years.[7] This planned development would include of mix of single family and multi-family housing units and would be priced for middle class and upper middle-class households. A large portion of Beacon Hill (Plan Area 6) is a Qualified Opportunity Zone which has helped attract development activity and contribute to the financial feasibility of projects in this area.

[6] HUD FY 2024 Income Limits for Spokane, WA HUD Metro FMR Area (https://www.huduser.gov/portal/datasets/il.html)

[7] Based on interview with Pete Rayner on November 14, 2023.

Figure 25. Spokane's Qualified Opportunity Zones



Source: City of Spokane (https://my.spokanecity.org/economicdevelopment/incentives/qualified-opportunity-zones-and-funds/)

Commercial Market

The focus area has a long history of commercial and industrial uses. The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to spur additional commercial and industrial development in this area by increasing ease of access to regional freight corridors. This increased accessibility and activity in the focus area could also be the impetus for more localized infrastructure improvements, such as street paving and storm water drainage system upgrades, which would make this area even more attractive for future commercial and industrial development. There is also an opportunity in the Hillyard Business District (Plan Area 1) and Wellesley Business District (Plan Area 4) for both new commercial development as well as the redevelopment of existing commercial structures. Mixed use and transitional zoning designations in these areas also provide the opportunity for a mix of commercial and residential development in the Wellesley Business District (Plan Area 4) that could take advantage of residential development that is planned in Beacon Hill (Plan Area 6) and other residential development happening just north of the study area.

Legacy industrial and manufacturing uses, specifically around the southern and eastern limits of the focus area may have contributed to contamination of the soils and groundwater, which could pose as a barrier for future commercial development in these areas. These potential environmental liabilities can complicate property reuse and redevelopment and result in increased project costs and delays in development.

4. Development Forecast

Key Findings

The team estimated population, employment, and housing forecasts to model the demand for residential and commercial land in the focus area. Those development forecasts were then compared with the comprehensive property inventory to determine whether there is an adequate available land supply to accommodate projected demand. For the purpose of this study, available land supply includes both undeveloped land, defined as sites that do not have existing buildings or structures, and unoccupied land, defined as sites with existing buildings or structures but do not have an occupant/tenant.

- **Overall, there is enough available land in the focus area to accommodate projected demand (surplus of 515 acres).** The focus area has a total of 622 acres of undeveloped and/or unoccupied land, which is adequate to meet the combined commercial and residential demand of 108 acres over the next 10 years.
- **There is adequate land supply to accommodate commercial development in the focus area.** When looking at land that currently allows for commercial and industrial activities, there will likely be a surplus of 430 acres of undeveloped or unoccupied land in the focus area to accommodate future employment growth. This includes available land supply that is currently zoned to allow residential, as well as commercial uses.
- **Adequate available land supply exists to accommodate residential development in the focus area.** There is just over 230 acres of undeveloped or unoccupied land that could accommodate some form of residential development within the focus area. This would meet the forecasted need for 73 acres of residential development. This includes available land supply with a zoning designation that allows for residential, as well as commercial uses.
- **Opportunity sites offer 217 acres of available land supply that could accommodate roughly eight percent of the residential demand and all the commercial demand.** In a separate property inventory process, Stantec identified 22 opportunity sites within the focus area based on an array of site, ownership, and land use characteristics. The parcels identified also have low Improvement to Land Value Ratios (ILVR). The ILVR is calculated based on property tax records and is a metric commonly used to identify parcels that are under-utilized from a development perspective (these are properties where the land is worth more than the structures/improvements they possess).

The findings described above make a strict comparison between acreage that is in demand and acreage that is available as land supply. However, it is important to note the following caveats to these estimates.

- The available land estimates are duplicated between residential and commercial because some of the zoning districts allow both activities. If residential development outpaces commercial development and "uses-up" the majority of the available land supply, there would be less commercially zoned land available to meet demand. Similarly, if commercial development quickly absorbs much of the available land supply, there will be less land available for residential development. Overall, there is still a surplus of available land supply when compared to overall demand for land in the focus area.
- Not all parcel sizes and shapes will be conducive to development depending on the size of the project being considered. Land assembly may be needed to ensure adequate parcel size.

- Not all available parcels are easily developed. For example, parcels with existing unoccupied buildings or structures may limit development potential and/or impose higher development costs to redevelop. Properties on potential contaminated sites could also face higher development costs.
- Private owners of unoccupied or undeveloped properties may be unwilling or uninterested in developing their land. There are also a number of planned developments within the study area boundaries that have yet to materialize but have the potential to impact land availability going forward.

Methodology

Demographic, employment, and housing trends (summarized in Section 2) were used to forecast expected development for industrial, commercial, and residential needs in the focus area.

Forecasted population change along with existing housing conditions and overcrowding statistics were used to estimate the forecasted need for new residential units within the focus area. The residential housing need was then translated from housing units into total acreage using floor area ratios (FAR) based on unit type and average unit size. Forecasts were further refined by applying an estimated capture rate that was specific to the focus area geography.

Figure 26: Sources Used for Residential Development Forecast

Item	Source
Current Estimate of Housing Units	Policy Map Data Exported (1/24/24). Compilation of secondary data sources specific to the Hillyard Subarea Plan focus area boundaries.
New Units Needed Due to Population Change	Population and demographic estimates and projections were sourced from the Washington State Office of Financial Management Forecasting and Research Department (2020-2050)
New Units Needed Due to Housing Condition	Estimated as the average of three indicators applied as a percent to the sum of occupied units and units on the market: housing stock built before1950 occupied units lacking kitchen and plumbing facilities, and all units that are mobile homes. 2021 ACS 5-Year Estimates.
New Units Needed Due to Overcrowding	Overcrowding is defined by Census and HUD as homes with more than one occupant per room. Severe overcrowding is defined as more than 1.5 occupants per room. Rooms are defined as the total number of rooms, not just the bedrooms. 2021 ACS 5-Year Estimates
New Residential Construction (2020-2023)	New residential units are counted as those that result in a new unit (or units) calculated within the focus area. City of Spokane Building Permit Database
Focus Area Capture Rates	Interviews with real estate and local area experts informed capture rate estimates, which were used to refine estimated residential housing need within the focus area boundaries.

Employment characteristics, such as worker and job locations, and published industry specific job forecasts from Spokane Regional Transportation Council (SRTC) informed the estimates for commercial and institutional space needs. Building permit data was compared with changes in population to understand historical trends in construction that are relevant to the focus area. Local real estate experts were also interviewed to better understand the current market for residential and commercial development and how much of the forecasted demand could be captured within the focus area.

Figure 27: Sources Used for Commercial Development Forecast

Item	Source
Labor Force + Employment Trends	Workforce estimates and projections, unemployment rates, occupational data and industry forecasts primarily sourced from the State of Washington Employment Security Department and Spokane Regional Transportation Council
Existing Inventory	An Area Wide Plan (AWP) land analysis conducted by Stantec to estimate the total area withing the AWP boundaries, how that land is zoned and what portion of that land is undeveloped, or unoccupied.
Commercial Space Needed to Accommodate Job Growth	Estimated based on area and industry specific job projections and commercial land use assumptions developed by Economic Planning Systems for a separate report. Demand for commercial space is then translated into acreage using industry specific floor area ratios (FAR).
Focus Area Capture Rates	Interviews with real estate and local area experts will inform capture rate estimates, which will be used to refine estimated commercial need within the focus area boundaries.

Land Supply in the Focus Area

The focus area contains a total of 1,700 acres of land and roughly 20 percent or 622 acres of land is either undeveloped or occupied and considered as available land supply for this study. Available land supply calculations include undeveloped land without structures and unoccupied land that may include existing but unoccupied structures. Roughly one third of the available land supply within the focus area is zoned as Residential Single Family (RSF), which allows for low-density single-family development with a minimum of four and maximum of ten dwelling units per acre.

Roughly 38 percent of the available land supply in the focus area allows for commercial development, 38 percent allows for industrial uses and 37 percent of the available land supply allows for residential uses. These three categories exceed 100 percent because many of the zoning districts in the focus area allow for a combination of commercial, industrial and/or residential development. All zoning designations within the focus area that allow for industrial uses also allow for commercial use and the only zoning districts that exclusively allow for commercial use are Neighborhood Retail (NR) and Office (O) districts. There are four zoning districts present in the focus area that exclusively allow for residential development (RSF, RTF, RMF and RHD).

Figure 28: Land Supply in Focus Area by Zone

Zoning Designations	Total Land Area	Undeveloped Land (no structures)	Unoccupied Land (no tenant on property)	Available Land Supply
	a	*b*	*c*	*d=b+c*
Center and Corridor Type 1 (CC1)	21.1	4.8	2.2	7.0
Center and Corridor Type 2 (CC2)	27.5	7.1	0.0	7.1
General Commercial (GC)	9.5	5.8	0.0	5.8
Heavy Industrial (HI)	224.7	106.6	0.6	107.3
Light Industrial (LI)	264.7	103.0	5.3	108.3
Mixed Use Transition (CC4)	20.1	0.6	0.0	0.6
Neighborhood Retail (NR)	3.3	0.4	0.0	0.4
Office (O)	7.9	1.6	0.0	1.6
Residential High Density (RHD)	8.1	0.3	0.0	0.3
Residential Multifamily (RMF)	12.3	7.5	0.0	7.5
Residential Single-Family (RSF)	556.3	205.3	0.0	205.3
Residential Two-Family (RTF)	55.0	3.4	0.0	3.4
Unknown	177.0	167.0	0.0	167.0
Total	**1,387.6**	**613.6**	**8.2**	**621.7**

Source: Stantec Field Observations

In West Hillyard, over 64 percent of the available land supply allows for residential development, just over 52 percent allows for commercial development and 45 percent allows for industrial development. West Hillyard also includes just over 14 acres of available land that is zoned for mixed use (CC1 and CC2) and allows for residential, commercial and some limited industrial uses. Both CC1 and CC2 zoning designations promote redevelopment that is pedestrian oriented while still accommodating some automobile traffic. Incentives offered in these mixed-use zoning designations allow for higher floor area ratios (FARs) in exchange for the provision of greater public amenities as land is developed or redeveloped.[8]

Figure 29. Land Supply in West Hillyard by Zone

Zoning Designations	Total Land Area	Undeveloped Land (no structures)	Unoccupied Land (no tenant on property)	Available Land Supply
	a	*b*	*c*	*d=b+c*
Center and Corridor Type 1 (CC1)	21.1	4.8	2.2	7.0
Center and Corridor Type 2 (CC2)	27.5	7.1	0.0	7.1
General Commercial (GC)	6.8	3.1	0.0	3.1
Heavy Industrial (HI)	0.0	0.0	0.0	0.0
Light Industrial (LI)	0.4	0.4	0.0	0.4
Mixed Use Transition (CC4)	20.1	0.6	0.0	0.6
Neighborhood Retail (NR)	3.3	0.4	0.0	0.4
Office (O)	7.9	1.6	0.0	1.6
Residential High Density (RHD)	8.1	0.3	0.0	0.3
Residential Multifamily (RMF)	5.8	0.9	0.0	0.9
Residential Single-Family (RSF)	195.3	5.6	0.0	5.6
Residential Two-Family (RTF)	55.0	3.4	0.0	3.4
Unknown	18.3	8.2	0.0	8.2
Total	**369.6**	**36.5**	**2.2**	**38.7**

Source: Stantec Field Observations

The available land supply in East Hillyard is predominately zoned for industrial uses, both heavy industrial (HI) and light industrial (LI), or low-density residential development (RSF). It also should be noted that the zoning designation of nearly 159 acres of available land in East Hillyard is unknown at this time. Most of the

[8] Spokane Municipal Code Section 17C.122.020 (https://my.spokanecity.org/smc/?Section=17C.122.020)

available land supply allowing for industrial uses exists in the northern part of East Hillyard (The Yard and Wellesley Business District) and available land allowing for residential uses exists in the southern part of East Hillyard (Beacon Hill).

Figure 30. Land Supply in East Hillyard by Zone

Zoning Designations	**Total Land Area**	**Undeveloped Land** (no structures)	**Unoccupied Land** (no tenant on property)	**Available Land Supply**
	a	***b***	***c***	***d=b+c***
Center and Corridor Type 1 (CC1)	0.0	0.0	0.0	0.0
Center and Corridor Type 2 (CC2)	0.0	0.0	0.0	0.0
General Commercial (GC)	2.7	2.7	0.0	2.7
Heavy Industrial (HI)	224.7	106.6	0.6	107.3
Light Industrial (LI)	264.4	102.7	5.3	108.0
Mixed Use Transition (CC4)	0.0	0.0	0.0	0.0
Neighborhood Retail (NR)	0.0	0.0	0.0	0.0
Office (O)	0.0	0.0	0.0	0.0
Residential High Density (RHD)	0.0	0.0	0.0	0.0
Residential Multifamily (RMF)	6.6	6.6	0.0	6.6
Residential Single-Family (RSF)	361.0	199.7	0.0	199.7
Residential Two-Family (RTF)	0.0	0.0	0.0	0.0
Unknown	158.8	158.8	0.0	158.8
Total	**1,018.1**	**577.1**	**5.9**	**583.0**

Source: Stantec Field Observations

Available Land Supply vs. Projected Land Demand

Overall, there will likely be demand for 108 acres of land for residential, commercial and industrial development within the focus area over the next 10 years. This estimate is based on anticipated population and employment growth within and around the focus area. We prepared or used existing employment and population forecasts to estimate land demand for commercial and residential development in the focus area. Next, we applied a capture rate to the demand in Spokane to help estimate how much of the market demand for a particular land use is likely to be absorbed in the focus area.

There is more available land supply (622 acres) within the focus area than the forecasted demand for land (108 acres). Based on Stantec's land use definitions and field observations, this report defines available land supply as undeveloped land with no structures and unoccupied land, which may include existing structures but no tenants on the property. The 622 acres of available land supply includes parcels with zoning districts that allow for residential, commercial and/or industrial development. The redevelopment of parcels that are home to existing structures may be necessary to accommodate forecasted demand. It is likely that the redevelopment of sites with existing structures may impose higher development costs than undeveloped properties. The following section compares the demand for residential, commercial, and industrial land compared to available land supply within the focus area that allows for those uses.

Figure 31: Land Supply and Demand in Focus Area (Acres) Over the Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	700.4	229.0	2.2	**231.3**	**72.6**	158.7
Commercial [2]	578.8	230.0	8.2	**238.2**	**27.5**	210.7
Allows Industrial [3]	547.56	227.40	8.15	**235.55**	**7.4**	228.1
Total Unduplicated Acres [4]	**1,387.6**	**613.6**	**8.2**	**621.7**	**107.5**	**514.2**

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code

In West Hillyard, there is just under 39 acres of available land supply which is less than the forecasted demand of just over 50 acres of combined commercial and residential land in this area. It is likely that some of this demand will be absorbed by East Hillyard, where there is a large surplus of available land. Roughly 25 acres of the available land supply allows for residential uses, 20 acres allow for commercial uses and just over 17 acres allow for industrial uses. It is important to note in West Hillyard mixed use zoning designations such as CC1, CC2 and CC4 account for a significant portion of the overall available land supply, so there may be competing interests for the same parcels that allow for residential, commercial and/or industrial development. This may be most pronounced for future residential development in West Hillyard, where nearly 60 percent, almost 15 acres, of the available residential land supply is currently zoned for mixed use development.

Figure 32. Land Supply and Demand in West Hillyard (Acres) Over the Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	332.9	22.7	2.2	**24.9**	**31.8**	(6.9)
Commercial [2]	87.1	18.0	2.2	**20.2**	**17.8**	2.5
Industrial [3]	55.8	15.4	2.2	**17.6**	**1**	16.4
Total Unduplicated Acres [4]	**369.6**	**36.5**	**2.2**	**38.7**	**50.8**	(12.1)

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code

In East Hillyard, there is 583 acres of available land supply which is just enough to meet the project land demand of about 57 acres in this area. East Hillyard is home to the largest share of the available land supply within the focus area and is also projected to see a higher demand for both residential and industrial land. The majority of the available land supply in East Hillyard is zoned for industrial uses (HI and LI) or low-density residential development (RSF).

Figure 33. Land Supply and Demand in East Hillyard (Acres) Over the Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	367.5	206.3	0.0	**206.3**	**40.8**	165.6
Commercial [2]	491.8	212.0	5.9	**217.9**	**9.7**	208.2
Industrial [3]	491.8	212.0	5.9	**217.9**	**6.2**	211.8
Total Unduplicated Acres [4]	**1,018.1**	**577.1**	**5.9**	**583.0**	**56.7**	**526.4**

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code

Commercial Development Forecast

Based on the SRTC Regional Transportation Model and employment forecast for the City of Spokane (discussed in Chapter 2), employment in the focus area is forecasted to grow at an average annual growth rate of 1.8 percent over the next 10 years. This forecasted growth rate would result in roughly 1,061 new employees within the focus area, but not all of the new employees are expected to require physical space. For example, employment in the construction and manufacturing industries often takes place at a project site or can move between different venues and does not require designated space for each individual employee. Other industries also might be supported partially by a remote workforce that does not require designated commercial space. Based on the industry specific employment forecast, this analysis assumes that approximately 85 percent or 899 of the new employees forecasted for the focus area are expected to require physical space within the focus area. Industry specific land use assumptions are then applied to the forecasted employment within the focus area to estimate the building space needed to accommodate the new employees. The total building space needed (in square feet) is then translated into the total demand for commercial and industrial acreage using an average Floor Area Ratio (FAR) for each industry. The FAR is a measurement of a building's floor area in relation to the size of the lot or parcel that a building is located on. A higher FAR indicates greater building volume relative to the size of the parcel.

Approximately 35 acres of commercial/industrial land will be needed in the focus area over the next 10 years to accommodate the physical land requirements of the projected employment growth. Roughly, 238 acres of the available land supply in the focus area allows for commercial and industrial activities based on a review of the zoning districts, which results in a surplus of 203 acres. It should be noted that the majority of the available land supply in the focus area allows for both commercial and industrial uses, and commercial development will likely be competing for the same land supply as future industrial developments.

Figure 34: 10-Year Commercial/Industrial Land Use Forecast for Focus Area

Land Use	Projected Employees Requiring Space	Space Needs per Employee (SqFt)	Building Space Needed (SqFt)	Floor Area Ratio (FAR)	Space Needed (SqFt)	Land Needed (Acres)
Office	420	250	104,884	0.30	349,613	8
Industrial/Flex Space	65	750	48,534	0.15	323,562	7
Retail	51	350	17,960	0.25	71,840	2
Accommodation/Food Services	71	300	21,173	0.50	42,347	1
Institutional	293	750	219,911	0.30	733,037	17
Total	**899**		**412,463**		**1,520,398**	**35**
Estimated Available Land Supply with Zoning that Allows Commercial, Office, Industrial Users [1]						**238**

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Land Use Industry Assumptions Sourced from Economic & Planning Systems
[1] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4

In West Hillyard there is an estimated demand for roughly 19 acres of land that allows for commercial or industrial uses. Just over 20 acres of available land supply that allows for commercial or industrial uses exists in West Hillyard, but in order to meet demand, it is likely that parcels currently zoned for mixed use development and allow for residential, commercial and/or industrial use will be needed to meet this demand. This suggests that there will be competing interests for a portion of the available land supply in West Hillyard. If residential development were to outpace commercial development in this area, it is possible that there could be a shortage of commercially zoned land supply available to meet forecasted demand in this area.

Figure 35: 10-Year Commercial/Industrial Land Use Forecast for West Hillyard

Land Use	Projected Employees Requiring Space	Space Needs per Employee (SqFt)	Building Space Needed (SqFt)	Floor Area Ratio (FAR)	Space Needed (SqFt)	Land Needed (Acres)
Office	192	250	48,038	0.30	160,128	4
Industrial/Flex Space	11	750	8,123	0.15	54,155	1
Retail	23	350	7,963	0.25	31,852	1
Accommodation/Food Services	42	300	12,704	0.50	25,408	1
Institutional	222	750	166,829	0.30	556,097	13
Total	**491**		**243,658**		**827,640**	**19**
Estimated Available Land Supply with Zoning that Allows Commercial, Office, Industrial Users [1]						**20**

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Land Use Industry Assumptions Sourced from Economic & Planning Systems

[1] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4

In East Hillyard there is an estimated demand for roughly 16 acres of available land supply that allows for commercial or industrial uses. Just under 218 acres of undeveloped and/or unoccupied land allows for commercial or industrial uses exists in East Hillyard, so there is plenty of available land supply in East Hillyard to meet the forecasted demand for commercial land in this area.

Figure 36: 10-Year Commercial/Industrial Land Use Forecast for East Hillyard

Land Use	Projected Employees Requiring Space	Space Needs per Employee (SqFt)	Building Space Needed (SqFt)	Floor Area Ratio (FAR)	Space Needed (SqFt)	Land Needed (Acres)
Office	227	250	56,845	0.30	189,485	4
Industrial/Flex Space	54	750	40,411	0.15	269,407	6
Retail	29	350	9,997	0.25	39,988	1
Accommodation/Food Services	28	300	8,469	0.50	16,939	0
Institutional	71	750	53,082	0.30	176,940	4
Total	**409**		**168,805**		**692,758**	**16**
Estimated Available Land Supply with Zoning that Allows Commercial, Office, Industrial Users [1]						**218**

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Land Use Industry Assumptions Sourced from Economic & Planning Systems

[1] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4

Need for commercial land was forecasted using TAZ level employment estimates developed for the SRTC Regional Transportation Model for 2019 and 2045 and industry level growth projections for Spokane County. Industry specific land use assumptions were then applied to employment projections to estimate the space demanded by additional employment in the focus area.

Residential Land Use Forecast

Future housing needs for new housing units in the focus area are forecasted based on estimated population growth and the assumption that additional housing units will be needed to alleviate existing overcrowding. This forecast also assumes that a portion of the existing housing units built before 1950, housing units without complete plumbing and kitchen facilities, and mobile home units will likely need to be replaced or rehabbed in the next twenty years. Recent residential construction was also taken into consideration and used to refine the 10-year housing need estimates. Additionally, estimates developed for the SRTC Regional Transportation Model helped inform the forecasted distribution of residential units by housing type (e.g. single family, duplex or multi-family housing units). The distribution of housing types is used to translate the forecasted number of residential units into an estimated demand for residentially zoned land.

Based on the forecasted population growth in the focus area and estimated housing types for future residential development, approximately 73 acres of land will be needed to develop 434 new housing units in the focus area over the next ten years. This does not include replacement or refurbishment of existing housing units. Roughly 231 acres of available land allows for residential development in the focus area, based on a review of the zoning districts. The available residential land supply in the focus area is able to meet the demand for forecasted residential development.

Market forces are changing the dynamic of residential development in the focus area and the distribution of new residential development is expected to shift from the historical trend of predominately single-family homes more toward duplex and multi-family residential development moving forward. This change in residential development type will be more pronounced in West Hillyard, which is largely built out and has a more limited supply of available residential land, compared to East Hillyard.

Figure 37: 10-Year Housing Forecast in the Focus Area

Unit Type	Current Distribution of Housing by Type [2]	Estimated Distribution of Forecasted Housing Units [3]	Gross Density (units/acre)	Acres Needed	Total Housing Units
Single-family	88%	41%	5.0	51	178
Duplex	1%	15%	8.0	11	64
3-9 Units	6%	21%	20.0	7	92
10+ Units	5%	23%	40.0	4	99
Total	**100%**	**100%**		**73**	**434**
Estimated Available Land Supply with Zoning that Allows Residential within Planning Area [1]				**231**	

[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Based on trends reported through the American Community Survey 5-year Estimates (2017-2021)
[3] Based on Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and informed by interviews with local developers and available land inventory.

In West Hillyard there is estimated demand for roughly 32 acres of land that is zoned for residential development. Just under 25 acres of undeveloped and/or unoccupied land that allows for residential uses exists in West Hillyard. About 60 percent or just under 15 acres of the available residential land supply in West Hillyard is zoned for mixed use development (CC1, CC2 and CC4), which means that residential development in this area will likely be competing with commercial development for parcels that are zoned for mixed-use development. Mixed-use zoning designations also allow for more dense residential development (e.g. multi-family housing units) compared to lower density residential zoning districts, such as RSF and RTF which account for roughly 36 percent or about 9 acres of the available residential land supply in West Hillyard. Changing market dynamics as well as the zoning designations of the available residential land supply suggest that multi-family residential development is most likely to occur in this area. This is a shift away from the historical residential development trends in this area that have skewed heavily towards low-density, single-family development. This shift is reflected in the estimated distribution of forecasted housing units in the table below.

Figure 38: 10-Year Housing Forecast in West Hillyard

Unit Type	Current Distribution of Housing by Type [2]	Estimated Distribution of Forecasted Housing Units [3]	Gross Density (units/acre)	Acres Needed	Total Housing Units
Single-family	73%	15%	5.0	12	42
Duplex	2%	20%	8.0	10	57
3-9 Units	11%	30%	20.0	6	85
10+ Units	15%	35%	40.0	4	99
Total	**100%**	**100%**		**32**	**283**
Estimated Available Land Supply with Zoning that Allows Residential within Planning Area [1]				**25**	

[[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Based on trends reported through the American Community Survey 5-year Estimates (2017-2021)
[3] Based on Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and informed by interviews with local developers.

In East Hillyard there is estimated demand for roughly 41 acres of land that is zoned for residential development. Just over 206 acres of undeveloped and unoccupied land that allows for residential uses exists

in East Hillyard, so there is plenty of available land supply in East Hillyard to meet the forecasted demand for residential land in this area. Based on key stakeholder interviews, existing zoning designations of the available land supply and the SRTC Regional Transportation Model, the residential development forecasted for East Hillyard is expected to largely be low-density single-family homes. This mirrors recent development trends as well as future development plans in this area.

Figure 39: Housing Forecast in East Hillyard

Unit Type	Current Distribution of Housing by Type [2]	Estimated Distribution of Forecasted Housing Units [3]	Gross Density (units/acre)	Acres Needed	Total Housing Units
Single-family	100%	90%	5.0	39	136
Duplex	0%	5%	8.0	1	8
3-9 Units	0%	5%	20.0	1	8
10+ Units	0%	0%	40.0	0	0
Total	**100%**	**100%**		**41**	**151**
Estimated Available Land Supply with Zoning that Allows Residential within Planning Area [1]				**206**	

[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Based on trends reported through the American Community Survey 5-year Estimates (2017-2021)
[3] Based on Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and informed by interviews with local developers.

Housing Affordability

In July 2021, the City of Spokane prepared a Housing Action Plan (HAP) to identify actions to help increase housing options that create more homes for more people. The purpose of the HAP was to consider actions that promote greater housing diversity, affordability and access to opportunity for residents at all income levels in Spokane.[9]

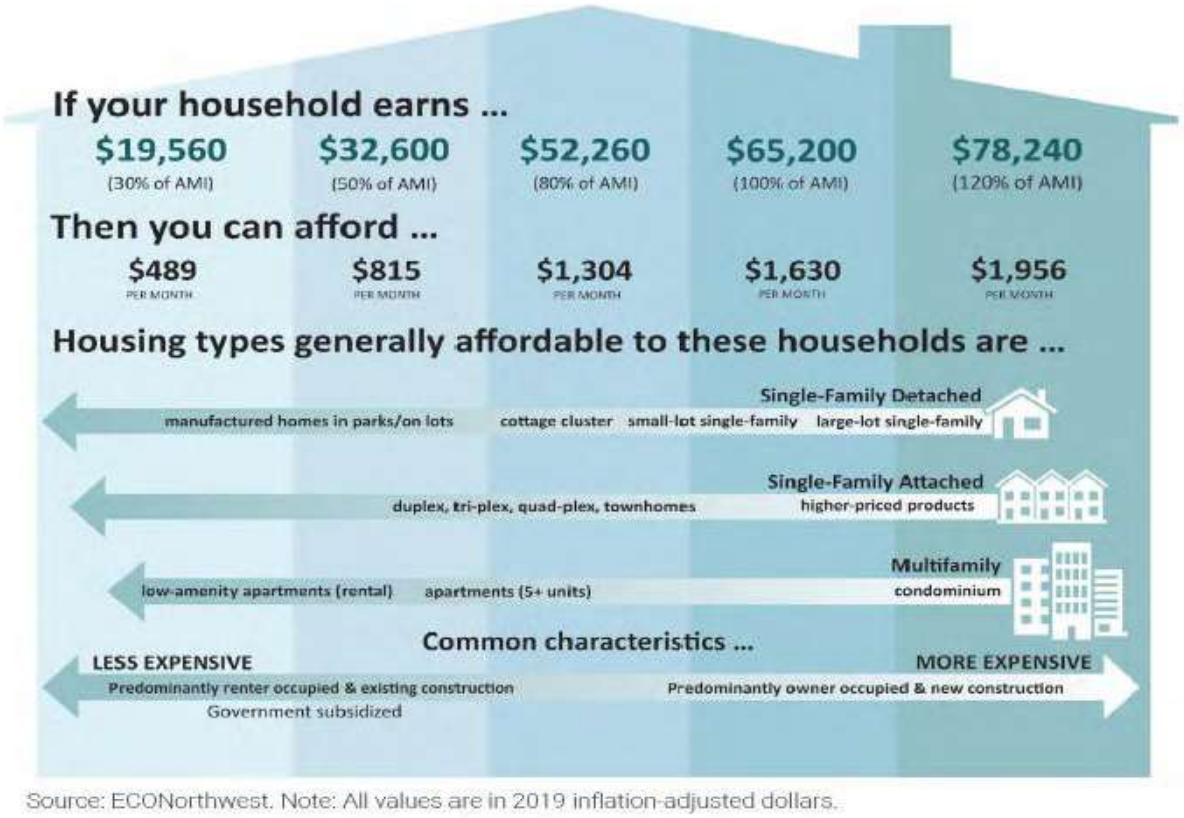
One of the priorities identified through the HAP is to "increase housing supply, options and affordability for all incomes." This priority focuses on strategies that support the construction of affordable and market-rate housing. In the focus area, 26 percent of households meet the definition of cost burdened, spending more than 30 percent of their total income on housing costs. Spending a larger portion of household income on housing limits the amount of income available for other non-discretionary spending, such as food, clothing, and transportation. Renter occupied households in the focus area are more than four times as likely to be cost burdened compared to owner occupied households and nearly half (47 percent) of all renter occupied households in the focus area meet the definition of cost burdened. This suggests that there is a need for additional affordable housing, specifically affordable rental housing, in and around the focus area.

The median household income in the focus area is $47,686, which is well below the citywide median household income of $56,977.[10] Based on the income distribution in the focus area, the development of less expensive and predominantly renter focus residential product types, such as duplex, tri-plex and low amenity apartments, could promote greater housing diversity, and housing affordability in this area.

[9] City of Spokane Housing Action Plan, July 2021. Available at: https://my.spokanecity.org/housing/spokane-housing-action-plan/

[10] U.S. Census, ACS 5-Year Estimates (2017-2021): Table S1901 Income in the Past 12 Months (in 2021 inflation adjusted dollars)

Figure 40. Financially Attainable Housing Types

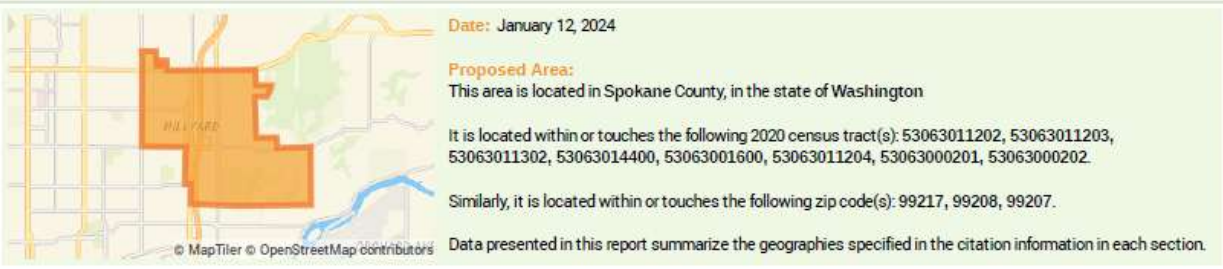


Source: ECONorthwest. Note: All values are in 2019 inflation-adjusted dollars.

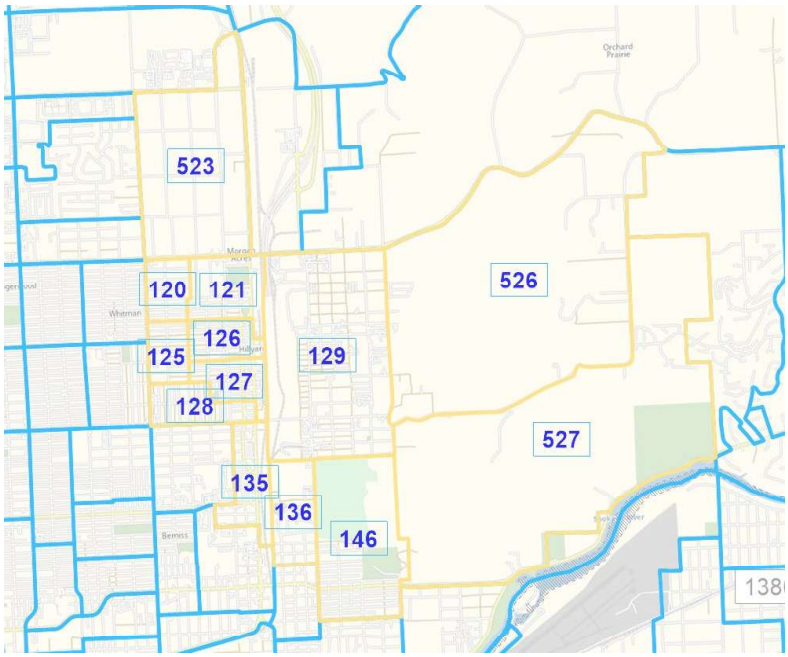
Source: City of Spokane Housing Action Plan, July 2021.

Appendix A: Geographies Used for Analysis

Policy Map Project Specific Data Export



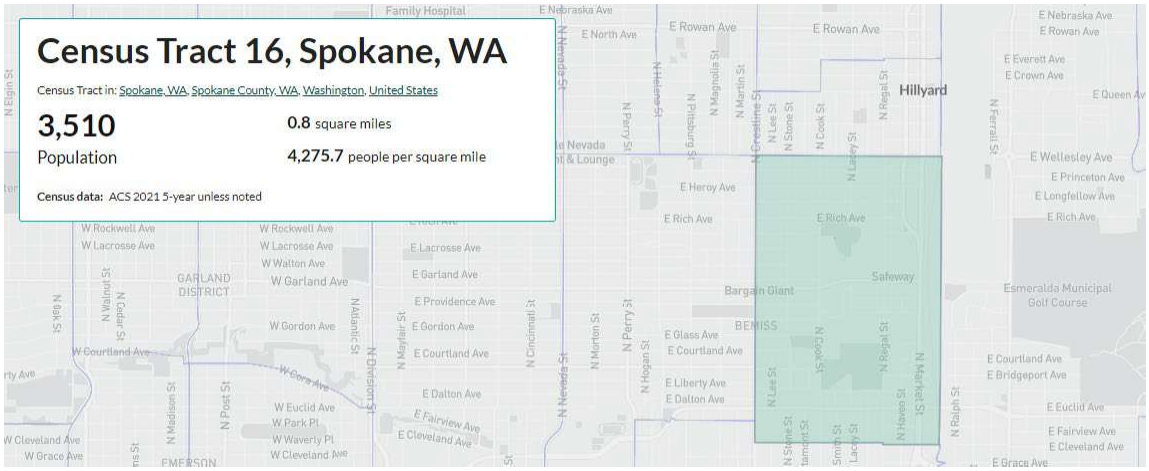
Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045

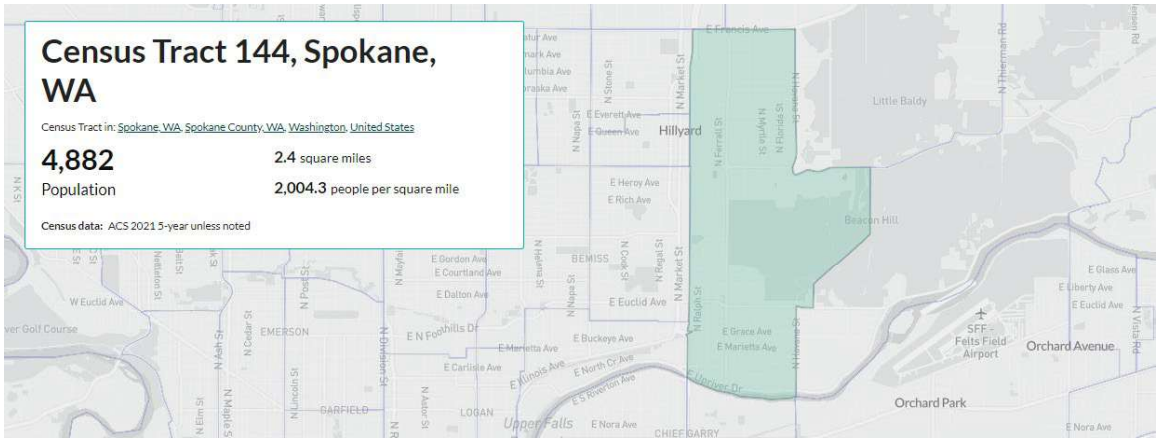


U.S. Census Bureau, Spokane Census Tracts




Census Tract 2.02, Spokane, WA
Census Tract in: Spokane, WA, Spokane County, WA, Washington, United States
1,396
Population
0.2 square miles
5,765.6 people per square mile
Census data: ACS 2021 5-year unless noted
Hillyard
© Mapbox © OpenStreetMap Improve this


Census Tract 16, Spokane, WA
Census Tract in: Spokane, WA, Spokane County, WA, Washington, United States
3,510
Population
0.8 square miles
4,275.7 people per square mile
Census data: ACS 2021 5-year unless noted
Hillyard
GARLAND DISTRICT
Bargain Giant
Safeway
BEMISS
Esmeralda Municipal Golf Course
EMERSON


Census Tract 144, Spokane, WA
Census Tract in: Spokane, WA, Spokane County, WA, Washington, United States
4,882
Population
2.4 square miles
2,004.3 people per square mile
Census data: ACS 2021 5-year unless noted
Hillyard
Little Baldy
Beacon Hill
BEMISS
EMERSON
SFF - Felts Field Airport
Orchard Avenue
Orchard Park
LOGAN
GARFIELD
Upper Falls

Appendix J

Public Financing Strategy

Economic & Planning Systems, Inc.
The Economics of Land Use

HILLYARD SUBAREA PLAN PUBLIC FINANCING STRATEGY

FINAL DRAFT REPORT

Prepared for:
City of Spokane, Washington

Prepared by:
Economic & Planning Systems, Inc.

May 28, 2025

EPS #233007

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1. Introduction

This report summarizes the analysis and recommendations of Economic & Planning Systems (EPS) regarding funding and financing strategies for the Hillyard/ Northeast Spokane Subarea Plan (Plan). The report was prepared by EPS, as subconsultant to Stantec, under contract to the City of Spokane and the Northeast Public Development Authority (NEPDA).

Background

The Plan aims to foster revitalization and development opportunities for the Wellesley Business district and the East Hillyard industrial area (aka The Yard) in the Hillyard neighborhood. The Plan's 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley/Garnet Avenue to the south, South Havana Street to the east, and East Francis Street to the north as shown in **Figure 1**.

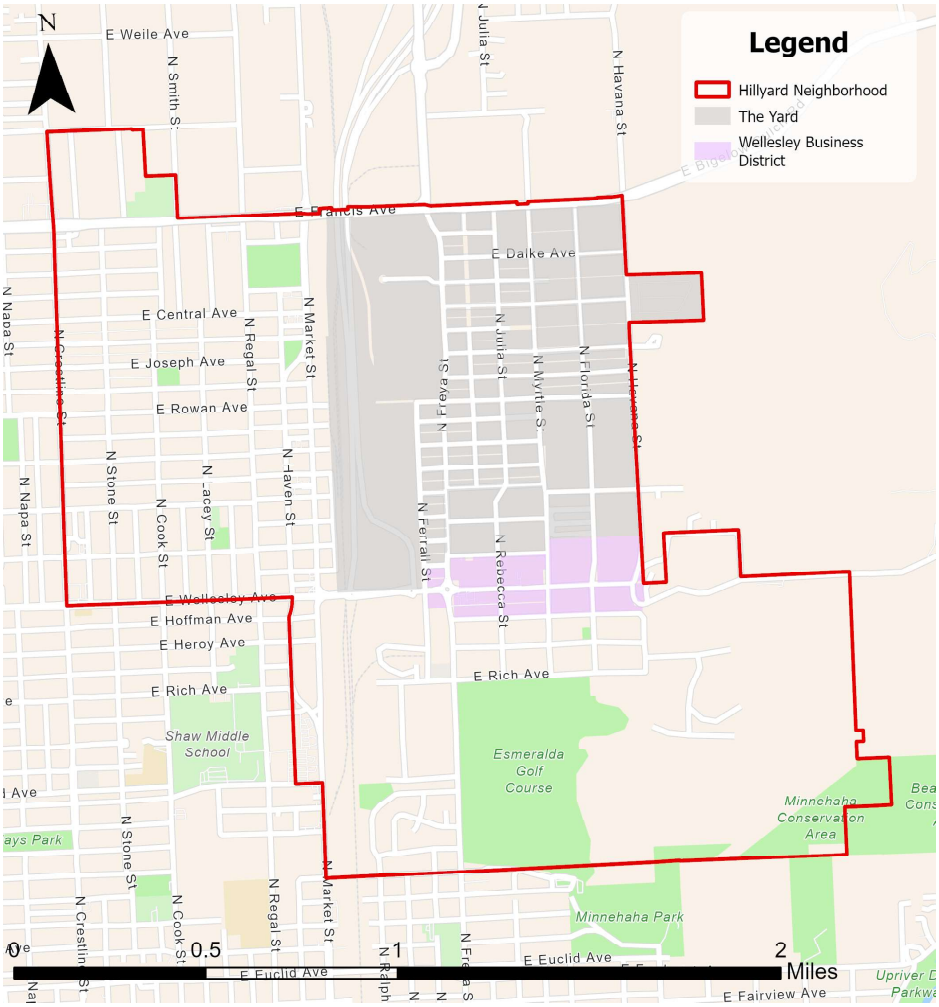


Figure 1. Hillyard Subarea

The Hillyard neighborhood contains a wide range of land uses but is predominately residential, with neighborhood commercial uses to the west of US 395, and predominately industrial to the east. Stantec has identified 53 catalyst sites with the potential for new development or redevelopment throughout the Hillyard Study Area. The catalyst sites in West Hillyard are primarily small vacant commercial parcels on Market Street and Haven Street. These properties are on completed streets and are largely expected to be able to be developed without major infrastructure investments.

A major barrier to new development in The Yard in East Hillyard is the lack of infrastructure that has stagnated investment in the area, particularly for industrial development. One of goals of the Plan is to determine how infrastructure investments in The Yard can help it capture a greater share of industrial development. Stantec has identified 20 catalyst sites within The Yard totaling 95 acres and with up to 852,000 square feet of development capacity. The Stantec Team has also identified up to $39.5 million in road and utility infrastructure improvements needed to make these properties "development ready." as shown in **Table 1.**

Table 1. The Yard Total Infrastructure Costs

Description	Cost
Potable Water Service	
Increased Standby Storage - North Hill Pressure Zone	--
Distribution & Transmission Conveyance Infrastructure	$4,450,000
Distribution & Transmission Extension	$1,850,000
Larger Diameter Network	$5,250,000
Subtotal	**$11,550,000**
Sanitary Sewer Service	
No City Costs Listed	--
Subtotal	**--**
Drainage & Stormwater Management Facilities	
Clustered Regional Facilities (Initial Phase)	$10,960,000
Clustered Regional Facilities (Buildout)	$5,475,000
Subtotal	**$16,435,000**
Broadband Service	
No City Costs Listed	--
Subtotal	**--**
Electrical Power and Natural Gas Services	
No City Costs Listed	--
Subtotal	**--**
Road Improvements	
Freya St - Wellesley Ave to Francis Ave	$1,375,000
Rowan Ave - Sycamore St to Myrtle St	$996,526
Myrtle St - Wellesley Ave to Dalke Ave	$5,652,726
Florida St - Queen Ave to Princeton Ave	$2,118,478
Local Roads - East Side Improvements	$1,100,000
Wellesley Ave - Freya St to Havana St	$226,048
Subtotal	**$11,468,778**
Total City Investment in the Yard Infrastructure	**$39,453,778**

Source: City of Spokane; Stantec; Fehr & Peers; Economic & Planning Systems

The primary funding and financing challenge addressed in this study is how to pay for the up-front infrastructure needed for The Yard to be competitive and capture its share of potential industrial development within the region.

Scope of Work

EPS was tasked with identifying funding sources and financing strategies for the roads, utilities, and other trunk infrastructure needed to make the identified catalyst sites competitive for development. The report is presented in four chapters following this Introduction and Summary of Findings as follows:

- **Market Context** – This chapter provides EPS' estimates of the absorption forecasts by asset class and by phase as inputs to the financial analysis. The estimates of development potential are based on a review of market analysis and development forecasts completed for previous tasks in the overall project and from additional analysis of industrial development trends in the Spokane region.
- **Public Financing Framework** – EPS identifies the available public financing tools that could potentially be used to build and pay for infrastructure and other public improvements including property and sales tax increment financing (TIF) and other development based sources.
- **Development Absorption and Capital Projects** – This chapter summarizes the road and utility costs for providing infrastructure to The Yard. Based on the estimated costs, the absorption projection and capital investment for a smaller Phase 1 area are described.
- **Tax Revenue Forecasts** – This chapter describes the use of a 30-year cash flow model to estimate revenues and expenses based on infrastructure cost and development revenue inputs from previous tasks. Based on identification of a substantial funding gap, EPS then identifies a phased option that reduces upfront capital investment needs commensurate with projected development capture rates.
- **Reconciliation of Sources and Uses** – This section integrates all elements of research and refines the financial model to reconcile the sources and uses of funds.

Summary of Findings

1. ***One of goals of the Subarea Plan is to determine how infrastructure investments in The Yard can improve its marketability for a greater share of the Spokane region's industrial development.***

   The Yard is largely zoned for industrial development; however, most industrial users have not considered the area because of the lack of adequate roads and utilities. Stantec has identified 20 catalyst sites within The Yard totaling 95 acres and with up to 852,000 square feet of development capacity. However, to make the area competitive for new development, the Stantec has also identified the need for up to $39.5 million in road and utility infrastructure improvements.

2. ***A Phase 1 development scenario was developed to identify reduce the amount of upfront infrastructure needed to catalyze initial development.***

   Due to large infrastructure requirements for the Yard totaling $39.5 million, which would be required to develop most of the catalyst sites within the Yard, the scope of the financial and development analysis was narrowed to an initial first phase of development to reduce the amount of upfront infrastructure needed to catalyze initial development. This initial Phase 1 area includes the southern portion of the Yard and all of the Wellesley Business District. By shifting the focus area, the known infrastructure costs were reduced from $39.5 million to $14.4 million.

3. ***A medium growth absorption forecast was used in the financial modeling to estimate industrial development capture in the Phase 1 portion of The Yard.***

   The Phase 1 area reduces the upfront infrastructure needed but still includes 14 of the 20 catalyst sites in The Yard including the largest and most marketable parcels. The medium absorption scenario is used as a basis for creating the projected absorption for the 14 catalyst sites. Projected absorption includes a total of 1.25 million square feet built over a 10-year period including approximately 650,000 square feet of industrial in the Yard and 600,000 square feet of mixed-use development in the Wellesley Business District.

4. ***The primary financing source for financing needed infrastructure in The Yard is tax increment financing as currently enabled for NEPDA.***

   The primary funding tool anticipated to be used for funding redevelopment costs within The Yard is tax increment financing (TIF). The City of Spokane established a TIF District in 2019 for property within NEPDA. NEPDA receives City and County property tax TIF, City sales tax TIF, as well as one-time tax on new construction [New Construction Sales Tax (NCST)] from both the City and County. NEPDA receives 75 percent of the TIF on new development with the remainder retained by the taxing entities. Other taxing districts that can be considered for funding a portion of the needed infrastructure include Local Improvement Districts (LIDs) and Public Utility Districts (PUDs). Other financing districts enabled in the state that could be used to help with redevelopment and infrastructure funding are LIFT (Local Infrastructure Financing Tool), which uses state sales tax funds, and one-time funding for public infrastructure through the CERB (Community Economic Revitalization Board).

5. ***A pro forma model was created to analyze Phase 1 revenues and expenses over a 30-year financing timeframe to determine project feasibility and identify the remaining funding gap.***

   In this model, the project is evaluated on both a levered and unlevered basis to estimate the funding gap. A third scenario explored evaluates the removal of stormwater costs altogether as it is the most expensive and serves a larger area-wide function. Revenues include property and sales tax increment and NCST. Infrastructure expenses totaling $14.4 million included three road projects (Freya Street from Wellesley Avenue to Rowan Avenue, Rowan Avenue from Freya Street to Florida Avenue, and Florida Street from Queen Avenue to Princeton Avenue); three water distribution lines along Freya Street, Rowan Avenue, and Florida Street; and Phase 1 of a clustered regional stormwater facility.

6. ***Infrastructure revenue bonds are recommended as a means to generate sufficient revenues needed to build the Phase 1 needed infrastructure projects. However, a substantial funding gap remains.***

   In a levered scenario over a 30-year period, NEPDA operating costs are projected to total $21.38 million and total revenues are projected to total $39.48 million, resulting in a net operating income (NOI) of $18.1 million. Bond Debt Service Payments would total $35.59 million. This results in an overall Debt Service Coverage Ratio (DSCR) of 0.51, which indicates that not enough revenue would be generated to cover the debt obligations. To achieve a DSCR of 1.25, an additional $26.38 million in funding sources would be needed. If the Phase 1 clustered regional stormwater facility were to be removed, the DSCR increases to 0.90 and the funding gap decreases to $6.96 million to achieve a DSCR of 1.25.

7. ***The financial pro forma model can continue to be used by the City and NEPDA to consider additional funding and financing options.***

   The Phase 1 Financial Model is a work in progress. The scenarios tested demonstrate that a financing plan based on using the existing NEPDA sources of TIF revenues have the potential to cover a substantial portion of the infrastructure needed to develop the catalyst sites in The Yard. Nevertheless, there is still a funding shortage regardless of the scenarios presented. The City and NEPDA will need to identify one or more additional funding sources, and/or evaluate an even smaller initial phase of development that further reduces upfront infrastructure investments. The financial pro forma model can be used to test other scenarios and/or variations in financing approach. It can also be used to incorporate other revenue sources including any grants that the City may ultimately receive.

2. Market Context

This Chapter summarizes market conditions in the Hillyard Subarea and The Yard focus area. This includes a review of market projections completed in earlier phases of the subarea planning process, as well as additional analysis of industrial development trends in the Spokane market from 2000 to 2024. Based on this analysis, EPS developed three alternative absorption forecasts for industrial uses in The Yard.

Agnew Beck Market Study

Agnew Beck (AB), as a subconsultant to Stantec, completed a market study as input to the Subarea Plan land use analysis in February 2024. The market study included forecasts for all land use categories for the larger Hillyard Subarea. EPS evaluated the AB Market Study with a focus on industrial trends and forecasts as most relevant to the funding and financing strategy for The Yard.

Based on the AB market data, overall job growth in Hillyard has been strong when compared to the City of Spokane as a whole. Based on historical trends, AB projected an increase of 1,061 jobs in Hillyard over the 2023-2033 time period, which equates to 2.2 percent average annual growth.

AB converted this job growth to a demand for 48,534 square feet of industrial space and a total of 412,463 square feet of commercial space. EPS determined the development projection for industrial space to be conservative as it is based on historical construction and does not consider the potential of the area if infrastructure investments are made to make the area more "development ready" and competitive for a share of regional growth.

Hillyard has 622 acres of undeveloped or unoccupied land with the capacity to accommodate a greater amount of development than the 108 acres of residential and commercial development forecast over the next 10 years. Much of this is in The Yard, which has 218 acres of land supply available for commercial development (including industrial) and 206 acres of land supply available for residential development. With proper infrastructure investments, much of this land could be developed with industrial and flex uses.

Spokane Industrial Market

EPS conducted additional market analysis focused on industrial and flex uses within the Hillyard Subarea and the Spokane region in order to provide an alternative growth forecast. The Spokane market has seen steady growth since 2010 in industrial and flex space inventory. From 2010 to 2024, the City of Spokane added 4.5 million square feet of industrial and flex space, as shown in **Table 2**.

The Hillyard neighborhood has seen little growth over the same time period, gaining 93,887 square feet of inventory. In spite of the industrial character of the area, it is currently a relatively small component of the industrial market, accounting for less than 1.0 percent of the total inventory.

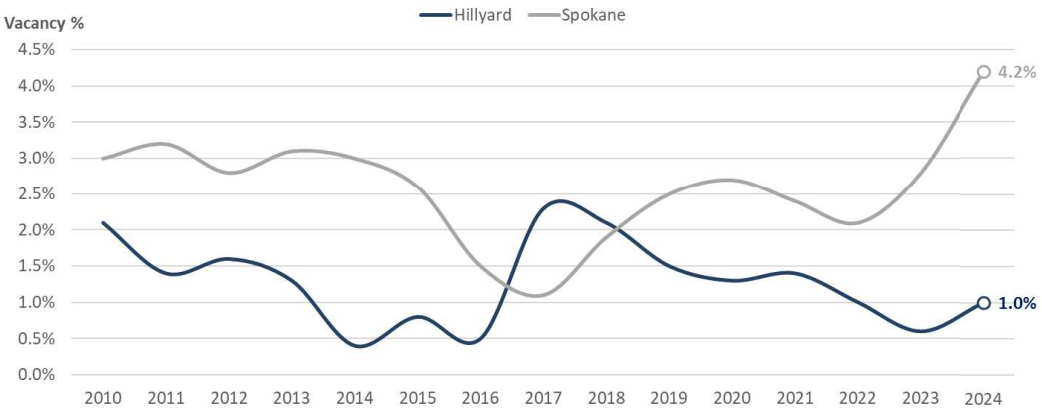
Table 2. Industrial and Flex Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Hillyard	1,853,059	1,877,516	1,943,046	1,946,946	93,887	6,706	0.4%
Spokane	33,014,456	34,568,086	35,069,069	37,550,366	4,535,910	323,994	0.9%

Source: CoStar; Economic & Planning Systems

In terms of vacancy rates, the City of Spokane – and more specifically Hillyard – have maintained very low vacancy rates from 2010 to 2024 while adding inventory, which suggests that the market would respond well to additional inventory. While Hillyard itself has not added much inventory, a vacancy rate of 1.0 percent in 2024, as shown in **Figure 2**, suggests that new inventory would likely be supported.

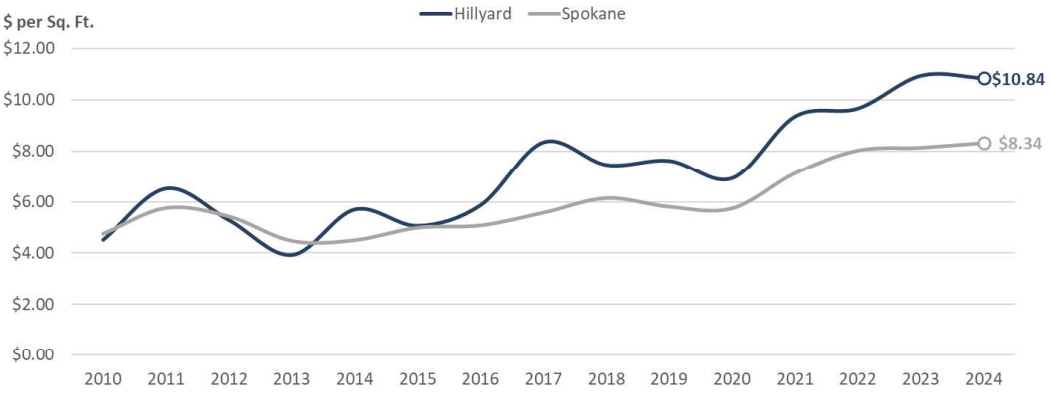
Figure 2. Industrial and Flex Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Average rental rates in the Hillyard Subarea increased by $6.34 per square foot from 2010 to 2024, as shown in **Figure 3**. In the city as a whole, the average rental rate increased by only $3.59 per square foot over the same time period, or about half of the Hillyard's growth.

Figure 3. Industrial and Flex Rental Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Comparable Subareas

The Hillyard Subarea, and more specifically "The Yard," is well located to attract future growth of industrial and flex space should it invest in the road and utility improvements needed to make the area competitive with other industrial development locations in the region. As a basis for estimating the level of growth possible. EPS tracked historical growth in other industrial areas in the regional including the Spokane Valley subarea, east of the City of Spokane, the West Plains Subarea, located near the Spokane International Airport, and the East Central Neighborhood, located south of the Hillyard Subarea.

West Plains has seen the most explosive growth, nearly doubling its inventory from nearly 4.4 million square feet in 2010 to over 8.4 million square feet in 2024, as shown in **Table 3**. The other subareas have seen modest growth that is consistent with the City of Spokane as a whole, all of which have experienced average annual growth ranging from 0.9 percent to 1.0 percent per year.

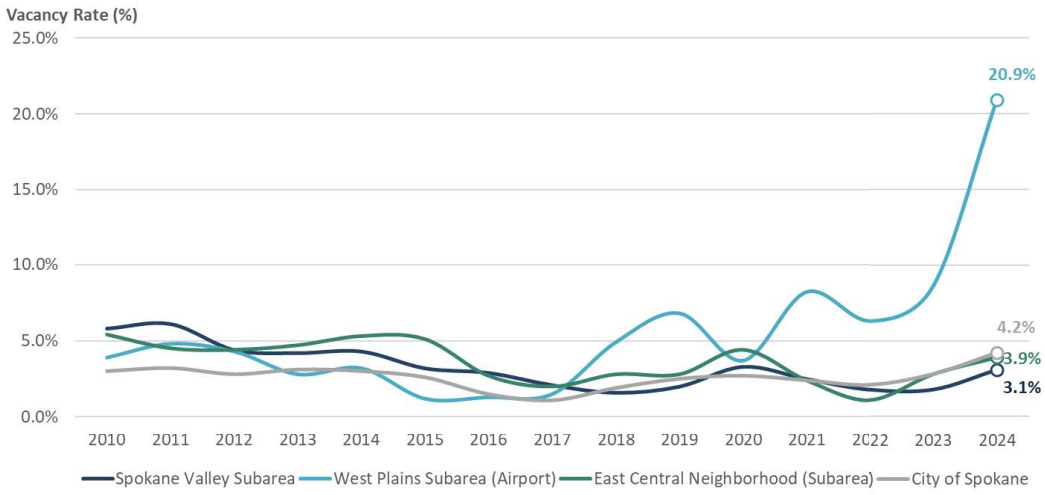
Table 3. Industrial and Flex Subareas Inventory, 2010 to 2024 Q2

Description	2010	2015	2020	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Spokane Valley Subarea	23,418,958	23,566,021	24,546,032	26,946,216	3,527,258	251,947	1.0%
West Plains Subarea (Airport)	4,351,206	5,713,144	6,505,406	8,440,922	4,089,716	292,123	4.8%
East Central Neighborhood (Subarea)	7,631,935	8,021,833	8,544,673	8,608,289	976,354	69,740	0.9%
City of Spokane	33,014,456	34,568,086	35,779,669	37,550,366	4,535,910	323,994	0.9%

Source: CoStar; Economic & Planning Systems

The subarea with the highest vacancy rate in 2024 was West Plains with a vacancy rate of 20.9 percent, as shown in **Figure 4**. This is likely a result of new inventory being completed as over 1.0 million square feet of inventory was added between 2023 and 2024. East Central Neighborhood and Spokane Valley had vacancy rates of 3.9 percent and 3.1 percent, respectively, similar to the overall city total.

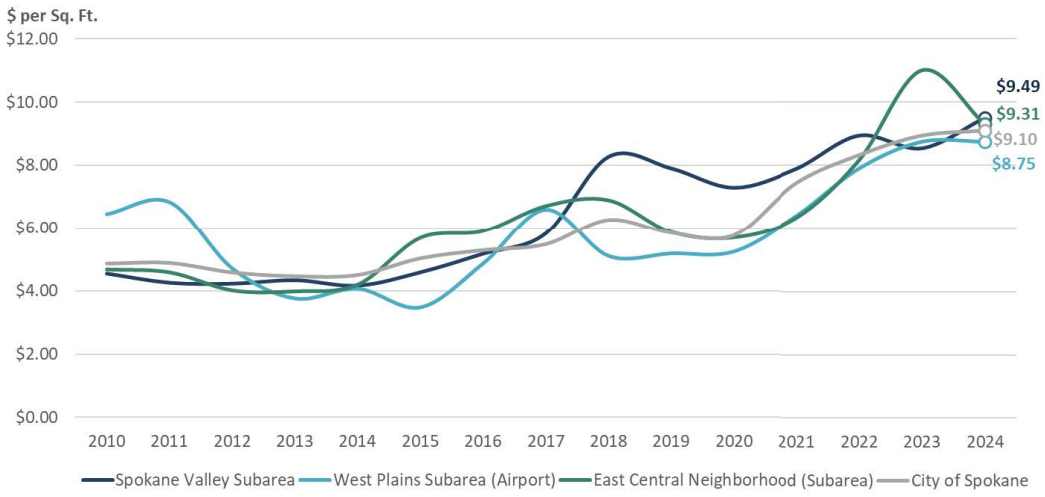
Figure 4. Industrial and Flex Subareas Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

The subarea with the highest average rental rate in 2024 was Spokane Valley at $9.49 per square foot, as shown in **Figure 5**. This is closely followed by the East Central Neighborhood at $9.31 per square foot, and West Plains at $8.75 per square foot. The City of Spokane's rental rate in 2024 was $9.10 per square foot.

Figure 5. Industrial and Flex Subareas Rental Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Commercial and Multifamily Space

EPS also tracked growth and development conditions in the office, retail and multifamily housing markets in Hillyard and the Spokane region over the 2010-2024 time period.

Office

The Hillyard Subarea (as tracked by CoStar) shows a modest amount of office space with a current inventory of 133, 500 square feet. The area lost 13,800 square feet since 2010 as shown in **Table 4**. Meanwhile, the City of Spokane gained 367,019 square feet of office inventory to reach nearly 20.2 million square feet as shown.

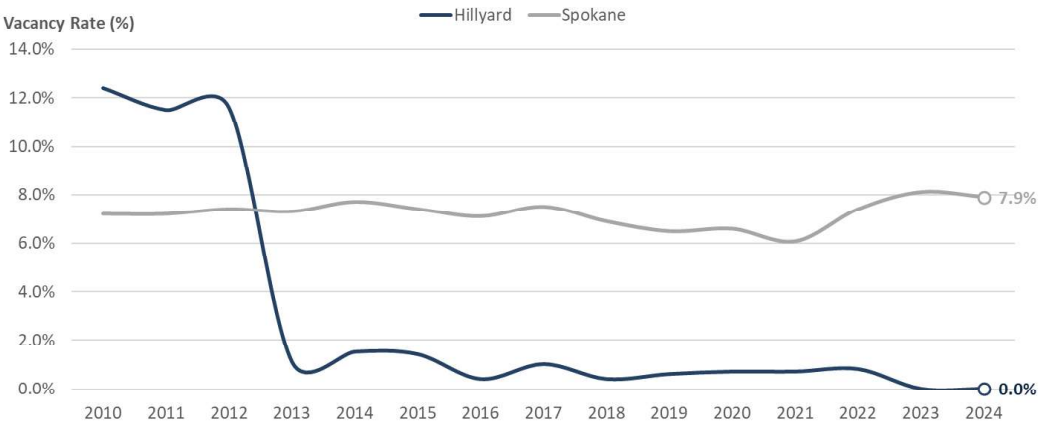
Table 4. Office Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Hillyard	147,320	147,320	157,932	133,513	-13,807	-986	-0.7%
Spokane	19,828,575	20,058,454	20,059,907	20,195,594	367,019	26,216	0.1%

Source: CoStar; Economic & Planning Systems

The Hillyard neighborhood shows an office vacancy rate of 0 percent in 2024, as shown in **Figure 6**. This low vacancy rate is likely due to the small amount of space in the CoStar office inventory. There are likely a number of smaller buildings with less than 10,000 square feet not captured in the inventory. The City of Spokane has maintained a relatively constant vacancy rate between 7.0 percent and 7.9 percent from 2010 to 2024, suggesting that the market has not seen a sudden increase in inventory in recent years.

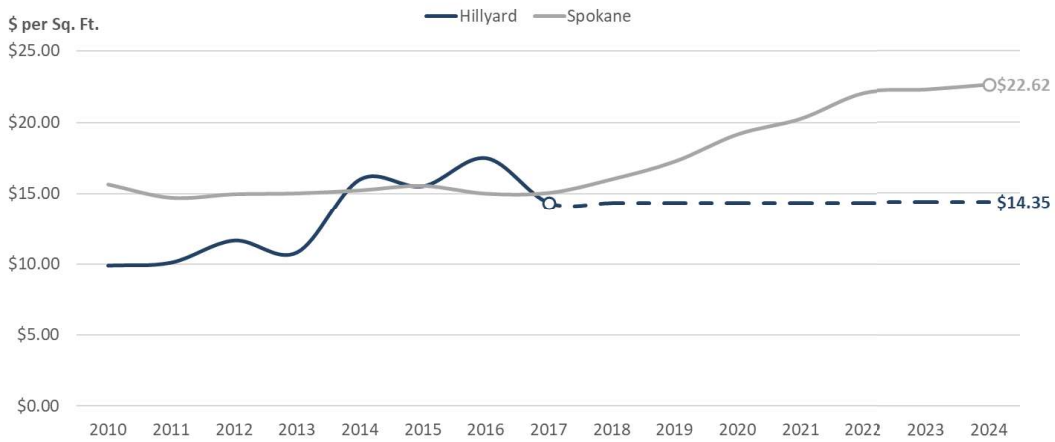
Figure 6. Office Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

The rental rate for office space in the Hillyard neighborhood increased from $10.00 per square foot in 2010 to $14.35 per square foot in 2017, as shown in **Figure 7.** Rental rates after 2017 are not available for the Hillyard neighborhood. Meanwhile, the rental rate in the City of Spokane increased from $15.64 in 2010 to $22.62 in 2024.

Figure 7. Office Rental Rate, 2010 to 2024 Q2



Note: No rent data available for Hillyard since 2017.
Source: CoStar; Economic & Planning Systems

Retail

The retail market in both Hillyard and the City of Spokane has not seen much growth in inventory in recent years. From 2010 to 2024, Hillyard only gained 3,300 square feet of retail space and the City of Spokane gained 414,715 square feet of retail space, as shown in **Table 5**.

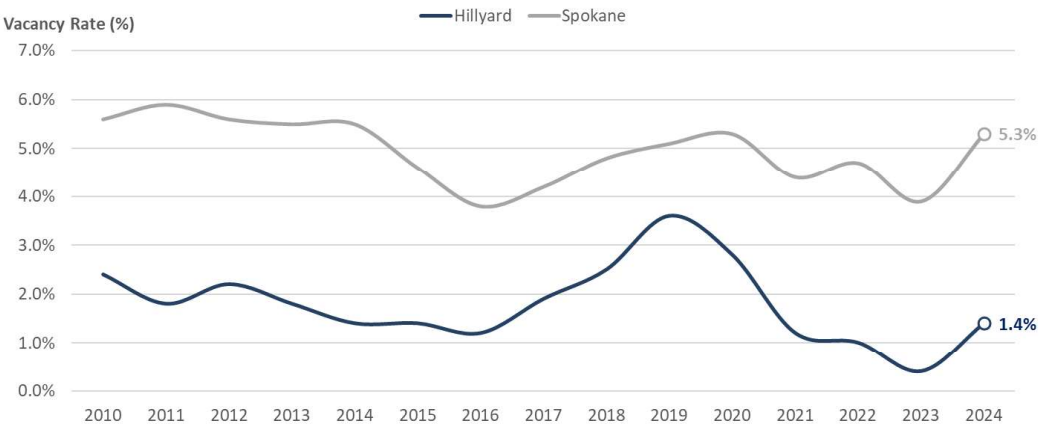
Table 5. Retail Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Hillyard	740,691	743,991	743,991	743,991	3,300	236	0.0%
Spokane	27,704,903	27,927,254	27,906,064	28,119,618	414,715	29,623	0.1%

Source: CoStar; Economic & Planning Systems

The retail vacancy rate in 2024 for the Hillyard neighborhood was 1.4 percent, as shown in **Figure 8**. This rate is lower than the City, which had a vacancy rate of 5.3 percent. Overall, the Hillyard neighborhood maintained a lower vacancy rate than the City of Spokane from 2010 to 2024.

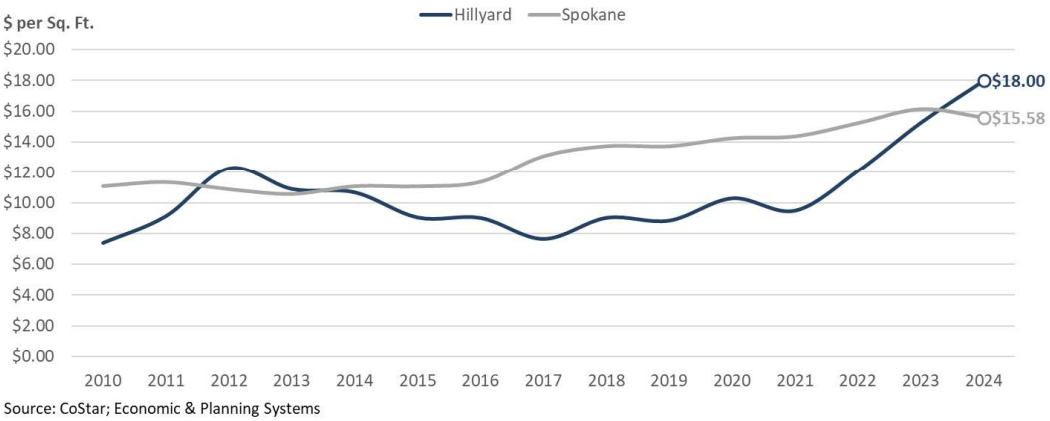
Figure 8. Retail Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Both the Hillyard neighborhood and the City of Spokane have similar rental rates, with the Hillyard neighborhood having a rate of $18 per square foot in 2024 and the City of Spokane having a rental rate of $15.58, as shown in **Figure 9**. The Hillyard neighborhood's rental rate surpassed the rate of the City in 2024 for the first time since 2012.

Figure 9. Retail Rental Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Multifamily

The Hillyard neighborhood has a small multifamily presence with only 475 multifamily units, as shown in **Table 6**. The Hillyard neighborhood has not added units since at least 2000. Meanwhile, the City of Spokane saw steady growth in multifamily inventory from 2010 to 2024, adding 7,880 units, or 20.3 percent of the total multifamily units in the City.

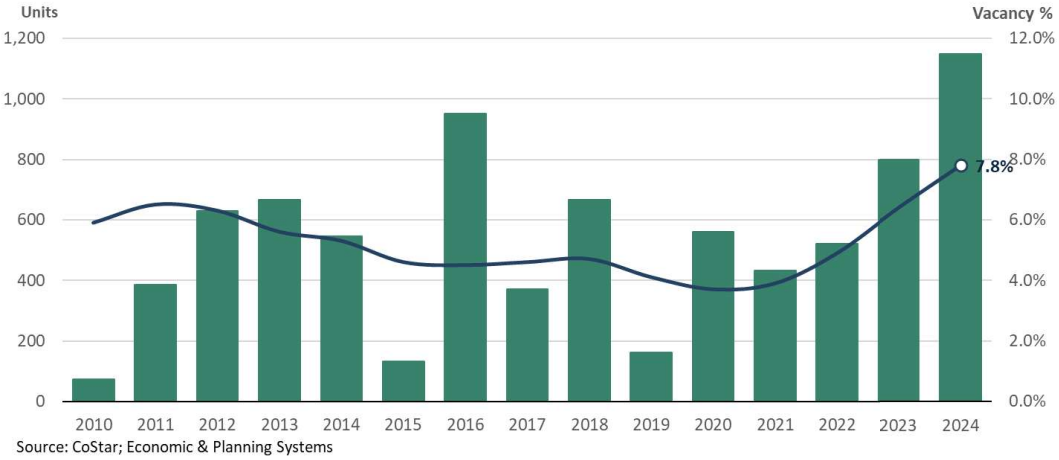
Table 6. Multifamily Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Units)							
Hillyard	475	475	475	475	0	0	0.0%
Spokane	30,990	33,350	35,424	38,870	7,880	563	1.6%

Source: CoStar; Economic & Planning Systems

As Spokane has delivered multifamily units, the vacancy rate has risen from 3.7 percent in 2020 to 7.8 percent in 2024, as shown in **Figure 10**. Much of this can likely be attributed to new units entering the market. From 2020 to 2024, Spokane delivered 3,462 new multifamily units. If Hillyard could capture even just a small share of this development, it would benefit the area and provide the opportunity for increased housing affordability.

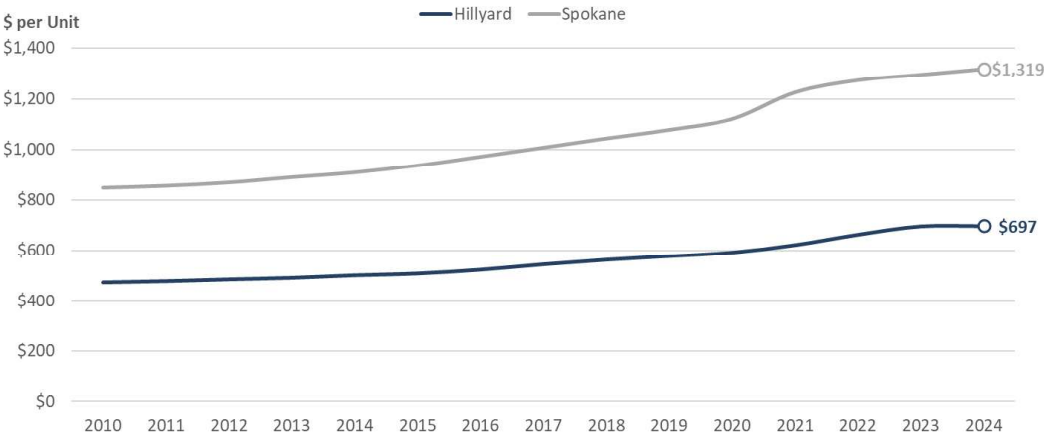
Figure 10. Spokane Multifamily Vacancy Rate and Deliveries, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

The Hillyard neighborhood traditionally has had lower rental rates than the City, and this trend continued from 2010 to 2024. In 2024, the average asking rent per unit in the Hillyard neighborhood was $697 per unit, as shown in **Figure 11**. Meanwhile, the average asking rent per unit in Spokane was $1,319 per unit.

Figure 11. Multifamily Asking Rent per Unit, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Absorption Scenarios

EPS developed three absorption scenarios based on the market data provided in the previous section including the AB market study, Stantec estimates of development capacity, and additional market work conducted by EPS, three absorption scenarios focused on commercial development over a 30-year period were generated. A 30-year period is used to align with the assumptions for revenue bonds in the financing model. All three scenarios assume that the necessary infrastructure investments would be made to attract development.

The Low Absorption projection is based on the development forecasts in the AB market study, which was modified to apply specifically to The Yard. The Medium Absorption projection is based on historical development capture rates from the larger regional market to estimate a realistic absorption target for the next 30 years. The High Absorption projection is based on the amount of development capacity possible under existing zoning within the identified catalyst sites.

Scenario 1: Low Absorption

In the Low Absorption scenario, annual growth is projected using the market demand projections from the AB market study. Agnew Beck developed a 10-year demand forecast for the area, and EPS extended this demand forecast to 30 years using the same growth factor.

In this scenario, The Yard is estimated to capture a total of 322,200 square feet of commercial space over a 30-year period, or an average of 10,740 square feet annually, as shown in **Table 7**. This includes 170,250 square feet of office space based on a floor area ratio (FAR) of 0.3, 121,500 square feet of industrial/flex space based on a FAR of 0.15, and 30,450 square feet of retail space based on a FAR of 0.25. This totals 34.4 land acres and makes up 36.2 percent of the total available land capacity of the catalyst sites in The Yard.

Table 7. 30-Year Low Absorption Projection

Description	30-Year Absorption			
	Building Sq. Ft.	FAR	Land Acres	Avg. Ann. Sq. Ft.
Land Use Type				
Office	170,250	0.30	13.0	5,675
Industrial/Flex	121,500	0.15	18.6	4,050
Retail	30,450	0.25	2.8	1,015
Total	**322,200**		**34.4**	**10,740**
Total Acres Available			**95.2**	
Percent Used			36.2%	

Source: Agnew Beck; Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Economic & Planning Systems

Scenario 2: Medium Absorption

In the Medium Absorption scenario, annual growth was projected based on a realistic capture rate based on historical development in the larger region. For office, this was based on a capture rate of 4 percent of the City's annual growth in office inventory from 2010 to 2024. For industrial and flex space, absorption was based on a 9 percent capture rate of the average absorption of larger subareas that include the City of Spokane, the West Plains subarea (near the Airport), and the Spokane Valley subarea from 2010 to 2024. For retail, absorption was based on a 4 percent capture rate of the City's annual growth in retail inventory from 2010 to 2024.

Under this scenario, The Yard is projected to capture 851,700 square feet of commercial space over a 30-year period, or an average of 28,390 square feet annually, as shown in **Table 8**.

Over a 30-year period, this totals 31,500 square feet of office space, 784,700 square feet of industrial/flex space, and 35,500 square feet of retail space. This totals 95.2 land acres and uses 100 percent of the total available land in the catalyst sites.

Table 8. 30-Year Medium Absorption Projection

Description	30-Year Absorption			
	Building Sq. Ft.	FAR	Land Acres	Avg. Ann. Sq. Ft.
Land Use Type				
Office	31,500	0.30	2.4	1,050
Industrial/Flex	784,700	0.20	90.1	26,157
Retail	35,500	0.30	2.7	1,183
Total	**851,700**		**95.2**	**28,390**
Total Acres Available			**95.2**	
Percent Used			100.0%	

Source: CoStar; Economic & Planning Systems

Scenario 3: High Absorption

In the High Absorption scenario, projections are based on the maximum allowable zoning capacity of the catalyst sites provided in the Urban Framework Plan (UFP). The UFP assumes maximum development of the site, which is based on higher FARs than has historically occurred in Spokane for all three uses listed. Given that all 20 catalyst sites in the Yard are zoned industrial, only industrial uses are estimated in this scenario.

Under this scenario, The Yard is estimated to capture approximately 1.7 million square feet of industrial/flex space over a 30-year period, or an average of 55,292 square feet annually, as shown in **Table 9**. This totals 95.2 land acres and accounts for 100 percent of the total available land as shown in the catalyst sites.

Table 9. 30-Year High Absorption Projection

Description	30-Year Absorption			
	Building Sq. Ft.	FAR	Land Acres	Avg. Ann. Sq. Ft.
Land Use Type				
Office	0	0.40	0.0	0
Industrial/Flex	1,658,765	0.40	95.2	55,292
Retail	0	0.30	0.0	0
Total	**1,658,765**		**95.2**	**55,292**
Total Acres Available			**95.2**	
Percent Used			100.0%	

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Economic & Planning Systems

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3. Public Financing Framework

This Chapter identifies the most likely funding and financing tools that could be used to help fund road and utility infrastructure and other capital improvements in the Yard needed to make the area development ready.

Available Public Financing Tools

The primary funding tool anticipated to be used for funding redevelopment costs within The Yard is tax increment financing (TIF). TIF Districts can be enabled by cities through several different acts and programs including Local Improvement Districts (LIDs), the Community Revitalization Financing (CRF) Act, the Local Infrastructure Financing Tool (LIFT), and Local Revitalization Financing (LRF) Program. The City of Spokane established a TIF District in 2019 for property within the Northeast Public Development Authority (NEPDA).

NEPDA was formed in 2012. The City and County established the first TIF district for northeast Spokane in 2019 as a revenue source for NEPDA. The City and County then expanded the TIF boundary in 2023, as shown in **Figure 12**. NEPDA TIF revenues are anticipated to be a primary source of revenues for infrastructure investments. NEPDA can issue loans and bonds, and it also has governance over its boundaries as outlined in ordinance and its charter.

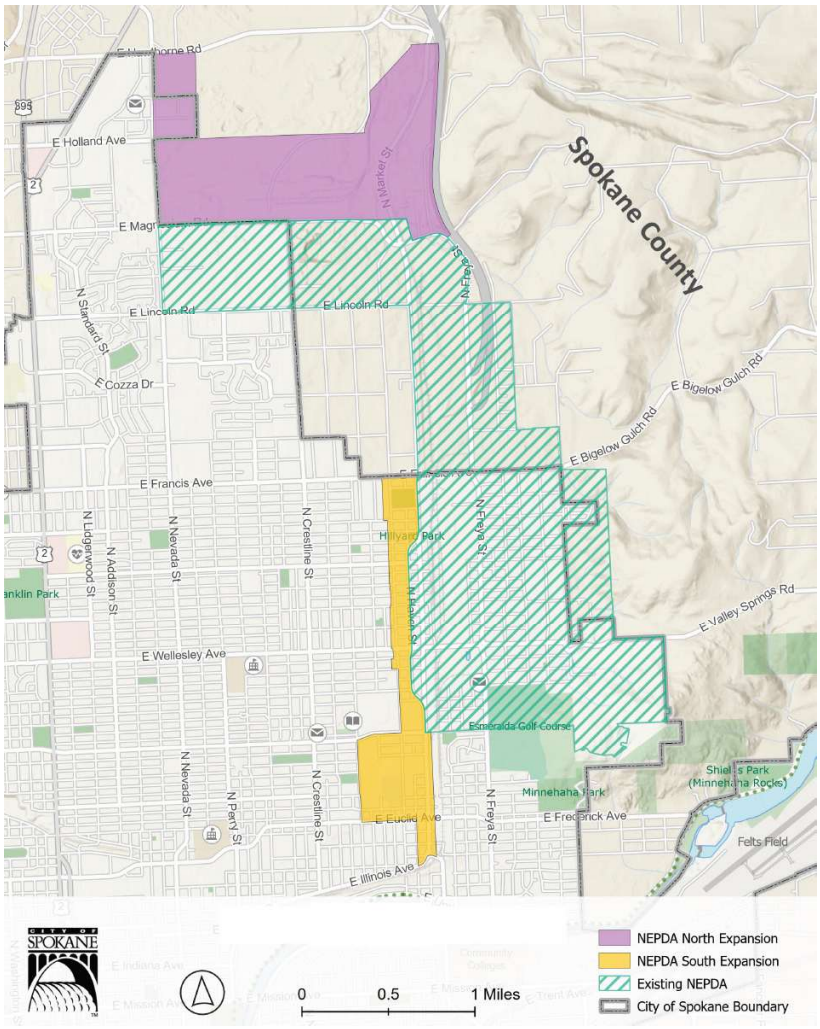

Figure 12.
Current NEPDA Boundary

NEPDA receives TIF from both property and sales tax increment from the City and County, local sales tax increment from the City, and one-time tax on new construction (New Construction Sales Tax NCST). NEPDA receives 75 percent of new increment with the remaining portions retained by each taxing entity. NEPDA administers the TIF district for both property tax and sales tax. For property tax TIF, the only taxing districts that opted into the TIF district were the City and County of Spokane, as shown in **Table 10**. This results in an applied levy of 2.655 mills.

Table 10. Applied Levy, Property Tax TIF

Description	2024 Levy Rate	TIF Yes/No	Applied Levy
County General	0.702	Yes	0.70
County General Cons Futures	0.026	No	0.00
SD081 Spokane B&I	1.579	No	0.00
SD081 Spokane General	2.249	No	0.00
Spokane Bond	0.094	No	0.00
Spokane Bond New	0.209	No	0.00
Spokane EMS	0.495	No	0.00
Spokane General	1.953	Yes	1.95
Spokane General Senior Lift	0.201	No	0.00
State School	1.401	No	0.00
State School Levy	0.751	No	0.00
Total	**9.659**	--	**2.655**

Source: Spokane County; Economic & Planning Systems

Sales Tax TIF follows a similar format as property tax TIF with 75 percent of the net new City of Spokane sales tax available as tax increment available to NEPDA. In Spokane, the sales tax rate is 2.5 percent, meaning that for every ten dollars spent on taxable goods, 25 cents goes to the City of Spokane. (Only the city sales tax rate is included, the County sales tax is not subject to TIF). However, no significant additional retail development is being forecast, so there is zero local sales tax increment included.

New Construction Sales Tax (NCST) is a sales tax collected on the cost of construction and materials for any new development within the NEPDA boundary. For modeling purposes, EPS has estimated this value to be 50 percent of the market value of the new development. NCST is collected by both the City and County with slightly different processes as outlined below.

The City of Spokane collects NCST based on its 2.5 percent sales tax rate. It is then distributed 75 percent to NEPDA, and 25 percent is kept by the City. On the 75 percent received by NEPDA, the City charges a 1.0 percent administrative fee for processing. This remaining amount of one-time NCST revenue is then distributed over six quarters.

Spokane County collects NCST based on its 6.5 percent sales tax rate. On this initial revenue, the state charges a 1.0 percent administrative fee for processing. Then, the revenue gets distributed 75 percent to NEPDA and 25 percent to the County. Of the 75 percent that goes to NEPDA, the County charges a 1.0 percent administrative fee for processing. This remaining amount of one-time NCST revenue is then distributed over six quarters.

Other Funding and Financing Tools

There are several other financing districts enabled in the State of Washington that could be used to help with redevelopment and infrastructure funding in The Yard. Some of the potential districts including LIFT and LRF utilize TIF as their primary financing tools so are largely redundant to the TIF District established for NEPDA. The other available districts and programs that rely on other revenue streams are summarized below.

Local Improvement District (LID)

LIDs are special assessment districts that are formed by a city or county, with the approval of the property owners within the district. LIDs are not self-governing special purpose districts. LIDs are most often formed to assess the cost of site-specific improvements such as local streets or sidewalks. However, in some cases, a developer could establish a LID that would require future property owners to pay their share of local infrastructure improvements.

Once a LID is formed, an assessment roll is established with each property's assessment being equal to the estimated "special benefit" to that property. "Special benefit" is related to the total improvements proposed within the LID. Property owners can opt to pay all their assessment up front, but typically, bonds need to be issued to cover at least a portion of the costs.

An additional beneficial function of LIDs is the ability to form a Utility Local Improvement District (ULID), which can be done during initial LID formation or after traditional LID formation (RCW 35.43.042-.043). In addition to the special assessment, ULIDs capture additional revenues from utility revenues within the district (i.e., tap fees, etc.). With a traditional LID, any utility revenues would be pledged to the local entity rather than the LID. This is particularly applicable in The Yard, where most improvements needed are utility improvements.

The only caveat with ULIDs is that only Revenue Bonds may be issued, and assessments must be deposited in a fund to pay off the revenue bonds (e.g. the revenue bonds are backed by both the special assessment and by utility revenue). Traditional LIDs allow for the issuance of several different forms of debt. With a traditional LID, special assessment bonds, Systematic Investment Plan (SIP) loans, and other forms of interim debt (i.e., Bond Anticipation Notes, Revenue Anticipation Notes) may be issued. This potentially gives traditional LIDs more financial flexibility over ULIDs depending on the type of projects proposed.

Applicability to the Yard

Over time, the implementation of a site-specific LID and/or ULID would allow the City to invest in targeted areas of the Yard to help bring sites closer to being "development ready." This could include road and water service improvements for Freya Street between Wellesley Avenue and Rowan Avenue, road improvements for Myrtle Street between Wellesley Avenue and Rowan Avenue, road improvements for Florida Street between Wellesley Avenue and Rowan Avenue, and road and water service improvements for Rowan Avenue between Ferrall Street and Havana Street.

Public Utility District (PUD)

A PUD is a special improvement district established for purposes of funding utility improvements, including water, wastewater and storm drainage. Improvements can be funded through general obligation or revenue bonds using property tax or special assessments. A district can be established by a county or by voter petition, which then transfers governance to the PUD.

Applicability to the Yard

A PUD may be an appropriate district for distributing a portion of the costs of a regional stormwater facility, especially given its significant cost in relation to other infrastructure projects that are planned in the Yard. In addition, a LID could be formed within the PUD to help fund site-specific costs through special assessment bonds. One challenge of forming a PUD in the Yard would be its requirement to be established through voter petition.

Local Infrastructure Financing Tool (LIFT)

The LIFT program was established by the state in 2006 to provide financial support for local infrastructure projects in designated areas called Revenue Development Areas (RDAs). Economic activity within the RDA is expected to generate tax revenue that meets or exceeds the state's contribution. Cities receive their contribution from the state by imposing a local sales and use tax (LIFT) that is credited against the state sales tax. One benefit of the program is that consumers do not see an increase in sales tax.

Currently, there are several participating communities including Bellingham, Bothell, Everett, Federal Way, Liberty Lake, Mount Vernon, Puyallup, Vancouver, and Yakima. Most cities had not begun infrastructure improvements when a report on the LIFT program was completed in 2013. However, RDAs saw greater economic activity compared to non-RDAs from 2013 to 2018. The LIFT program currently expires in 2044 unless extended by the State of Washington.

Applicability to the Yard

The LIFT program could be established in a broadly defined area in-and-around the Yard to help capture additional revenue. While the Yard itself does not generate a lot of revenue from sales tax, its surrounding retail uses could help provide additional revenue. In addition, any use tax collected by the state during the development of the Yard could also be captured as a one-time revenue source. One challenge of establishing an RDA for the LIFT program would be the expectation that the total sales and use tax revenue generating economic activity within the Yard either meets or exceeds that of the state's contribution.

Grants and Other State Programs

The Spokane area has been successful obtaining a few state and federal grants including two BUILD (Better Utilizing Investments to Leverage Development) grants for road and multimodal improvements near Spokane International Airport. These two grants total $34.1 million and were issued in 2019 ($11.3 million) and 2023 ($22.8 million). Grants are competitive and one-time revenue sources, but they can be an important source of capital funding and can be a way to accelerate the development of needed projects in the CIP. The following grant and state programs should be pursued as qualified projects are identified.

BUILD Grant Program

The BUILD Grant Program, previously known as the RAISE (Rebuilding American Infrastructure with Sustainability and Equity) and TIGER (Transportation Investment Generating Economic Recovery) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 and operated under annual appropriations acts until authorized in November 2021. BUILD grants are federal grants issued by the U.S. Department of Transportation (US DOT) for surface transportation infrastructure projects with significant local and/or regional impact. Eligible projects include highway and bridge projects, public transportation projects, railway projects, freight and intermodal projects, multimodal transportation projects, and port infrastructure improvements.

To apply for a BUILD grant, there are several requirements including the need to submit a Benefit-Cost Analysis (BCA), completed or underway environmental reviews, and the project must be "shovel-ready" (i.e., construction must begin in a reasonable timeframe). The typical award for BUILD grants can range widely depending on the type of project submitted, but generally the grant funding ranges from $5 million to $25 million for projects in urban areas.

Projects submitted to the US DOT are evaluated based on if the project can improve public safety, promote environmental sustainability, enhance quality of life, promote economic growth, encourage collaboration, replace or rehabilitate aging infrastructure, utilize innovative technology, and support underserved communities. A few projects in the Yard that may be good candidates for a RAISE grant include improvements to major thoroughfares in the area including Wellesley Avenue, Freya Street, and Francis Avenue. Many of the local road projects, such as improvements to Rowan Avenue, would likely be too small in scale to be considered for a BUILD grant.

Community Economic Revitalization Board (CERB)

The CERB finances public infrastructure through loans and grants to support private business development. Currently, there are four programs the CERB administers: the Committed Private Partner Program (CPP), the Planning Program (PP), the Prospective Development Program (PD), and the Rural Broadband Program (RB). The PP and RB program only serve rural communities, so neither are discussed in detail.

CPP Program

The CPP Program is intended to provide loans and grants for construction of public infrastructure necessary for private business expansion. The CERB offers loans at a $5 million maximum per project with a 1 percent to 3 percent interest rate and up to 20-year term. Meanwhile, grants are available up to 25 percent of the total amount awarded, which is determined by the underwriting process and debt service coverage ratio (DSCR). Applicants to this program must provide a cash match of 20 percent of the total project cost. The requirements of the program include the following:

- Evidence that a private development or expansion is ready to occur and that the private development is contingent upon the approval of CERB funds.
- The project must either create a significant number of permanent jobs and/or generate significant private capital investment.
- The median hourly wage of the private sector jobs created, after the project is completed, must exceed the current countywide median wage.
- Applicants must also demonstrate the need for CERB assistance and that no other timely source of funding is available.

Planning Program

The Planning Program (PP) provides grant funding for studies that aim to evaluate high-priority economic development projects and rural broadband projects. The CERB gives priority to planning projects that could result in a type of project eligible for CERB construction funds through the CPP program.

Through the PP, CERB offers grants for planning projects up to 80 percent of the total project cost, up to $100,000. At least 20 percent of the total project cost must be cash matched by the applicant. The program has three funding tiers:

- Tier 1 Projects: award up to $50,000 for economic development activities that do not qualify for CERB construction through the CPP program.
- Tier 2 Projects: award up to $75,000 for economic development activities that do qualify for CERB construction through the CPP program.
- Tier 3 Projects: award up to $100,000 for site readiness and economic development activities that do qualify for CERB construction through the CPP program.

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4. Development Absorption and Capital Projects

This Chapter discusses the absorption projection and capital investments for a smaller Phase 1 area within the Hillyard Subarea, which is identified in this chapter.

Phase 1 Framework

Due to large infrastructure requirements for the Yard totaling $39.5 million, which would be required to develop most of the catalyst sites within the Yard, EPS chose to narrow the scope of the financial and development analysis to an initial first phase of development that would reduce the amount of upfront infrastructure needed to catalyze initial development. This initial Phase 1 area includes the southern portion of the Yard and all of the Wellesley Business District. By shifting the focus area, the known infrastructure costs were reduced from $39.5 million to $14.4 million.

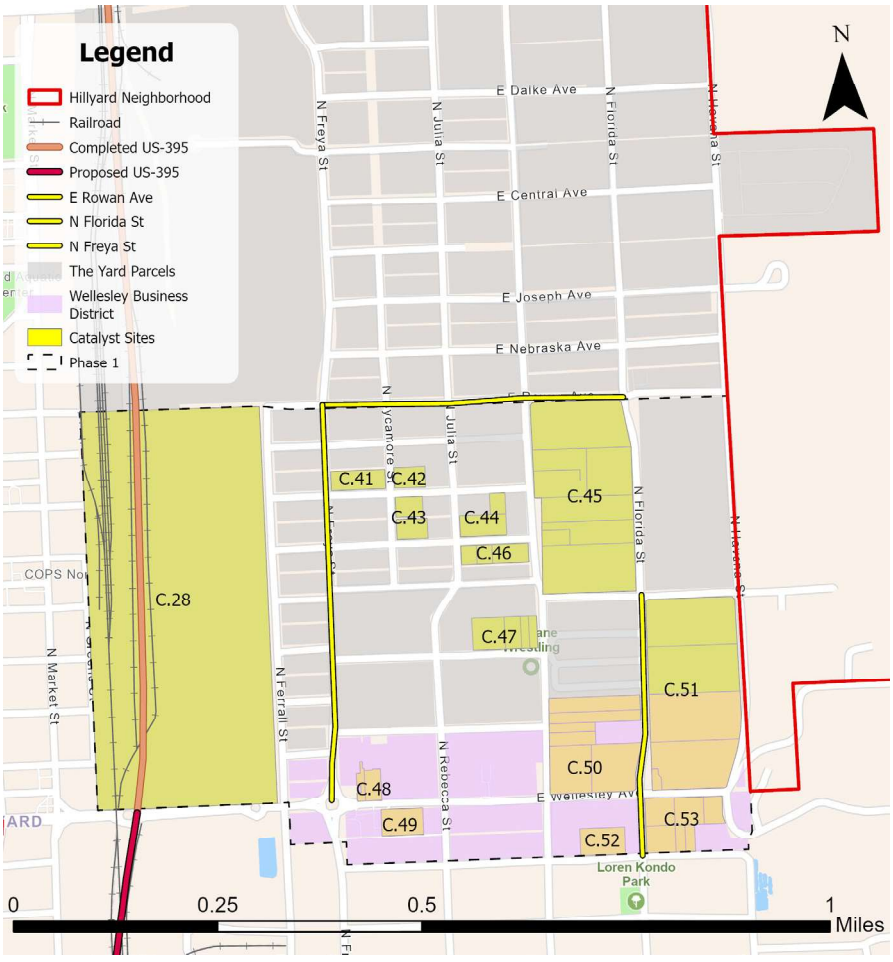

Figure 13. Phase 1 Area

Absorption Projection

The Phase 1 area reduces the upfront infrastructure needed but still includes 14 of the 20 catalyst sites in The Yard including the largest and most marketable parcels.

The medium absorption scenario is used as a basis for creating the projected absorption for the 14 catalyst sites. In addition, EPS discussed each site in detail with stakeholders to determine an estimated timing of development for each site given the infrastructure investments needed in the area. This resulted in a development timeline stretching from 2027 to 2037. Additional assumptions include an FAR of 0.3 for all commercial uses, and a multifamily assumption of 25 dwelling units per acre with 1,000 square foot units, as shown in **Table 11**.

Table 11. Phase 1 Projected Absorption

Description	Land Use Type	Acres	Site Sq. Ft.	Units	Bldg. Sq. Ft.	Est. Year Built
The Yard						
Site C28	Industrial & Flex	25.3	1,102,068	--	330,620	2035
Site C41	Industrial & Flex	1.0	44,431	--	13,329	2036
Site C42	Industrial & Flex	0.6	27,007	--	8,102	2036
Site C43	Industrial & Flex	1.1	47,480	--	14,244	2037
Site C44	Industrial & Flex	1.2	54,014	--	16,204	2032
Site C45	Industrial & Flex	17.2	750,539	--	225,162	2032
Site C46	Industrial & Flex	1.3	54,886	--	16,466	2034
Site C47	Industrial & Flex	2.0	87,120	--	26,136	2034
Subtotal	--	**50**	**2,167,546**	**--**	**650,264**	**--**
Wellesley Business District						
Site C48	Industrial & Flex	0.8	33,106	--	9,932	2028
Site C49	Office	1.0	44,867	--	13,460	2029
Site C50a	Office	4.0	175,111	--	52,533	2028
Site C50b	Multifamily	6.2	267,894	154	153,750	2028
Site C51a	Industrial & Flex	8.7	378,972	--	113,692	2027
Site C51b	Multifamily	7.9	344,560	198	197,750	2027
Site C52	Industrial & Flex	1.2	50,094	--	15,028	2030
Site C53	Office	3.3	142,006	--	42,602	2027
Subtotal	**--**	**33**	**1,436,609**	**352**	**598,747**	**--**
Total by Class						
Industrial & Flex		60.4	2,629,717	--	788,915	--
Office		8.3	361,984	--	108,595	--
Retail		0.0	0	--	0	--
Multifamily		14.1	612,454	352	351,500	--
Subtotal		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**
Total		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**

Source: Stantec; Economic & Planning Systems

The majority of this development would consist of industrial and flex uses, which accounts for 788,915 square feet of commercial space. The addition of 352 multifamily units will be significant for the neighborhood, especially considering that only 475 multifamily units currently exist. In addition, given the context of the neighborhood, this estimate recognizes that while there may be a small amount of retail development, it will likely be minimal in size and is therefore not projected in this absorption scenario.

Capital Projects

Based on the information provided to EPS from Stantec and Fehr & Peers, EPS compiled infrastructure costs associated with The Yard. The costs currently associated with the information listed below are known costs (any unknown costs, such as increased standby storage in the North Hill Pressure Zone, are not included).

Roads

There are several road projects proposed in the Yard. Some of these projects, such as Freya Street, are listed in the Capital Improvement Plan (CIP), while others are not. Projects without a timeframe are not listed in the CIP. For pro forma modeling purposes, all projects with an unknown timeframe have been modeled over a three-year period (2027 to 2029). Road projects in the Yard include the following:

- Freya Street from Wellesley Avenue to Rowan Avenue
  - Cost: $3.7 million
  - Estimated timeframe: 2027 to 2029
- Rowan Avenue from Freya Street to Florida Avenue
  - Cost: $236,000
  - Estimated timeframe: Unknown (modeled 2027 to 2029)
- Florida Street from Queen Avenue to Princeton Avenue
  - Cost: $3.2 million
  - Estimated timeframe: Unknown (modeled 2027 to 2029)

In total, the identified road projects will cost an estimated $6.5 million and will make several of the catalyst sites more accessible and appealing to potential investors.

Potable Water

For pro forma modeling purposes, all projects with an unknown timeframe have been modeled over a three-year period (2027 to 2029). Infrastructure projects, with known costs, to improve potable water service in The Yard include the following:

- Freya Street Water Distribution Infrastructure
  - Cost: $452,000
  - Estimated timeframe: 2027 to 2029 (aligned with roadwork)

- Rowan Avenue Water Distribution Infrastructure
  - Cost: $0 (cost is covered by other sources)
  - Estimated timeframe: Unknown (modeled 2027 to 2029) (should align with roadwork timing)

- Florida Street Water Distribution Infrastructure
  - Cost: $370,000
  - Estimated timeframe: Unknown (modeled 2027 to 2029) (should align with roadwork timing)

In total, the identified potable water projects will cost an estimated $822,000 and will help attract development to the Yard.

Stormwater Management

Stormwater is the costliest investment out of all the capital improvements costing a total of $6.0 million for a Phase 1 construction and completion of a clustered regional stormwater facility to service the catalyst sites identified in this report. For modeling purposes, this cost has been modeled over a three-year period (2027 to 2029).

If completed, this investment would significantly benefit the Yard as many of the sites are small with little room for on-site stormwater detention. With a clustered facility, the need for on-site detention would be diminished, significantly improving the ability to develop smaller parcels within the Yard. Given its cost, it may need to be funded using multiple sources.

Other Capital Improvements

There are several other capital improvements that may be needed or desired, but less crucial to the overall potential of the Yard. This includes additional improvements to potable water service, sanitary sewer service, and additional phases of work for the regional stormwater facility. The costs of these projects are unknown at this time.

Future Improvements

Several future improvements that may be beneficial to the area include:

1. ***Additional Standby Storage Volume for the North Hill Pressure Zone***

   The City of Spokane is planning for this improvement in the long term, regardless of the potential development plan for the Yard. It has yet to be scoped in the CIP and the cost is unknown at this time.

2. ***Future Hydraulic Analysis of the Yard's Water System***

   A study should be conducted to better understand the Yard's water system considering water demand of a fully developed Yard. This would include sizing and exact location of transmission and distribution mains as appropriate.

3. ***Region-wide Hydraulic Analysis for the Sanitary Sewer System***

   It is anticipated that the Yard will have a significant increase in future demand for sanitary sewer service. The deficiencies identified in the system will likely be a per-development improvement requirement.

Improvements fulfilled by Developer

This is not meant to be an exhaustive list as other costs will almost certainly be borne by the developer depending on the site. Costs borne by the developer include the following:

1. ***Water Main Replacement on a per-development basis***

   Depending on the age of the water main, the developer may need to cover the cost of replacing a water main for development of their site.

2. ***Extension of Public Water Mains for Private Development***

   It is suggested that the City requires private development to extend public mains for lots without direct access to a distribution main.

3. ***Sanitary Sewer Line Replacement on a per-development basis***

   Depending on the age of the sanitary sewer line, the developer may need to cover the cost of replacing a sanitary sewer line for development of their site.

4. ***Development retaining existing buildings should demonstrate that existing storm downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting storm from the sewer system.***

5. ***Storm Line Replacement on a per-development basis***

   Depending on the age of the storm line, the developer may need to cover the cost of replacing a storm line for development of their site.

6. ***Stormwater should be disconnected from the sanitary sewer main, if necessary.***

7. ***The quality and performance of drywells within the fronting ROW should be assessed by the developer if frontage improvements are required.***

8. ***Development retaining existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewage as part of the development.***

9. ***Broadband Costs through Petrichor.***

10. ***Electrical Power and Natural Gas through Avista.***

5. Tax Revenue Forecasts

This Chapter describes a pro forma cash flow model used to estimate annual projected revenues and expenses, taxes, and other revenue sources over time to help support the cost of new capital infrastructure improvements in Phase 1. Revenues, expenses, and the funding gap are discussed. Alternative scenarios that look at removing certain infrastructure improvements, such as stormwater, are also analyzed.

Pro Forma Cash Flow Model

A pro forma cash flow model was created to analyze Phase 1 revenues and expenses over a 30-year period. The project's financial returns are evaluated on both a levered and unlevered basis to estimate the funding gap. A third scenario evaluates the removal of stormwater costs altogether as they as the most expensive and serve a larger area-wide function.

Revenues

Revenues accounted for in the model include property tax TIF, local sales tax TIF, New Construction Sales Tax (NCST), and NEPDA's existing TIF revenues. Additional sources, such as grants, are considered but have not been included in this version of the model. Future versions of the model could be modified to include additional revenue sources. It should be noted that all revenue sources currently projected will come through NEPDA, which is the existing taxing entity in the subject area that will serve as the vehicle for reinvestment.

Property Tax TIF

To estimate the total property value of each catalyst site, sales data from 2019 to 2024 by land use for the City of Spokane was collected. From 2019 to 2024, there were 336 total sales in the City of Spokane for Industrial & Flex uses that had a median sale price of $86.17 per improved square foot, as shown in **Table 12**. For office uses, there were a total of 328 sales with a median sale price of $133.14 per improved square foot. For retail uses, there were a total of 631 sales with a median sale price of $138.20 per improved square foot. For multifamily uses, there were a total of 379 sales with a median sale price of $126.95 per improved square foot.

Table 12. Improved Value per Square Foot Assumption

Description	Improved Value per Square Foot
Land Use Type	
Industrial & Flex	$86.17
Office	$133.14
Retail	$138.20
Multifamily	$126.95

Source: CoStar; Economic & Planning Systems

To estimate the property tax TIF that would be collected from the development of each catalyst site, the estimated improved market value per square foot is multiplied by the estimated square footage of the building, as shown in **Table 13**. This provides the 2024 market value of the catalyst site. The applicable mill levy is then multiplied by the 2024 market value to estimate the total tax increment. This increment is then split between the City and NEPDA, with NEPDA receiving 75 percent of the total increment. The estimated year of construction for each site in the financial model is shown.

Table 13. Projected Property Tax Revenues

Description	Land Use Type	Bldg. Sq. Ft.	Imp. Value per Sq. Ft.	2024 Market Value	Applied Levy	2024 Increment	NEPDA at 75%	Estimated Year Built
Factor		***A***	***B***	***C = A x B***	***D***	***E = C x D ÷ 1000***	***F = E x 0.75***	
The Yard								
Site C28	Industrial & Flex	330,620	$86.17	$28,489,560	2.6554	$75,651	$56,738	2035
Site C41	Industrial & Flex	13,329	$86.17	$1,148,591	2.6554	$3,050	$2,287	2036
Site C42	Industrial & Flex	8,102	$86.17	$698,163	2.6554	$1,854	$1,390	2036
Site C43	Industrial & Flex	14,244	$86.17	$1,227,416	2.6554	$3,259	$2,444	2037
Site C44	Industrial & Flex	16,204	$86.17	$1,396,326	2.6554	$3,708	$2,781	2032
Site C45	Industrial & Flex	225,162	$86.17	$19,402,179	2.6554	$51,521	$38,640	2032
Site C46	Industrial & Flex	16,466	$86.17	$1,418,848	2.6554	$3,768	$2,826	2034
Site C47	Industrial & Flex	26,136	$86.17	$2,252,139	2.6554	$5,980	$4,485	2034
Subtotal	--	**650,264**	--	**$56,033,221**	--	**$148,791**	**$111,593**	--
Wellesley Business District								
Site C48	Industrial & Flex	9,932	$86.17	$855,813	2.6554	$2,273	$1,704	2028
Site C49	Office	13,460	$133.14	$1,792,070	2.6554	$4,759	$3,569	2029
Site C50a	Office	52,533	$133.14	$6,994,292	2.6554	$18,573	$13,929	2028
Site C50b	Multifamily	153,750	$126.95	$19,518,563	2.6554	$51,830	$38,872	2028
Site C51a	Industrial & Flex	113,692	$86.17	$9,796,805	2.6554	$26,014	$19,511	2027
Site C51b	Multifamily	197,750	$126.95	$25,104,363	2.6554	$66,662	$49,997	2027
Site C52	Industrial & Flex	15,028	$86.17	$1,294,980	2.6554	$3,439	$2,579	2030
Site C53	Office	42,602	$133.14	$5,671,988	2.6554	$15,061	$11,296	2027
Subtotal	--	**598,747**	--	**$71,028,872**	--	**$188,610**	**$141,458**	--
Total by Class								
Industrial & Flex	Industrial & Flex	788,915	$86.17	$67,980,819	2.6554	$180,516	$135,387	--
Office	Office	108,595	$133.14	$14,458,349	2.6554	$38,393	$28,795	--
Retail	Retail	0	$138.20	$0	2.6554	$0	$0	--
Multifamily	Multifamily	351,500	$126.95	$44,622,925	2.6554	$118,492	$88,869	--
Subtotal	--	**1,249,010**	--	**$127,062,093**	--	**$337,401**	**$253,051**	--

Source: Economic & Planning Systems

Sales Tax TIF

Given that no catalyst sites in this study are projected to develop as retail sites, there is currently $0 of Sales Tax TIF projected in this model. If Sales Tax TIF were to be projected, it would follow a similar format as the property tax TIF with NEPDA receiving 75 percent of the increment and the City receiving the remaining 25 percent. This would be based on the City sales tax rate of 2.5 percent.

New Construction Sales Tax (NCST)

New Construction Sales Tax (NCST) is a one-time sales tax on construction materials. In Washington, once collected it is distributed over six quarters to the proper taxing jurisdictions. On any development in the NEPDA boundary, NCST for both the City and County can be collected and shared with NEPDA. This is a significant benefit for NEPDA as it can collect one-time revenues on two different one-time fees, especially considering that the County Sales Tax rate is 6.5 percent, and the City sales tax rate is only 2.5 percent.

Using the estimated market values of each catalyst site and applying a construction materials factor of 50 percent, the total taxable value for each catalyst site is calculated, as shown in **Table 14**. From this, the taxable value is multiplied by the City sales tax rate of 2.5 percent to get an initial total value of the NCST. Like the property tax TIF and sales tax TIF, the City retains 25 percent of this revenue. The remaining 75 percent is subject to a 1.0 percent City administrative fee and then distributed to NEPDA.

The NCST from the County is collected in a similar fashion—the one difference being that there are two administrative fees—one from the state of 1 percent and one from the County, which is also 1 percent, as shown in **Table 15.** Given the County's higher sales tax rate of 6.5 percent, NEPDA receives more one-time revenue from County NCST.

Table 14. NCST One-Time Revenues, City

Description	2024 Market Value	Factor	2024 Taxable	City Sales Tax Rate	Initial NCST	Base NEPDA at 75%	City Fee	Actual NEPDA	Est. Year Built
Factor	***A***	***B***	***C = A x B***	***D***	***E = C x D***	***F = E x 0.75***	***G***	***H = F x (1-G)***	
The Yard									
Site C28	$28,489,560	50.0%	$14,244,780	2.5%	$356,119	$267,090	1.0%	$264,419	2035
Site C41	$1,148,591	50.0%	$574,295	2.5%	$14,357	$10,768	1.0%	$10,660	2036
Site C42	$698,163	50.0%	$349,082	2.5%	$8,727	$6,545	1.0%	$6,480	2036
Site C43	$1,227,416	50.0%	$613,708	2.5%	$15,343	$11,507	1.0%	$11,392	2037
Site C44	$1,396,326	50.0%	$698,163	2.5%	$17,454	$13,091	1.0%	$12,960	2032
Site C45	$19,402,179	50.0%	$9,701,089	2.5%	$242,527	$181,895	1.0%	$180,076	2032
Site C46	$1,418,848	50.0%	$709,424	2.5%	$17,736	$13,302	1.0%	$13,169	2034
Site C47	$2,252,139	50.0%	$1,126,070	2.5%	$28,152	$21,114	1.0%	$20,903	2034
Subtotal	**$56,033,221**	--	**$28,016,611**	--	**$700,415**	**$525,311**	--	**$520,058**	--
Wellesley Business District									
Site C48	$855,813	50.0%	$427,906	2.5%	$10,698	$8,023	1.0%	$7,943	2028
Site C49	$1,792,070	50.0%	$896,035	2.5%	$22,401	$16,801	1.0%	$16,633	2029
Site C50a	$6,994,292	50.0%	$3,497,146	2.5%	$87,429	$65,571	1.0%	$64,916	2028
Site C50b	$19,518,563	50.0%	$9,759,281	2.5%	$243,982	$182,987	1.0%	$181,157	2028
Site C51a	$9,796,805	50.0%	$4,898,403	2.5%	$122,460	$91,845	1.0%	$90,927	2027
Site C51b	$25,104,363	50.0%	$12,552,181	2.5%	$313,805	$235,353	1.0%	$233,000	2027
Site C52	$1,294,980	50.0%	$647,490	2.5%	$16,187	$12,140	1.0%	$12,019	2030
Site C53	$5,671,988	50.0%	$2,835,994	2.5%	$70,900	$53,175	1.0%	$52,643	2027
Subtotal	**$71,028,872**	--	**$35,514,436**	--	**$887,861**	**$665,896**	--	**$659,237**	--
Total by Class									
Industrial & Flex	$67,980,819	50.0%	$33,990,410	2.5%	$849,760	$637,320	1.0%	$630,947	--
Office	$14,458,349	50.0%	$7,229,174	2.5%	$180,729	$135,547	1.0%	$134,192	--
Retail	$0	50.0%	$0	2.5%	$0	$0	1.0%	$0	--
Multifamily	$44,622,925	50.0%	$22,311,463	2.5%	$557,787	$418,340	1.0%	$414,157	--
Subtotal	**$127,062,093**	--	**$63,531,047**	--	**$1,588,276**	**$1,191,207**	--	**$1,179,295**	--

Source: Economic & Planning Systems

Table 15. NCST One-Time Revenues, County

Description	2024 Market Value	Factor	2024 Taxable	County Sales Tax Rate	Initial NCST	State Fee	Base NCST	Base NEPDA at 75%	County Fee	Actual NEPDA	Est. Year Built
Factor	***A***	***B***	***C = A x B***	***D***	***E = C x D***	***F***	***G = E x (1-F)***	***H = G x 0.75***	***I***	***J = H x (1-I)***	
The Yard											
Site C28	$28,489,560	50.0%	$14,244,780	6.5%	$925,911	1.0%	$916,652	$687,489	1.0%	$680,614	2035
Site C41	$1,148,591	50.0%	$574,295	6.5%	$37,329	1.0%	$36,956	$27,717	1.0%	$27,440	2036
Site C42	$698,163	50.0%	$349,082	6.5%	$22,690	1.0%	$22,463	$16,848	1.0%	$16,679	2036
Site C43	$1,227,416	50.0%	$613,708	6.5%	$39,891	1.0%	$39,492	$29,619	1.0%	$29,323	2037
Site C44	$1,396,326	50.0%	$698,163	6.5%	$45,381	1.0%	$44,927	$33,695	1.0%	$33,358	2032
Site C45	$19,402,179	50.0%	$9,701,089	6.5%	$630,571	1.0%	$624,265	$468,199	1.0%	$463,517	2032
Site C46	$1,418,848	50.0%	$709,424	6.5%	$46,113	1.0%	$45,651	$34,239	1.0%	$33,896	2034
Site C47	$2,252,139	50.0%	$1,126,070	6.5%	$73,195	1.0%	$72,463	$54,347	1.0%	$53,803	2034
Subtotal	**$56,033,221**	--	**$28,016,611**	--	**$1,821,080**	--	**$1,802,869**	**$1,352,152**	--	**$1,338,630**	--
Wellesley Business District											
Site C48	$855,813	50.0%	$427,906	6.5%	$27,814	1.0%	$27,536	$20,652	1.0%	$20,445	2028
Site C49	$1,792,070	50.0%	$896,035	6.5%	$58,242	1.0%	$57,660	$43,245	1.0%	$42,812	2029
Site C50a	$6,994,292	50.0%	$3,497,146	6.5%	$227,314	1.0%	$225,041	$168,781	1.0%	$167,093	2028
Site C50b	$19,518,563	50.0%	$9,759,281	6.5%	$634,353	1.0%	$628,010	$471,007	1.0%	$466,297	2028
Site C51a	$9,796,805	50.0%	$4,898,403	6.5%	$318,396	1.0%	$315,212	$236,409	1.0%	$234,045	2027
Site C51b	$25,104,363	50.0%	$12,552,181	6.5%	$815,892	1.0%	$807,733	$605,800	1.0%	$599,742	2027
Site C52	$1,294,980	50.0%	$647,490	6.5%	$42,087	1.0%	$41,666	$31,249	1.0%	$30,937	2030
Site C53	$5,671,988	50.0%	$2,835,994	6.5%	$184,340	1.0%	$182,496	$136,872	1.0%	$135,503	2027
Subtotal	**$71,028,872**	--	**$35,514,436**	--	**$2,308,438**	--	**$2,285,354**	**$1,714,015**	--	**$1,696,875**	--
Total by Class											
Industrial & Flex	$67,980,819	50.0%	$33,990,410	6.5%	$2,209,377	1.0%	$2,187,283	$1,640,462	1.0%	$1,624,058	--
Office	$14,458,349	50.0%	$7,229,174	6.5%	$469,896	1.0%	$465,197	$348,898	1.0%	$345,409	--
Retail	$0	50.0%	$0	6.5%	$0	1.0%	$0	$0	1.0%	$0	--
Multifamily	$44,622,925	50.0%	$22,311,463	6.5%	$1,450,245	1.0%	$1,435,743	$1,076,807	1.0%	$1,066,039	--
Subtotal	**$127,062,093**	--	**$63,531,047**	--	**$4,129,518**	--	**$4,088,223**	**$3,066,167**	--	**$3,035,505**	--

Source: Economic & Planning Systems

NEPDA Current TIF Revenues

In addition to new revenue from property tax TIF, sales tax TIF, and NCST, there are existing property tax TIF and sales tax TIF revenues that NEPDA can use, at their discretion, to help fund the capital improvements in the subject area. As noted below **Table 16**, NEPDA has two base years for their TIF districts—2019 and 2023. Since revenues prior to 2024 have been spent, 2024 is used as the base year in this model. Using a 2 percent inflationary factor, both property tax TIF and sales tax TIF are projected out 30 years. It is important to note that this model does not consider any additional increment collected outside of the subject area. Based on this projection, over a 30-year period NEPDA's existing property tax TIF revenues will total $19.48 million and NEPDA's existing sales tax TIF revenues will total $6.21 million.

Table 16. Existing TIF Revenues, NEPDA

Description	Year	Property Tax TIF	Sales Tax TIF
Year 0[1]	**2024**	**$459,654**	**$146,539**
Year 1	2025	$468,847	$149,470
Year 2	2026	$478,224	$152,459
Year 3	2027	$487,789	$155,509
Year 4	2028	$497,544	$158,619
Year 5	2029	$507,495	$161,791
Year 6	2030	$517,645	$165,027
Year 7	2031	$527,998	$168,328
Year 8	2032	$538,558	$171,694
Year 9	2033	$549,329	$175,128
Year 10	2034	$560,316	$178,631
Year 11	2035	$571,522	$182,203
Year 12	2036	$582,952	$185,847
Year 13	2037	$594,611	$189,564
Year 14	2038	$606,504	$193,355
Year 15	2039	$618,634	$197,223
Year 16	2040	$631,006	$201,167
Year 17	2041	$643,627	$205,190
Year 18	2042	$656,499	$209,294
Year 19	2043	$669,629	$213,480
Year 20	2044	$683,022	$217,750
Year 21	2045	$696,682	$222,105
Year 22	2046	$710,616	$226,547
Year 23	2047	$724,828	$231,078
Year 24	2048	$739,325	$235,699
Year 25	2049	$754,111	$240,413
Year 26	2050	$769,193	$245,221
Year 27	2051	$784,577	$250,126
Year 28	2052	$800,269	$255,128
Year 29	2053	$816,274	$260,231
Year 30	2054	$832,600	$265,436
Total	**--**	**$19,479,879**	**$6,210,251**

[1]2024 is shown as the "base year" since revenues prior to such year have been spent. NEPDA has two "base years," the initial district in 2019, and the expansion in 2023.

Source: Economic & Planning Systems

Expenses

Expenses listed in the model include three road projects, three water projects, a new regional facility for stormwater management, and NEPDA's annual operating costs.

Roads

In Phase 1, the three road projects that are determined to be needed are Freya Street from Wellesley Avenue to Rowan Avenue, Rowan Avenue from Freya Street to Florida Avenue, and Florida Street from Queen Avenue to Princeton Avenue.

For modeling purposes, these projects are projected to be completed over a three-year period from 2027 to 2029. However, it is unlikely that these projects will be completed at the same time. The costs for each of these projects are inflated 2 percent year-over-year and split in the following manner: 50 percent of total cost in 2027, 25 percent of total cost in 2028, and 25 percent of total cost in 2029. Below are the associated costs of each project:

- Freya Street, Wellesley Avenue to Rowan Avenue
  - 2024 Cost: $3,080,000
  - Inflated Cost: $3,317,875
- Rowan Avenue, Freya Street to Florida Avenue
  - 2024 Cost: $236,000
  - Inflated Cost: $254,227
- Florida Street, Queen Avenue to Princeton Avenue
  - 2024 Cost: $3,220,000
  - Inflated Cost: $3,468,688

In total, this results in a 2024 cost of $6,536,000 and an inflated cost of $7,040,790 over a three-year period (2027 to 2029).

Water Service

The three water service projects that are projected to be completed in Phase 1 are the construction of distribution mains along Freya Street, Rowan Avenue, and Florida Street.

For modeling purposes, all costs are assumed to be in a three-year period from 2027 to 2029. Again, the cost is distributed across three years as follows: 50 percent in 2027, 25 percent in 2028, and 25 percent in 2029. It is anticipated that this work will be completed at the same time as the road construction projects. Below are the associated costs of each project:

- Freya Street, Distribution Main
  - 2024 Cost: $452,000
  - Inflated Cost: $486,909
- Rowan Avenue, Distribution Main
  - 2024 Cost: $0 (covered by the City)
  - Inflated Cost: $0 (covered by the City)
- Florida Street, Distribution Main
  - 2024 Cost: $370,000
  - Inflated Cost: $398,576

In total, this results in a 2024 cost of $822,000 and an inflated cost of $885,485 over a three-year period (2027 to 2029).

Stormwater Management

In Phase 1, one major stormwater project is planned—a clustered regional facility that would service all the Phase 1 area. Additional phases to the stormwater management plan would be necessary for any additional development following Phase 1. In 2024 dollars, the Phase 1 Clustered Regional facility would cost $6,021,300. Over a three-year period (2027 to 2029), it would cost $6,486,338.

NEPDA Operating Costs

On top of necessary capital investments in Phase 1, NEPDA would need to continue to account for its day-to-day operations. In 2024, NEPDA's operating costs were $504,575. Over a thirty-year period, this totals $21.4 million. To account for this in the model, this cost is inflated annually at 2 percent. Any significant changes to the operating budget could be accounted for, if necessary.

Funding Gap

In the base unlevered development scenario (not including bond financing), the net operating income (NOI) over a thirty-year period is $3.69 million, as shown in **Table 17**. This assumes that all current NEPDA revenues, in addition to new revenues, would be contributed to the capital investments in Phase 1. If only accounting for new revenues, the NOI drops to negative $25.45 million. In addition, NOI is significantly impacted in Years 3-5 and would realistically not be funded without the use of bond financing.

Table 17. Unlevered Pro Forma, 2024 to 2054

Description	Total	2024 *Year 0*	2025 *Year 1*	2026 *Year 2*	2027 *Year 3*	2028 *Year 4*	2029 *Year 5*	2030 *Year 6*
Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Roads								
Freya St - Wellesley Ave to Rowan Ave	-$3,317,875	$0	$0	$0	-$1,634,260	-$833,473	-$850,142	$0
Rowan Ave - Freya St to Florida Ave	-$254,227	$0	$0	$0	-$125,223	-$63,863	-$65,141	$0
Florida St - Queen Ave to Princeton Ave	-$3,468,688	$0	$0	$0	-$1,708,545	-$871,358	-$888,785	$0
Subtotal	**-$7,040,790**	**$0**	**$0**	**$0**	**-$3,468,028**	**-$1,768,694**	**-$1,804,068**	**$0**
Water Service								
Freya St - Distribution	-$486,909	$0	$0	$0	-$239,833	-$122,315	-$124,761	$0
Rowan Ave - Distribution	$0	$0	$0	$0	$0	$0	$0	$0
Florida St - Distribution	-$398,576	$0	$0	$0	-$196,323	-$100,125	-$102,127	$0
Subtotal	**-$885,485**	**$0**	**$0**	**$0**	**-$436,156**	**-$222,440**	**-$226,889**	**$0**
Stormwater Management								
Clustered Regional Facility (Phase 1)	-$6,486,338	$0	$0	$0	-$3,194,926	-$1,629,412	-$1,662,000	$0
Subtotal	**-$6,486,338**	**$0**	**$0**	**$0**	**-$3,194,926**	**-$1,629,412**	**-$1,662,000**	**$0**
Total Costs	**-$35,796,230**	**-$504,575**	**-$514,667**	**-$524,960**	**-$7,634,569**	**-$4,166,715**	**-$4,250,049**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
New Revenues Only	$10,345,560	$0	$0	$0	$325,520	$471,284	$274,333	$174,771
Net Operating Income (NOI)	**$3,687,137**	**$101,618**	**$103,650**	**$105,723**	**-$6,048,581**	**-$2,203,181**	**-$2,994,975**	**$329,021**
NOI (New Revenues Only)	-$25,450,670	-$504,575	-$514,667	-$524,960	-$7,309,049	-$3,695,431	-$3,975,716	-$393,463
Net Present Value (NPV) (2025)	**-$3,610,841**	**$101,618**	**$96,869**	**$92,343**	**-$4,937,444**	**-$1,680,796**	**-$2,135,376**	**$219,240**
NPV (New Revenues Only)	-$15,853,612	-$504,575	-$480,997	-$458,520	-$5,966,361	-$2,819,227	-$2,834,630	-$262,181

Source: Economic & Planning Systems

Levered Scenario

The most realistic financing scenario would be to issue TIF revenue bonds to finance the costs of investing in the necessary capital infrastructure. This would result in all the necessary infrastructure project costs and associated financing costs being paid for up front by a bond. The total bond amount needed to cover these costs would be $14.86 million, as shown in **Table 18**. This includes $7.05 million in road costs, $885,000 in water service costs, $6.48 million in stormwater management costs, and $446,000 in financing costs. The assumed terms of the bond include a 30-year term with a 7 percent interest rate.

Table 18. Levered Costs

Description	Total	Base Cost	Phase 1A 2024 Year 0	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	Phase 1B 2030 Year 6
Infrastructure Costs									
Roads									
Freya St - Wellesley Ave to Rowan Ave	-$3,317,875	-$3,080,000	$0	$0	$0	-$1,634,260	-$833,473	-$850,142	$0
Rowan Ave - Freya St to Florida Ave	-$254,227	-$236,000	$0	$0	$0	-$125,223	-$63,863	-$65,141	$0
Florida St - Queen Ave to Princeton Ave	-$3,468,688	-$3,220,000	$0	$0	$0	-$1,708,545	-$871,358	-$888,785	$0
Subtotal	**-$7,040,790**	**-$6,536,000**	**$0**	**$0**	**$0**	**-$3,468,028**	**-$1,768,694**	**-$1,804,068**	**$0**
Water Service									
Freya St - Distribution	-$486,909	-$452,000	$0	$0	$0	-$239,833	-$122,315	-$124,761	$0
Rowan Ave - Distribution	$0	$0	$0	$0	$0	$0	$0	$0	$0
Florida St - Distribution	-$398,576	-$370,000	$0	$0	$0	-$196,323	-$100,125	-$102,127	$0
Subtotal	**-$885,485**	**-$822,000**	**$0**	**$0**	**$0**	**-$436,156**	**-$222,440**	**-$226,889**	**$0**
Stormwater Management									
Clustered Regional Facility (Phase 1)	-$6,486,338	-$6,021,300	$0	$0	$0	-$3,194,926	-$1,629,412	-$1,662,000	$0
Subtotal	**-$6,486,338**	**-$6,021,300**	**$0**	**$0**	**$0**	**-$3,194,926**	**-$1,629,412**	**-$1,662,000**	**$0**
Total Infrastructure Costs	**-$14,412,613**	**-$13,379,300**	**$0**	**$0**	**$0**	**-$7,099,110**	**-$3,620,546**	**-$3,692,957**	**$0**
Bond Amount Needed	**-$14,858,364**								
Financing Costs									
Title	-$37,146	0.25% of loan amt							
Loan Origination Fees	-$148,584	1.00% of loan amt							
Loan Closing Costs	-$74,292	0.50% of loan amt							
Lender Legal Costs	-$74,292	0.50% of loan amt							
Mortgage Recording Tax	-$37,146	0.25% of loan amt							
Brokerage Fee	-$74,292	0.50% of loan amt							
Other Financing Costs	$0	0.00% of loan amt							
Total Financing Costs	**-$445,751**								

Source: Economic & Planning Systems

From 2024 to 2054, NEPDA Operating Costs are projected to total $21.38 million, as shown in **Table 19**. Meanwhile, total revenues are projected to total $39.48 million, resulting in a NOI of $18.1 million. Bond Debt Service Payments would total $35.59 million. This results in an overall Debt Service Coverage Ratio (DSCR) of 0.51, which indicates that not enough revenue would be generated to cover the debt obligations. To achieve a DSCR of 1.25, an additional $26.38 million in funding sources would be needed.

Table 19. Levered Pro Forma, 2024 to 2054

Description	Total	2024 *Year 0*	2025 *Year 1*	2026 *Year 2*	2027 *Year 3*	2028 *Year 4*	2029 *Year 5*	2030 *Year 6*
Operating Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Total Costs	**-$21,383,617**	**-$504,575**	**-$514,667**	**-$524,960**	**-$535,459**	**-$546,168**	**-$557,092**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Leveraged Project Cash Flows								
Net Operating Income (NOI)	$18,099,750	$101,618	$103,650	$105,723	$1,050,529	$1,417,365	$697,982	$329,021
Bond Debt Service Payments	-$35,587,105	$0	-$1,186,237	-$1,186,237	-$1,186,237	-$1,186,237	-$1,186,237	-$1,186,237
Debt Service Coverage Ratio (DSCR)	0.51	--	0.09	0.09	0.89	1.19	0.59	0.28
Net Present Value (NPV) (2025)	**-$7,140,790**	**$101,618**	**-$1,011,763**	**-$943,762**	**-$110,778**	**$176,327**	**-$348,119**	**-$571,199**
DSCR Goal	1.25							
Bond Debt Service Payments	$35,587,105							
Total Funding Needed	**$44,483,881**							
Current NOI	$18,099,750							
Funding Gap	**$26,384,130**							

Source: Economic & Planning Systems

If the stormwater management project, the largest upfront cost at $6.5 million, were to be removed from the model, the Bond Debt Service payments would total $20.05 million, as shown in **Table 20,** a significant reduction from $35.59 million. While revenues would still not fully account for the cost of debt (DSCR of 0.90), the funding gap is significantly reduced. To achieve a DSCR of 1.25, an additional $6.96 million in funding sources would be needed.

Table 20. Levered Pro Forma without Stormwater, 2024 to 2054

Description	Total	2024 *Year 0*	2025 *Year 1*	2026 *Year 2*	2027 *Year 3*	2028 *Year 4*	2029 *Year 5*	2030 *Year 6*
Operating Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Total Costs	**-$21,383,617**	**-$504,575**	**-$514,667**	**-$524,960**	**-$535,459**	**-$546,168**	**-$557,092**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Leveraged Project Cash Flows								
Net Operating Income (NOI)	$18,099,750	$101,618	$103,650	$105,723	$1,050,529	$1,417,365	$697,982	$329,021
Bond Debt Service Payments	-$20,051,747	$0	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392
Debt Service Coverage Ratio	0.90	--	0.16	0.16	1.57	2.12	1.04	0.49
Net Present Value (NPV) (2025)	**-$714,827**	**$101,618**	**-$527,796**	**-$491,456**	**$311,938**	**$571,388**	**$21,097**	**-$226,137**
DSCR Goal	1.25							
Bond Debt Service Payments	$20,051,747							
Total Funding Needed	**$25,064,683**							
Current NOI	$18,099,750							
Funding Gap	**$6,964,933**							

Source: Economic & Planning Systems

Summary

Overall, in spite of the strategies applied, the project continues to have a funding gap, though the alternative without stormwater is the closest to being financially feasible. This is indicative of the lack of additional funding sources for capital improvement projects. To fund some of these projects, and in particular to fund the stormwater management system, additional funding from other local, state and federal sources will be necessary.

6. Reconciliation of Sources and Uses

This Chapter discusses the recommended next steps for implementing a financing strategy for The Yard. This includes supplemental funding from grant sources previously mentioned in the report, and other financing strategies to shift a portion of the cost to future development. Additionally, a number of "innovative" special districts and other funding strategies adopted in other states are described. These programs may provide options for future legislative initiatives to fill in the existing limitations on development infrastructure funding in the state.

Financing Alternatives

One of the biggest hurdles will be determining a strategy for funding a regional stormwater solution for The Yard. There are several regional stormwater options under review. The Clustered Regional Facility included in the Phase 1 financial model has an estimated cost of $6.5 million. The modeling shows that the projected development revenues in Phase 1 are insufficient to cover the costs. The stormwater options under consideration are regional, that is they serve a larger area of northeast Spokane than just The Yard. Thus, a larger regional funding solution will be needed. The LIFT program from the state may be a potential option.

Grant funding has been used to support a range of projects in the Spokane CIP. It is an especially important source of funds for road and transit improvements. The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program (known as the TIGER Grant until 2018 and the BUILD Grant through 2021) is a competitive transportation grant program. Funds are allocated to projects for road or bridge, public transportation, passenger and freight rail, port infrastructure investments, and intermodal projects. There are a number of road projects within The Yard that could potentially be eligible for a RAISE Grant application. However, the City would not likely receive funding for more than one project.

Innovative Financing Tools

This section presents research on supplemental funding sources and financing strategies used in other states that have the potential to raise funding for The Yard, or for Spokane in general, to generate additional revenues toward future capital facilities and infrastructure needs. These sources are not currently enabled by Washington statutes, and most would likely require legislation to allow for their establishment.

Metropolitan District – Colorado

A Title 32 Metropolitan District (Metro District) in Colorado is an independent special district formed to develop and/or operate two or more public infrastructure improvements such as roads, utilities, parks, or public parking. A metro district is most often created by a land developer (but requires the city or county approval of the service plan) to apply an additional mill levy to future development in order to create a revenue stream to help pay for the project related expenses that include trunk infrastructure costs. Metro districts are an effective financing tool used to finance the infrastructure costs with many residential, commercial, and mixed-use development projects.

Both residential and commercial developments in Colorado have used metro districts to fund capital and ongoing services within their developments. The mill levy rates used in these metro districts have also varied greatly, leaving various subdivisions with widely variable property tax rates. Since metro districts require approval of the city or county, some cities have restricted the use of metro districts, capped the mill levy rate, or have placed requirements on use of metro districts to offset costs to the city or county of new development. The City of Aurora (as well as several other cities) require that a portion of metro districts mill levy (5 mills) be dedicated and paid to the city for the maintenance of local roads within new developments.

- **Establishment** – Proponents submit a service plan to the County that is reviewed by staff and BOCC. At a public hearing, the BOCC approves or denies the service plan. A petition is then filed in court to hold a district and/or a bond election. Fifty percent or more of the electors owning land within the proposed district are required for approval.
- **Who Pays?** – A metro district can levy a property tax and can establish fees for services. A metro district can issue GO bonds or revenue bonds to finance up-front improvements.
- **Benefits** – A metro district is a political subdivision of the state and is an independent entity and can be established in a way that allows a developer to maintain effective control of the district during the length of development timeframe. There is no limitation on how long a metro district can stay in place.
- **Limitations** – Once established, a metro district is a separate legal entity outside the control of the city or county. There are risks that infrastructure built and maintained using a metro district can lead to the city having to maintain them if the metro district defaults or becomes insolvent.

Regional Transportation Authority – Colorado

Colorado law allows two or more cities, counties, and/or MPOs to form Regional Transportation Authorities (RTAs) to fund and build transportation infrastructure improvements and to provide transportation services within a multijurisdictional area boundary. An RTA has the power to build, finance, operate, and maintain any regional transportation system. RTAs can finance transportation projects (including but not limited to transit projects) through sales/use taxes, vehicle registration fees, lodging taxes, property tax mill levies, bonds, and loans with other private or public entities. This has been a very effective funding tool at both the large and small scale. Three existing RTAs are described below:

- The Roaring Fork Transportation Authority (RFTA) has been in operation since 1983 through intergovernmental agreements and then established itself as an RTA in 2000 to provide BRT service. The current RFTA includes Aspen, Snowmass Village, Pitkin County, Basalt, and a portion of Eagle County, Carbondale, Glenwood Springs and New Castle. This RTA levies sales and use taxes, which vary from 0.4% to 1.0% depending on the level of service received. Revenue from these taxes was reported to be $71.5 million in 2024. Ballot issue 7A was passed by voter approval in 2018 and allows RFTA to collect a property tax mill levy increase of 2.65 mills. This revenue will be used for bus rapid transit and local bus service improvements and to purchase new buses.
- The Pikes Peak Rural Transportation Authority includes El Paso County and the cities of Colorado Springs and Manitou Springs, and the towns of Ramah and Green Mountain Springs. The RTA was established in 2004 and reauthorized in 2012. This RTA levies a 1.0% sales tax, generating $100 million in annual revenue exclusively for transportation with 55% dedicated to specific capital projects, 35% to maintenance, and 10% to transit.
- The Aerotropolis Regional Transportation Authority (ARTA) encompasses approximately 3,000 acres in Aurora and Adams County south of Denver International Airport. This authority was established in 2023 to address critical regional transportation infrastructure needs and improve connectivity in an area of new development surrounding DIA. ARTA's key projects include the I-70 Aerotropolis Parkway Interchange and the 38th Avenue and E-470 Interchange. The primary funding sources are a 5 mill property tax and a 1.0% sales tax within the boundary of the district.

The RTA has been one of the most innovative funding tools for transportation projects in defined areas of common need across jurisdictional boundaries. It has broad abilities to generate revenues from a long list of eligible taxes and fees. It is potentially a special district tool that could be proposed in Washington as a new funding option.

- **Establishment** – To create a regional transportation authority, two or more governmental entities would need to establish an intergovernmental agreement (IGA). The IGA would need to establish a board or committee to oversee the RTA. In order to levy taxes and/or issue bonds, voter approval would be required of any property owners within the district.
- **Who Pays?** – An RTA can levy a sales tax of up to 1.0 percent; property tax of up to 5 mills; charge tolls; charge a motor vehicle registration fee of up to $10; and levy lodging taxes of up to 2.0 percent. RTAs may also enter into agreements to receive other revenues from participating jurisdictions.
- **Benefits** – RTAs can levy differential sales tax rates within its boundaries based on level of service received. RTAs can be expanded in the future to include additional properties.
- **Limitations** – Requires the involvement of two or more cities, towns, and/or counties.

Financial Model Updates

The Phase 1 Financial Model is a work in progress. The scenarios tested demonstrate that a financing plan based on using the existing NEPDA sources of TIF revenues have the potential to cover a substantial portion of the infrastructure needed to develop the catalyst sites in The Yard. Nevertheless, there is still a funding shortage regardless of the scenarios presented. The City and NEPDA will need to identify one or more additional funding sources, and/or evaluate an even smaller initial phase of development that further reduces upfront infrastructure investments. The financial pro forma model developed herein can be used to test other scenarios and/or variations in financing approach. It can also be used to incorporate other revenue sources including any grants that the City may ultimately receive.

Appendix K

UFP Planning Initiatives Table

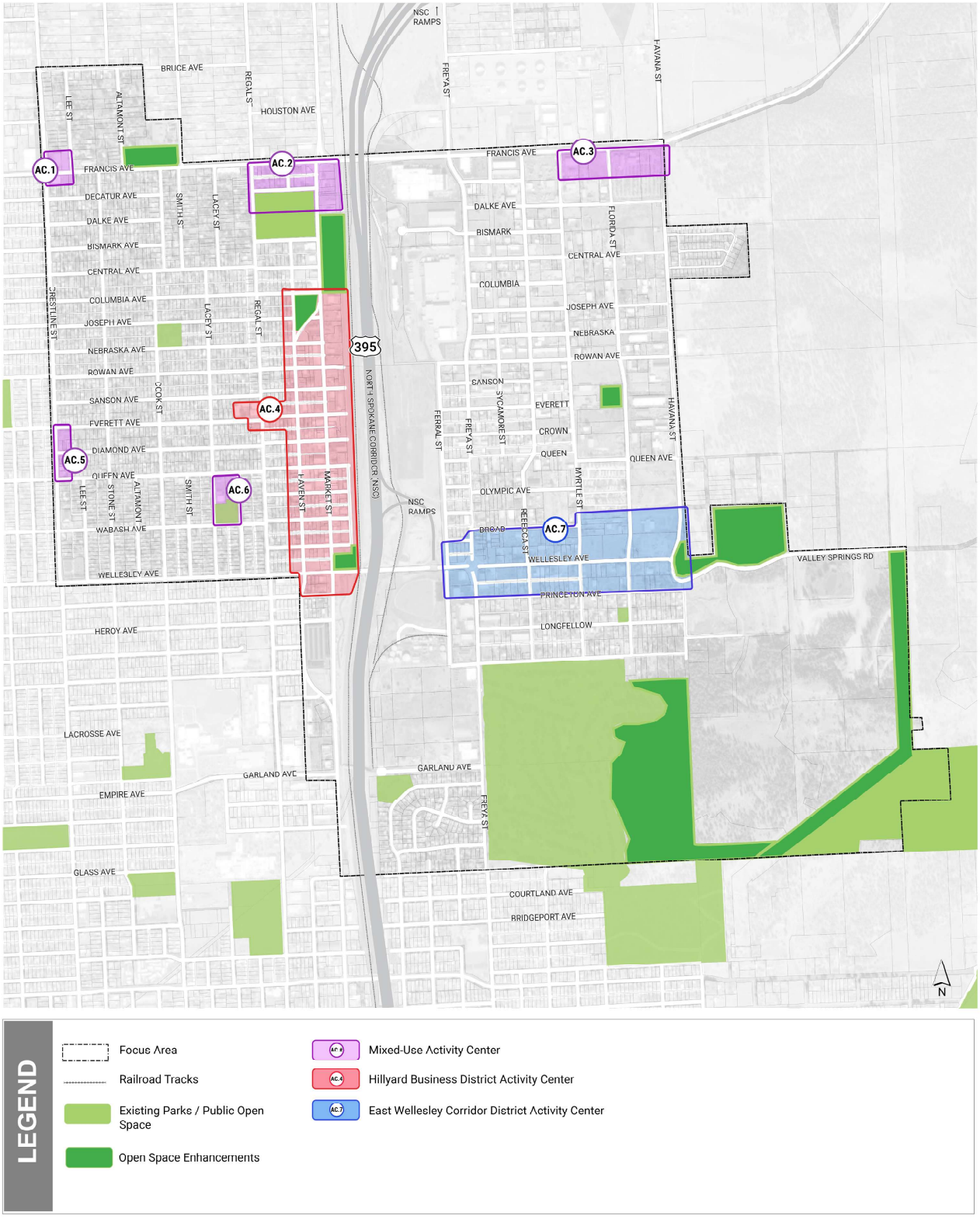

***Figure 9.1** – HIllyard Subarea Plan Activity Centers Map*

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Activity Center Initiatives (AC.#)									
AC.1	Hillyard Residential	Activity Center	Activity Center1 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.2	Hillyard Business District	Activity Center	Activity Center 2 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.3	The Yard	Activity Center	Activity Center 3 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.4	Hillyard Business District	Activity Center	Activity Center 4 designation as Hillyard Business District	City of Spokane – Community and Economic Development Department		Short Term			
AC.5	Hillyard Residential	Activity Center	Activity Center 6 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.6	Wellesley Business District	Activity Center	Activity Center 6 designation as Wellesley Business District	City of Spokane – Community and Economic Development Department		Short Term			

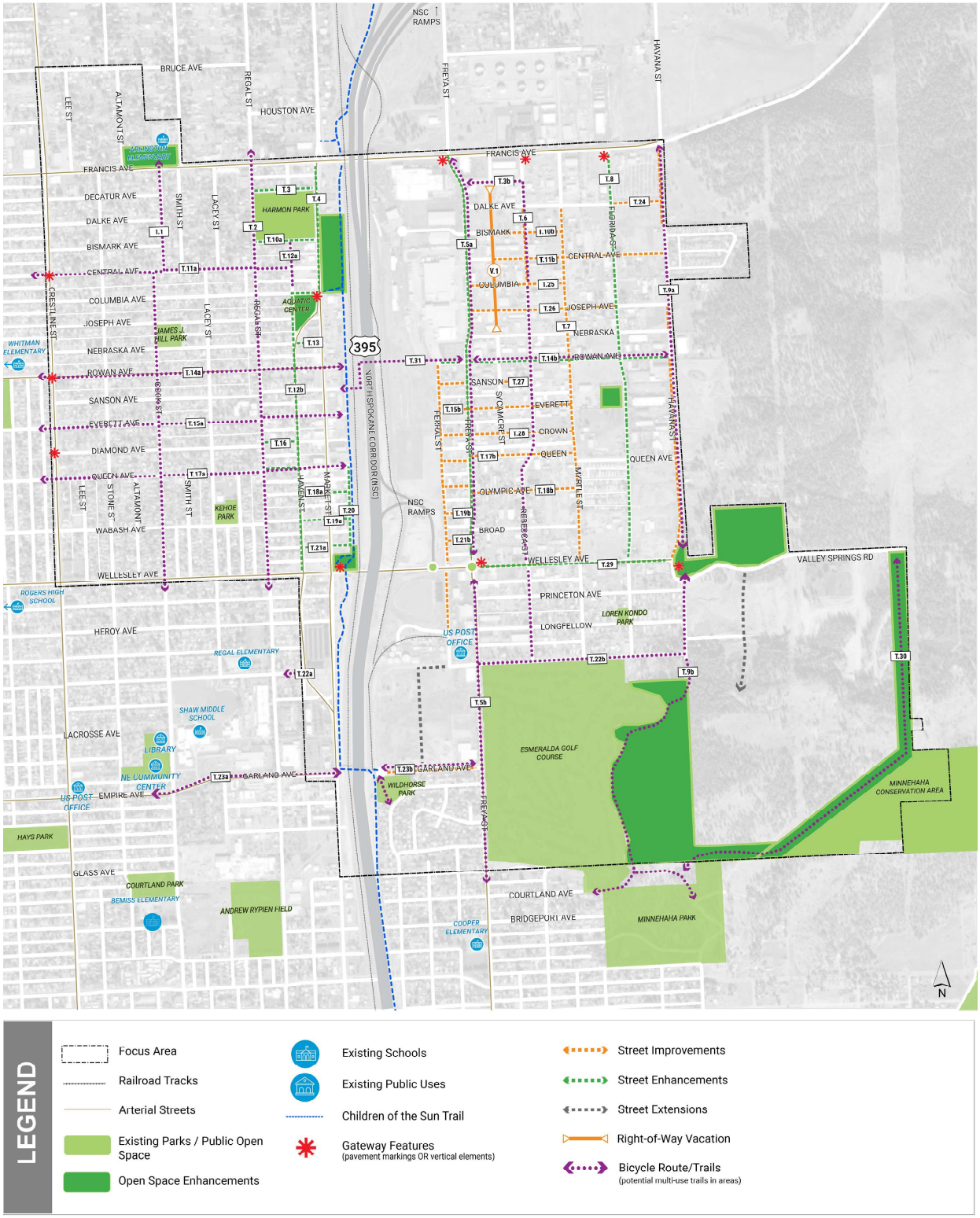

***Figure 9.2** – Hillyard Subarea Plan Transportation Map*

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.1	Hillyard Residential	Transportation	Cook Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.2	Hillyard Business District	Transportation	Regal Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.3	Hillyard Business District	Transportation	Decatur Avenue Enhancements – add sidewalks and street trees	City of Spokane – Public Works Department		Long Term			
T.3b	The Yard	Transportation	Decatur Avenue – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.4	Hillyard Business District	Transportation	Market Street Enhancements – add street trees	City of Spokane – Public Works Department		Short Term			
T.5a	The Yard; Plan Area 4: Wellesley Business District	Transportation	Freya Street Enhancements – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.5b	Wellesley Business District; Plan Area 5: Esmeralda	Transportation	Freya Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.6	The Yard; Plan Area 4: Wellesley Business District; Plan Area 5: Esmeralda	Transportation	Julia Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.7	The Yard; Plan Area 4: Wellesley Business District	Transportation	Myrtle Street Enhancements – full street improvements	City of Spokane – Public Works Department		Short Term			
T.8	The Yard	Transportation	Florida Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.9a	The Yard; Wellesley Business District	Transportation	N Havana Street Enhancements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.10a	Esmeralda	Transportation	Havana Street and Esmeralda Golf Course Trail Enhancements – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.10b	The Yard	Transportation	Bismark Avenue Enhancements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.11a	Hillyard Business, District; Hillyard Residential	Transportation	Central Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.11b	The Yard	Transportation	Central Avenue Enhancements – full street improvements	City of Spokane – Public Works Department		Short Term			
T.12a	Hillyard Business District	Transportation	Haven Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.12b	Hillyard Business District	Transportation	Haven Street – full street enhancements	City of Spokane – Public Works Department		Long Term			
T13	Hillyard Business District	Transportation	Nebraska Avenue - full street enhancements	City of Spokane – Public Works Department		Long Term			
T.14a	Hillyard Business District; Hillyard Residential	Transportation	Rowan Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.14b	The Yard	Transportation	Rowan Avenue – full street enhancements, add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.15a	Hillyard Business District; Hillyard Residential	Transportation	Everett Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department					
T.15b	The Yard	Transportation	Everett Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.16	Hillyard Business District	Transportation	Diamond Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.17a	Hillyard Business District; Hillyard Residential	Transportation	Queen Avenue Enhancements – add bicycle lanes and street trees	City of Spokane – Public Works Department		Long Term			
T.17b	The Yard	Transportation	Queen Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.18a	Hillyard Business District	Transportation	Olympic Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T18b	The Yard	Transportation	Olympic Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.19a	Hillyard Business District	Transportation	Wabash Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.19b	The Yard	Transportation	Wabash Avenue Improvements – full street improvements	City of Spokane – Public Works Department					

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.20	Hillyard Business District	Transportation	Greene Street – full street enhancements, reconstruct as "Festival Street"	City of Spokane – Public Works Department		Long Term			
T.21a	Hillyard Business District	Transportation	Broad Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.21b	Wellesley Business District	Transportation	Broad Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.22a	Esmeralda	Transportation	Rich Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.22b	Esmeralda	Transportation	Rich Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.23a	Esmeralda	Transportation	Garland Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.23b	Esmeralda	Transportation	Garland Avenue Improvements – full street improvement, add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.24	The Yard	Transportation	Dalke Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.25	The Yard	Transportation	Columbia Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.26	The Yard	Transportation	Joseph Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.27	The Yard	Transportation	Sanson Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.28	The Yard	Transportation	Crown Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.29	Wellesley Business District	Transportation	Broad Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.30	Esmeralda	Transportation	Minnehaha Conservation Trail (Avista Power Easement) – add multi-use path	City of Spokane – Public Works Department		Long Term			
U.1	Hillyard Business District	Utilities	Market Street Regional Stormwater Facility – Enhance stormwater facility on NSC parcel	City of Spokane – Public Works Department		Long Term			
U.2	Hillyard Residential	Utilities	Florida Street Regional Stormwater Facility – add regional stormwater facility	City of Spokane – Public Works Department		Long Term			
U.3	Wellesley Business District	Utilities	Wellesley Avenue Regional Stormwater Facility (North) – enhance stormwater facility	City of Spokane – Public Works Department		Long Term			
U.4	Wellesley Business District	Utilities	Wellesley Avenue Regional Stormwater Facility (South)	City of Spokane – Public Works Department		Long Term			

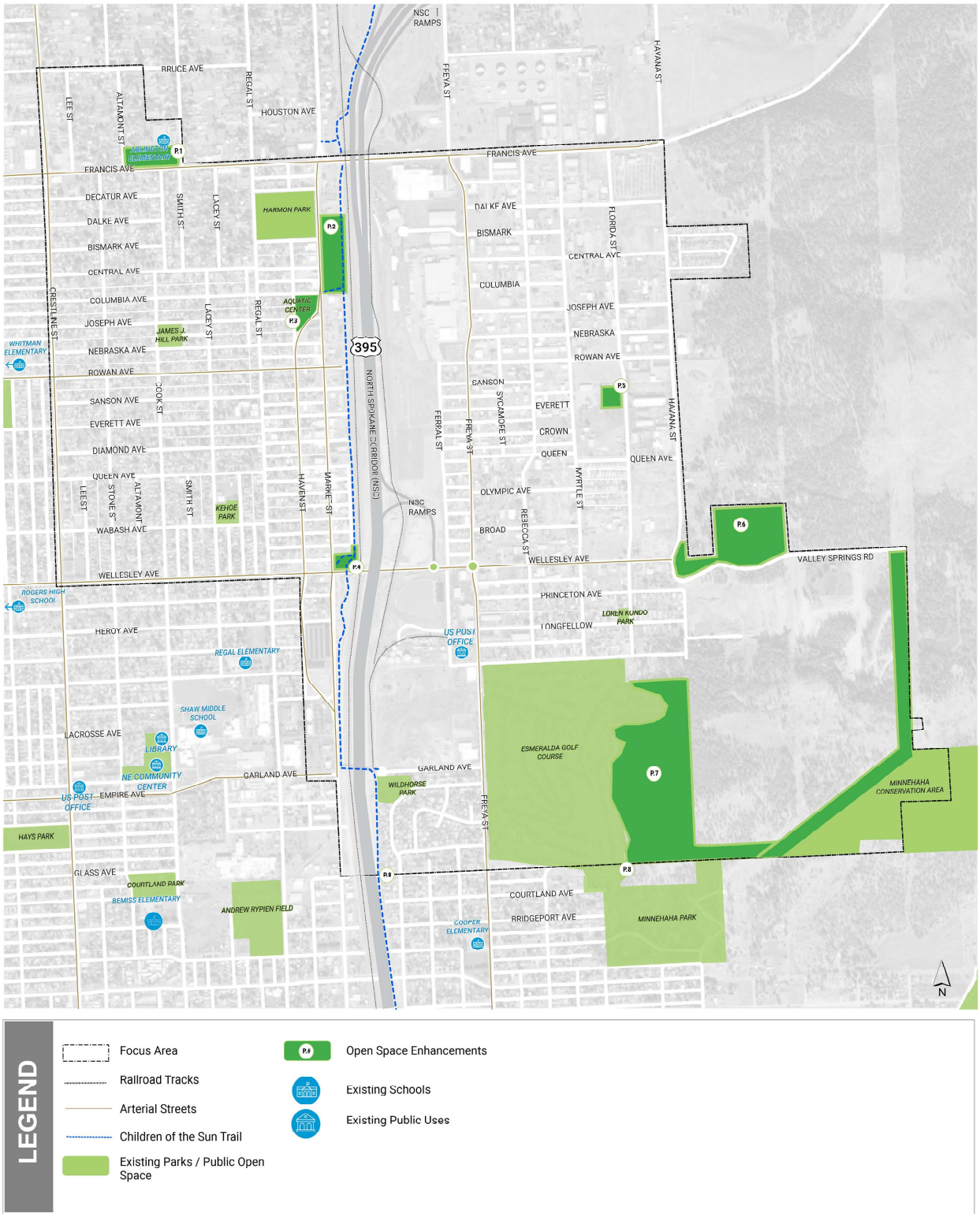

Figure 9.3 – *HIllyard Subarea Plan Park/Open Space Enhancements Map*

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Park and Open Space Enhancements (P.#)									
P.1	Hillyard Business District	Park and Open Space Enhancements	Arlington Elementary School Site Enhancements – playground and open space enhancements	City of Spokane – Public Works Department		Long Term			
P.2	Hillyard Business District	Park and Open Space Enhancements	NSC Open Space/ Stormwater Facility - Landscaping and passive gathering area	City of Spokane – Public Works Department		Mid Term			
P.3	Hillyard Business District	Park and Open Space Enhancements	Aquatic Center Site Enhancements - Enlarge and enhance open space area (from vacated ROW)	City of Spokane – Public Works Department		Long Term			
P.4	Hillyard Business District	Park and Open Space Enhancements	Children of the Sun Trailhead - Enhanced gathering area, add art installations, add rental bikes/ scooters	City of Spokane – Public Works Department		Mid Term			
P.5	The Yard	Park and Open Space Enhancements	Public Works Open Space and Stormwater Facility – Landscaping and passive gathering area	City of Spokane – Public Works Department		Mid Term			
P.6	Wellesley Business District	Park and Open Space Enhancements	Beacon Hill Reservoir Open Space – connections to proposed park, add bicycle trails	City of Spokane – Parks and Recreation Department		Long Term			
P.7	Esmeralda	Park and Open Space Enhancements	Minnehaha Conservation Area and Park Enhancements – trail enhancements, add wayfinding	City of Spokane – Public Works Department		Long Term			
P.8	Esmeralda	Park and Open Space Enhancements	Additional entry point to Beacon Hill Bike Park from the Children of the Sun Trail.	City of Spokane – Parks and Recreation Department		Long Term			

Appendix L

Capital Improvements Table

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation and Mobility Strategies (Chapter 5)										
T.6	**Arterial Roads Expansion**	Hillyard Study Area	Transportation and Mobility	Expand key arterial roads for accessing the Study Area and connecting to the North Spokane Corridor (NSC) and BNSF rail line.	City of Spokane – Public Works Department		Mid Term			
T.7	**Transit**	Hillyard Study Area	Transportation and Mobility	US395/North Spokane Corridor Transit Service	City of Spokane – Public Works Department		Long Term			
T.8	**Open Space/ Stormwater**	Hillyard Business District	Transportation and Mobility	**NSC Open Space/Stormwater Facility**: Add landscaping, walking path connecting to Harmon Park to the Children of the Sun Trail, and educational signage that informs the public on stormwater management. (UFP P.2/U.1)	City of Spokane – Public Works Department; – City of Spokane Parks and Recreation Department, – WSDOT		Mid Term			
T.9	**Street Reconstruction**	E Wellesley Business District	Transportation and Mobility	E Wellesley Ave (between N Crestline St – Valley Springs Rd) street reconstruction (UFP T.29)	City of Spokane – Public Works Department		Long Term			
T.10	**Pedestrian and Bikeways**	The Yard	Transportation and Mobility	N Freya St (between E Francis Ave – E Wellesley Ave) pedestrian and bikeways (UFP T.5a)	City of Spokane – Public Works Department		Mid Term			
T.11	**Pedestrian and Bikeways**	Hillyard Business District	Transportation and Mobility	N Market St (between E Francis Ave – E Garland Ave) pedestrian and bikeways (UFP T.4)	City of Spokane – Public Works Department		Mid Term			
T.12	**Pedestrian and Bikeways**	Hillyard Residential	Transportation and Mobility	E Rowan Ave (between Crestline St – N Market St) pedestrian and bikeways (UFP T.14a)	City of Spokane – Public Works Department		Mid Term			
T.13	**Pedestrian and Bikeways**	The Yard	Transportation and Mobility	E Rowan Ave (between N Greene St – N Ferrall St) pedestrian and bikeways	City of Spokane – Public Works Department		Mid Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation and Mobility Strategies (Chapter 5)										
T.14	**Pedestrian and Bikeways**	Esmeralda	Transportation and Mobility	E Rich Ave (between N Freya St – N Havana St) pedestrian and bikeways (UFP T.22b)	City of Spokane – Public Works Department		Mid Term			
T.15	**Pedestrian and Bikeways**	Hillyard Study Area	Transportation and Mobility	North Hillyard Sidewalk	City of Spokane – Public Works Department		Mid Term			
T.16	**Street Design**	Esmeralda	Transportation and Mobility	N Freya St (between E Wellesley – E Garnet Ave) street design (UFP T.5b)	City of Spokane – Public Works Department		Long Term			
T.17	**Street Design**	Hillyard Business District	Transportation and Mobility	N Haven St (between Nebraska – E Rockwell Ave) street design (T.12b)	City of Spokane – Public Works Department		Long Term			
T.18	**Street Design**	The Yard	Transportation and Mobility	N Myrtle St (between Dalke Ave – E Wellesley Ave) street design (UFP T.7)	City of Spokane – Public Works Department		Long Term			
T.19	**Street Design**	The Yard	Transportation and Mobility	E Rowan Ave (between N Ferrall St – N Havana St) street design (UFP T.14b)	City of Spokane – Public Works Department		Long Term			
T.20	**Street Design**	The Yard	Transportation and Mobility	N Havana St (between E Francis Ave – E Rich Ave) street design (UFP T.9a)	City of Spokane – Public Works Department		Long Term			
T.21	**Street Design**	Hillyard Residential	Transportation and Mobility	E Rich Ave (between N Crestline St – N Haven St) street design	City of Spokane – Public Works Department		Long Term			
T.22	**Street Design**	Hillyard Business District	Transportation and Mobility	N Greene St (between E Queen Ave – E Broad Ave) street design City of Spokane – Public Works	City of Spokane – Public Works Department		Long Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation and Mobility Strategies (Chapter 5)										
T.23	**Street Design**	Hillyard Residential	Transportation and Mobility	Street design for local roads in West Hillyard	City of Spokane – Public Works Department		Short Term			
T.24	**Street Design**	The Yard	Transportation and Mobility	Street design for local roads in East Hillyard	City of Spokane – Public Works Department		Short Term			
Utilities (Chapter 9)										
U.1	**Potable Water**	North HIll	Utilities	Provide additional Standby Storage Volume to serve the North Hill Pressure Zone within the next 20 years	City of Spokane – Public Works Department		Long Term			
U.2	**Potable Water**	Hillyard Study Area	Utilities	Investigate age and condition of distribution piping to determine if a replacement is warranted	City of Spokane – Public Works Department		Short Term			
U.3	**Potable Water**	Hillyard Study Area	Utilities	Require private development to extend public distribution mains for lots that do not currently have access to a distribution main	City of Spokane – Public Works Department		Short, Mid, and Long Term			
U.4	**Potable Water**	The Yard	Utilities	Upgrade both distribution and transmission conveyance infrastructure within the Yard	City of Spokane – Public Works Department		Mid Term			
U.5	**Potable Water**	The Yard	Utilities	Continuation of transmission main along Freya St between Wellesley Ave and Francis Ave	City of Spokane – Public Works Department		Mid Term			
U.6	**Potable Water**	Hillyard Business District, The Yard	Utilities	Install additional transmission main along Rowan St under the NSC between FreyaSt and Haven St	City of Spokane – Public Works Department		Mid Term			
U.7	**Potable Water**	Hillyard Study Area	Utilities	Install a network of larger diameter pipes (12” to 18”) along major rights-of-way	City of Spokane – Public Works Department		Mid Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Utilities (Chapter 9)										
U.8*	**Potable Water**	The Yard	Utilities	Conduct a future hydraulic analysis of the Yard Plan Area's water system	City of Spokane – Public Works Department	High	Mid Term			
U.9*	**Sanitary Water Service**	Hillyard Study Area	Utilities	Where necessary, update old sewer line segments to accommodate new development or redevelopment projects	City of Spokane – Public Works Department	High	Short Term			
U.10	**Sanitary Water Service**	The Yard	Utilities	Conduct detailed hydraulic analysis, specifically in the Yard Plan Area using forecast future demands	City of Spokane – Public Works Department	High	Short Term			
U.11	**Sanitary Water Service**	Hillyard Study Area	Utilities	Require developers to inspect sewer main adjacent to proposed development with a sewer camera to assess condition of piping immediately downstream	City of Spokane – Public Works Department		Short Term			
U.12	**Sanitary Water Service**	Hillyard Study Area	Utilities	Ensure that any development within the Focus Area proposing to keep existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development	City of Spokane – Public Works Department		Short Term			
U.13	**Sanitary Water Service**	Hillyard Study Area	Utilities	Where combined sewer connections exist, require developers to disconnect the storm from the sanitary sewer main, and to treat stormwater separately.	City of Spokane – Public Works Department		Short Term			
U.14	**Sanitary Water Service**	The Yard	Utilities	Ensure that any development within the Yard Plan Area seeking to keep existing buildings demonstrate that either the structures are not connected to a septic or cesspool system, or to provide plans for connection to public conveyance and decommissioning of said septic or cesspool system.	City of Spokane – Public Works Department		Short Term			

* High Priority

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Utilities (Chapter 9)										
U.15	**Potable Water**	E Wellesley Business District	Utilities	Consider relocation of some conveyance to avoid conflicts with the proposed development of a WSDOT roundabout on Wellesley Ave	City of Spokane – Public Works Department		Short Term			
U.16	**Stormwater Management Service**	Hillyard Study Area	Utilities	Require developers to inspect the storm main adjacent to development to assess condition of piping downstream of the intended point of connection, and require the developer provide replacement if necessary	City of Spokane – Public Works Department		Short Term			
U.17	**Stormwater Management Services**	The Yard	Utilities	Design and implement regionally shared stormwater treatment systems	City of Spokane – Public Works Department		Mid Term			
U.18	**Stormwater Management Services**	Hillyard Study Area	Utilities	Require developers to assess the quality and performance of drywells within fronting ROW	City of Spokane – Public Works Department		Short Term			
U.19	**Stormwater Management Services**	Hillyard Study Area	Utilities	Require soil sampling on new development projects to test for common pollutants of concern	City of Spokane – Public Works Department		Short Term			
U.20	**Broadband Services**	Hillyard Study Area	Utilities	Coordinate with Petrcichor Broadband and Broadlinc to track and plan for significant changes in planning, capital improvement projects, or development trends in the Focus Area	City of Spokane – Public Works Department		Mid Term			
U.21	**Broadband Services**	Hillyard Study Area	Utilities	Work with WSDOT to understand the North Spokane Corridor's applicability as a telecommunications right-of-way (ROW).	City of Spokane – Public Works Department		Short Term			
U.22	**Broadband Services**	Esmeralda	Utilities	Place additional conduit in the areas where sewer and electrical infrastructure are being installed for the new Esmeralda Business Park	City of Spokane – Public Works Department		Short Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Utilities (Chapter 9)										
U.23	**Broadband Services**	Hillyard Study Area	Utilities	Install conduits/fibers along rightof-ways of newly reconstructed roads	City of Spokane – Public Works Department		Short, Mid, and Long Term			
U.24	**Electrical Power and Natural Gas**	Hillyard Study Area	Utilities	Coordinate with Avista Utilities to track and plan for any significant changes in planning, capital improvement projects, or development trends in the Focus Area	City of Spokane – Public Works Department – Avista Utilities		Short Term			
U.25	**Electrical Power and Natural Gas**	E Wellesley Business District	Utilities	Prioritize E Wellesley Business District for natural gas infrastructure improvement	City of Spokane – Public Works Department – Avista Utilities		Long Term			

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

A recommendation of the City of Spokane Plan Commission to the City Council related to the Hillyard Subarea Plan ("the Plan").

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.

B. The Spokane City Council adopted resolution RES 2025-0022 on March 31, 2025, establishing the Plan Commission's annual work plan, which includes direction to work on the Plan.

C. Comprehensive Plan policy LU 7.4 directs the City to "undertake more detailed sub-area and neighborhood planning."

D. The City's consultant team, under the direction of City staff and led by Stantec Consulting Services, has prepared the Hillyard Subarea Plan.

E. Outreach and public communication began in April 2023 and included the following:

1. Continuous updates on the Project Webpage starting in April 2023;
2. August 5, 2023: Pop-up engagement event at the Hillyard Festival;
3. September 6, 2023: Newsletter on project updates sent to interested parties list;
4. September 20, 2023: Community Meeting and Walking Tour of Hillyard;
5. October to December 2023: Online survey open to collect thoughts and recommendations for the Subarea Plan;
6. Steering Committee Meetings on September 21 and November 29, 2023;
7. December 15, 2023: Presentation and discussion with English classes at Rogers High School;
8. March 27, 2024: Tour of Hillyard with residents, City staff, and City Council members;
9. April 2024: Newsletter on project updates sent to interested parties list;
10. Regular project updates distributed via PlanSpokane blog posts starting in October 2024;
11. July 2024: Newsletter on project updates sent to interested parties list;
12. September 18, 2024: Newsletter update on the Plan's public financing strategy sent to interested parties list;
13. January 23, 2025: Newsletter on project updates sent to interested parties list;

F. Public, agency, and department comments were included in the staff report associated with the public hearing.

G. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on August 27, 2025. The comment period ended on September 10, 2025 and the appeal period ended on September 17, 2025.

H. A legal notice of public hearing was published in the *Spokesman-Review* on August 27, 2025 and September 3, 2025.

I. The City of Spokane Plan Commission held a hearing on September 10, 2025. At the public hearing, the Plan Commission heard public testimony and deliberated on the Hillyard Plan.

CONCLUSIONS:

Based upon the staff presentations, briefing materials, associated studies, and agency and public comment, the Spokane Plan Commission makes the following conclusions with respect to the proposal:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in 17G025.010(J).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
3. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the Plan will be mitigated by enforcement of the City's development regulations.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

RECOMMENDATION:

In the matter of the Hillyard Subarea Plan, as based on the above listed findings and conclusions, by vote of 6-0, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposal.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.



Ryan Patterson, Vice President
Spokane Plan Commission

September 19, 2025

PC Findings and Conclusions Hillyard Subarea Plan 1

Final Audit Report 2025-09-19

Created:	2025-09-19
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
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"PC Findings and Conclusions Hillyard Subarea Plan 1" History

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Document e-signed by Ryan Patterson (rpatterson@spokanecity.org)
Signature Date: 2025-09-19 - 4:38:27 PM GMT - Time Source: server

Agreement completed.
2025-09-19 - 4:38:27 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council: **Committee:** PIES **Date:** 09/15/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	9/3/2025
		Clerk's File #	RES 2025-0082
		Cross Ref #	OPR 2025-0652
Council Meeting Date: 10/06/2025		**Project #**	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	5200 – DEVELOPMENT AGREEMENT – LOWER TERRACE SEWER PUMP		

Agenda Wording

This development agreement would allow for the construction a regional wastewater pump station in the Lower Terrace/Seven Mile area in Northwest Spokane. The private developer would construct the regional station and the City would reimburse the Developer for costs beyond the requirements of the development for the Project.

Summary (Background)

Ch 35.92 RCW requires the City to enter into latecomer agreement with developers who are willing to construct public infrastructure needed to support development. The law allows the City to participate. In an effort to simply repayment terms, after internal review, the parties have agreed to a flat not to exceed amount to be repaid to developer over 8 years. The City's portion of the project that exceeds the developer's pro rata share is approximately 75% and totals approximately $8 million. Payments to the developer would come from Wastewater General Facilities Charges collected in this area and the utility budget. In 2007 the City completed a Lower Terrace Wastewater Study, which concluded a new sewer pump station is needed to provide sewer services in this area. The addition of a regional sewer pump station would also support the construction of needed additional housing and promote economic growth for the City. The terms of the Agreement would be in place for 20 years. The City may, at a future point, establish a utility reimbursement area to pay for upgrades that ultimately would be needed to serve the larger Lower Terrace area.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?

Utilization of the elements within the public rule will be tracked.

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?

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan. This developer agreement supports the City's goal of adding new housing in our community for the future.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 0.00	**#** TBD
Select	**$**	**#**
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**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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OPR 2025-0652 (Sponsor Substitution received 9/15/2025)

When recorded return to:
City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

SEVEN MILE SEWER PUMP STATION DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS SEVEN MILE SEWER PUMP STATION DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the City of Spokane, a municipal corporation in the state of Washington ("the City") and Sundance Meadows, LLC, a Washington limited liability company, Sue Ann, Inc., a Washington corporation, DKH, Inc., a Washington corporation, Sunvest, LLC, a Washington limited liability company, Mike & Sue Ann, LLC, a Washington limited liability company, Mark & Dana, LLC, a Washington limited liability company, Mike & Megan, LLC, a Washington limited liability company, Big Horn Development, LLC, a Washington limited liability company, Sue Ann Development, LLC, a Washington limited liability company, Hagenbaugh Development, LLC, a Washington limited liability company, M&M K Development, LLC, a Washington limited liability company, collectively referred to as Developer or Developers, each may be identified as a "Party" or collectively referred to as the "Parties".

R E C I T A L S

A. Sundance Meadows, LLC, a Washington limited liability company, as to an undivided 22% interest, Sue Ann, Inc., a Washington corporation, as to an undivided 18% interest, DKH, Inc., a Washington corporation, as to an undivided 30% interest, and Sunvest, LLC, a Washington limited liability company, as to an undivided 30% interest (collectively "Sundance Developer"), own as tenants in common approximately 88.17 acres of undeveloped land located within Spokane County's unincorporated Seven Mile Urban Growth Area and within the City of Spokane's Wastewater Management Sewer Service Area, which is legally described in **Exhibit A-1** attached hereto. The Developer received preliminary plat approval for the development of a 475-lot subdivision. (Spokane County File No. PN-2078-19, "Sundance Meadows"). Development of Sundance Meadows is presently conditioned on the Developer constructing a private lift station. (Development Agreement, OPR # 2019-0307; PN-2078-19 MDNS and Final Decision).

B. Mike & Sue Ann, LLC, a Washington Limited Liability Company, as to an undivided forty percent (40%) interest; Mark & Dana, LLC, a Washington Limited Liability Company, as to an undivided thirty percent (30%) interest, and Mike & Megan, LLC, a Washington Limited Liability

Company, as to an undivided thirty percent (30%) interest (collectively "Seven Mile Developer") own as tenants in common approximately 11.4 acres of undeveloped land located within Spokane County's unincorporated Seven Mile Urban Growth Area and within the City of Spokane's Wastewater Management Sewer Service Area, which is legally described in **Exhibit A-2** attached hereto. The Developer has preliminary plat approval for the development of a 77 lot/91-unit subdivision. (Spokane County File No. PN-2119-23, "Seven Mile Addition"). It is expected that 6 of the 77 lots proposed for Seven Mile Addition will be the site of the pump station that is subject of this Agreement and would be then dedicated to the City.

C. Big Horn Development, LLC, a Washington limited liability company as to an undivided 27.58% interest; Sue Ann Development, LLC, a Washington limited liability company as to an undivided 18.00% interest; Hagenbaugh Development, LLC, a Washington limited liability company as to an undivided 35.58% interest; M&M K Development, LLC, a Washington limited liability company as to an undivided 18.84% interest (collectively "Volkman Developer") own approximately 125.45 acres of undeveloped land located within the City of Spokane and its Wastewater Management Sewer Service Area, which is legally described in **Exhibit A-3** attached hereto (commonly "Volkman").

D. In 2007, the City completed the *Lower Terrace Wastewater Study* ("Sewer Study"), which concluded that in order to provide wastewater service to the Lower Terrace Study Area ("LTSA") within the City's Wastewater Management Sewer Service Area, a new sewer pump station[1], force mains and gravity lines should be constructed. The City has verified the LTSA and it is illustrated in Exhibit F. The City has added a pump station for the study area to the City's Six Year Comprehensive Sewer Program. Sundance Meadows, Seven Mile Addition, Volkman, and Nine Mile (collectively the "Subdivisions") are all within the study area and would receive wastewater service if a pump station is constructed. Construction of a pump station is necessary at this time in order to proceed with the Subdivisions.

E. In order to obtain the City's authorization to provide sewer service to Sundance Meadows the City and Sundance Meadows, LLC entered into a Development Agreement (OPR 2019-0307), which contemplated the construction of a private lift station[2] to serve Sundance Meadows, which would have connected to a sanitary sewer force main.

F. After extensive analysis by the Developer in consultation with the City, it was determined that a regional pump station, rather than smaller lift stations, would better serve the future needs and interests of the public, the City, and the Subdivisions.

G. The Developer has submitted to the City, a *Revised Memorandum Proposed LTSA Regional Sewer Pump Station and Force Main* (WCE #19-2400), dated March 26, 2025, and approved by the City April 2, 2025; which can be found in City of Spokane File No. _____ (herein "Design Memo"),

[1] Generally speaking, "pump station" refers to facilities that are large, serve a significant area, and typically contain multiple pumps, above ground buildings and emergency power generation. (Sewer Study, p. 4).

[2] Generally speaking, "lift station" refers to smaller facilities that serve a subdivision or planned unit development (PUD) and are usually underground with the power and controls above the ground surface. (Sewer Study, p. 4).

and proposed design plans and specifications for a regional sewer pump station that must accommodate serving the LTSA, as defined herein. The plans and specifications have been reviewed and are pending acceptance by the City. A general illustration of the location of the pump station, gravity mains, and force mains, is attached hereto as **Exhibit B**, and the complete plans and specifications are located under the City's File No. ____ and are incorporated herein by this reference (collectively herein "Seven Mile Pump Station"). The Seven Mile Pump Station is being designed as a base to serve the entire LTSA, although the pump-to-valve vault components of the Seven Mile Pump Station will be improved in phases as the sewer flows to the station increase. The pump phasing is set forth in Table 6 of the Design Memo (and set forth on Exhibit D), and Developer will be responsible for completing the Seven Mile Pump Station to include pump phases 1 and 2 (herein "Project-P1"), pump phases 3, 4, and 5 ("Project-P2") will be completed when development of the LTSA exceeds the capacity of Project-P1. Pending final response to the City's comments, the Project-P1 is expected to be accepted by the City. Following completion of Project-P1 by the Developer, Project-P1 would be conveyed and dedicated to the City as provided in this agreement.

I. The Seven Mile Pump Station and related appurtenances will be sized to serve the LTSA and will provide capacity in excess of the capacity needed to serve the Subdivisions. Prior to full build out of the LTSA, it is anticipated that Pump Station operation would generate hydrogen sulfide (H2S), an undesirable condition that requires mitigation. The Pump Station design contemplates flushing freshwater through the force mains to purge effluent, or the use of bioxides (or other treatment methods) to control H2S. As part of Project-P1, effluent from the discharge of Pump Station force main(s) to the City gravity collection system shall be treated with bioxide or equivalent treatment as set forth in the Design Memo and shall meet the requirements set forth in second paragraph City letter dated March 27, 2018. To facilitate this freshwater flush, the Sundance Developer has obtained Water Right Permit No. G3-30940, which will be dedicated to the City upon Final Approval. The City will have the discretion to utilize the freshwater flush, or other means of controlling H2S at its discretion following Final Approval.

- Hydrogen sulfide (H2S) is the primary concern with lift stations in the City. A study will need to be completed that demonstrates this addition to the system does not add to the current levels. Proposed measures to mitigate this issue must be quantified and be economically reasonable as the City will be the maintainer of the system either from the new public pump system, or after the discharge from a private pump station. Current expenditures for chemically controlling H2S in a single lift station are considerably higher than estimated in your proposal. Please analyze how your development can deliver normal residential wastewater influent values as follows: DO 5-7, TSS 150-220 mg/L, Phosphorus 3-5.5 mg/L and BOD 150-220 mg/L measured at the discharge point of the new force main in the interim designed scenario system.

J. Developer and the City acknowledge construction of Pump Station will: (i) support the development of the Subdivisions, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the LTSA, (iv) is consistent with and carries out the purposes of RCW 36.70B.170, and (v) supports the development of needed new housing units. The City has further determined that the Pump Station is compatible and consistent with the countywide planning policy adopted by the City under RCW 36.70A.210 and the City comprehensive plan and development regulations adopted under chapter 36.70A RCW and Title 17 of the Spokane Municipal Code.

K. An agreement under RCW Ch. 35.91 could be required to reimburse the portion of the expense to construction Project-P1 that exceeds the Developer's pro rata share. But considering development of Sundance Meadows and Seven Mile Addition are conditioned on the City's approval of the wastewater system improvements and the complexity and expense of the system, the City has elected to exercise its authority under RCW 36.70B.170-.210 to enter this Agreement and obtain an annexation covenant.

L. After diligent study, the City and Developer agree that Development of Project-P1 by the Developer exceeds the Developer's Pro-Rata Share; that is, it exceeds the Developer's responsibility to mitigate the Subdivisions' impacts on the City's wastewater system considering the context of a regional pump station. Accordingly, the City has agreed to participate in the financing of Project P1 through contract and allow for payment to Developer from collected Wastewater General Facilities Charges, as outlined below.

M. This Agreement provides necessary detail, deliverables and procedures to induce the Developer to agree to the risk of paying out of pocket the substantial expense of developing the Pump Station. Without this Agreement, the Developer would not agree to develop the Pump Station.

N. Development Agreements are specifically authorized by RCW 36.70B.170-210 as a proper exercise of the City's police power. This Agreement is a proper exercise of the City's police power and contract authority, which provides for the Developer's obligation to provide infrastructure as set forth herein. RCW 36.70B.170(4).

O. It is the intent of the parties that the benefits and burdens of this Agreement shall be enjoyed by the Developer, and the Developer's successors and assigns, up to and including each successor or assignee to receive the first building permit to be issued for a particular lot.

P. Pursuant to RCW 36.70B.170, the Developer represents that it is vested with ownership or control over that real property identified in the attached Exhibits A1 – A4.

Q. The proposed project and proposed agreement were presented to City Council Urban Experience Committee on June 10, 2024 and the Public Infrastructure, Environment and Sustainability on September 15, 2025. A public hearing to consider this Agreement was held by the Spokane City Council on October 6, 2025, and the Agreement approved by Ordinance _____ on _____, 2025.

NOW THEREFORE, in consideration of the recitals and mutual promises set forth here, which are incorporated into the Agreement by this reference, the City and Developer enter into this Agreement.

AGREEMENT

1. DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

1.1 "Applicable Rules" means those provisions set forth in the City's Comprehensive Plan, Titles 13 and 17 of the Spokane Municipal Code ("SMC") Regulations Governing Sewer Construction

in the City of Spokane, Washington State Department of Ecology's Criteria for Sewage Works Design (Orange Book), latest versions of: City of Spokane Department of Engineering Design Standards, Standard Plans, General Special Provision for Private Projects, specifications, and regulations governing sewer construction in the City of Spokane, Washington State Building Code, Uniform Plumbing Code, National Electrical Code, and International Fire Code.

1.2 "Acceptance" means, depending on the context, that the City has reviewed and commented on the design or construction of the Pump Station and has found that such meets the Applicable Rules. Final Acceptance of Project-P1 is defined in Final Completion below.

1.3 "Developer" means collectively the Sundance Developer, Seven Mile Developer, and Volkman Developer, and any successor(s) and assign(s) of any of them.

1.4 "Final Completion" means the City will accept Project-P1 when (1) Developer has obtained City Acceptance of the design, engineering, contracting, construction and completion of the Project-P1, as generally illustrated on Exhibit B, and fully set forth in the plans and specifications approved by the City under File No. ____, which are incorporated herein by this reference, with inspection, testing and certification; and (2) Project-P1 pump station facilities and components/force main(s) are fully functional in automatic mode with working dial-out alarms and backup generation such that City Wastewater staff takes over operation of Project-P1. Final Completion may be achieved by using a rented generator meeting the design specifications (except for possibly manufacturer), for backup power, provided that Developer has provided proof of purchase of the permanent CAT generator and pays all rental costs post Acceptance and until the permanent generator is installed in Project-P1. Final Completion does not include the maintenance, repair, reconstruction or redevelopment of the Pump Station, or any building, structure, improvement or facility comprising the Pump Station after the construction and completion thereof.

1.5 "Exhibits" means the following documents, which are attached to and incorporated herein by this reference:

EXHIBIT A—Legal Descriptions/Maps of Developer's Property

EXHIBIT B—Pump Station Illustration

EXHIBIT C—Itemized Opinion of Probable Cost

EXHIBIT D—Excerpts from Design Memo

EXHBIT E—Annexation Covenant

EXHIBIT F—Illustration of LTSA

EXHIBIT G – Procurement Process Summary

1.6 "General Facility Charge" or GFC means a one-time fee imposed as a condition for a new utility connection, paid by the property owner seeking to connect to the City's water or wastewater system as set forth in Chapters 13.03 and 13.04 of the Spokane Municipal Code (SMC), the amount of which is adjusted periodically.

1.7 "NTE Amount" or "Not to Exceed Amount" shall mean Eight Million and 00/100 Dollars ($8,000,000.00) owed by the City to Developer for construction of Project-P1. All costs, fees, expenses expended by Developer more than this NTE Amount shall be exclusively borne by the Developer at no cost to the City. The City's obligation to pay the full NTE Amount is contingent upon Developer completing Project-P1 and Acceptance by the City. The NTE Amount will accrue simple interest at the rate of 4.75 per annum as provided in Section 4.4.4.

1.8 "Subsequent Project Approvals" means all Project-P1 approvals required by law or City policy after approval of this Agreement to construct Project-P1 including, but not limited to, clearing, grading, engineering and construction permits.

2. DEVELOPER'S RESPONSIBILITIES

2.1 Developer shall, at no cost or expense to the City, diligently perform and fully complete development and construction of the Project-P1 according to approved plans and permits, and in compliance with the Applicable Rules. Provided all such development and construction shall be subject to Subsequent Project Approvals. Project-P1 shall remain subject to all Subsequent Project Approvals required to complete Project-P1. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Developer shall obtain all required permits prior to commencing construction of Project-P1. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Subdivisions, nor shall this Agreement relieve Developer from Developer's obligations to comply with rules and regulations applicable to the Subdivisions and Developer's development of the same, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Subdivisions. Provided, further, the parties agree, as provided for in RCW 36.70B.170(4), that the City reserves the authority, regardless of the definition of Applicable Rules in this Agreement, to impose new or different regulations during the term of this Agreement to the extent required by a serious threat to the public health and safety.

2.2 Developer shall provide an opportunity for the City to review and comment on Pump Station designs prior to formal submission for administrative acceptance. Developer shall submit proposed designs to the City for timely administrative review and acceptance by officials designated by the City. Administrative review shall be for the purpose of determining if the designs meet or exceed the Applicable Rules. The City's administrative acceptance of designs shall not be construed to subject the City to any liability to the Developer or any third party for defects in design. In the event of administrative denial or request for modification of the proposed design, the City shall specify the basis for the decision and the Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously.

2.3 Developer shall use its reasonable business judgment, as it deems appropriate, in bidding, awarding and performing the work associated with Project-P1. Developer has begun obtaining bids to establish the Opinion of Probable Cost. All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on Project-P1 shall be selected by Developer or by a project manager or general contractor through a bidding process, including the steps set out in Exhibit F, through which all qualified bids are considered and an award made to the lowest responsive and responsible bidder.

2.4 As a condition of the City's liability for payment of the NTE Amount, payment for all labor in connection with Project-P1 shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or direct each contractor to pay all workers, laborers and mechanics employed to perform the construction of Project-P1 not less than the prevailing wage rates, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area.

Developer shall direct all contractors and subcontractors to submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments, and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages." The Developer will provide a copy of the Statement of Intent to the City. Upon completion of the Project-P1, each contractor and subcontractor must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

2.5 Developer shall require all contractors to maintain all project information, records, and documents for a period of not less than six years from the date of the City's final acceptance of the work, and the City shall have a right to direct audit of such information, records, and documents.

2.6 Developer shall require all contractors to obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties, and to complete construction of the Project-P1 as generally set forth in RCW Chapter 39.08 (the "**Bonds"**). The Bonds shall be issued in an amount equal to the portion of the estimated cost that the contractor is responsible for and list as obligee the Developer ("**Obligee**"). In the event of a default by the contractor, Obligee may execute on the Bonds for the purpose of performing all the provisions of the contract; paying all laborers, mechanics, subcontractors, and material suppliers, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work; paying the taxes, increases, and penalties incurred on the project; and causing the Project-P1 to be completed using the bond proceeds and any other necessary funds.

2.7 Developer shall provide to City the specific timeline for the construction of Project-P1 as outlined in bid specs and shall ensure there are provisions for and collection of liquidated damages from the contractor if the project is not completed on time, per the 2024 General Special Provisions for Private Contract, or as may be amended, as referenced above.

2.8 Notwithstanding any other provision of this Agreement, Developer shall comply with the following at the time of construction of the Project-P1:

2.8.1 Procedural regulations that are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure in effect at the time of construction of Project-P1.

2.8.2 All applicable rules and regulations governing construction standards as defined in 1.2 Applicable Rules, as such codes may be amended in effect at the time of the construction of the Project-P1.

2.8.3 New or different regulations of general applicability to the extent required by any regulation promulgated by the City Council in its legislative process and necessary to protect public health, safety, and welfare.

2.9 Liquidated Damages and Specific Performance. If the Developer begins construction of Project-P1, but then stops or abandons construction for more than 18 months ("Abandon(ment)") then the City is entitled in its sole discretion to seek and obtain assignment of all of Developer's rights to designs, plans, work-product contracts, including but not limited becoming Obligee under the Bonds, and installations and improvements of the components of Project-P1 without direct or immediate compensation to the Developer. Provided the City exercises its rights under this provision and completes Project-P1, and the Developer asserts a claim for unjust enrichment or a taking, then before any payment is made to the Developer for its actual out of pocket expenses the City shall be entitled to set off $4,000,000 as Liquidated Damages. The Parties recognize Developer's Abandonment will result in financial harm to the City the cost of which the Parties agree is difficult to ascertain, and thus, they agree that $4,000,000 is a reasonable forecast of just compensation to the City for the predicted harm caused by Abandonment. If Developer never begins construction of Project P-1, the City shall be entitled to recoup from Developer or the subsequent owners of the Subdivisions the pro rata share of the final cost to develop a pump station, and no reimbursement or credit shall be due to Developer for any costs, fees, expenses incurred prior to entry of this Agreement.

3. DEDICATION OF THE PUMP STATION

3.1 During construction of Project-P1, the City shall inspect the construction and installation of Project-P1 periodically and will provide written notice to the Developer of any concern or defect identified per construction management practices and Applicable Rules.

3.2 Upon Final Completion and City has declared its acceptance of Project-P1 as constructed then Developer will deliver: (i) two complete sets of "as-built" drawings (including electronic PDF format) with respect to Project-P1 and related appurtenances to be dedicated; (ii) such bills of sale or other documents as are appropriate to ensure the transfer to the City, of Project-P1 constructed by Developer; (iii) deeds or easements for the real property to which Project-P1 and appurtenances are affixed; (iv) all warranties, work product, and contracts relating to Development of the Pump Station, including but not limited to Developer or Developer's contractor(s) two year warranty of construction and installation and surety for the same; and assignment of contracts and work product; and (v) administrative transfer documents for the water rights. The Parties will mutually agree upon the form and content of the documents necessary to fully dedicate Project-P1 to the City and agree that mutual efforts will be expended so that the documents will be formally executed and delivered within 30 days from Final Completion.

4. WASTEWATER SERVICE TO SUBDIVISIONS

4.1 Concurrency. Project-P1 must achieve Final Completion prior to issuance of a certificate of occupancy for any home in any of the Subdivisions. The City has identified the Pump Station in its capital facilities plan for planning and monitoring purposes. The Parties agree that concurrency is limited to the development of 1,240 single family residential units, so long as development is platted and construction commenced within the term of this Agreement.

4.2 Mitigation. The Developer and City acknowledge that the Pump Station is intended to serve the Subdivisions and this Agreement constitutes "mitigation measures, development conditions and other requirements under Chapter 43.21C RCW" (collectively "Development Standards"). RCW 36.70B.170(3)(c). As authorized by RCW 36.70B.170(1) and RCW 43.21C.060, the City and Developer hereby agree that the Development Standards are reasonable and capable of being accomplished under the terms of this Agreement. Upon Final Completion, the Developer shall have mitigated all of the Subdivisions' off-site impacts on the City's wastewater collection system and thereafter shall not be required to perform any additional public system improvements for the collection of wastewater emanating from the Subdivisions, so long as the uses within the Subdivisions remain single family residential; and recognizing extension and connection of each Subdivisions' gravity-sewer-lines to the Seven Mile Pump Station's gravity main will be the sole responsibility of the developer of the Subdivision in the ordinary course of development. If 85% of the capacity of Project-P1 is dedicated to other users prior to the entirety of the Subdivisions receiving final plat approval, then the City shall commence planning for and construction of Project-P2.

4.3 Final Plats and Building Permits. Provided that Project-P1 is under construction and the pumps are functional, the Developer or any participating builder is permitted to request final plat and make application for building permits prior to acceptance of Project-P1. Any building permit issued prior to acceptance of Project-P1 will include a condition that no certificate of occupancy will be issued until Final Completion. The City will not object to, or request stop work orders on building permits applied for in Spokane County, provided a final plat has been previously recorded and the permit contains a condition requiring Final Completion of Project-P1 prior to the county issuing a certificate of occupancy. Said condition requiring Final Completion of Project-P1 prior to issuance of a certificate of occupancy shall be recorded on the property.

4.3.1 Release, Waiver and Indemnity. Developer acknowledges and accepts that it bears the entirety of the risk arising from its election to pursue a final plat or building permit prior to the City Accepting Project-P1. Therefore, Developer waives, releases, acquits and forever discharges the City, its officers, directors, employees, agents, successors and assigns (collectively, "Releasees") from any and all claims that Developer has or might ever have against any Releasee, in each case whether known or unknown, liquidated or unliquidated, whether based in tort, statute, local ordinance, common law, or contract or otherwise arising out of or in any way related to Developer obtaining final plat or building permit approval prior to acceptance of Project-P1. Further, Developer shall bear, pay, and discharge any and all such judgments, orders, consent decrees, or agreements for damages, penalties, or otherwise described herein, shall hold Releasees harmless from such judgments or orders, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any entities, persons, or governmental bodies arising out of any of the occurrences set forth herein.

4.4 NTE Amount. After diligent study, the City and Developer agree that Development of Project-P1 by the Developer exceeds the Developer's pro rata share; that is, it exceeds the Developer's responsibility to mitigate the Subdivisions' impacts on the City's wastewater system. Accordingly, the Developer is entitled to be reimbursed the NTE Amount following Final Completion of Project-P1. The City will reimburse the NTE Amount and simple interest in accordance with the following:

4.4.1 Initial Payment. Within sixty days of Final Completion the City will pay the Developer One Million Five Hundred and 00/100 Dollars ($1,500,000.00).

4.4.2 Subsequent Payments. The City shall make minimum payments to Developer in the amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) no less frequently than every six months following the Initial Payment. Payments shall be first applied to accrued interest.

4.4.3 Maturity and Final Payment. The City shall pay in full the balance of the NTE Amount and any accrued and unpaid interest no later than the seventh anniversary of the Initial Payment. The City may elect to pay the obligation off earlier than the term of this Agreement, without any penalty or additional interest.

4.4.4 Interest calculation. Interest will begin to accrue 60 days after Final Completion and be computed on the basis of the actual number of days in a given year and the actual number of calendar days during the applicable period (Actual/Actual), calculated by multiplying the unpaid principal balance of the NTE Amount by the interest rate, which shall be 4.75% per annum, and dividing the result by the number of days in a given year to determine the per diem charge for the applicable period, and then multiplying the per diem charge by the actual number of calendar days elapsed in the applicable period. The applicable period shall commence the date of (i) 60 days after Final Completion; or (ii) the date after payment is applied to the NTE Amount and shall end the date a payment is made by the City to the Developer reducing the NTE Amount. Interest is simple and shall not compound.

4.4.5 Source of Funds. The City intends to use GFC charges collected from within the LTSA for reimbursement of this obligation. Regardless, the City may budget general funds, Wastewater GFCs collected, request or obtain grant funding, or obtain other funds in its sole discretion and utilize such funds to reimburse all or a portion of the NTE Amount at any time in its sole and absolute discretion, with no pre-payment penalty.

4.5 Annexation Covenants. Simultaneous with the execution of this Agreement, Developer shall execute annexation covenants and waivers for each parcel within the Subdivisions, in substantial conformance with Exhibit E.

4.6 Utility Service Charges. Nothing in this Agreement affects the City's right to charge applicable general facility charges, or for any other utility services, to include without limitation monthly utility rates, special connection fees, meter fees, inspection fees and other fees as stated in the SMC or applicable rules and regulations.

4.7 GFC Charges. GFC Charges shall be paid by all properties within the LSTA, including for each unit all of the Subdivisions, as established in chapters 13.03 and 13.04 SMC, which may be amended from time to time.

5. DEFENSE OF CLAIMS

In the event a claim is asserted, or an action commenced by a third party with respect to this Agreement or development of Project P1, the parties agree that they shall cooperate in the defense of such lawsuit or claim as follows:

5.1 Notice. Each party shall give written notice to the other Party of any notice of claim or service of a lawsuit that the party reasonably believes may be subject to the indemnity or shared defense provisions of this Agreement. Such notice shall be given within five days after receipt of the notice of claim, or service of a lawsuit.

5.2 Joint Defense. The parties to this Agreement have concluded that they have certain common interests in connection with defending against (1) any lawsuit alleging a failure to comply with local, state, or federal law concerning development of the Project P1; or (2) any lawsuit alleging that a subsequent rule should be made applicable to development of the Project P1. In such an event, the parties agree to enter into a Joint Defense Agreement.

5.3 Indemnification. Developer shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for a claim asserting personal injury or property damage resulting from or by reason of, the construction of the Project-P1, unless caused directly or indirectly by the City's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

_____ _____

Developer's Initials City's Initials

5.4 Insurance Requirements. Developer, or Developer's general contractor if appropriate, shall procure and maintain the insurance described in the subsections below from the commencement of construction of the Pump Station through final acceptance by the City:

(i) Builders All Risk Comprehensive Coverage. Developer, or Developer's general contractor if appropriate, shall purchase and maintain Builders Risk insurance covering interests of the City and the Developer in the Pump Station. Builders Risk insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance shall include coverage for temporary buildings; debris removal; damage to materials in transit or stored offsite; mechanical or electrical breakdown/failure; loss of occupancy or business interruption costs; and, damage to electrical apparatus from electrical currents. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the Pump Station. The Builders Risk insurance shall be maintained until final acceptance of the Pump Station. Developer and the City waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the Pump Station. The policies shall provide such waivers by endorsement or otherwise.

(ii) Commercial General Liability. Developer, or Developer's general contractor if appropriate, shall carry Commercial General Liability insurance which shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability

arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. Developer shall maintain Commercial General Liability insurance regarding the Pump Station and its operations for at least three years following final acceptance of the Pump Station by the City. Such policy must provide the following minimum limits:

- $5,000,000 Each Occurrence
- $5,000,000 General Aggregate
- $5,000,000 Products & Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury each offense
- $1,000,000 Stop Gap/ Employers' Liability each accident

(iii) Automobile Liability. Developer, or Developer's general contractor if appropriate, shall carry Commercial Automobile Liability insurance that provides coverage for owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Improvement involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. Such policy must provide the following minimum limit:

- $1,000,000 Combined single limit each accident

(iv) Workers' Compensation. Developer, or Developer's general contractor and subcontractors as appropriate, shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Insurance Policies. Insurance policies required herein:

(aa) Qualifications. Shall be issued by companies authorized to do business in the State of Washington with the following qualifications:

- The insurance companies providing the required coverage must be rated no less than "A-:VII" with the latest edition of A. M. Best's Key Rating Guide.

- All insurance policies, with the exception of Workers' Compensation and of Builder's Risk shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

    - The City, its officers, elected officials, employees, agents, and volunteers; and

    - The Developer, its officers, agents and employees.

- The policies shall be issued as primary and non-contributory policies; provided, however, that the City, Developer, and general contractor(s) and subcontractors, may be insured under one (1) or more blanket insurance policies, which shall be permitted and acceptable. Any insurance, self-insurance or self-insured risk pool coverage maintained

by the City shall be in excess of Developer's insurance and shall not be contributory.

- Developer shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of Developer-provided insurance as set forth herein, except Developer shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

(bb) Attachments. To the extent reasonably available from insurers, each such policy or certificate of insurance mentioned and required in this Section shall have attached thereto:

- An endorsement to the effect that the insurance, as to anyone insured, shall not be invalidated by any act or neglect of any other additional insured.

- An endorsement pursuant to which the insurance carrier waives all rights of subrogation against the Parties.

- An endorsement pursuant to which such insurance is primary and noncontributory for those obligations imposed in this Agreement.

(cc) Verification of Coverage. Developer shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein prior to the commencement of the construction of the Pump Station or any element thereof. Failure of the City to demand such verification of coverage with such insurance requirements or failure to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Developer's obligation to maintain such insurance. The Certificate(s) of Insurance shall clearly indicate the insurance and the type, amount, and classification required.

(dd) Cancellation. Cancellation of any insurance or nonpayment by Developer of any premium for any insurance policies required by this Agreement shall constitute an event of default under the terms of this Agreement.

(ee) Adjustments. The types of policies, risks insured, coverage amounts, deductibles and endorsements may be adjusted from time to time as the City and Developer may mutually determine in writing.

5.5 Enforcement. The Developer agrees to reimburse the City for any necessary expenses, attorney fees, or costs incurred in the enforcement of any part of the indemnity or shared defense provisions of this agreement.

5.6 Reserved.

5.7 Survival. The provisions of this section shall survive the termination of this Agreement.

6. CITY OBLIGATIONS. The City agrees as follows:

6.2 The City shall conduct timely and regular review, inspections, complete all necessary certifications and accept Project-P1 subject to the terms of this Agreement.

6.3 The City shall provide timely notification to Spokane County Planning and Engineering and any other governmental agency requiring or requesting notice of the acceptance or progress of the development of Project-P1.

6.4 The City shall timely provide comments to Spokane County for any land use application or final plat approval confirming that the obligations of this Agreement satisfy sewer concurrency for the Subdivisions, provided that project specific extensions and connections are made.

6.5 The City acknowledges that the Developer will be simultaneously working on and investing substantial funds in Project-P1, improvements to the Subdivisions in furtherance of obtaining final plats, and construction of homes, and because of this, time is of the essence for the City to accept Project-P1. To help reduce the duration and number of review cycles, the City, when feasible, will try to include all City-staff responsible for reviewing plans or progress in construction of Project-P1 in scheduled, direct meetings with Developer to help resolve review comments, in accordance with its standards (2024 General Special Provisions for Private Contracts (June 2024), as this may help address concerns raised by Developer regarding the duration and number of review cycles during construction. Notwithstanding the above, the Parties recognize the Developer is fully responsible for timelines in construction and will maintain construction activities to ensure Project-P1 is complete prior to any certificates of occupancy being issued.

7. MISCELLANEOUS

7.1 Term. This Agreement shall commence on the date it is fully executed by the Developer and approved by the Spokane City Council and shall be deemed terminated and of no further effect upon the earliest occurrence of (i) mutual agreement of the Parties, (ii) full payment of the NTE Amount listed herein, or (iii) twenty (20) years after Final Completion. In the event of any appeal by a third party of the City's approval of this Agreement, the Commencement Date shall be automatically extended to the date that any such appeal is finally resolved. Developer agrees to defend, hold harmless and indemnify the City from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from Developer undertaking any construction activities during such appeal.

7.2 Permitted Delays. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process of by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. The delayed party shall promptly notify the other party in writing of any delay hereunder as soon as possible after the same has been ascertained.

7.3 City Delays. If any City approvals required hereunder shall be unreasonably delayed beyond the normal time period by no fault of Developer, Developer's sole remedy shall be an extension of the term of this Agreement for a period equal to the time of the delay.

7.4 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Entry of a final judgment setting aside, voiding or annulling the adoption of the resolution or ordinance approving this Agreement and the exhaustion of all appeals; or

(b) Entry of a final judgment setting aside, voiding or annulling any material provision of this Agreement and the exhaustion of all appeals;

(c) Expiration of the twenty (20) year term; or

(d) Mutual written agreement of the Parties to terminate this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements or permits approved for the Subdivisions. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

7.5 Relationship of Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Developer is an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

7.6 Dispute Resolution. In the event of a dispute among the Parties regarding matters under this Agreement, each Party shall give written notice of its concern(s) to the other Party. The Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that the relevant concerns are not resolved within sixty (60) calendar days from the original written notification (or such other time period agreed to by the Parties), the dispute may then be resolved through litigation in a court of competent jurisdiction. The prevailing party in such action shall be entitled to an award of its costs and expenses incurred in litigation including attorneys' fees.

7.7 Notices. All notices under this Agreement shall be in writing and shall be effective when (i) personally delivered; (ii) three days after deposit in the United States mail first-class, as registered or certified mail, postage prepaid, return receipt requested; (iii) the day the notice is emailed, if emailed prior to 5:00 p.m. PT; or (iv) if emailed after 5:00 p.m. PT then it shall be effective the next business day. Notices shall be sent to the following representatives of the parties at the addresses indicated below:

To Developer: Michael T. Kinney
via email only: sakinney@me.com

and to: Whipple Consulting Engineers, Inc.

Attn: Todd Whipple
21 South Pines Road
Spokane Valley, WA 99206
Email: toddw@wipplece.com
Phone: 509-893-2617

Winston & Cashatt, Lawyers
Attn: Elizabeth A. Tellessen
601 W. Riverside Ave., Ste. 1900
Spokane, WA 99201
Email: eat@winstoncashatt.com
Phone: 509-838-6131

To City: City of Spokane Public Works Division
W. 808 Spokane Falls Blvd, Fl 2
Spokane, WA 99201
Phone: 509-625-6505

and to: Director
Wastewater Management
909 E. Sprague Avenue
Spokane, WA 99202
Phone: 509-625-7900

Spokane City Attorney's Office
W. 808 Spokane Falls Blvd, Fl 5
Spokane, WA 99210
Phone: 509-625-6225

Either party may change its address or include the address of a successor or assignee by giving notice in writing to the other party.

Every two years from the date the contract is executed, the Developer entitled to reimbursement under this section must provide the City with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the Developer fails to comply with the notification requirements of this subsection within (60) sixty days of the specified time, then the City may collect any reimbursement funds owed to the property owner under the contract. The funds collected under this subsection must be deposited in the capital fund of the municipality.

7.8 Entire Agreement. This Agreement is complete and sets forth and contains the entire understanding and agreement of the parties, subject to and incorporating by reference of the voluminous plans and specifications for the Pump Station, including but not limited to the Design Memo, as presently or hereafter approved by the City and contained in the City's records; there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations,

understandings or covenants-shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

7.9 Amendments. This Agreement may only be amended in writing signed by the City and the Developer. In the event that the Developer has transferred a portion of the Subdivisions to a Participating Builder, the Participating Builder and the City may amend this Agreement, with the written consent of the Developer, which shall not be unreasonably withheld.

7.10 Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane County Auditor by the Developer. The Developer shall provide the City with a conformed copy after recording.

7.11 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the parties have been materially altered or abridged.

7.12 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the state of Washington. In the event of a conflict between the provisions of this Agreement and the Acceptance such conflict shall be resolved in favor of the Acceptance.

7.13 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

7.14 Singular and Plural. As used herein, the singular or any word includes the plural.

7.15 Assignment. The parties acknowledge that the Subdivisions will involve sale, conveyance, or assignment of portions of the properties to third parties who will own, develop and/or occupy portions of the property and buildings thereon. Developer shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights, or obligations under this Agreement to other parties acquiring an interest or estate in all or any portion of the Subdivisions. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

In any such transfer or assignment, if the transferee or assignee agrees in writing to assume the obligations herein then the transferee or assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Developer who has so transferred or assigned its rights, shall thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that such Developer shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party.

7.16 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

7.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

7.18 Drafting of Agreement. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof of the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

7.19 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

7.20 Review and Consultation. The Parties acknowledge that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and understood the terms of the Agreement and have been given an opportunity to consult with their respective counsel prior to executing this Agreement.

7.21 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

7.22 Bankruptcy. If any provision of this Agreement is affected by any future proceeding in bankruptcy, the parties shall jointly apply to the Bankruptcy Court for withdrawal to the Spokane County Superior Court for resolution of the matter.

7.23 Non-Enforcement not Waiver. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

7.24 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, acceptance, or approval of the Development, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance.

7.25 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

CITY OF SPOKANE

By_____ _____

Mayor Date

Attest:

By_____ _____

Clerk Date

Approved as to form:

_____

Assistant City Attorney Date: _____

SUNDANCE MEADOWS, LLC
a Washington limited liability company

_____
By: Michael T. Kinney
Its: Governor

MIKE AND SUE ANN, LLC
a Washington limited liability company

_____
By: Michael T. Kinney
Its: Governor

SUE ANN, INC.
a Washington corporation

_____
By: Michael T. Kinney
Its: Governor

NEED SIGNATURE LINES FOR ALL OWNERS OF PROPERTY SUBJECT TO THIS AGREEMENT

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Michael T. Kinney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged it as the Governor of SUNDANCE MEADOWS, LLC, SUE ANN, INC., and MIKE AND SUE ANN, LLC to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)

_____
(Print Name)
NOTARY PUBLIC In and For the State of Washington residing at _____
My Commission Expires: _____

Date: _____

DKH, INC.
a Washington corporation

_____
By: Mark Hagenbaugh
Its: Governor

MARK & DANA, LLC
A Washington limited liability company

_____
By: Mark Hagenbaugh
Its: Governor

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Mark Hagenbaugh is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged it as the Governor of DKH, INC. and MARK & DANA., LLC to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)

_____
(Print Name)
NOTARY PUBLIC In and For the State of Washington residing at _____
My Commission Expires: _____

Date: _____

SUNVEST, LLC
a Washington limited liability company

_____
By: Michael B. Kinney
Its: Governor

MIKE & MEGAN, LLC
a Wahington limited liability company

_____
By: Michael B. Kinney
Its: Governor

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Michael B. Kinney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged it as the Governor of SUNVEST, LLC and MIKE & MEGAN, LLC to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)

_____
(Print Name)
NOTARY PUBLIC In and For the State of Washington residing at _____
My Commission Expires: _____

EXHIBIT A—Legal Descriptions

EXHIBIT B—Pump Station Illustration

EXHIBIT C—Opinion of Probable Cost

EXHIBIT D

Phasing Table

Phase	Development Boundary	Peak Flow Min. (gpm)	Peak Flow Max. (gpm)	# of SFDU Allowed	Pump Size	Wet Well (WW) Size & Storage Depth	Force Main Usage *
1	SPV	0	118	0 – 209	72 HP	10' x 20' WW 3.0' Storage	4" HDPE
2	SPV	118	680	209 – 1,510	72 HP	10' x 20' WW 3.0' Storage	10" HDPE
3	LTSA	680	1,035	1,510 – 3,065	160 HP	10' x 20' WW 6.0' Storage	10" HDPE
4	LTSA	1,035	1,700	3,065 – 5,035	160 HP	10' x 20' WW 9.0' Storage	14" HDPE
5	LTSA	1,700	1,823	5,035 – 5,400	160 HP	10' x 20' WW 9.0' Storage	10" HDPE & 14" HDPE

* HDPE sizes are O.D. to account for pipe thickness, DR-11

EXHBIT E—Annexation Covenant

EXHIBIT “F” – LSTA Illustration

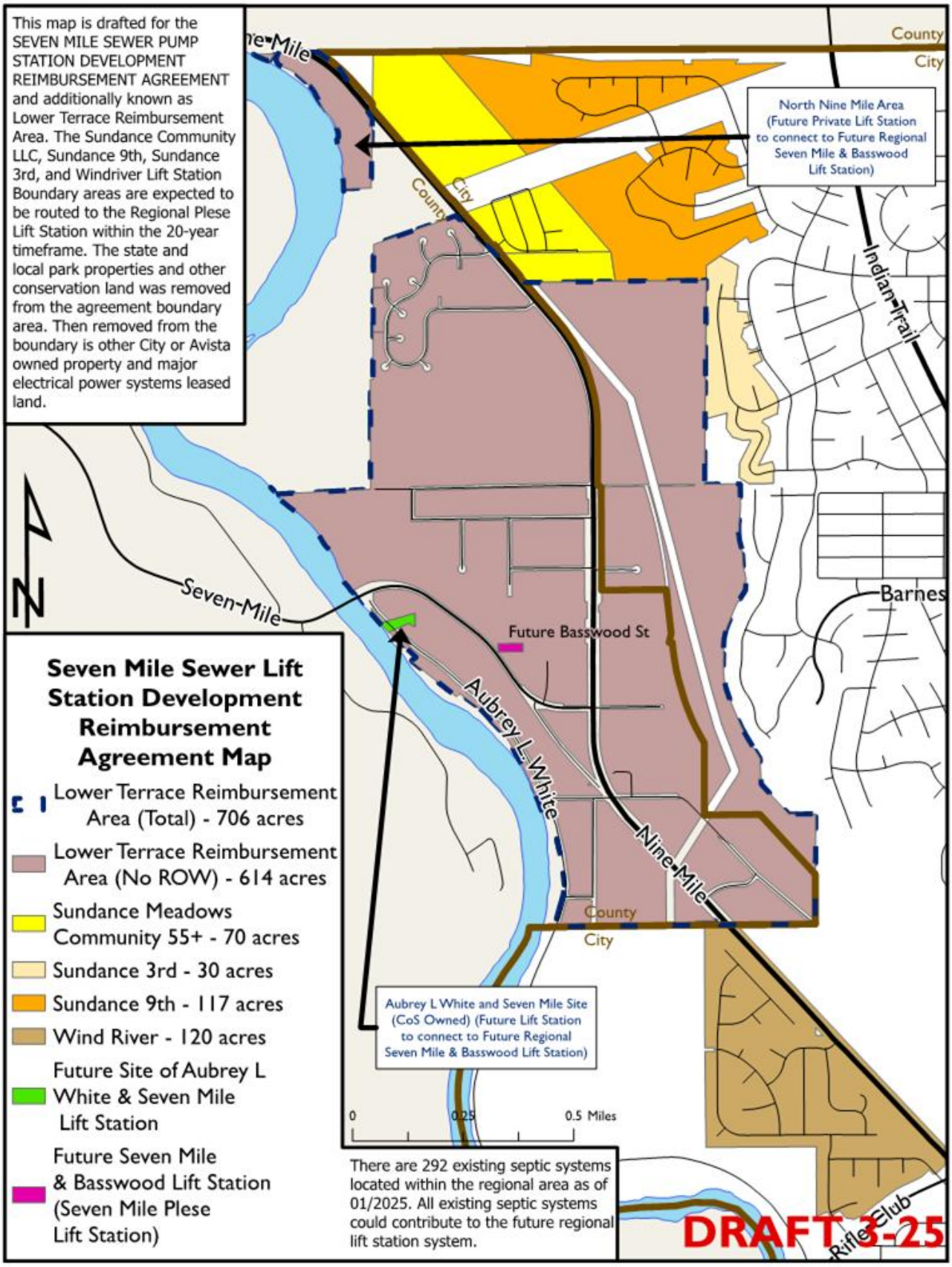
This map is drafted for the SEVEN MILE SEWER PUMP STATION DEVELOPMENT REIMBURSEMENT AGREEMENT and additionally known as Lower Terrace Reimbursement Area. The Sundance Community LLC, Sundance 9th, Sundance 3rd, and Windriver Lift Station Boundary areas are expected to be routed to the Regional Plese Lift Station within the 20-year timeframe. The state and local park properties and other conservation land was removed from the agreement boundary area. Then removed from the boundary is other City or Avista owned property and major electrical power systems leased land.
County
City
North Nine Mile Area (Future Private Lift Station to connect to Future Regional Seven Mile & Basswood Lift Station)
Indian Trail
Barnes
Seven-Mile
Future Basswood St
Aubrey L White
Nine Mile
Aubrey L White and Seven Mile Site (CoS Owned) (Future Lift Station to connect to Future Regional Seven Mile & Basswood Lift Station)
0
0.25
0.5 Miles
Seven Mile Sewer Lift Station Development Reimbursement Agreement Map
Lower Terrace Reimbursement Area (Total) - 706 acres
Lower Terrace Reimbursement Area (No ROW) - 614 acres
Sundance Meadows Community 55+ - 70 acres
Sundance 3rd - 30 acres
Sundance 9th - 117 acres
Wind River - 120 acres
Future Site of Aubrey L White & Seven Mile Lift Station
Future Seven Mile & Basswood Lift Station (Seven Mile Plese Lift Station)
There are 292 existing septic systems located within the regional area as of 01/2025. All existing septic systems could contribute to the future regional lift station system.
Rifle Club
DRAFT 3-25

EXHIBIT F – Procurement Process Summary

1. Selection of Engineering Team.

Developer has retained Whipple Consulting Engineers, Inc. to prepare design documents for the Project.

2. Construction Services.

(a) If Developer elects to engage a general contractor then the Developer shall interview general contractors with experience in successfully constructing municipal sanitary sewer pump stations of similar scale. The Developer based upon the interview and other relevant considerations shall retain a general contractor to perform the requested work.

(b) Following completion of the design documents, the Developer or general contractor shall solicit bids from subcontractors to construct Project-P1. Subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the general contractor, shall be selected for the work. The Developer or general contractor may self-perform work provided it performs the work at costs equal to or below bids received from subcontractors.

3. Prevailing Wages and Retainage.

Prevailing wages shall be paid laborers and a 5% retainage shall be withheld from the NTE Amount according to state law.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/22/2025

Date Rec'd	8/14/2025		
Clerk's File #	ORD C36755		
Cross Ref #			
Project #			
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)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DIRECTOR OF ACCOUNTING AND ACCOUNTING DEPARTMENT CODE CLEANUP		

Agenda Wording

An ordinance related to the Director of Accounting and the Accounting Department; correcting department and position titles

Summary (Background)

This ordinance corrects the position title for the Director of Accounting and updates the department title to the Accounting Department instead of the Accounting and Grants Department.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	MCDANIEL, ADAM		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List	

ORDINANCE NO C36755

An ordinance related to the Director of Accounting and the Accounting Department; correcting department and position titles; amending sections 03.01A.215, 03.04.060, 03.04.120, 03.04.250, 03.05.040, 03.05.110, 03.07.030, 07.03.020, and 17D.080.050; and repealing Section 03.07.160 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.215 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.215 Accounting ((~~and Grants~~)) Department

The Accounting ((~~and Grants~~)) Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the close out of grants and financial assistance awards. The ((~~department~~)) Accounting Department is managed by the Director of Accounting.

Section 2. That Section 03.04.060 of the Spokane Municipal Code is amended to read as follows:

Section 03.04.060 Payroll Certification

Each department head or designated supervisor indicates on each time card the absence of an employee with pay because of sickness. The ((~~accounting and grants department~~)) Accounting Department ((~~has the duty to~~)) shall ensure that no payment is made to an employee for absence exceeding the current accrual.

Section 3. That Section 03.04.120 of the Spokane Municipal Code is amended to read as follows:

Section 03.04.120 Maintaining Records

The ((~~department of accounting and grants~~)) Accounting Department has the responsibility to maintain the official City records of accumulated sick leave for all departments.

Section 4. That Section 03.04.250 of the Spokane Municipal Code is amended to read as follows:

Section 03.04.250 Maintaining Records

The ((~~accounting and grants department~~)) Accounting Department has the responsibility to maintain the official City records of accrued vacation leave for all departments.

Section 5. That Section 03.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.040 Contributions

A. The normal rates of contributions of members are those adopted by the board, subject to the approval of the City Council. The rates so adopted remain in full force and effect until revised or changed by the board in the manner provided in chapter 4.14 SMC.

1. Contributions by Members.

   Prior to January 1, 2009, each member shall contribute six and seventy-two one-hundredths percent (6.72%) of the member's compensation. Effective January 1, 2009, the rate of contribution was prospectively increased to seven and seventy-five hundredths percent (7.75%). Effective September 1, 2014, the rate of contribution is prospectively increased to eight and twenty-five hundredths percent (8.25%). Effective December 17, 2017, the rate of contribution is prospectively increased to nine percent (9.00%). Although designated as employee contributions that reduce the member's salary, the City government (and, where applicable, SREC and SPFD), as the employer, shall pay such contributions to the retirement fund pursuant to Internal Revenue Code section 414(h). The member will not have an option of choosing to receive the contributed amounts directly instead of having them paid by the City government (and, where applicable, by SREC and SPFD) to the retirement fund. The picked-up contributions will be included as Social Security wages up to the Social Security wage base, and will also be included in calculating the member's final compensation. It is contemplated that the aggregate normal contributions made by the City (and SREC and SPFD) into the retirement fund will be enough to properly fund the retirement benefits payable hereunder.

2. Contribution by the City Government.

   The City government will make contributions in an amount that matches the members' (other than SREC Members' and SPFD Members') in-lieu contributions. SREC will make contributions in an amount that matches the SREC Members' in-lieu contributions. SPFD will make contributions in an amount that matches the SPFD Members' in-lieu contributions.

3. Contribution Rate Review

   In the event that an official actuarial report for a given fiscal year, prepared

at the direction of the board, indicates that the Actuarially Determined Employer Contribution Rate (within the meaning of GASB) is greater than the City's (and SREC's and SPFD's) contributions, the City shall, subject to approval by the board and City Council, prospectively increase both the employee contribution rate and the City's (and SREC's and SPFD's) matched contribution rate by up to 1.00% of the member's compensation without further bargaining unit negotiation. Increases are limited to once per fiscal year. In the event that an official actuarial report for a given fiscal year, prepared at the direction of the Board, indicates that the retirement system is fully funded (within the meaning of GASB), the City may, subject to approval by the board and City Council, prospectively decrease both the employee contribution rate and the City's (and SREC's and SPFD's) matched contribution rate by up 1.00% of the member's compensation without further bargaining unit negotiation. Decreases are limited to once per fiscal year.

B. Subject to the provisions of this chapter and chapter 4.14 SMC, the board certifies to the head of each office or department the normal rate of contribution for each member provided for in subsection (A) of this section. The head of the department applies such rate of contribution to the compensation of each and every payroll; and each of said in-lieu amounts are paid by the ((~~director of accounting and grants~~)) Director of Accounting into the ((~~retirement fund~~)) Retirement Fund, hereinafter provided for, and are credited by the board, together with contribution interest, to an individual account of the member for whom the contribution was made. Contribution interest is credited to each individual account at such periods as the board may determine. Any in-lieu payments contributed by the City (and SREC) are fully and immediately vested for the benefit of the employee immediately upon payment into the retirement fund.

C. The ((~~director of accounting and grants~~)) Director of Accounting transfers to the ((~~retirement fund~~)) Retirement Fund an amount equal to the aggregate normal contributions as soon as administratively practicable following each payroll period**.**

Section 6. That Section 03.05.110 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.110 Administration of Social Security Act

A. The ((~~director of accounting and grants~~)) Director of Accounting is designated as the officer to administer such accounting, reporting, and other functions as are required for the effective operation for extending the Federal Old Age and Survivors Insurance program to members of the retirement system approved by said employees on June 5, 1956. The ((~~director~~)) Director of Accounting shall make such reports in such form and containing such information as the governor from time to time may require, and shall comply with such provisions as the governor or the secretary of health, education and welfare of the United States may from time

to time find necessary to assure the correctness and verification of such reports. The governor is authorized to terminate said plan if it is found that there has been failure to comply substantially with its provisions, such termination to take effect at the expiration of such notice and on such conditions as may be provided by regulations of the governor consistent with the provisions of the Social Security Act.

B. The ((~~director of accounting and grants~~)) Director of Accounting deducts from the salary of each employee and elected official the amount of tax imposed by the Federal Insurance Contributions Act, and the amount so deducted from such salaries shall be paid into the contributions fund as provided in chapter 4, Laws of Washington, extraordinary session, 1955, section 4(1). Failure to make such deductions does not relieve the employees or elected officials from liability for such deductions.

Section 7. That Section 03.07.030 of the Spokane Municipal Code is amended to read as follows:

Section 03.07.030 Deposit of Salary Warrants

An employee of the City may, in writing, authorize and direct the ((~~accounting and grants department~~)) Accounting Department to deposit his payroll warrant directly to ((~~his~~)) their financial institution account. The ((~~division director of finance, treasury and administration~~)) Chief Financial Officer or their designee has the authority to prescribe the regulations and arrange the agreements with the financial institutions to accomplish direct deposit of warrants under the section.

Section 8. That Section 03.07.160 of the Spokane Municipal Code is hereby repealed.

Section 9. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

A. The amount of any imprest fund shall not exceed the amount fixed in the table below:

Department	Amount not to exceed
Accounting ((~~and Grants~~)) Department Imprest Fund	$1,000.00
City Attorney Imprest Fund	$1,000.00
Development Services Center Imprest Fund	$1,500.00
My Spokane Imprest Fund	$4,800.00
Parks and Recreation Imprest Fund	$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	$25,000.00
Risk Management Imprest Fund	$300,000.00

Solid Waste Collection Department Imprest Fund	$200.00
Solid Waste Disposal Department Imprest Fund	$9,000.00
Spokane Fire Department Imprest Fund	$700.00
Spokane Municipal Court Imprest Fund	$1,300.00
Spokane Municipal Court Imprest Fund – Parking Violations	$300.00
Spokane Police Department Imprest Fund – Administration	$1,500.00
Spokane Police Department Imprest Fund – Investigations	$60,000.00
((~~Spokane Police Department Imprest Fund - Patrol Anti-Crime Team (PACT)~~))	((~~$10,000.00~~))
Spokane Police Department Imprest Fund – Records	$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	$20,000.00
Spokane Public Library – Imprest Fund	$3,000.00
Spokane Public Library – Travel Expense Cash Advance Fund	$10,000.00
Street Department Imprest Fund	$500.00
Water and Hydroelectric Services Department Imprest Fund	$1,000.00

B. The Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

Section 10. That Section 17D.080.050 of the Spokane Municipal Code is amended to read as follows:

Section 17D.080.050 Grant of Authority to Impose Fees

A. The ((~~departments of construction services~~)) Development Services Center, ((~~planning~~)) Planning and Economic Development Services Department, ((~~transportation~~)) Public Works Division, ((~~fire~~)) Fire Department, and ((~~parks and recreation~~)) Parks and Recreation Division are authorized to impose impact fees on development pursuant to state law.

B. The impact fees:

1. are only imposed to mitigate a direct impact upon public facilities that has been identified as a consequence of the proposed development.

2. may not exceed a proportionate share of the cost of the public facilities that are reasonably related to the development.

3. are used for public facilities that will reasonably benefit the development.

4. are not used to correct existing deficiencies.

5. are not imposed to mitigate the same off-site direct impacts that are being mitigated pursuant to any other law or City requirement.

6. are held in a reserve account and may only be expended to fund the construction of public facilities agreed to be necessary to mitigate the identified direct impacts.

7. must be expended within five years of collection.

C. Any payment not so expended is refunded with interest, at the rate applied to judgments, to the property owners of record at the time of the refund; however, if the payment is not expended within five years due to delay attributable to the developer, the payment is refunded without interest.

D. The ((~~departments of construction services, planning, fire, and parks and recreation,~~)) Development Services Center, Planning and Economic Development Services Department, Public Works Division, Fire Department, and Parks and Recreation Division along with the ((~~department of accounting and grants~~)) Accounting Department, are instructed and authorized to adopt administrative rules to implement this chapter.

Section 11. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 12. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: August 25, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Paul Dillon, Chair – Finance & Administration Committee

RE: Accounting Department | Director of Accounting Code Cleanup

Executive Summary

I. **Background**: The Spokane Municipal Code currently refers to the Accounting Department as the Accounting and Grants Department. These two functions are separated under the Finance Division. The Director of Accounting is the Accounting Department's department head. This position is referred to the Director of Accounting and Grants throughout some sections in the municipal code.

II. **Issue**: The City Council adopted Ordinance C36625 to change the position title for the Director of Accounting in SMC 03.01A.215, however there are other instances throughout the SMC where this position and departmental title are inaccurate.

III. **Policy Recommendations**

The Council should adopt an ordinance to correct this position and departmental title throughout the Spokane Municipal Code.

Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 03.01A.215
Section 2. Amends SMC Section 03.04.060
Section 3. Amends SMC Section 03.04.120
Section 4. Amends SMC Section 03.04.250
Section 5. Amends SMC Section 03.05.040
Section 6. Amends SMC Section 03.05.110
Section 7. Amends SMC Section 03.07.030
Section 8. Repeals SMC Section 03.07.160

Section 9. Amends SMC Section 07.03.020
Section 10. Amends SMC Section 17D.080.050
Section 11. Severability
Section 12. Clerical Errors

Section 1. Amends Section SMC 03.01A.215 (Accounting and Grants)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 2. Amends Section SMC 03.04.060 (Payroll Certification)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 3. Amends Section SMC 03.04.120 (Maintaining Records)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 4. Amends Section SMC 03.04.250 (Maintaining Records)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 5. Amends Section SMC 03.05.040 (Contributions)

- Updates the title of the director from the Accounting and Grants Director to the Director of Accounting.

- Makes capitalization corrections.

Section 6. Amends Section SMC 03.05.110 (Administration of Social Security Act)

- Updates the title of the director from the Accounting and Grants Director to the Director of Accounting.

Section 7. Amends Section SMC 03.07.030 (Deposit of Salary Warrants)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

- Updates reference to "division director of finance, treasury and administration" to Chief Financial Officer or their designee

Section 8. Repeals Section SMC 03.07.160 (Credit Card Allowable Expenditures)

- This section is unnecessary with the adoption of SMC 07.06.097 and conflicts with current administrative policy.

Section 9. Amends Section SMC 07.03.020 (Amount)

DRAFT

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

- This section also makes a technical correction that was not caught by staff with the recent adoption of the Ordinance C36722. This ordinance was intended to combine the imprest funds of the Spokane Police Department – Investigations with the Spokane Police Department – Patrol Anti-Crime Team (PACT) as this team no longer exists. This section makes that correction.

Section 10. Amends Section SMC 17D.080.050 (Grant of Authority to Impose Fees)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

- Updates the departmental titles of "departments of construction services (Development Services Center), "planning" (Planning and Economic Development Services Department), "transportation" (Public Works Division), "fire" (Fire Department), and "parks and recreation" (Parks and Recreation Division).

Section 11. Severability

- Standard severability language.

Section 12. Clerical Errors

- Standard clerical errors language.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36732		
Cross Ref #			
Project #			
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		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART		

Agenda Wording

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

Summary (Background)

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO C36732

An ordinance renaming the "Housing Local Sales Fund" to the "HEART Fund," adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 of the Spokane Municipal Code.

WHEREAS, in 2020, after a community campaign led by numerus community groups, the Spokane City Council adopted Ordinance C35982 imposing a sales and use tax for the construction, acquisition, and rehabilitation of affordable housing and housing-related supportive services, as authorized by the Washington State Legislature via House Bill 1590 (2019); and

WHEREAS, in addition to authorizing a sales and use tax, Ordinance C35982 established funding priorities, imposed a sunset date at which the tax would expire absent City Council action to renew or reauthorize the tax; and established an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from the tax and periodically report on the effectiveness of the allocation of those dollars; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, in 2023 the Spokane City Council passed Ordinance C36401 to further emphasize the funding prioritization with respect to the construction and of new units of affordable housing by increasing the stated minimum allocation requirement for construction or acquisition of affordable housing from 60% to 75%; and

WHEREAS, the Spokane City Council passed Resolution 2025-0015 in March of 2025 adopting the Land Capacity Analysis, which outlines the residential unit and population capacity of the City through 2046 and is a required step of the periodic update to the Comprehensive Plan pursuant to the Growth Management Act (RCW 36.70A.115); and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) HEART Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "HEART Fund" into which shall be deposited funds generated from the 0.1% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ HEART

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ((~~; Notification to and Collection by the State Department of Revenue~~)) HEART Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 ((~~,~~)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)) The tax authorized by this section shall be known as the HEART Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes described in RCW 82.14.530, with a minimum of ((~~seventy-five percent (75%)~~)) seventy percent (70%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing

structure, and facilities providing housing-related services or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or

3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

    a. Persons with behavioral health disabilities; or

    b. Veterans;

    c. Senior citizens;

    d. Persons who are homeless or at-risk of being homeless, including families with children;

    e. Unaccompanied homeless youth or young adults;

    f. Persons with disabilities; or

    g. Domestic violence survivors.

Each year the foregoing uses may constitute less than seventy percent (70%) of the annual revenues collected under this chapter with council approval via a resolution that (1) sets forth the actual percentages allocated to the proposed uses of revenues and (2) approves the proposed use of funds as allocated.

B. The remainder of the moneys collected under this chapter must be used for (1) the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability, (2) the Legal Services and Relocation Fund, in the amounts and for the purposes set forth in section 07.08 158 of this code.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than March 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, reduces disparities in housing, and achieves equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

((~~D.~~)) E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

((~~E.~~)) F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

((~~F.~~)) G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

((~~G.~~)) H. No more than ((~~two and one-half~~)) ten percent (((~~2.5%~~))) (10%) of the revenues collected under the authority of this chapter may be used for staff and administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or

delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, its impact in addressing housing disparities, its impact on historically excluded communities, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization. Recommendations to the City Council for awards shall include, at a minimum, copies of the Notice of Funding Availability (or similar notices), copies of applications of parties recommended for awards, scoring materials, and staff reports related to the awards. All such materials may be redacted consistent with the Washington Public Records Act (RCW 42.56) prior to submission to the City Council.

F. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

G. The Community, Housing and Human Services Department shall provide a biennial updated report to the City Council on racial disparities in housing, program delivery, data of people served (disaggregated by race/ ethnicity and identified

groups in Section 08.07C.030), program improvements, and ongoing policy obstacles to achieving the goal of HEART.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 8. Clerical Changes. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36733		
Cross Ref #			
Project #			
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		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM		

Agenda Wording

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

Summary (Background)

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

ORDINANCE NO. C36733

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21 Affordable Housing Permit Fee Deferrals Program
08.21.010 Purpose
08.21.020 Definitions
08.21.030 Project Applicability
08.21.040 Application Process
08.21.050 Application Review
08.21.050 Permit Fees Eligible for Deferral
08.21.060 Permit Fees Due
08.21.070 Placement of Lien
08.21.080 Program Administration

Section 08.21.010 Purpose

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

Section 08.21.020 Definitions

Term	Definition
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.21.030.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever

	there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15, so long as the project includes affordable housing units;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. HEART Program set forth in SMC 08.07C;
4. Parking 2 People Program provided in SMC 08.07D; or
5. Commercial Conversion Program provided in SMC 08.07E.
6. Home Investment Partnership Program (HOME) (Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625))

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
2. A description of the affordable housing project and site plan;
3. A statement of the expected number of affordable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	**Spokane Municipal Code Reference**
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36738
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT 625-6210
Contact E-Mail	CWRIGHT@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: ORDINANCE AMENDING COUNCIL MEETING DAY

Agenda Wording

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance. Regular council meetings have been held on Mondays of each week since at least 1960. On December 9, 2024, the City Council adopted Resolution 2024-0119 which, in addition to adopting council rules for the year 2025, also stated the council's intent to consider changing the regular meeting date starting in year 2026 and recognizing such a change should not occur without ample opportunity for public input. The ordinance currently leaves the meeting day blank and allows for council discussion and amendment prior to adoption of the ordinance.

What impacts would the proposal have on historically excluded communities?

None identified, although it is believed that moving the regular council meeting day will be in the best interests of city employees, council members and their staff, and the citizens of Spokane, including 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?

See response above. The council expects that, if approved, the ordinance will generate considerable community conversation after its adoption and during its implementation in year 2026. That community input will inform council decision whether to continue with a new regular meeting day.

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

See response above.

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?

Section 10 of the City Charter provides that the city council establishes its regular meeting days.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36738

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, pursuant to Section 9.B of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance; and

WHEREAS, regular council meetings have been held on Mondays of each week since at least 1960; and

WHEREAS, in Resolution 2024-0119, adopted on December 9, 2024, the City Council recognized there was merit in moving regular council meetings from Monday night, but also expressed its view that such a significant change should not occur without ample opportunity for public input; and

WHEREAS, in Resolution 2024-0119 the City Council further stated that implementing any change in council meeting days should be scheduled for 2026, after sufficient planning to ensure the transition from Monday nights is smooth and accompanied by corresponding changes to the Spokane Municipal Code; and

WHEREAS, the City Council has reviewed the relative merits of moving council meeting days, and finds that moving the regular meeting day to **[[_____]]** of each week will be in the best interests of city employees, council members and their staff, and the citizens of Spokane;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 02.01.010 of the Spokane Municipal Code is amended as follows:

Section 02.01.010 Time & Place

A. Regular legislative meetings of the City Council shall be held at three-thirty p.m. on ((~~Monday~~)) **[[_____]]** each week in the City Council Chambers located in the lower level of City Hall at 808 West Spokane Falls Boulevard. When a ((~~Monday~~)) **[[_____]]** is a legal holiday according to City ordinance, then

the meeting may be held on the next succeeding day which is not a City holiday, or may be cancelled at the discretion of the Council President.

B. The regular legislative meeting shall consist of an agenda review followed by an executive session, if necessary, followed by a recess until six p.m., followed by a legislative and hearings session.

C. The City Council may hold a study session(s) intended to provide the Council with background information and briefing from the Mayor or the Mayor's designee and selected other persons regarding forthcoming agenda matters or other items as necessary, when proper notice of the meetings has been given.

D. An executive session may be called at any time during a regular or special meeting of the City Council as provided in RCW 42.30.110.

E. The City Council may conduct a regular City Council meeting as a "town hall" meeting, which shall be cablecast on Channel 5 or online through the City of Spokane website and may be held outside of the regular meeting location at City Hall. Legislative business may be minimized or suspended during town hall meetings.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 3. Effective Date. This ordinance shall go into effect on January 1, 2026 or the effective date set by Section 19 of the City Charter, whichever is later.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____

Approved as to form:

_____
City Attorney

_____

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/20/2025
		Clerk's File #	ORD C36752
		Cross Ref #	
Council Meeting Date: 09/22/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE CONCERNING ADOPTION OF PUBLIC RULES BY THE CITY OF		

Agenda Wording

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code

Summary (Background)

The City's administrative policy for drafting policies and procedures (Admin 0325-18-1) includes provisions for public rules. They are defined as: "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]" The same administrative policy briefly described the adoption process for public rules, and implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. Various rule-making authorizations scattered throughout the municipal code. The authorizing language can vary with each provision of the code. The concept of a "public rule" is essentially a creation of administrative policy. The City's website lists eight public rules, most concerning utility rates. A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges. However, it is not easy to determine the actual number of rules of general application to the public because not all rules are styled as "public rules." An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist. The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter,

and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. The basic elements of the ordinance are: • Provides to City Departments Authorization to Enact Public Rules of General Applicability. The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process. • Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public. • Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies. The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances. • Includes Provisions For Emergency Rules. The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review. • Addresses Existing Public Rules. As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such rule.

What impacts would the proposal have on historically excluded communities?

No impacts specific to historically excluded communities, but like all residents of the city, members of historically excluded communities will benefit from a public rule process that is uniform and transparent.

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?

There is no plan to collect data on the effect of the ordinance.

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

There is no plan to collect data on the effect of the ordinance.

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

The proposal aligns with the legislative powers of the City Council under the City Charter, as well as state law with respect to public records.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Some fiscal impact is assumed while departments review their existing rules and determine whether any rules must be revised and approved by city council consistent with the new provisions for public rules. That impact has not been quantified.

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**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORDINANCE NO. C36752

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code.

WHEREAS, pursuant to Section 25 of the Spokane City Charter, the city council has the authority to create administrative departments of the City and to define the "rights, powers, and duties of the departments" by ordinance; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, depends on the ability of each department to promulgate internal policies and procedures; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, also depends on the ability of each department to promulgate rules of general applicability that apply to members of the public; and

WHEREAS, Washington's Public Records Act (RCW 42.56.040) requires that municipalities publish "[s]ubstantive rules of general applicability adopted as authorized by law, and statements of general policy or interpretations of general applicability," and further provides that such policies may not be enforced against the general public unless properly published; and

WHEREAS, the Public Records Act (RCW 42.56.070) further provides each municipality maintain an index for public viewing "statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;" as well as "[a]dministrative staff manuals and instructions to staff that affect a member of the public;" and

WHEREAS, the process for adopting rules by the City of Spokane is currently set forth in that administrative policy and procedure numbered "Admin 0325-18-1" and titled "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (hereafter "Standardization Policy"); and

WHEREAS, under the Standardization Policy the term "Public Rules and Regulations" is defined as:

" 'Public Rules and Regulations' as required by the Spokane Municipal Code, are

> any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code,"
>
> (hereafter the "Public Rule Definition); and

WHEREAS, the Public Rule Definition by its terms is not confined to internal operations of the City, but is applicable to the general public, and includes penal measures that can result in the imposition of a fee or fine, or result in the loss of certain vocational or commercial rights, or otherwise affect the public ability to challenge certain determinations by city officials with respect to certain individuals; and

WHEREAS, only a few City entities, including the Spokane Park Board the Civil Service Commission, are explicitly authorized by the City Charter to promulgate rules; and

WHEREAS, the Spokane Municipal Code does not consistently regulate the promulgation of public rules across City departments and divisions; and

WHEREAS, neither the Standardization Policy, nor the Spokane Municipal Code or the City Charter, require City Council review or approval of public rules; and

WHEREAS, the definition of a public rule set forth in the Standardization Policy omits procedures and practices relating to the confiscation, storage and disposal of personal property belonging to members of the general public; and

WHEREAS, public rules are the functional equivalent of legislation, and because the legislative function of the City is vested exclusively in the City Council and not in the Mayor or the administrative departments of the City, any administrative action meeting the "public rule" definition, whether or not denominated as such, should be adopted only after the requisite public comment process and City Council involvement; and

WHEREAS, public rules should be promulgated only by City departments, divisions or offices expressly authorized by ordinance to promulgate them; and

WHEREAS, consistent with the foregoing, it is the intent of the city council to establish a uniform and transparent process for adoption of public rules by City departments and to ensure compliance with the Public Records Act with respect to rules that affect the general public;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That section 01.05.020 is amended to read as follows:

Section 01.05.020 Administrative Responsibilities

A. Except as provided in this section, this chapter does not alter the responsibilities vested by this code in the several officers and employees for administration and enforcement of its various provisions. Promulgation of any rules or regulations relating to enforcement of this code shall comply with Chapter 03.14 of this code.

B. For purposes of issuing a notice of infraction, the code enforcement officer is:

1. the mayor or the division director, department director or assistant director, described in chapter 3.01A SMC, vested with administrative and enforcement jurisdiction in the particular matter; or
2. an employee or agent to whom enforcement jurisdiction has been specifically conferred, who carries a special police commission conferring authority to issue a notice of infraction for the kind of violation in question; or
3. a regularly commissioned law enforcement officer; or
4. a city prosecutor.

Section 2. That section 03.01A.205 is amended to read as follows:

Section 03.01A.205 Departments – Right, Powers and Duties

A. Except as otherwise provided, the departments and offices of the City shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor. For purposes of this chapter, “department” means an organizational unit having a minimum of three (3) employees, no more than two of whom may be exempt from civil service.

B. City departments, divisions and offices may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

Section 3. That there is adopted a new Section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Personnel Regulations - Authority to Promulgate Rules

With the approval of the Mayor, City divisions, departments and offices may promulgate administrative policies and procedures consistent with this chapter. Administrative policies and procedures promulgated pursuant to this chapter 03.07 shall not be deemed public rules under Chapter 3.14 of the Spokane Municipal Code.

Section 4. That there is adopted a new Chapter 3.14 of the Spokane Municipal Code to read as follows:

Chapter 3.14 Public Rule Authority

Section 3.14.010 Department Authority to Promulgate Public Rules
Section 3.14.020 Definitions
Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval
Section 3.14.040 Access to Public Rules
Section 3.14.050 Exemptions
Section 3.14.060 Emergency Public Rule
Section 3.14.070 Effective Date; Construction with Other Law
Section 3.14.080 Effect on Existing Public Rules

Section 3.14.010 Department Authority to Promulgate Public Rules

A. No division, department or office of the City of Spokane may adopt, modify, repeal or enforce a public rule except as authorized by this Chapter.

B. Every Public Rule shall be denominated as such and adopted pursuant to the requirements of this Chapter.

Section 3.14.020 Definitions

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations and which are not enforceable against members of the general public.

B. “Contested case" means any proceeding before a department in which the legal rights, duties, or privileges of specific parties are required by ordinance to be determined after a hearing by the Hearing Examiner or the City Council.

C. "Department" means the City of Spokane or any of its divisions, departments, or offices including, but not limited to, any City board, commission, committee, officer, or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.

D. "Departmental Policies and Procedures" are informative directives for internal departmental management and operation of City departments. They affect primarily or exclusively single departments, divisions, or offices.

E. "Executive Orders" formalize specific decisions of the Mayor and/or city administrator and, except in cases of civil emergencies, are not enforceable against members of the general public.

F. “Hearing” means a proceeding before the City Council to consider the adoption, modification, or repeal of any Public Rule.

G. "Interested person" means any Person significantly affected by or interested in a Public Rule. It shall not include any party in a Contested Case.

H. "License" includes those City -issued permits, certificates, approvals, registrations, or forms of permission required before an interested person may engage in any activity within the City of Spokane.

I. "Public Rule" means any department order, directive, policy or regulation, however denominated and including amendment or repeal of an existing rule, which applies to the general public and which, if violated, subjects a person to a penalty or administrative sanction, including, but not limited to, an order, directive, or regulation which affects:

1. Procedures, practices or requirements relating to department hearings;
2. Qualifications, standards, or fees imposed for the issuance, suspension, or revocation of licenses or permits;
3. Any rule to intended to implement any tax, fee or charge;
4. Mandatory standards which must be met before the distribution or sale of products or materials;
5. Any qualification, requirement, or process relating to the enjoyment of benefits or privileges conferred by law and administered by a Department; or
6. Any program affecting the seizure, storage or disposition of personal property not otherwise owned or leased by the City.

J. “Person " means any individual, partnership, corporation, association, or public or private organization of any character.

K. “Regulation” means any statement of general applicability and intending to have the force of law.

L. The term “Public Rule” does not include the following:

1. Administrative Policies and Procedures, Departmental Policies and Procedures, or Executive Orders;
2. Rules, regulations or administrative determinations promulgated under Title 17 of the Spokane Municipal Code unless intended to have general applicability;
3. Any policy or rule relating to the hiring, firing, or promotion or access to benefits, of any City employee, including any rights conferred by a collective bargaining agreement;
4. Rules relating to the use of public ways and property when the substance of such rules is indicated to the public by means of signs or signals; and
5. Any rule or regulation issued by the Hearing Examiner in a Contested Case.

Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval

A. Prior to the adoption, amendment or repeal of any Public Rule, a department shall comply with the following procedures:

1. Publish notice of the proposed Public Rule in the Gazette and, when feasible, (a) in a generally circulated local newspaper in accordance with Section 39 of the City Charter and (b) to relevant business, industry, trade, professional, or service publications and organizations with potential interest in the rulemaking.

2. Notice under this subsection shall include a copy of the proposed Public Rule and (a) a reference to the statutory authority under which such Public Rule is proposed; (b) an accurate description of the substance of the proposed Public Rule or of the subjects and issues involved; (c) a statement of the time and place of anticipated City Council committee and legislative review of the proposed public rule; and (d) the manner in which persons may present testimony to the City Council with respect to the proposed Public Rule.

3. Deliver by mail or electronic means a copy of the proposed Public Rule and the required notice under subsection (A)(2) to the address specified by any person who has made a written or electronic request therefor, which request shall be filed with the City Clerk.

4. The proposed Public Rule, the published notice of the Public Rule, and all supporting material shall be filed with the appropriate standing committee of the City Council. The proposing department shall arrange for submission of the proposed Public Rule to the council committee agenda and the council legislative agenda according to council rules of procedures. Upon placement of the proposed Public Rule on the City Council agenda, the City Council may either approve the proposed Public Rule, reject the proposed Public Rule and return it to the proposing Department for further modifications, or defer legislative action to a future date. Any City Council action to approve the proposed Public Rule shall be by written resolution.

B. Upon approval by resolution by the City Council and filing with the City Clerk as provided in this section, a Public Rule shall be deemed final and enforceable against the general public upon the later of (a) when filed with the City Clerk, or (b) upon its stated effective date.

C. Interested Persons may petition the City Council requesting the adoption, amendment, or repeal of a Public Rule. Within sixty (60) days of receipt of a written the City Council shall schedule a public hearing on the petition at a regular meeting of the City Council. Any hearing and decision on such

petition shall proceed according to the City Council's usual practices for non-adjudicative proceedings. The City Council's determination with respect to any such petition shall be by resolution and shall be final. Nothing in this section permits the City Council to adjudicate any pending claim arising from enforcement of a Public Rule.

D. Nothing in this Chapter shall be construed to prevent the City Council from independently approving or nullifying any Public Rule at any time after its effective date. Approval or nullification of an existing Public Rule shall be by written resolution.

Section 3.14.040 Access to Public Rules

It is the intent of the City to provide maximum public access to all Public Rules currently in place or hereafter adopted by the City. The City Clerk, in conjunction with other relevant City departments, shall maintain a system for public review, searching, printing, downloading and/or copying of any Public Rule adopted by the City.

Section 3.14.050 Exemptions

This Chapter shall not apply to the following:

1. Any rule or regulation adopted by the Spokane Park Board with respect to the use of park land or park property or the enforcement thereof;
2. Any rule or regulation adopted by the Spokane Library Board of Trustees with respect to the operation and management of library facilities, property, programs and all aspects of governed under Chapter 42.17 RCW
3. Any rule or regulation adopted by the Civil Service Commission or enforcement thereof;
4. Any rule or regulation adopted by the Spokane Municipal Court, or enforcement thereof;
5. Executive Orders issued pursuant to Chapter 02.04 of the Spokane Municipal Code (Civil Emergencies);
6. Rules and procedures adopted pursuant to Section 04.32 of the Spokane Municipal Code (Ombuds);
7. Rules adopted by the City Attorney or the Mayor with respect to the operations of city prosecutors or public defenders;
8. Any rules or regulations adopted pursuant to Chapter 12.03 of the Spokane Municipal Code (Airport Regulations);
9. Temporary rate changes implemented pursuant to Section 13.01.0303 of the Spokane Municipal Code so long as any Public Rule is adopted pursuant to this Chapter within ninety (90) days of enforcement;

10. Any rule or regulation intending to ensure compliance with the Shoreline Master Plan adopted pursuant to RCW 90.58 and related regulations;
11. Any rule adopted to ensure compliance with state or federal law and in which the adoption of a Public Rule pursuant to this chapter would conflict with said state or federal law.

Section 3.14.060 Emergency Public Rule

Where a department finds that immediate adoption, amendment, or repeal of a Public Rule is necessary for the urgent preservation of public peace, health, or safety, or for the immediate support of City government and its existing public institutions, such Public Rule may become effective upon filing of such adoption, amendment, or repeal of the Public Rule with the City Clerk. This filing shall be accompanied by a statement of the facts upon which the findings of an emergency and necessity are based. The adoption, amendment, or repeal of a Public Rule under this section shall be presented to the city council for emergency interim ratification or rejection and placed on the City Council calendar within twenty-one (21) days. Rules which are rejected shall, after vote, be void. Following the emergency review and interim ratification, or rejection by Council, the rule(s) shall then proceed through the standard process as outlined in 03.14.030. This emergency section does not relieve any department from compliance with any federal or state law requiring that the adoption, amendment, or repeal be approved by designated persons or bodies before they become effective, nor shall any action be taken under this section which affects any pending case or controversy.

Section 3.14.070 Effective Date; Construction with Other Law

Once approved as provided in this Chapter, any Public Rule shall be binding on all persons and deemed a law of general applicability. No Public Rule may conflict with any provision of federal or state law, with the City Charter or with the Spokane Municipal Code. Whenever possible, the Public Rule shall be construed and applied consistent with applicable law.

Section 3.14.080 Effect on Existing Public Rules

Any Public Rule adopted or modified prior to the effective date of this ordinance, whether or not denominated as such, shall be subject to the adoption process set forth in this Chapter; provided, that any such Public Rule clearly denominated as such and approved by council resolution less than ninety (90) days prior to the effective date of this ordinance shall remain in effect for one (1) year after its effective date unless specifically repealed or modified in accordance with this Chapter. Departments may continue to enforce such Public Rules for ninety (90) days after the effective date of this ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any Public Rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or

for which review has not been initiated as provided in this section, shall be null and void, except as to any pending case or controversy under such Public Rule.

Section 5. That section 04.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.01.080 Rules

Each ((~~agency is to~~)) board or commission may promulgate rules for the conduct of its business which shall promote the policies and objectives of this chapter; provided, any Public Rule shall be adopted only as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 6. That section 04.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.020 Rules and Regulations – General

A. ((~~The mayor promulgates~~)) The City may promulgate rules and regulations for the collection and reporting of all moneys due the City with attendant emphasis on identifying moneys to which the City is entitled, prompt invoicing and reporting among affected departments, and prosecuting delinquencies. The rules and regulations may specify when and how collection is to be affected, negotiation of payments, collection of interest on payments not to exceed the maximum allowed by state law, such other costs as may be incurred by the City due to delinquency, and settlement of claims not to exceed two thousand five hundred dollars in total value before negotiated settlement.

B. ((~~This chapter and the rules and regulations promulgated by the mayor hereunder are to be given the widest dissemination among City departments and employees.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 7. That Article I, Section 04.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.040 Industrial Insurance Claims

Claims for industrial injuries shall be reported and investigated in accordance with administrative rules and regulations promulgated by the mayor. Administrative rules and regulations promulgated pursuant to this section shall not be subject to Chapter 03.14 of the Spokane Municipal Code, unless they apply to persons other than City officers or employees.

Section 8. That Article II, Section 04.02.070 of the Spokane Municipal Code is

amended to read as follows:

Section 04.02.070 Rules and Regulations

The ((~~director~~)) City has authority to promulgate rules and regulations, develop administrative procedures and do all things necessary to effectuate the purposes of SMC 4.02.060 through SMC 4.02.220. ((~~Rules and regulations promulgated by the director are on file in the City utilities billings office and available for public inspection during regular business hours.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 9. That section 08.01.250 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.250. Rules and Rulings

A. ((~~The chief financial officer~~)) The City may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

B. The City, through the ((~~The~~)) chief financial officer, may ((~~also~~)) issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

Section 10. That Article I, section 08.02.011 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.011 – ((~~Administrative~~)) Public Rules and Regulations

A. ((~~The mayor~~)) The City is authorized to promulgate rules and regulations consistent with this title and respecting the provision of various services by the administrative staff, including the charges and fees for such services, to the extent such services and fees are not specifically provided for in this ((~~code~~)) title. The authority of this section includes specifically but is not limited to the furnishing of maps and other public records and delinquent penalties and interest rates on accounts receivable.

B. ((~~The mayor causes such regulations and schedules of charges to be filed with the city clerk and in appropriate departments in accordance with the City's public records system.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. Consistent with Public Rules promulgated under this title, ((~~The~~)) the mayor or ((~~his~~)) the mayor's designated representative is authorized to waive any fee authorized under

this chapter for any person which can demonstrate the following criteria have been met:

1. The person requesting the waiver of fees demonstrates that he is requesting the fee waiver on his own behalf or in a representative capacity for an applicant who meets the criteria set forth in subsection (C)(2) of this section; and

2. The person requesting the waiver of fees demonstrates that he has an annual income that meets the United States department of housing and urban development (HUD) guidelines for eighty percent of median family income level, as established annually for the Spokane metropolitan area.

((~~The mayor is authorized to promulgate rules and regulations for the administration of this program.~~))

Section 11. That Section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 ((~~Rules and Regulations~~)) Rulemaking

The City ((~~Chief Financial Officer or designee~~)) may adopt and promulgate rules to implement and enforce this chapter, which rules shall not be in conflict with this chapter; provided, however, that any Public Rule enacted in accordance with this section shall ((~~not become effective until the close of a two-week public comment period. A copy of such proposed and final rules shall be placed on file for public examination in the City Chief Financial Officer's office and on the City's website~~)) be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 12. That Section 08.04.130 of the Spokane Municipal Code is amended to read as follows:

Section 08.04.130 ((~~Rules and Regulations~~)) Rulemaking

The ((~~chief financial officer~~)) City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 13. That Section 08.10.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.160 ((~~Finance, Treasury and Administration Director to Make Rules~~)) - Rulemaking

((~~The division director of finance, treasury and administration has the power from time to time to adopt and publish in the Official Gazette of the City of Spokane rules and regulations not inconsistent with this chapter or applicable law for the purpose of carrying~~

~~out the provisions hereof. Such rules become effective twenty days after the date of publication in the Official Gazette and it shall be thereafter unlawful to violate or fail to comply with any such rule.~~)) The City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 14. That there is adopted a new Chapter 10.21 of the Spokane Municipal Code to read as follows:

Title 10 Regulation of Activities

Section 10.21.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 15. That section 10.63.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.010 Purpose

A. The purpose of this chapter is to centralize Property Maintenance and Use Standards into a single chapter, so residents have one location to review to find the various expectations that apply to private property maintenance and use.

B. Under SMC 17F.070.010, every owner and occupant of premises is obligated to maintain the property in a reasonably safe condition and prevent the property from becoming a nuisance.

C. The Code Enforcement Department staff shall utilize the latest edition of the International Code Council's International Property Maintenance Code for reference and guidance in applying private property maintenance standards.

D. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 16. That section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.090 Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process to register those properties with the City as outlined in this section to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Establishment of a Registry

The Code Enforcement and Parking Services Department shall establish and maintain a Foreclosure Property Registry Program.

C. Registration of Foreclosure Properties.

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.

2. The code compliance officer can also initiate the registration process.

3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement and Parking Services Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.

4. The content of the registration shall include:

    a. Proof of ownership, or financial interest, such as a lien or loan,

    b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four hour contact phone number of the Local Agent of the respective entity; and

    c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement and Parking Services Department within ten (10) days of the date of any change in the information contained in the registration.

6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Code Enforcement and Parking Services Department. A separate registration is required for each property.

7. All property registrations are valid for one year from the date of entry of registration as recorded by Code Enforcement and Parking Services Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:
    a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
    b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances; and
    c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.

2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.

2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to SMC 08.02.067 and shall be lienable pursuant to SMC 17F.070.500 and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent

who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in SMC 08.02.0675.

I. Policies and Procedures

The Code Enforcement and Parking Services Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

J. Violation

1. Any person, firm, or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of

the Code Enforcement and Parking Services Department, is not an arms' arm's-length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 17. That section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.100 Penalty and Abatement Procedures

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.

B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement and Parking Services Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.

C. Code Enforcement and Parking Services Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law: Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 18. That Article IV, Section 12.02.0735 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0735 Regulations

A. The director promulgates and interprets regulations to implement this article. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~B. Regulations to enforce or implement this chapter are approved by the director and published in the *Official Gazette*. They shall have the force of law thirty days after publication.~~))

Section 19. That Article VI, Section 12.02.1009 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

A. A notice shall be posted prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.

B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:

1. physical threats or violence.

2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);

3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);

5. any other substantial threat to public health or safety;

6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;

7. significant amounts of trash;

8. any knowing obstruction of access to or use of any portion of public property, or any camping in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit as set forth in SMC 12.02.1007 A and B;

9. occupation of an area in which the public is not allowed to be present during the times camping is occurring; or

10. directly adjacent to streets and moving vehicles.

C. The City shall prioritize and expedite the outreach efforts for navigation and relocation assistance to services or removal for any unauthorized encampment within 1000 feet of schools, parks, day care centers or childcare facilities, and emergency shelters.

D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section. Any policy or procedure relating to the removal of encampments, or any policy or procedure regarding the subsequent disposition of personal property in which the City has no legal interest, shall be denominated a "Public Rule," and shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 20. That section 12.09.150 of the Spokane Municipal Code is amended to read as follows:

Section 12.09.150 Authority of Administering Officer

A. The administering officer interprets and enforces this chapter, resolves conflicts, and determines disputes arising under this chapter or permits or franchises issued in connection therewith. The administering officer has authority to issue general regulatory orders affecting all service providers or other users((~~, as well as~~)) consistent with the Public Rule requirements of Chapter 3.14 of this code. The administering officer has authority to issue specific orders in specific cases or circumstances as deemed necessary and consistent with Chapter 12.09 SMC. ((~~General regulatory orders are published in the *Official Gazette* of the City of Spokane at least twenty days prior to taking effect unless otherwise ordered by the administering officer because of exigent circumstances. In such event, reasonable effort shall be made to notify affected parties. General or specific~~)) Specific orders may be issued on application of an affected service provider or any other user.

B. ((~~Orders~~)) Specific orders and decisions of the administering officer are guided by the purpose of this chapter. Prior to issuance of an order, the administering officer may give such advance notice and opportunity for hearing as deemed proper, or may provide for a hearing upon request to review an order or specific application of a party arising after issuance. The officer may establish a filing fee not to exceed fifty dollars for consideration of any petition for action or determination by a regulated party or other person.

C. ((An)) A specific order may include provision for penalty of not more than five hundred dollars per violation. In case of a continuing violation, each day may be specified to be an additional and separate violation. No penalty for failure to comply with any administrative order may be assessed except after notice and opportunity for hearing

for the affected party. Failure to pay a penalty is a violation of this chapter, and a breach of permit conditions and grounds for permit revocation by the administering officer after notice and opportunity for hearing for the permittee.

Section 21. That there is adopted a new Chapter 12.14 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Section 12.14.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 22. That section 13.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.010

A. This chapter applies to all chapters of this title unless otherwise specifically indicated or required by the context.

B. Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title unless exempted or expressly provided otherwise in this title.

Section 23. That section 13.01.0302 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.0302 Administrative Authority – Specific Utilities - Rates

A. For items affecting a specific utility, the directors of the affected departments have authority to administer such provisions applicable to their respective utilities.

1. Additionally, the director of public works and utilities administers rates articles as a service provider for the respective water, sewer and solid waste departments.

B. Notwithstanding any other provision, the director may determine questions of applicability or interpretation of rates or regulations, ((~~to adopt or modify the same,~~)) to grant exemptions therefrom, or order specific action, forbearance, correct clerical

errors or oversights, adopt temporary rates, assess specific charges, or impose other additional requirements, all where deemed reasonably necessary in the interest of the public health and safety ((~~and for administrative convenience and efficiency.~~)) and performed in a manner consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

1. The director may also impose additional charges or fees on matters not fully addressed herein, including assessments for the value of City equipment or property destroyed or damaged by or through customer or other third party fault consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. The director of public works and utilities also functions as the utility billings or water billings examiner unless otherwise directed by the director of public works and utilities.

1. ((~~His~~)) The director's decision relating to utility charges is subject to review by the director of the affected utility or that director's designee.

2. The reviewer shall be a person who did not participate in the determination being reviewed.

D. A director's action is subject to review by the director of public works and utilities.

Section 24. That section 13.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.080 Regulations

A. The city engineer may promulgate any regulations necessary to implement any portion of the utilities code. He shares this power with other officials where designated.

((~~B. Such regulations, if approved by the city council and published once in the *Official Gazette*, thereafter have the force of law.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~C. Amendments or repeals are accomplished in the same way~~.))

Section 25. That there is adopted a new Chapter 15.07 of the Spokane Municipal Code to read as follows:

Title 15 Environmental Stewardship

Section 15.07.010 – Rulemaking

Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 26. That section 16A.84.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.84.090 Play Streets and Block Parties

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 27. That there is adopted a new Chapter 18.12.010 of the Spokane Municipal Code to read as follows:

Title 18 Human Rights

Section 18.12.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 28. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 29. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's

errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the city council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

City of Spokane

City Council

TO:	City Council Members
CC:	Mike Piccolo, Elizabeth Schoedel, Giacobbe Byrd, Kate Fairborn
FROM:	Chris Wright, City Council Policy Advisor
DATE:	August 19, 2025
RE:	Proposed "Public Rule" Ordinance

Enclosed for your review and comment is an ordinance to codify an orderly process for public notice and adoption of "public rules" by City departments. This memorandum is intended to explain the rationale behind the ordinance and to outline its basic elements.

CITY RULES PRACTICES

As the City went through the GFC debate in 2023, we learned the proposed GFC rates would eventually be memorialized in a "public rule." After some digging, I located the City's administrative policy for drafting policies and procedures, set forth in the "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (Admin 0325-18-1 / LGL 2004-0021). This policy includes provisions for public rules. They are defined as:

> "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]"

The same administrative policy briefly addresses the adoption process for public rules:

> "Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. ... In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed..."

This policy implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. [1]

There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. The closest general authorization is in SMC 03.01A.05.205, which reads:

> Section 03.01A.205 Departments – Rights, Powers and Duties
> Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor.... [2]

Beyond this broad statutory authority are various rule-making authorizations scattered throughout the municipal code, where either the Mayor or department heads are authorized to create rules, regulations or procedures associated with a particular statutory mandate.[3] The authorizing language can vary with each provision of the code; while most refer to the creation of "rules and regulations," others simply permit "regulations," and still others refer to "administrative policy and procedures," and so forth.[4] To my knowledge, the only references in the municipal code to any "public rule" reside in Title 13, where the use of public rules for rate-setting is well-established, and a single reference in SMC 12.01.010 (concerning minor sidewalk repairs), which was a reference added at my request last fall. In short, the concept of a "public rule" is a creation of administrative policy.

Ostensibly all public rules are filed with the City Clerk and labeled as such. The City's website lists eight public rules, most concerning utility rates.[5] [6] A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges.

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[1] See Attachment 1.

[2] SMC Section 04.01.080 authorizes "each agency" to promulgate rules, but this statute resides in the section relating to boards and commissions, not administrative agencies, and is clearly intended to permit civic bodies to create rules on board governance.

[3] See, e.g., SMC 03.07.350 (Personnel); SMC 04.02.020 (Collections); SMC 04.02.070 (Collections); SMC 08.01.250 (Business registrations); SMC 08.02.011 (Fees and Charges); SMC 08.03.120 (Admissions Tax);SMC 08.04.130 (Gambling Tax); SMC 10.63.100 (Property Maintenance); SMC 12.02.0735 (Public Obstructions); and SMC 13.01.080 (Utility Rates).

[4] See, e.g., SMC 12.09.150, which states the "administering officer has authority to issue general regulatory orders affecting all service providers or other users."

[5] See Attachment 2

[6] A proposed new public rule titled "Wastewater and Water General Facilities Charges and Incentives" was slated for council approval on August 18, but deferred to September 15.

That said, it is not easy to gauge the actual number of rules of general application to the public because not all rules are styled as "public rules." For example, the "Encampment Removal and Cleanup Policy" (Admin 1200-20-01 / LGL 2020-0022) adopted in 2020, clearly affects private property rights, but is not styled as a public rule. Instead, it was adopted in tandem with an executive directive from Mayor Woodard without any apparent public comment or council review. It is not listed on the City's website as a public rule. Similarly, the policy titled "Utilities Billing and Collection Policy" (Admin 5200-24-06) and establishing detailed procedures for utility collections and enforcement, including the placement of notices and liens, is not listed as a public rule, despite its application to the general public. Whether other, similar rules exist is not readily ascertainable.

RATIONALE FOR STANDARDIZED AND TRANSPARENT PUBLIC RULE MAKING

An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist.

The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter, and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. At the state and federal level, executive agencies are permitted to promulgate regulations having the force of law only because they are authorized to do so, and only after a proscribed public review process. It should be no different at the municipal level.

The goal of this ordinance is to ensure that (a) any regulation intended as a "public rule" be clearly identified as such, and (b) these rules go through a standardized, well-documented public adoption process, much like a Washington Administration Code (WAC).

Just as important, strengthening the public rule-making process could bring more certainty to enforcement. At the state level, WACs have the force of law, are cited as authority in cases, and receive deference by the courts. The same cannot be said for City public rules, particularly when clear authority to promulgate public rules is lacking. A formal and well-understood public process for public rulemaking is essential, especially with the highly publicized camping ordinance (C36779) that leaves difficult enforcement questions to administrative regulations.

PROPOSED ORDINANCE

The current policy on rulemaking is too vague, lacks transparency, and fails to ensure council an opportunity to confirm policies are consistent with the ordinances underpinning them. On the other hand, it is important to preserve, where possible, the administrative flexibility offered by rulemaking. The proposed ordinance is drafted to strike a balance between these goals. The basic elements of the ordinance are:

- **Provides to City Departments Authorization to Enact Public Rules of General Applicability.** The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process.

- **Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective**. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public.

- **Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies.** The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances.

- **Includes Provisions For Emergency Rules.** The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review.

- **Addresses Existing Public Rules.** As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the oridnance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such Public Rule.

The proposed draft ordinance is still under review by City Legal and the administration. The goal is to present the draft at the Finance and Administration Committee in August, with eventual adoption in September.

Attachment 1: "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations"
(Admin 0325-18-1 / LGL 2004-0021)

Attachment 2: The City's website list of public rules

Attachment 1

RECEIVED
December 3, 2018
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0325-18-1 LGL 2004-0021

TITLE: **STANDARDIZED FORMATS AND UNIFORM PROCEDURES FOR ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE ORDERS, AND PUBLIC RULES AND REGULATIONS**

EFFECTIVE DATE: JULY 1, 2004
REVISION EFFECTIVE DATE: December 3, 2018 (Replaces ADMIN 0325-05-2 and ADMIN 0325-17-01)

1.0 GENERAL

1.1 PURPOSE

The purpose of this policy is to establish standardized formats and uniform procedures for the adoption and maintenance of administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Except as otherwise provided, this policy shall apply to all City departments and divisions. This policy and procedure shall not apply to departmental policies and procedures initiated and adopted by the City Council, Civil Service Commission, Library Board, and Park Board. Nor shall this policy and procedure apply to policies and procedures established and maintained by the City of Spokane Fire and Police Departments relating to firefighting/EMS and/or law enforcement.

3.0 REFERENCES

None.

4.0 DEFINITIONS

4.1 "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies / procedures for the direction and management of Citywide operations.

4.2 "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primarily or exclusively single departments or divisions.

4.3 "Executive Orders" are issued from time to time formalizing specific mayor / city administrator decisions.

4.4 "Public Rules and Regulations" as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code.

5.0 POLICY

5.1 Except as provided in section 2.0 above, all administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations shall be developed and maintained in a standardized fashion using the format in the attached standardized templates. Note: To allow for frequent review, easy modification, and effective, best practice management in a changing and evolving business environment, procedures may be set forth in separate procedural manuals. Procedures manuals are not required to follow the standardized template format; however, the manuals shall be written in a consistent style and format.

5.2 Approval Process for Policies and Procedures

5.2.1 Administrative Policies and Procedures. Administrative policies and procedures may be initiated by department directors, division directors or the Mayor / City Administrator. Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two-week period prior to final adoption, unless directed otherwise by the Mayor or City Administrator. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Unless otherwise provided, policies and procedures shall be effective immediately after being signed by the Mayor or City Administrator. Unless otherwise stated, amendments and repeals of existing policies and procedures shall follow the same process as the adoption of a new policy or procedure. Administrative policies and procedures by the City Council, Civil Service Commission, Library Board and Park Board are signed by the authorized representative of the board / commission.

5.3.2 Departmental Policies and Procedures. Departmental policies and procedures may be initiated by department directors or division directors. If other departments will be affected by the policy, copies of proposed department policies and procedures shall be provided to all affected departments for a two-week review and comment period prior to final adoption. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Policies and procedures initiated by departments shall have prior approval of the division director. Unless otherwise provided, department policies and procedures shall be effective immediately after being signed by the department director or division director.

5.3.3 Executive Orders. Executive orders are initiated by the Mayor or City Administrator. They are effective immediately after signature by the Mayor or City Administrator unless otherwise stated.

5.3.4. Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or

the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. Documentation of the notification to the departments shall be attached to any rule or regulation submitted for final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed by the Mayor or City Administrator unless otherwise stated. Amendments and repeals of existing rules and regulations shall follow the same process as the adoption of a new rule or regulation. Public rules and regulations by the Library Board and the Park Board are signed by the authorized representatives of the boards.

5.3.5 In those cases deemed appropriate by the Mayor or City Administrator, any policy, procedure, rule or regulation may be referred to a "stakeholder committee" for public review or comment. The committee should be composed of a representative sample of affected persons or entities.

5.4 Publication

5.4.1 Except as otherwise provided, or unless otherwise protected from public disclosure by State or Federal Law, adopted administrative policies and procedures, executive orders, and public rules and regulations shall be published in the official gazette. Notices of adopted departmental policies and procedures shall be published in the official gazette.

5.4.2 The City Clerk shall be responsible for the scope and manner of electronic publication of adopted administrative policies and procedures, executive orders and public rules and regulations on the City's internet web page.

5.5 The administration and maintenance of the City's policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, executive orders and public rules and regulations. The Clerk shall provide all departments with a copy of the adopted administrative policy and procedure, executive order, or public rule

or regulation. Unless otherwise protected from public disclosure by State or Federal law, the original copy of any departmental policies and procedures shall be maintained in the initiating department with a copy filed with the City Clerk. The Clerk shall also maintain an index of all current policies, procedures, executive orders, rules and regulations organized by department.

6.0 PROCEDURE

6.1 Determine what type of document is to be written. (Reference the information contained under sections 4.0 and 5.0.)

6.2 ADMINISTRATIVE POLICIES AND PROCEDURES / DEPARTMENT POLICIES AND PROCEDURES / PUBLIC RULES AND REGULATIONS.

Use the following numbered and capitalized section headings and standards:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others which may be similar.

For example:

(Not Clear)	Public Disclosure
(Clear)	Handling Requests for Disclosure of Public Records

EFFECTIVE DATE. For policies of specific duration, indicate the beginning and ending dates of the policy's effect. For policies of indeterminate duration, leave blank. The City Clerk will add the effective date for administrative policies and public rules, unless otherwise stated in the document.

1.0 GENERAL. Provide a brief description of the purpose of the document in subsection 1.1. List the table of contents in subsection 1.2.

2.0 DEPARTMENTS / DIVISIONS AFFECTED. If applicable to all departments, state "Applicable to all departments". If applicable to most departments, state "Applicable to all departments, except _____". If applicable to only a few

departments or one department, list only the department(s) which are affected.

3.0 REFERENCES. Provide a list of applicable laws, regulations, ordinances, charter or other legal or managerial authority for the document.

4.0 DEFINITIONS. Provide a list, beginning with 4.1, which defines all terms, abbreviations and acronyms necessary for a complete understanding of the document.

5.0 POLICIES. Policies should set forth the general principles or plan to be followed in specific operations or management.

Provide a list, beginning with 5.1, which clearly describes all decisions that management has made regarding the purpose of the document.

A primary purpose of writing policies is to save management from re-deciding issues that are already resolved. Another basic function of a written policy is to ensure consistency, predictability, and a proper foundation for rules and procedures. Policies answer the question "What should be done?" For a clean, active document, avoid too much information and philosophy on "why" policies are being done.

6.0 PROCEDURES. Procedures provide information and procedural instructions for implementation of the policy or provide information on where any procedural documents may be found.

7.0 RESPONSIBILITIES. Provide a list, beginning with 7.1, of responsibilities, duties, or authorities of affected parties, grouped by agency. The responsibilities section allows affected persons quick access to their part of responsibilities in a given policy.

8.0 APPENDICES. Use this section for including procedural manuals and/or information that does not fit into the other sections for reasons of format, size, etc. List appendices and titles starting with 8.1.

6.3 EXECUTIVE ORDERS.

Use the following sections and standards for writing executive orders:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others that may be similar.

EFFECTIVE DATE. Indicate the beginning date of the order's effect.

EXPIRATION DATE: If known, indicate an expiration date. Executive orders that include an expiration date will be removed from the City's website 90 days after expiration.

WHEREAS. Provide, in a series of paragraphs, the reasons and causes for the document. Begin each new paragraph with WHEREAS, in capital letters.

NOW, THEREFORE. Provide the body of the document or description of what will be done. Begin the body section with: NOW, THEREFORE, I, (mayor's name in capital letters), Mayor, do order that ..... Each following paragraph in the body will start with FURTHERMORE (in capitals).

If the document is to be effective only for a specific period of time, event, or set of circumstances, this should be stated in the body as the last statement of the body.

SIGNATURE. This section should not appear on a separate page without some portion of the body of the order appearing on the same page.

7.0 RESPONSIBILITIES

7.1 The initiating department is responsible for writing all policies, procedures, rules and regulations. In addition, initiating departments shall be responsible for reviewing policies and procedures to ensure compliance with federal, state and local laws, as well as to ensure they reflect current circumstances and best practices.

7.2 The Mayor is responsible for writing all executive orders.

7.3 The City Attorney's Office is responsible for circulating policies, procedures, and rules and regulations to departments for review and comment, unless other arrangements have been made with the initiating department.

7.4 The City Clerk is responsible for assigning document code numbers to all policies and procedures, executive orders, and public rules and regulations, in addition to the responsibilities listed under sections 5.4 and 5.5.

8.0 APPENDICES

Template - Administrative Policy and Procedure
Template - Department Policy and Procedure
Template - Executive Order

Approved by:

City Attorney

City Administrator

12/3/2013
Date

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

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3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division Director
City Administrator	Date

CITY OF SPOKANE
DEPARTMENT POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

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8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division or Department Director

CITY OF SPOKANE
EXECUTIVE ORDER TEMPLATE

CITY OF SPOKANE EXECUTIVE ORDER	EO [YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

WHEREAS,

WHEREAS,

WHEREAS,

[use as many as needed]

NOW, THEREFORE, I, _____, Mayor, do hereby order and direct:

_____ _____

Mayor Date

Attachment 2

Official Public Rules and Regulations

Please note that policies and procedures specific to the City of Spokane Fire Department, Public Library, and Police Department are maintained by those departments and not included on this site.

Show 10 entries Search:

No.	Title	Category	Department
1.	Business Registration Rules RULE 0860-24-01	Public Rule/Regulation	Finance
2.	Design Review Process RULE 0650-12-01	Public Rule/Regulation	Planning Services
3.	Existing Sidewalk Maintenance and Minor Repairs RULE 4700-25-01	Public Rule/Regulation	Development Services Center
4.	General Facilities Charges – Incentives, Waivers and Offsets RULE 5200-23-01	Public Rule/Regulation	Public Works & Utilities
5.	RPWRF & Industrial Pretreatment Program & Lab Analysis Fees RULE 4310-25-01	Public Rule/Regulation	Wastewater Management
6.	RPWRF Industrial Pretreatment Program - Administrative Fine Schedule RULE 4320-19-01	Public Rule/Regulation	Wastewater Management

City Clerk's Office

5th Floor City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

Phone: 509.625.6350
Fax: 509.625.6217

No.	Title	Category	Department
7.	Water and Hydroelectric Department - Update Fee Schedule 2025 RULE 4100-24-02	Public Rule/Regulation	Water & Hydro-Electric
8.	Water Hydrant Usage Policy and Fees RULE 4100-20-01	Public Rule/Regulation	Water and Hydro-Electric

Showing 1 to 8 of 8 entries

Previous 1 Next





The City of Choice

808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dial 311 or 509.755.CITY (2489)

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/08/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/23/2025
		Clerk's File #	ORD C36753
		Cross Ref #	
Council Meeting Date: 10/06/2025		**Project #**	
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)	SLAMBDIN		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CORRECTING DEVELOPMENT SERVICES DEPARTMENT THROUGHOUT CODE		

Agenda Wording

An ordinance correcting the departmental title of the Development Services Department and Director of Development Services throughout the municipal code; amending Sections 08.02.039, 08.02.065, 10.29.020, 10.29.030, 12.01.010 12.02.060, 12.02.0704, 12.02.0707, 12.02.0716, 12.02.0724, 12.02.0755 13.03.0503, 17A.010.070, 17A.050.020, 17C.111.245, 17C.120.310, 17C.122.135, 17C.130.310, 17C.210.060, 17C.210.070, 17C.230.140, 17C.230.300, 17C.300.140, 17D.010.020, 17D.060.070, 17D.080.100, 17D.090.040, 17F.010.080, 17F.030.020, 17F.030.040, 17F.040.085, 17F.060.020, 17F.070.420, 17F.070.440, 17F.070.450, 17F.080.050, 17F.090.050, 17G.010.030, 17G.010.100, 17G.010.140, 17G.010.150, 17G.010.160, 17G.010.170, 17G.010.180, 17G.010.200, 17G.010.210, and 17G.061.000 of the Spokane Municipal Code.

Summary (Background)

This ordinance corrects the departmental title of the Development Services Department and Director of Development Services throughout the municipal code.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
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**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORD C36753 (SPONSOR SUBSTITUTION)(09-16-25)

ORDINANCE NO. C36753

An ordinance making technical corrections to Chapters 08.02, 10.29, 12.01, 12.02, 13.03 of the Spokane Municipal Code, and technical corrections to Titles 17A, 17C, 17D, 17F and 17G of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.02.039 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.039 Special Inspections and Other Fees

A. The fee for re-inspection as provided in the adopted codes, to be billed to each permittee, is provided in the Development Fee Schedule.

B. The fee for inspection by any ((~~building services department~~)) Development Services Department personnel outside normal working hours is provided in the Development Fee Schedule. A minimum of two hours is payable at the time the request is made.

C. The fee for investigation of work done without a permit is provided in the Development Fee Schedule.

D. The minimum fee for any permit or inspection not otherwise provided for is provided in the Development Fee Schedule.

E. Refund of Fees.

1. All requests for refunds must be in writing to the building official.

    a. Refundable amounts of less than $30 are not eligible for reimbursement.

2. Refunds of permit and inspection fees will be granted only if the:

    a. work described on the permit was not done and no inspections or site visits were made, or

    b. permit was a duplicate of an already issued permit in error, or

    c. permit was issued in error by the department.

3. The following fees are not refundable:

a. Plan review fees once any plan review work has begun.

b. Application fees, to include processing fees and the state building code fee.

F. The processing fee for each permit is provided in the Development Fee Schedule.

G. The fee for doing research of files and codes or preparing reports is provided in the Development Fee Schedule with a one-hour minimum, plus actual copying or printing expense.

H. The fee to recommence suspended or abandoned work under an extended permit is provided in SMC 08.02.031(U).

Section 2. That Section 08.02.065 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.065 Streets and Airspace

A. Fees are provided in the Development Fee Schedule.

B. Street Obstruction Permits.

1. The ((~~director of engineering services~~)) Director of Engineering Services may adjust the boundaries where a long-term obstruction is considered to be in a congested area in the interests of ((~~the~~)) public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.

2. The Director of the Development Services ((~~Center~~)) may set a master annual obstruction permit fee based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

3. No obstruction fee is charged for street obstruction permits for activities done by or under contract for the City.

C. The fee for a building moving permit shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.

D. A contractor shall notify the ((~~department of engineering services~~)) Engineering Services Department for application of road oil or other dust palliatives to public ways and places of public travel or resort in accordance with SMC 12.02.0740(B).

Section 3. That Section 10.29.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.020 Operator's License

No person may operate or have charge of a steam boiler of any size or a hot water heating or supply boiler of five hundred thousand BTU input or larger without a license, issued by the ((~~building services department~~)) Development Services Department, of the appropriate class as follows:

A. A low-pressure boiler operator's license authorizes the holder to have charge of and operate any specifically described and located fifteen-pound steam boiler or hot water boiler used for heating purposes only, not exceeding four million BTU; or

B. A small high-pressure boiler operator's license authorizes the holder to have charge of and operate a small high-pressure boiler not exceeding eight hundred thousand BTU input or one hundred fifty pounds psi.

C. A third-class boiler operator's license authorizes the holder to have charge of and operate a high-pressure (power) boiler not exceeding four million BTU input, or

    1. and operate any size low-pressure boiler, or

    2. an opposite shift to a second-class boiler operator.

D. A second-class boiler operator's license authorizes the holder to have charge of:

    1. and operate a high-pressure boiler not exceeding eight million BTU, or

    2. an opposite shift to a first-class boiler operator, or

    3. and operate any size low-pressure boiler.

E. A first-class boiler operator's license authorizes the holder to have charge of any size high-pressure or low-pressure boiler.

F. Boiler Operator is an annual subject to the licensing procedures of 08.01 SMC.

Section 4. That Section 10.29.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.030 Heating Mechanics – License

No person may perform work requiring a mechanical permit without a license issued by the ((~~building services department~~)) Development Services Department of the appropriate type as follows:

A. A gas heating mechanic I license authorizes the holder to do gas fitting work on a gas:

   1. system or gas appliance utilizing up to four hundred thousand BTU input per hour, or

   2. appliance in excess of four hundred thousand BTU input per hour under the direct supervision and in the presence of a gas heating mechanic II.

B. A gas heating mechanic II license authorizes the holder to do industrial gas fitting work (exceeding four hundred thousand BTU) on any permit a mechanical contractor can take out.

C. Contractors who obtain permits requiring a heating mechanics license and the installer who performs the installation shall both be liable for the civil infraction set forth in ((~~SMC 1.05.170~~)) SMC 01.05.

Section 5. That Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.01.010 Sidewalk Maintenance – Owner's Responsibility

A. Every owner and occupant of premises shall keep the sidewalk area including tree grates adjacent to any portion of the real property (including corners) in good and safe condition and repair at all times.

B. Where the ((~~director of engineering services~~)) Director of Engineering Services determines there has been a failure to comply with this section, the ((~~director~~)) Director or their designee may send written notice to the premises advising of the violation. If the violation is not corrected, the ((~~director~~)) Director or their designee may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.

C. The ((~~directors of~~)) Directors of Engineering Services, Development Services ((~~Center~~)), Code Enforcement and Parking Services, and the City Engineer are authorized to waive license, bonding, and insurance requirements for minor repairs on existing sidewalks.

D. The City Engineer, along with the Development Services ((~~Center~~)) and the Code Enforcement and Parking Services departments, shall develop and publish a

public rule defining the types of sidewalk projects that qualify as minor repairs.

E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

Section 6. That Section 12.02.060 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.060 Fences and Hedges – Incidental Encroachments

Incidental encroachments upon the public right-of-way from private property not obstructing the use of the right-of-way may be permitted by the ((~~development services center manager~~)) Director of Development Services or their designee as provided in SMC 17G.010.160. Such encroachments are revocable without compensation and create no vested rights.

Section 7. That Section 12.02.0704 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0704 Definitions

((~~A. "Public way" means any publicly dedicated or used highway, street, alley, or sidewalk.~~

~~B. "Permittee" means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.~~

~~C. "Office of primary responsibility" means the development services center manager, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.~~

~~D. "Obstruction of a public way" includes, but is not limited to, obstructions that may hinder the normal flow of pedestrian or street traffic or render the public way unsafe for current and necessary use such as:~~

~~1. trees, bushes, weeds or grass; and~~

~~2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.~~))

Term	Definition
Obstruction of a public way	includes, but is not limited to, obstructions that may hinder the normal flow of

	pedestrian or street traffic or render the public way unsafe for current and necessary use such as: 1. trees, bushes, weeds or grass; and 2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.
Office of primary responsibility	means the Director of Development Services, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.
Permittee	means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.
Public way	means any publicly dedicated or used highway, street, alley, or sidewalk.

Section 8. That Section 12.02.0707 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0707 Master Annual Permit for High Volume Users

A. In lieu of an individual permit for users whose estimated annual permit need is in excess of seven hundred permits per year under SMC 12.02.0706, an annual master permit may be issued as provided in this section and SMC 17G.010.210(D). Except as otherwise provided, all conditions of an individual permit apply to a master permit. A master annual permit is individually approved by the ((~~development services center manager~~)) Director of Development Services.

B. If the ((~~development services center manager~~)) Director of Development Servies deems in ((~~his~~ ~~sole~~)) their discretion that the public convenience is not served by a master permit, an application may be denied or a master permit revoked. Denial or revocation of a master permit does not affect eligibility for an individual permit under SMC 12.02.0706.

Section 9. That Section 12.02.0716 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0716 Long Term Permits – Temporary Passageway

A. Where a permit allows the obstruction, disturbance, or other such use of a public street, highway, or alley (including the sidewalk, if any) for an extended period of time and affecting a substantial portion of the public ways, as determined by the ((~~development service center manager~~)) Director of Development Services or their designee, said permit privileges will be established by the director in coordination with the ((~~street director~~)) Street Director. Each such request for an obstruction permit will be considered on its own merit, and the limits established with due consideration for the needs of the permittee and for the interests of the public.

B. Permits issued under this section are conditioned upon the permittee's continued safe maintenance of a temporary passageway for pedestrian use along the public way.

C. Said temporary passageway shall be a minimum of four feet wide and shall extend from available permanent sidewalks, walkways, or specified pedestrian routes in the areas immediately adjacent to the permit area.

D. Said temporary passageway shall be constructed of two-inch plank or other approved material laid lengthwise upon good and sufficient supports laid not more than three feet apart.

E. The location of joining the temporary passageway to the regular sidewalk or pedestrian route must be even. The entire passageway must have a sturdy barrier or railing at least four feet high or other safe design approved by the building official.

F. Where the temporary passageway abuts property with construction of structures higher than twenty feet, the passageway must be completely covered at a height of a least ten feet with two-inch plank or other approved material resting upon strong supporting joists well fastened and braced to strong posts on both sides.

G. Chapter 33 of the International Building Code as adopted by the City controls over this section.

Section 10. That Section 12.02.0724 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0724 Barriers and Traffic Control

A. In case any public way is dug up, excavated, undermined, disturbed, or obstructed, or any obstruction placed thereon, the permittee and/or person causing the same shall erect and maintain around the site a good and sufficient barrier, and shall also maintain lighted amber lights during every night from sunset to daylight, at each end and safely around such obstruction.

B. In cases where a permit allows for the encroachment upon or the closure of a traffic lane, the permittee will provide traffic-control measures as may be established by the ((~~development services center manager~~)) Director of Development Services or their designee and/or the ((~~director of the street department~~)) Street Director.

Section 11. That Section 12.02.0755 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0755 Bus Benches / Transit Shelter Located in the Public Right-of-way

A. Bus benches, transit shelters, and other similar facilities utilized for the benefit of patrons of public transportation may be placed in the public right-of-way pursuant to the approval of the City and under the direction of the ((~~development services center manager~~)) Director of Development Services or their designee.

B. Bus bench signs at designated public transportation stops located in the public right-of-way shall be permitted, provided, however, that such signs shall have any necessary permits and comply with all applicable regulations set forth in the Spokane Municipal Code, interlocal agreements with a public transportation authority, and/or other rules or requirements.

Section 12. That Section 13.03.0503 of the Spokane Municipal Code is amended to read as follows:

Section 13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility ((~~which~~)) that discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner's expense and liability. Installation may be required for other facilities by the director, ((~~the building and planning department~~)) Development Services Department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and

inspection.

Cross reference(s)((~~&mdash~~))Sewer construction regulations, SMC 13.03.0622.

Section 13. That Section 17A.010.070 of the Spokane Municipal Code is amended to read as follows:

Section 17A.010.070 Delegation of Administration

Except to the extent that state law requires municipal code enforcement personnel to be specifically qualified, every function, authority, and responsibility vested by this title in a particular officer is delegable.

A. Responsibility for the administration, application, and interpretation of these procedures pursuant to this title is as is set forth below.

1. The ((~~director of building services~~)) Director of Development Services or ((~~his/her~~)) their designee administers chapter 17E.050 SMC, Title 17F SMC, chapter 17G.010 SMC, Title 17I SMC, and the development codes.

2. The ((~~director of engineering services~~)) Director of Engineering Services or ((~~his/her~~)) their designee administers chapter 17D.020 SMC, chapter 17D.080 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Title 17H SMC, and the development codes.

3. The ((~~director of planning and economic development services~~)) Director of Planning Services or ((~~his/her~~)) their designee administers Title 17B SMC, Title 17C SMC, and chapter 17D.010 SMC, chapter 17D.080 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.061 SMC, chapter 17G.070 SMC, and chapter 17G.080 SMC.

4. The ((~~historic preservation officer~~)) Historic Preservation Officer or ((~~his/her~~)) their designee administers chapter 17D.040 SMC and chapter 17E.050 SMC.

5. The ((~~director of wastewater management~~)) Director of Wastewater Management administers chapter 17D.060 SMC and chapter 17D.090 SMC.

Section 14. That Section 17A.050.020 of the Spokane Municipal Code is amended to read as follows:

Section 17A.050.020 Procedure

A. Application.

Any person may request in writing the ((~~planning director's~~)) Director of Planning Services' interpretation of a code provision of Title 17 SMC when it pertains to a specific property or project by means of a request of administrative zoning determination. The ((~~director of building services~~)) Development Services, the ((~~planning and economic development services director~~)) Director of Planning Services, and the ((~~hearing examiner~~)) Hearing Examiner each have authority to interpret this title and may independently initiate an interpretation of any conflicting or unclear provisions of this title.

B. Multiple Applications.

If an application for an interpretation is associated with any land use application(s) subject to Title 17 SMC, then the application for the interpretation may be combined with the associated application(s) and is subject to the highest level of procedure that applies to any of the applications.

C. Codification.

To ensure that ((~~planning services director~~)) Director of Planning Services interpretations are applied consistently over time, the ((~~planning and economic development services director~~)) Director of Planning Services shall on an annual basis initiate an amendment to this code for the purpose of codifying the interpretations. This shall be done by amending interpreted code section constant with the interpretations in the administrative zoning determination.

D. Appeals

Any official interpretation of the provisions of Title 17 SMC may be appealed by any aggrieved party, pursuant to the appeal procedures set forth in SMC 17G.061.340.

Section 15. That Section 17C.111.245 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.245 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property by providing attractive landscape materials. The negative effects

of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line

.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

a. forty-two inches high or less, or

b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.111.205-2.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, concertina, or razor wire in the R1, R2, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for

agricultural, farming, or animal uses.

2. No person may construct or maintain a fence or barrier charged with electricity in the R1, R2, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.

3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. Fence Setbacks.

a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

F. Enclosures for Pools, Hot Tubs, and Impoundments of Water.

1. To protect against potential drowning and near drowning by restricting access to pools, spas, and other impoundments of water, a person maintaining a swimming pool, hot tub, or other impoundment of water exceeding eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence or other barrier as described in the currently adopted edition of the International Swimming Pool and Spa Code.

2. When a fence is elected as the preferred barrier, the following applies:

a. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the ((~~building services department~~)) Development Services Department.

b. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

c. No opening, except a door or gate, may exceed four inches in any dimension.

d. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

Section 16. That Section 17C.120.310 of the Spokane Municipal Code is amended to read as follows:

Section 17C.120.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.
No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.120.230.

a. Measured from Front Lot Line.
Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.
Fences up to six feet high are allowed in a required setback that is measured from a side lot line.

2. Side and Rear Structure Setbacks.
Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.
The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.
Sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line are subject to SMC 17C.120.570, Treating Blank Walls – Building Design.

D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that in a CB or GC zone up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight

feet from ground level above the curb.

F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible to small children.

2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the ((~~building services department~~)) Development Services Department.

3. If the ((~~enclose~~)) enclosure is a woven wire fence, it is required to be built to discourage climbing.

4. No opening, except a door or gate, may exceed four inches in any dimension.

5. Any Door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.
Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence

Section 17. That Section 17C.122.135 of the Spokane Municipal Code is amended to read as follows:

Section 17C.122.135 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Type of Fences.

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured From Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured From a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not In Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or nonrequired sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall either be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening), or meet the treatment of blank walls intent outlined in SMC 17C.122.060 – Initial Design Standards and Guidelines for Center and Corridors.

D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

F. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

2. Enclosures for Pools, Hot Tubs, or Ponds.

3. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in ((~~a~~)) depth and located on private property is required to construct and maintain ((~~and~~)) an approved fence by which the pool or water feature is enclosed and inaccessible by small children.

4. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.

5. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

6. No opening, except a door or gate, may exceed four inches in any dimension.

7. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which

the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be fifty-four inches above the ground.

8. Outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair and existing fence.

Section 18. That Section 17C.130.310 of the Spokane Municipal Code is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

3. No fence may be closer than twelve feet to the curb.

E. Electric Fences.

The construction and use of electric fences shall be allowed in the Heavy Industrial (HI) and Light Industrial (LI) zones only as provided in this section, subject to the following standards:

1. Permit.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;

b. Fence details showing both the electrified fence and protective barrier, including all gates;

c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76.

Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

a. The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall.

No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.

a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.

b. Electric fences shall be subject to the screening requirements of SMC 17C.200.070 when installed adjacent to, across a street or alley from a non-industrial zone.

c. Electric Fences are subject to Street Frontage requirements prescribed in 17C.200.040 when installed along street frontage that is adjacent to or across the street from a non-industrial zone.

5. Location.

a. Electric fences shall be permitted on any non-residential outdoor storage areas.

b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.

c. Electric fences shall not be installed within five (5) feet of a sidewalk, trail, or other pedestrian connection unless the exterior perimeter non-electrified fence is covered with a solid covering.

6. Height.

Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

7. Warning signs.

Electric fences shall be clearly identified with warning signs that read: “Warning-Electric Fence” and contain icons that are universally understood at intervals of not less than thirty feet.

8. Electric fence burglar alarms shall be governed and permitted under Title 10 Regulation of Activities, Chapter 10.48 False Alarms.

9. Hours of activation.

Electric fences must only be energized during hours when the public does not have legal access to the protected property, except when personnel is available on-site to deactivate the electric fence.

10. Key Box.

a. Electric fences shall have installed a key box system in accordance with the Spokane Fire Department standards.

b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.

11. Fire Department Registration.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Spokane Fire Department using forms provided by the Fire Chief.

12. Indemnification.

All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Spokane and its agents, officers, consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

13. Emergency Access.

In the event that access by the City of Spokane Fire Department and/or Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the City of Spokane and/or its personnel under such circumstances.

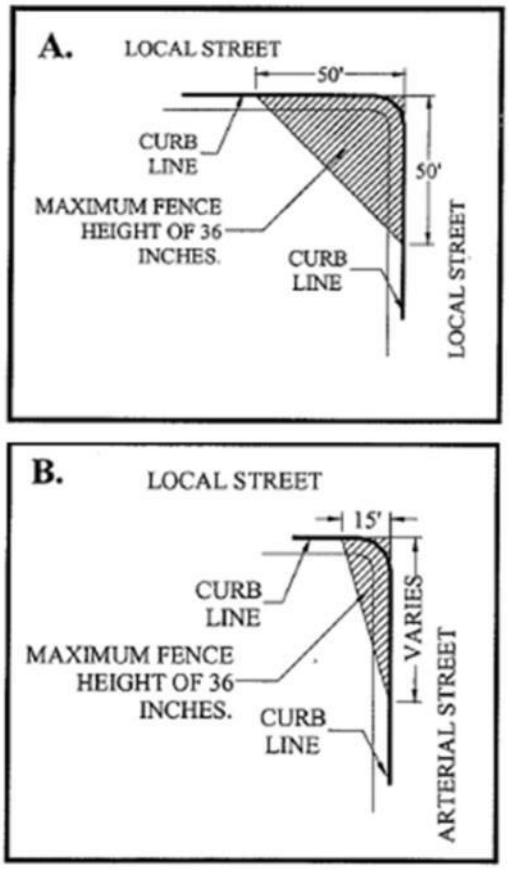
14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

F. Visibility at Intersections

1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, no fence exceeding a height of thirty-six inches above the curb may be inside the:

    a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or

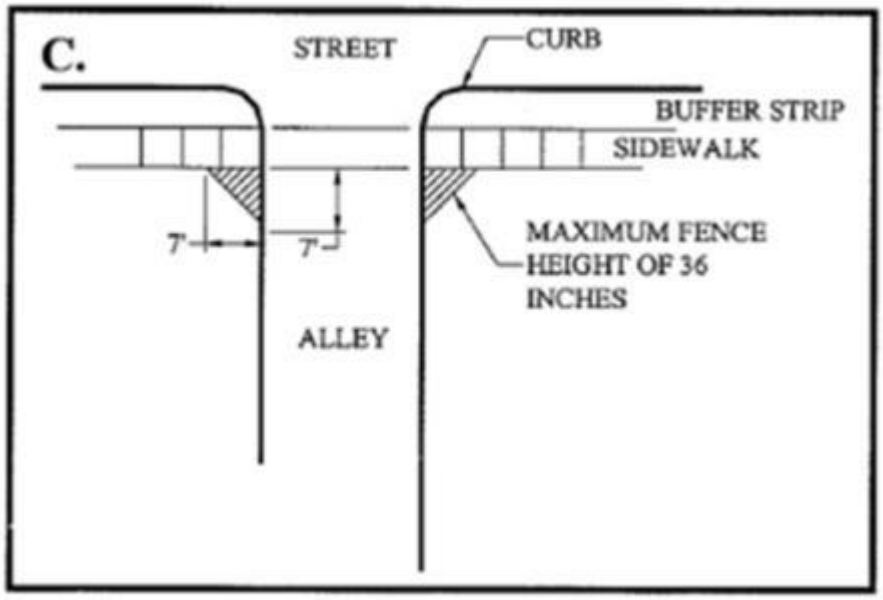


b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or

c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

   i. the inside line of the sidewalk; or

   ii. if there is no sidewalk, a line seven feet inside the curb line.



G. Enclosures for Pools, Hot Tubs, or Ponds

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.

2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.

3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

4. No opening, except a door or gate, may exceed four inches in any dimension.

5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 19. That Section 17C.210.060 of the Spokane Municipal Code is amended to read as follows:

Section 17C.210.060 Nonconforming Uses – Conversion

A. A person may not change the use of a nonconforming use unless the change is to a conforming use, except as provided in this section.

B. In the residential, O, OR, NR, and NMU zones, a nonconforming use may, by conditional use permit from the ((~~hearing examiner~~)) Hearing Examiner, be changed to an equal or more compatible use so long as no new building, enlargement, or extensive alteration is involved.

C. In the CC-2, Downtown, CB, or GC and less restrictive zones, a nonconforming use may be changed to any use permitted in the zone wherein the nonconforming use is first permitted, except there can be no conversion to a use confined to the HI zone.

D. As an alternative to demolition and removal as required by this chapter, a building having a floor area, exclusive of any basement, in excess of one thousand five hundred feet and located in an R1 or R2 zone may be converted, by conditional use permit from the ((~~hearing examiner~~)) Hearing Examiner, to a multifamily residence complying with the RMF zone lot area requirements if the ((~~examiner~~)) Hearing Examiner finds the conversion will promote the purposes of this chapter and will not perpetuate any unduly detrimental condition.

1. The work of conversion under this subsection must be commenced within one year and completed within two years or the ((~~director of building services~~)) Director of Development Services will cause demolition and removal.

2. When the nonconforming building is of such construction as prevents its being moved or altered without major structural damage or substantial reduction of its usefulness, the ((~~hearing examiner~~)) Hearing Examiner may grant with the conditional use permit such lot area, building coverage, height or yard variances as necessary to allow conversion in a practical fashion and minimize the effect of the nonconforming use on the surrounding area.

Section 20. That Section 17C.210.070 of the Spokane Municipal Code is amended to read as follows:

Section 17C.210.070 Nonconforming Uses – Termination

A. Upon expiration of the nonconforming rights of a nonconforming use (because of discontinuance or expiration of conditional use permit, under SMC 17C.210.030, or because of substantial destruction under SMC 17C.210.040) the owner is required to convert it to a conforming use, or completely remove it, along with all structures, fences and signs, and clear the site as specified by the required demolition permit and the building code.

B. Upon expiration of the nonconforming rights of a use of open land, the owner is required to remove all material and equipment employed in the nonconforming use.

C. Removal of nonconforming uses must be commenced within one year and completed within two years after the ((~~director of building services~~)) Director of Development Services gives written notice to the owner of the property to terminate the unlawful use.

Section 21. That Section 17C.230.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.230.140 Development Standards

A. Purpose.

The parking area layout standards are intended to promote safe circulation within the parking area and provide for convenient entry and exit of vehicles.

B. Applicability.

The standards of this section apply to all vehicle areas, whether required or excess parking.

C. Improvements.

1. Paving.

In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface. Such surface shall be specified by the ((~~city engineer~~)) City Engineer. Alternatives to the specified all-weather surface may be provided, subject to approval by the ((~~city engineer~~)) City Engineer. The alternative must provide results equivalent to paving. All surfacing must provide for the following minimum standards of approval:

a. Dust is controlled.

b. Stormwater is treated to City standards; and

c. Rock and other debris is not tracked off-site.

The applicant shall be required to prove that the alternative surfacing provides results equivalent to paving.

2. Striping.

All parking areas, except for stacked parking, must be striped in conformance with the parking dimension standards of this section, except parking for Single-Unit Residential Buildings, Accessory Dwelling Units, or Middle Housing developments of no more than six units.

3. Protective Curbs Around Landscaping.

All perimeter and interior landscaped areas directly adjacent to parking aisles, parking spaces, or an abutting sidewalk must have continuous, cast in place, or extruded protective curbs along the edges. Curbs separating landscaped areas from parking areas may allow stormwater runoff to pass through them. Tire stops, bollards, or other protective barriers may be used at the front ends of parking spaces. Curbs may be perforated or have gaps or breaks. Trees must have adequate protection from car doors as well as car bumpers. This provision does not apply to Single-Unit Residential Buildings, Accessory Dwelling Units, or Middle Housing developments of no more than six units.

D. Stormwater Management.

Stormwater runoff from parking lots is regulated by the ((~~engineering services department~~)) Engineering Services Department.

E. Parking Area Layout.

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

a. Parking spaces and aisles shall meet the minimum dimensions contained in Table 17C.230.140-1.

b. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

3. Parking for Disabled Persons.

The ((~~city building services department~~)) Development Services Department regulates the following disabled person parking standards and access standards through the building code and the latest ANSI standards for accessible and usable buildings and facilities:

a. Dimensions of disabled person parking spaces and access aisles.

b. The minimum number of disabled person parking spaces required.

c. Location of disabled person parking spaces and circulation routes.

d. Curb cuts and ramps, including slope, width, and location; and

e. Signage and pavement markings.

4. A portion of a standard parking space may be landscaped instead of paved, as follows:

a. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of a vehicle using the space, as shown in Figure 17C.230.140-1. Any vehicle overhang must be free from interference from sidewalks, landscaping, or other required elements.

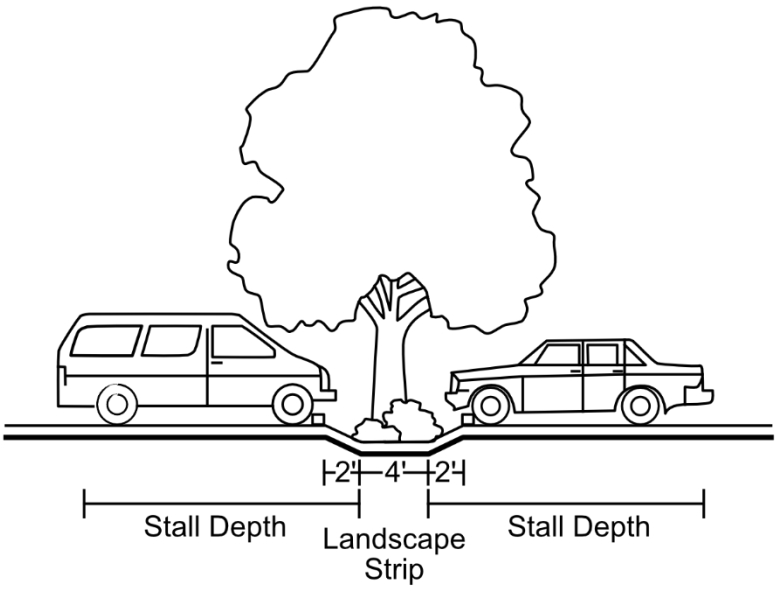


Figure 17C.230-3 Landscaped area at front of parking space

b. Landscaping must be ground cover plants; and

c. The landscaped area counts toward parking lot interior landscaping requirements and toward any overall site landscaping requirements. However, the landscaped area does not count toward perimeter landscaping requirements.

5. Engineering Services Department Review.

The ((~~engineering services department~~)) Engineering Services Department reviews the layout of parking areas for compliance with the curb cut and access restrictions of chapter 17H.010 SMC.

Table 17C.230.140-1
Minimum Parking Space and Aisle Dimensions [1, 2]

Angle (A)	Width (B)	Curb Length (C)	1-way Aisle Width (D)	2-way Aisle Width (D)	Stall Depth (E)
0° (Parallel)	8 ft.	20 ft.	12 ft.	20 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	20 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	20 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	20 ft.	17 ft. 6 in.
90°	8 ft. 6 in.	8 ft. 6 in.	20 ft.	20 ft.	16 ft.

Notes:
[1] See Figure 17C.230.140-2.
[2] Dimensions of parking spaces for the disabled are regulated by the building code. See SMC 17C.230.140(E)(3).

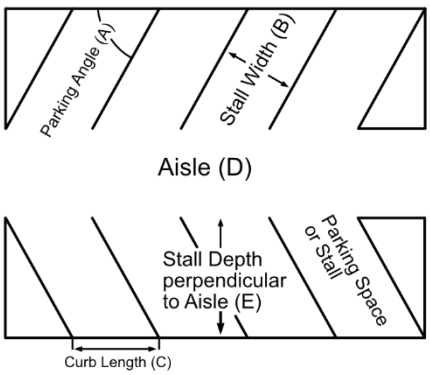
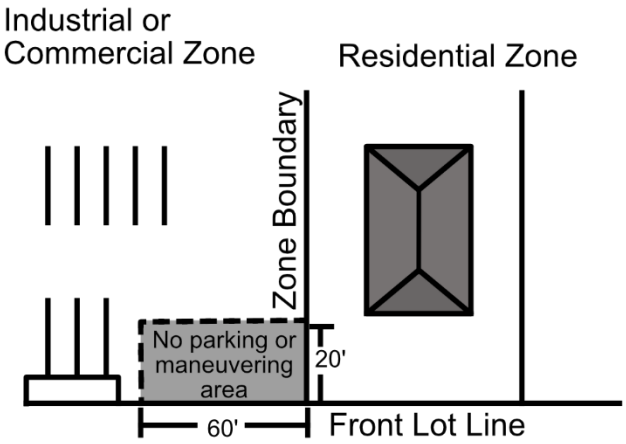


Figure 17C.230-4 Parking Dimension Factors

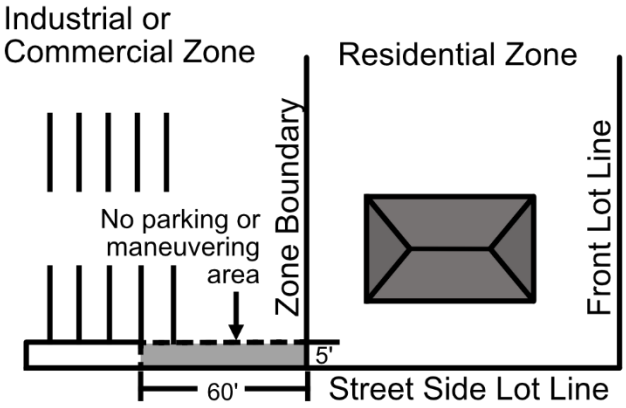
F. Parking Area Setbacks and Landscaping.

1. For parking areas on sites abutting residential zoning districts, parking spaces or maneuvering areas for parking spaces, other than driveways that are perpendicular to the street, are required to be setback a distance equal to the setback specified in SMC 17C.230.145(C)(1) of the adjacent

residential zoning district for the first sixty feet from the zoning district boundary (Figure 17C.230.140-3).



A. Setback adjacent to front lot line



B. Setback adjacent to street lot line.

Figure 17C.230-5 Parking Area Setback

2. All landscaping must comply with the standards of chapter 17C.200 SMC, Landscaping and Screening.

Section 22. That Section 17C.230.300 of the Spokane Municipal Code is amended to read as follows:

Section 17C.230.300 Loading

A. Purpose.

A minimum number of off-street loading spaces are required to ensure adequate

areas for loading for larger uses and developments. These standards ensure that the appearance of loading areas will be consistent with that of parking areas.

B. Loading Standards.

1. Number of Loading Spaces.

The number of loading spaces required is determined by the following table.

Building Uses Include	**Number of Loading Spaces Required for Amount of Each Use**
Less than fifty dwellings units	0
Fifty or more dwelling units	1
Less than twenty thousand square feet of non-residential use	0
Twenty thousand square feet to fifty thousand square feet of non-residential floor area	1
More than fifty thousand square feet of non-residential floor area	2

2. No loading spaces are required on a lot in the congested district((~~, as defined in~~ SMC 16A.04.010~~,~~)) which does not abut an alley.

C. Size of Loading Spaces.

Required loading spaces must be at least twenty-five feet long, ten feet wide, and have a clearance of fourteen feet, unless the ((~~director of building services~~)) Director of Development Services waives the height requirement for good cause.

D. Placement, Setbacks, and Landscaping.

Loading areas must comply with the setback and perimeter landscaping standards stated in chapter 17C.200 SMC, Landscaping and Screening. When parking areas are prohibited or not allowed between a building and a street, loading areas are also prohibited or not allowed.

E. Paving.

In order to control dust and mud, all loading areas must be paved.

Section 23. That Section 17C.300.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.300.140 ((~~ADU~~)) Accessory Dwelling Unit Expiration

A. Transfer.

In the case where a lot with an ((~~ADU~~)) accessory dwelling unit also has a Short-Term Rental under chapter 17C.316 SMC, an ((~~ADU~~)) accessory dwelling unit permit is not transferable to any other property or any other person except to the new owner of the subject property when the property will be owner occupied.

B. Expiration.

Approval of an ((~~ADU~~)) accessory dwelling unit expires when the:

1. accessory dwelling unit is altered and is thus no longer in conformance with the plans approved by the ((~~building services department~~)) Development Services Department; or

2. property ceases to maintain the required off-street parking spaces for the accessory and principal dwelling units; or

3. in the case where a lot with an ((~~ADU~~)) accessory dwelling unit also has a Short-Term Rental under chapter 17C.316 SMC, legal titleholder of the property ceases to own and reside in either the principal or the accessory dwelling unit.

Section 24. That Section 17D.010.020 of the Spokane Municipal Code is amended to read as follows:

Section 17D.010.020 Concurrency Review

A. Application.

All development permit applications are subject to a concurrency review except those exempted in SMC 17D.010.030. If a concurrency review is conducted for the preliminary plat application, no concurrency review shall be required for the final plat application.

B. Procedures.

The concurrency review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The ((~~planning and economic development services department~~)) Planning and Economic Development Services Department shall provide the overall coordination of the concurrency review by notifying the facility and service providers of all applications (not including applications for building permits which

shall be processed and coordinated by the ((~~building services department~~)) Development Services Department in a manner consistent with this chapter) requiring a concurrency review as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.061.120(B)(3); notifying the applicant of the review results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.

3. On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

C. Review.

Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency review. For transportation, police protection, fire protection, schools, parks and recreation, and libraries, available and planned capacity will be used in conducting the concurrency review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit ((~~to~~)), the concurrency review is satisfied.

2. If the concurrency review is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:

a. modify the application to reduce the need for concurrency facilities that do not exist;

b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;

c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or

d. appeal the results of the concurrency review to the ((~~hearing examiner~~)) Hearing Examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day

reservation period is tolled from the date an appeal is filed until the date the ((~~hearing examiner~~)) Hearing Examiner signs his written opinion.

D. Concurrency Inquiry

An inquiry may be made as to whether or not capacity exists within concurrency facilities without an accompanying request for a development permit.

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering Services may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Section 25. That Section 17D.060.070 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.070 Enforcement Authority – Implementation

A. In accord with SMC 17A.010.070(A)(5), the term "director" in this chapter means the ((~~director of wastewater management~~)) Director of Wastewater Management. The ((~~director of wastewater management~~)) Director of Wastewater Management has overall enforcement authority for this chapter, including the authority to issue notices of infraction for violations related to this chapter, and may delegate authority to issue infractions to Wastewater Management staff or functions to other departments as desired. Actions of other officials listed in this chapter is subject to the overall approval of the ((~~director of wastewater management~~)) Director of Wastewater Management.

B. The ((~~engineering services department~~)) Engineering Services Department may enforce stormwater design standards and other applicable specifications relating to the design and installation of onsite stormwater facilities for commercial developments. Issuance of any permit or approval for commercial developments is conditioned upon acceptable documentation by a civil engineer licensed by the State of Washington of the following statements under penalty of perjury on such forms as may be supplied by the department:

1. That the engineer is familiar with all current City of Spokane onsite stormwater facility requirements.

2. That the engineer has personally inspected the stormwater facility site and that it fulfills the requirements applicable to the pending development; and

3. That the development meets or exceeds all applicable municipal requirements relating to onsite stormwater facilities and applicable stormwater and drainage control, as designed, installed, and functioning.

4. In lieu of such certification, the director may require an inspection for stormwater by municipal staff, services billed at an hourly rate of fifty dollars per hour, with a minimum charge of one hundred dollars, anticipating two inspections will be needed.

C. The ((~~building services department~~)) Development Services Department may enforce stormwater design standards and other applicable specifications for residential development. In addition to other applicable fees, a building permit applicant for residential development must pay full costs of services. It is anticipated that at least two inspections will be needed.

D. The ((~~wastewater management department~~)) Wastewater Management Department enforces maintenance requirements for onsite stormwater facilities after installation and determines any questions relating to proper functional level and efficiency of said facilities. Said department develops a record of onsite stormwater facilities locations and takes any enforcement action needed to keep them fully and efficiently functioning. Said department reviews plans or design specifications on file or otherwise accessible to determine the nature and extent of onsite stormwater facility requirements applicable to any specific premises, and may conduct further inquiry and/or site inspections as deemed necessary to enforce said requirements and this chapter.

E. In evaluating decisions under the chapter, the enforcing official may elect to submit any information available to an outside consultant or civil engineer licensed to practice in the State of Washington selected by the City for review at the City's expense. An applicant may likewise have such opinion further reviewed by an independent civil engineer licensed to practice in the State of Washington selected by applicant at the applicant's expense. All final decisions shall be at the enforcing official's sole discretion.

Section 26. That Section 17D.060.140 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.140 Runoff and Infiltration Controls

A. Runoff and infiltration controls apply in all areas of the City except where exempt or modified.

B. Unless otherwise specified, street and alley paving projects funded by local improvement districts are exempt from the provisions of SMC 17D.060.130 and SMC 17D.060.140.

C. Drainage plans shall be prepared and submitted for review and acceptance for all proposed plats and land disturbing activities prior to issuance of any permits for site disturbance, including but not limited to grading permits and building permits. The Director of Wastewater Management has the authority to waive requirements to the necessity for a drainage plan, but must do so in writing. Factors considered in the evaluation of a waiver request include, but are not limited to:

1. soil characteristics and depth,

2. number of lots,

3. infill development,

4. percent impervious area,

5. pass-through drainage,

6. history and trends of runoff-related problems,

7. depth to ground water.

D. With respect to drainage plans required under subsection (C) of this section:

1. the volume and rate of surface water runoff after new development shall be no greater than the runoff volume and rate leaving the site prior to development, unless the Director of Engineering Services approves the discharge of additional runoff based on a comprehensive drainage plan and down gradient impact study;

2. drainage plans for development proposals in SDDs shall not rely upon infiltration to accommodate the additional runoff resulting from the proposed development. However, approval to use infiltration in part or in whole may be granted by the Director of Engineering Services upon a showing, after assessing new, existing, and cumulative impacts from prior developments, that no adverse impact to the side, adjacent, or down gradient properties would occur;

3. drainage plans submitted for development proposals shall comply with the Spokane Regional Stormwater Manual and the City of Spokane Design Standards, as approved by and on file with the Director of Engineering Services, for the design of onsite stormwater facilities, including any

limitations applicable to any specific SDD;

4. drainage plans shall include identification of all properties to be reserved for onsite stormwater facilities and the location of all natural drainage systems.

E. The developer, property owner, or other responsible, authorized and designated entity acceptable to the Director of Wastewater Management (e.g., a homeowners association) shall be responsible for accepting and maintaining onsite stormwater facilities. The developer shall provide a perpetual maintenance plan, including funding mechanisms and appropriate financial security for such onsite stormwater facilities acceptable to the Director of Wastewater Management.

1. Any private stormwater facilities that receive post-construction stormwater runoff from new development or redevelopment projects which (a) were approved in 2011 or later, and (b) whose disturbance was one acre or more, or projects that were less than one acre and are part of a larger common plan of development or sale, shall be inspected annually by a qualified stormwater professional. Private property owners, or other responsible person, authorized and designated entity shall provide annual certification by a qualified third party that adequate maintenance has been performed and the facilities are operating as designed to protect water quality.

F. New plats shall expressly identify tracts of land devoted to the conveyance and/or disposal of stormwater flows. The location of all on-site stormwater facilities shall meet the requirements of the Spokane Regional Stormwater Manual.

G. Violations of this section shall be enforced as any other violation of this chapter.

Section 27. That Section 17D.060.220 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.220 Penalties – Further Remedies

A. Violations of this chapter are a violation of municipal stormwater facility standards and subject to penalties as provided in SMC ((~~1.05.160~~)) 01.05.151. Each day of a continuing violation is a new and separate violation.

B. Whenever a nuisance is abated by the City under this chapter, the director shall keep an accurate account of all expenses incurred, any accrued penalties, plus one hundred percent of the contractor's costs or other City costs for each nuisance abated.

C. When a property meets the conditions for costs or penalties as described in this section, the director may seek recovery of all charges in any manner authorized

by law. Remedies herein are in addition to and not in alternative of any other available remedies.

Section 28. That Section 17D.080.100 of the Spokane Municipal Code is amended to read as follows:

Section 17D.080.100 Payment of Fees

A. All developers who choose to pay an impact fee pursuant to this chapter make such payment at the time that the applicable development permit is issued. When a fee has been agreed to at the time of the preliminary plat approval (or other approval not requiring the immediate issuance of a building permit), the developer must agree that the impact fee will be adjusted at the time the development permit is issued in accordance with the appropriate construction price index.

B. The impact fee, initially calculated after application for a development permit, is recalculated at the time of payment if the development is modified or conditioned in such a way so as to alter the direct impact upon the public facilities.

C. A developer may obtain a preliminary determination of the impact fee before receiving approval for development by paying a processing fee, providing the department with the information needed to process the preliminary determination and attending a predevelopment conference or by consultation with the ((~~building services department~~)) Development Services Department.

Section 29. That Section 17D.090.040 of the Spokane Municipal Code is amended to read as follows:

Section 17D.090.040 Applicability

A. This chapter applies to all ground-disturbing activities whether or not a permit is required, unless such activities are otherwise exempted herein. As a condition of issuance of any permits involving activities or matters regulated by this chapter, compliance with the provisions of this chapter, including the referenced regulation manuals in SMC 17D.090.030 is required. All ground-disturbing activities that do not require a permit are also subject to this chapter, including referenced regulation manuals. Although a ground-disturbing activity may not require a permit from the City of Spokane, a permit may be required from state and/or federal agencies.

B. Wherever the requirements of this chapter apply to any other separate municipal permit authority, they are incorporated therein, as additional permit conditions. Such permit authority includes but is not limited to, building or other permits issued by the ((~~building services department~~)) Development Services Department, permits issued by the ((~~planning and economic development services department~~)) Planning and Economic Development Services Department, and

permits issued by the ((~~engineering services department~~)) Engineering Services Department.

C. Whenever conduct regulated by this chapter falls outside a specific municipal regulatory program, it is a violation of this chapter otherwise to engage in any conduct or refrain from acting in accord with the applicable requirements of this chapter.

D. No ground-disturbing activities shall occur on any property until all final grading, erosion sediment control and bonding requirements have been accepted by the director in ((~~accord~~)) accordance with this chapter. As used herein unless otherwise specified, "director" means the ((~~director of wastewater management~~)) Director of Wastewater Management. Said director may delegate functions as desired, subject to said official's overall authority as provided in SMC 17A.010.070(A)(5).

[Cross reference: SMC 17A.010.070, SMC 17D.090.190; Examples of affected permits: ((~~SMC 17F.040.070 and~~)) SMC 17F.040.080]

Section 30. That Section 17D.090.350 of the Spokane Municipal Code is amended to read as follows:

Section 17D.090.350 Penalties – Further Remedies

A. Violations of this chapter are a violation of municipal erosion and sediment control standards and subject to penalties as provided in SMC ((~~1.05.160~~)) 01.05.151. Each day of a continuing violation is a new and separate violation.

B. Whenever a nuisance is abated by the City under this chapter, the director shall keep an accurate account of all expenses incurred, any accrued penalties, plus one hundred percent of contractor's costs or other City costs for each nuisance abated.

C. When a property meets the conditions for costs or penalties as described in this section, the director may seek recovery of all charges in any manner authorized by law. Remedies herein are in addition to and not in alternative of any other available remedies.

Section 31. That Section 17F.010.080 of the Spokane Municipal Code is amended to read as follows:

Section 17F.010.080 Promulgation of Decision

A. Upon Hearing Under the existing Building and Conservation Code.

1. Copies of the findings and order of the ((~~building official~~)) Building Official are posted and served as provided in SMC 17F.010.050(A)(1)(a) and (b), upon all persons having a record interest in the property who have not disclaimed all interest. If, within the time allowed, no appeal is filed, a copy of the ((~~building official's~~)) Building Official's order is filed in the manner of a lis pendens in the office of the Spokane County ((~~auditor~~)) Auditor.

2. Copies of the findings and order of the ((~~hearing examiner~~)) Hearing Examiner are promulgated as provided in subsection (A)(1) of this section. If the order does not require action from which a lien in favor of the City may result, the ((~~building official~~)) Building Official files a cancellation of notice of lis pendens represented by this complaint under SMC 17F.010.050(A)(1)(c).

B. Without Hearing.

Unless otherwise provided by law, and subject to such rules as may be adopted, it is sufficient that the decision on an application under this chapter that does not involve a hearing be filed in the records of the agency and be summarized in writing to the applicant.

1. Building Permits.

Building permits (including such related permits as are described in SMC 17G.010.140) are issued based on the written application and accompanying plans, if any. When the ((~~department of building services~~)) Development Services Department requires modification of an application, it may either require the applicant to resubmit the application or indelibly mark the modification on the application. The work for which a permit is issued is identified by a mark of approval on the application documents, one set of which is retained in the department, and the other set of which is given to the applicant and kept at the site of the work until final inspection and approval.

2. Projecting Structures.

The projection into a public way is shown on the building permit application and plans. When the projection exceeds limits prescribed in Chapter 32 of the International Building Code, or the owner so requests, or the ((~~building official~~)) Building Official so elects, the projection is authorized by the ((~~city council~~)) City Council in the form of an easement which is filed of record in the ((~~county auditor's~~)) Spokane County Auditor's office.

3. Sidewalk Openings.

A permit to install a sidewalk opening is based upon the written application and accompanying plans. When the ((~~engineering services department~~)) Engineering Services Department requires modification of an application, it may either require the applicant to resubmit the application or indelibly mark the modification on the application.

The details of the installation are evidenced by a mark of approval on the application documents, the original of which is kept on file in the ((~~engineering services department~~)) Engineering Services Department, and a copy of which is kept by the applicant at the work site.

4. Fences, Hedges, etc.

The agreement whereby the property owner covenants to remove the encroachment from and restore the right-of-way is filed of record in the ((~~county auditor's~~)) Spokane County Auditor's office.

5. Blaster's License.

The contractor's bond and liability insurance certificate are filed in the ((~~engineering services department~~)) Engineering Services Department, and a copy of the license is furnished to the fire official.

6. Boiler Operator's License.

((~~Engineer's~~)) Engineers', boiler ((~~operator's~~)) operators', and ((~~fireman's~~)) firemen's licenses are conspicuously displayed in the room where the boiler or steam plant to which the license applies is located.

7. Blasting Permit.

A copy of the blasting permit is furnished to the fire official and to such other departments as the ((~~city engineer~~)) City Engineer deems appropriate in the particular case.

8. Building Moving Permit.

Notice that the permit is to be issued as applied for is given by the ((~~department of building services~~)) Development Services Department to the ((~~engineering services department~~)) Engineering Services Department, ((~~traffic division,~~)) ((~~police department~~)) Spokane Police Department and the ((~~utilities~~)) Public Works Division which have received a copy of the application. The original of the permit is given to the applicant, and a copy is retained ((~~in~~)) by the ((~~department of building services~~)) Development Services Department. Bond and insurance documents, if any, are filed with the ((~~department of building services~~)) Development Services Department.

9. Environmental Policy Act.

The proponent of a proposal to which the City has taken action may publish notice of the action by publication on the same day of the week for two consecutive weeks in a legal newspaper of general circulation, by filing notice with the ((~~state department of ecology~~)) Washington State Department of Ecology at its main office, and by mailing through regular first-class mail a notice to the record owners of each parcel adjoining the site or

by posting notice conspicuously on the site.

Section 32. That Section 17F.030.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.020 Definitions

A. ((“Accident” shall mean a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.

B. “Approved” means approved by the boiler inspector. (SMC 17F.030.150).

C. "ASME Code” is the boiler and pressure vessel code of the American Society of Mechanical Engineers with the amendments thereto made and approved by the council of the society which have been adopted.

D. "Automatic operation of a boiler" means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.

E. "Board" refers to the board of examiners provided in SMC 4.06.110.

F. "Boiler" means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.

G. "Boiler code" is the Spokane boiler and pressure vessel code, chapter 17F.030 SMC.

H. “BTU" means BTU input firing rate or the BTU input in British thermal units.

I. "City boiler inspector" means a boiler and pressure vessel inspector employed by the City of Spokane.

J. “Certificate of competency" is a certificate issued by the state board of boiler rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington state board of boiler rules.

K. "Commission" means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform inspections of boilers and/or

~~unfired pressure vessels.~~

~~L. "Condemned boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.~~

~~M. "Corrosion" shall mean the destruction or deterioration of a material that results from a reaction with its environment.~~

~~N. "Department" means the City of Spokane development services center.~~

~~O. "Domestic and/or residential purposes" means serving a private residence or an apartment house of less than six families.~~

~~P. "External inspection" is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.~~

~~Q. "Historical boilers and unfired pressure vessel" shall mean nonstandard boilers and pressure vessels including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.~~

~~R. "Indirect water heater" shall mean a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.~~

~~S. "Internal inspection" is an inspection made when the boiler or unfired pressure vessel is shut down and the hand holes, manholes or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.~~

~~T. "Low-pressure boiler" is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.~~

U. "Nationwide engineering standard" means a nationally accepted design method, formulae and practice acceptable to the board.

V. "NBIC" means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors with addenda and revisions thereto made and approved by the national board and adopted by the board of boiler examiners for the City.

W. "Nonstandard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.

X. "Pool heaters" shall mean a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs.

1. Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303.
2. Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall apply.
3. Pool heaters open to the atmosphere are excluded.

Y. "Owner/user" means a person, firm or corporation owning or operating any boiler or unfired pressure vessel within the city.

Z. "Place of public assembly" or "assembly hall" means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies which operate for the care of thirteen or more children), public and private hospitals and nursing and boarding homes.

AA. "Power boiler" ("high-pressure boiler") is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.

BB. "Reinstalled boiler or pressure vessel" means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.

~~CC. "Rental boiler" means any power or low-pressure heating boiler that is under a rental contract between owner and user.~~

~~DD. "Second-hand boiler or unfired pressure vessel" means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.~~

~~EE. "Small high-pressure boiler" means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.~~

~~FF. "Special design" means a design using nationally or intentionally recognized engineering standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200.~~

~~GG. "Special inspector" is an inspector holding a state of Washington commission identified under RCW 70.79.130.~~

~~HH. "Standard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.~~

~~II. "Unfired pressure vessel" is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure excluding:~~

~~1. Fired process tubular heaters;~~
~~2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device;~~
~~3. Piping whose primary function is to transport fluids from one location to another;~~
~~4. Those vessels defined as low-pressure heating boilers or power boilers.~~

~~JJ. "Unfired steam boiler" means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.~~

~~KK. "Water heater" means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.~~))

Term	Definition
Accident	means a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss, or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.
Approved	means approved by the boiler inspector. (SMC 17F.030.150).
ASME Code	is the boiler and pressure vessel code of the American Society of Mechanical Engineers, with the amendments thereto made and approved by the council of the society, which have been adopted.
Automatic operation of a boiler	means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.
Boiler	means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.
Boiler Code	Spokane Boiler and Pressure Vessel Code, chapter 17F.030 SMC.
BTU	means BTU input firing rate or the BTU input in British thermal units.
City boiler inspector	means a boiler and pressure vessel inspector employed by the City of Spokane.
Certificate of competency	is a certificate issued by the Washington State Board of Boiler Rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington State Board of Boiler Rules.
Commission	means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform

	inspections of boilers and/or unfired pressure vessels.
Condemned boiler or unfired pressure vessel	means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.
Corrosion	means the destruction or deterioration of a material that results from a reaction with its environment.
Department	means the City of Spokane Development Services Department
Domestic and/or residential purposes	means serving a private residence or an apartment house of less than six families.
External inspection	is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.
Historical boilers and unfired pressure vessel	means nonstandard boilers and pressure vessels, including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.
Indirect water heater	means a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.
Internal inspection	is an inspection made when the boiler or unfired pressure vessel is shut down, and the hand holes, manholes, or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.

Low-pressure boiler	is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.
Nationwide engineering standard	means a nationally accepted design method, formulae and practice acceptable to the board.
NBIC	means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors, with addenda and revisions thereto made and approved by the national board and adopted by the City.
Nonstandard boiler or unfired pressure vessel	means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.
Pool Heaters	means a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs. • Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303. • Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall

	apply. • Pool heaters open to the atmosphere are excluded.
Owner/user	means a person, firm, or corporation owning or operating any boiler or unfired pressure vessel within the city of Spokane.
Place of public assembly/assembly hall	means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies that operate for the care of thirteen or more children), public and private hospitals, and nursing and boarding homes.
Power boiler ("high-pressure boiler")	is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.
Reinstalled boiler or pressure vessel	means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.
Rental boiler	means any power or low-pressure heating boiler that is under a rental contract between owner and user.
Second-hand boiler or unfired pressure vessel	means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.
Small high-pressure boiler	means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.
Special design	means a design using nationally or intentionally recognized engineering

	standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200
Special inspector	is an inspector holding a state of Washington commission identified under RCW 70.79.130.
Standard boiler or unfired pressure vessel	means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.
Unfired pressure vessel	is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure, excluding: 1. Fired process tubular heaters; 2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device; 3. Piping whose primary function is to transport fluids from one location to another; 4. Those vessels defined as low-pressure heating boilers or power boilers.
Unfired steam boiler	means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.
Water heater	means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a

	nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.

Section 33. That Section 17F.030.040 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.040 Installation Permit

No person may install or allow to be installed within the City any boiler or pressure vessel without an installation permit from the ((~~building services department~~)) Development Services Department. The fee for each permit and for other activities related to the enforcement of this chapter shall be as set forth in SMC 8.02.030.

Section 34. That Section 17F.040.085 of the Spokane Municipal Code is amended to read as follows:

Section 17F.040.085 Sublevel Construction Controls

A. Sublevel design and construction controls as set forth in below((~~,~~)) shall apply in all SDDs, except where expressly exempted pursuant to SMC 17D.060.170.

   1. This exemption may apply to a subdivision as a whole or to individual lots.

   2. In specific cases restrictions on building location or other conditions may be imposed as a condition of exemption.

   3. Exemptions shall be supported by a sublevel geotechnical study.

      a. The requirement for a geotechnical study may be waived by the ((~~director of building services~~)) Director of Development Services upon a showing that the purpose and findings set forth in SMC 17D.060.010 are adequately addressed.

   4. If an exemption is granted the conditions set forth in subsection (C) of this section do not apply.

B. Sublevel structures shall be defined as any finished or unfinished floor level of any structure, or addition thereto, that is not elevated a minimum of twelve inches above the highest elevation of finished grade.

1. “Finished grade” is defined as the elevation of an imaginary line located a distance of five feet from the perimeter of the foundation of the structure.
2. Garages and paved driveway access from the garage shall be exempt from the finished grade requirement.
3. The structure shall meet all requirements of the International Building Code, as adopted by the City of Spokane, for drainage and slope setback. Non-exempt sublevel structures will not be permitted unless requirements set forth in subsection (C) of this section are met.

C. Sublevel Structure Requirements.

1. A site-specific geotechnical analysis shall be performed by a civil engineer currently licensed in the State of Washington qualified in geotechnical engineering. The geotechnical engineer shall consider subsurface information accessible from the City of Spokane and Spokane County for surrounding properties in the evaluation of the feasibility of the construction of sublevel structures. In reviewing the sufficiency of submissions under this provision, the director may also consider information and prior geotechnical subsurface studies presented at the time of platting or in other earlier development phases. A party may also request consideration of pre-approval of the requirements of this section at the time of platting or an earlier development phase if sufficient information is available.
2. Sublevel structures shall be designed by an architect registered with the State of Washington or a civil engineer licensed to practice in the State of Washington (design professional). The design shall incorporate current engineering practices and technology (e.g., sub-surface drains, sealant, and positive drainage away from the structure), and the recommendations of the geotechnical study, if any.
    a. The design professional or permit holder shall conduct an inspection to evaluate and assess that the sublevel construction conforms to the design. The City shall provide a form for documenting such an assessment.
3. The City, its officers, and employees shall not be responsible for nor assume any liability for any claim for loss or liability arising out of flooding, drainage, or surface or subsurface water problems resulting from construction upon and/or landscaping of the property in question.

Section 35. That Section 17F.060.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.060.020 Installation Permit

A. No person may construct, erect, place, install, or alter any elevator, dumb waiter, escalator, temporary personnel hoist, platform lift, stair climber, material lift or moving walk or related equipment without first securing a permit from the ((~~building services department~~)) Development Services Department.

B. The applicant for a permit must file with the inspector a copy of the plans and specifications showing details of the new installation or addition to an existing installation. Submitted plans are also reviewed by ((~~City of Spokane Plans Reviewers~~)) the Development Services Department for compliance with other adopted codes.

Section 36. That Section 17F.070.420 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.420 Complaint – Content

A. Whenever the building inspector, upon inspection and any other investigation as may be done, finds a building or premises to be in violation of this chapter, he prepares a written complaint:

1. specifying the violations; and
2. stating his determination that the property is a boarded-up building, substandard building, unfit building, or otherwise a public nuisance; and
3. giving notice of a hearing before the ((~~director of building services~~)) Building Official at a time and place stated; and
4. advising that any interested person may file an answer to the complaint and appear and be heard at the hearing; and
5. advising that a copy of the complaint will be filed of record in the office of the ((~~Spokane County auditor~~)) Spokane County Auditor.

B. Whenever the building inspector and fire inspector, upon investigation, find a building or portion to be in violation of the requirements of this chapter for apartment and hotel buildings over two stories in height, they prepare an inspection report:

1. containing a detailed list of deficiencies, including citations to the appropriate code or regulation sections;
2. giving a timetable for correction; and
3. requiring a written response or notice of appeal within thirty days.

Section 37. That Section 17F.070.440 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.440 ((~~Departmental~~)) Building Official Hearing

A. Unless arrangements satisfactory to the ((~~director of building services~~)) Building Official are made for the repair, vacation, demolition, or other necessary disposition of the property prior to the time fixed in the complaint under SMC 17F.070.420(A) for the hearing, the ((~~director~~)) Building Official holds a hearing. Based on the complaint, any answer to the complaint and any evidence presented, the ((~~director~~)) Building Official:

1. determines whether the building is boarded up, substandard, unfit, abandoned, or otherwise a nuisance and subject to an annual hearing processing fee. This fee may be assessed annually after a hearing to determine if the building remains as a boarded up, substandard, unfit, abandoned, or nuisance. The ((~~building official~~)) Building Official may also assess the annual monitoring fee if the building is abandoned, unsecured, or otherwise a nuisance;

2. determines what action must be taken by the owner (such as repair and rehabilitation, vacation, demolition) to render the property in compliance with this chapter; and

3. after the hearing, prepares in writing findings in support of ((~~his~~)) their determinations and an order directing the owner to take specified corrective action within a specified time.

B. An interested person may appeal an inspection report regarding apartment and hotel buildings over two stories in height under SMC 17F.070.420(B) to the ((~~director of building services~~)) Building Official and fire official by filing, within thirty days of service, with the ((~~director~~)) Building Official a written notice of appeal, specifying the provisions appealed from and the grounds of the appeal. If an appeal is filed, the ((~~director~~)) Building Official and fire official set a time and place for hearing, within fifteen days unless otherwise agreed to, and advise the appellant by any appropriate means. Based on the evidence at the hearing the ((~~director~~)) Building Official and the fire official may:

1. affirm or reverse the findings or rulings in the inspection report;

2. grant a variance; or

3. make some adjustment of the required corrective action or the time for corrective action, imposing such conditions as necessary to assure reasonable safety.

Section 38. That Section 17F.070.450 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.450 Effect of Hearing Order

A. The order made at the hearing before the ((~~director of building services~~)) Building Official under SMC 17F.070.440(A) and the order upon the appeal hearing before the ((~~director of building services~~)) Building Official and fire official under SMC 17F.070.440(B), and the notice of right of appeal, are served upon the parties in the manner provided in SMC 17F.010.050.

B. If no appeal be filed from the order of the ((~~director~~)) Building Official within the time allowed, the ((~~building services department~~)) Development Services Department files a certified copy of the order with the ((~~county auditor~~)) Spokane County Auditor as a supplement to the lis pendens previously filed. Thereafter such final order serves as a basis for any further judicial or administrative action, including the assessment against the property of any costs and expenses of the ((~~city~~)) City in taking action to effect the order and bring the property into compliance.

Section 39. That Section 17F.080.050 of the Spokane Municipal Code is amended to read as follows:

Section 17F.080.050 Fire Equipment Permit

A. In addition to any building, electrical, plumbing, or other permit issued by the ((~~building services department~~)) Development Services Department, a person needs a permit from the fire official to install, alter, or repair required fire protection or fire detection systems or equipment ((~~which~~)) that is regulated by this code.

    1. The equipment to which this section applies includes, but is not limited to, any:

        a. Code-required fire alarm,

        b. Sprinkler,

        c. Standpipe,

        d. Range hood, or

        e. Other extinguishing system.

    2. Non-required systems are further defined below.

    3. A permit shall not be issued until payment of the permit fee, approval of plans where required, and payment of the appropriate plan check fee.

4. If the Washington State fire marshal has charged a plan check fee for equipment he has approved, the applicant will not be charged a plan check fee for the same submittal by the City fire official.

B. In order to verify, as provided in SMC 8.02.034, the value of the work upon which the permit and inspection fees are based, the fire official may require from the installer or from the owner of the property a verified copy of the invoice.

1. Should it appear that an installer is understating the value of the work, and thereby underpaying the fees, the fire official may suspend the installer's right to receive a permit for up to six months.

2. Upon a second instance of undervaluation, suspension may be for up to one year.

C. Non-required fire alarm or fire sprinkler systems are those that are installed in a facility when they are not required by code. Non-required systems do not need to be submitted for review or permit, unless it is desired by the building owner. Non-required systems are required to be installed by a Spokane Fire Department registered contractor.

Exceptions.

1. Fire sprinkler systems with seven or more heads.

2. Inert gas suppression systems.

D. Non-required fire alarm and fire sprinkler systems that are submitted for review by the Spokane Fire Department shall be in accordance with NFPA 13, 13R, and 13D, NFPA 72, and the Spokane Municipal Code. Non-required systems will not be tracked for renewal on an annual basis unless requested by the owner or authorized representative.

Section 40. That Section 17F.090.050 of the Spokane Municipal Code is amended to read as follows:

Section 17F.090.050 Conversion Burners

In addition to IMC Section 107, no person may put a gas-fired conversion burner into final operation until the burners and controls have been tested and adjusted within the limits prescribed by the ((~~building services department~~)) Development Services Department and the gas utility and until a copy of a satisfactory conversion burner test record is filed with the mechanical inspector prior to or at the time of final inspection.

Section 41. That Section 17G.010.030 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.030 Expiration of Building Permits

A. Every permit issued by the ((~~building services department~~)) Development Services Department under the provisions of this code will expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit. Evidence of commencement would be an inspection entry on an issued permit or verification via a physical site visit by the Building Official or their representative.

B. Issued permits in which work has commenced within one hundred eighty days of issuance are valid for two calendar years from issuance date.

C. Courtesy Notices are sent in the mail to permit holders at least thirty days or more prior to the first expiration date, telling the permit holder to call for inspections or request for extensions if additional time is needed. If the permit holder fails to obtain the necessary inspections or request extensions by the permit expiration date, the work will be presumed to be abandoned, and the permit will expire by default.

D. A permittee holding an unexpired permit may apply for an extension of the time within which ((~~he~~)) they may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The ((~~building official~~)) Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written or verbal request by the permittee identifying the circumstances necessary for the extension request.

E. In order to renew action on a permit after expiration, the permittee must pay a new permit fee. Guidelines in SMC 8.02.031(U) will be followed.

Section 42. That Section 17G.010.100 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.100 Types of Permits

A. Construction and Development.

1. A person needs a building permit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) and also, depending upon the circumstances of the particular case, some combination of demolition, grading, sign, swimming pool, parking lot, and site preparation, building moving and relocation, street encroachment, boiler installation and operating, electrical, elevator installation and operating, storage tank installation, private fire hydrant installation, mechanical, plumbing, side sewer installation and connection, water line tapping, shoreline development permits, flood management permits, street

address assignment, and a variety of similar approvals for new construction or placement, alteration, repair or demolition of a building, structure or other improvement to land; and for the new installation, alteration, repair or operation of a building's boiler, electrical, elevator, fire protection, mechanical and plumbing systems.

a. Private fire hydrants are approved by the ((~~department of water and hydroelectric services~~)) Water and Hydroelectric Services Department based on compliance with design standards and regulations established by the fire official and the ((~~director of engineering services~~)) Director of Engineering Services.

b. Side sewers and connections are approved by the ((~~engineering services department~~)) Engineering Services Department based on compliance with the sewer code.

c. Storage tank permits are issued by the fire official based on compliance with the fire code and various environmental and aquifer protection measures.

d. Water line taps are approved by the ((~~engineering services department~~)) Engineering Services Department based on review by the ((~~water and hydroelectric services department~~)) Water and Hydroelectric Services Department and compliance with the water code.

e. Street addresses are assigned by the ((~~engineering services department~~)) Engineering Services Department.

f. Type II permits, as specified in chapter 17G.061 SMC are issued by the ((~~planning and economic development services director~~)) Director of Planning Services and Type III permits as specified in chapter 17G.061 SMC are granted by the ((~~hearing examiner~~)) Hearing Examiner. Shorelines permits are subject to approval by the ((~~state department of ecology~~)) Washington State Department of Ecology.

g. Commercial driveway permits are issued by the ((~~engineering services director~~)) Director of Engineering Services.

h. The other building and development permits are issued by the ((~~department of building services~~)) Development Services Department, ((~~planning and economic development services department~~)) Planning and Economic Development Services Department, and ((~~engineering services department~~)) Engineering Services Department based on compliance of the application, plans, specifications, diagrams and drawings with the requirements of the

applicable provisions of this title and any rules and regulations promulgated thereunder.

i. Flood management permits are issued by the ((~~planning and economic development services director~~)) Director of Planning Services and subject to approval by the Washington State ((~~department of ecology~~)) Department of Ecology and the Federal Emergency Management Act's National Flood Insurance Program.

j. A separate demolition permit shall be issued with each building permit ((~~which~~)) that involves any demolition activities.

2. A person needs an approved plat, binding site plan, or short plat to divide or segregate a parcel of land into two or more lots or parcels for such purposes as sale or lease, unless the activity is specifically exempted under SMC 17G.080.020(B). A person needs an approved conditional use permit or planned unit development to group or cluster buildings on a lot or combination of lots.

a. Conditional use permits, plans-in-lieu of compliance, and certificates of compliance are approved by the ((~~hearing examiner~~)) Hearing Examiner or the ((~~planning and economic development services director~~)) Director of Planning Services, ((~~as specified in chapter 11.19 SMC,~~)) and planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner on the basis of compliance of the plans with the applicable provisions of this title and pertinent rules and regulations.

b. Plats are approved by the ((~~hearing examiner~~)) Hearing Examiner; short plats, binding site plans, and boundary line adjustments are approved by the ((~~planning and economic development services director~~)) Director of Planning Services on the basis of compliance with the applicable provisions of this title and administrative rules and regulations.

c. Preliminary planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner.

d. Variances are approved by the ((~~hearing examiner~~)) Hearing Examiner.

3. A person needs approval to construct, install, alter, or relocate any building or structure, or some part or equipment thereof, within, beneath, or over the right-of-way of a public way. Approval is given by the ((~~department of building services~~)) Development Services Department in accordance with the building code, flood insurance regulations, utilities code, and various other laws relating to streets and highways, utilities, traffic, and public safety.

When design review is required pursuant to chapter 17G.040 SMC, the approval of the ((~~planning and economic development services director~~)) Director of Planning Services is also required.

4. A person may need additional approvals determined by the use classification, occupancy group, construction type, size, location, or other feature of a building, structure, or activity, including structures located in the one-hundred-year floodplain. Such special approvals issue from numerous federal, state, regional, or local public agencies based on a variety of laws.

B. Use and Occupancy of Property.

1. A person needs a certificate of occupancy to establish or change, or allow to be established or changed, any occupancy of land or any building or portion thereof. A certificate of occupancy is issued by the ((~~department of building services~~)) Development Services Department with approval of the ((~~fire~~)) Spokane Fire Department and ((~~planning and economic development services~~)) Planning and Economic Development Services Department when the occupancy complies with the building code, fire code, and the land use codes.

2. A person needs a variance or a certificate of compliance from the ((~~planning and economic development services director~~)) Director of Planning Services or ((~~hearing examiner~~)) Hearing Examiner to render lawful proposed or existing structures which do not comply with the locational or dimensional standards of the zoning code, shoreline master program or flood hazard ordinance.

3. A person needs the proper zoning classification (or design plan designation) and, in some cases, a conditional use permit or planned unit development approval to establish or maintain, or allow to be established or maintained, any use of land and buildings.

    a. Zone classifications are established by the ((~~city council~~)) City Council upon recommendation of the ((~~plan commission~~)) Plan Commission or ((~~hearing examiner~~)) Hearing Examiner.

    b. Conditional use permits are granted by the ((~~planning services director~~)) Director of Planning Services or the ((~~hearing examiner~~)) Hearing Examiner.

    c. Preliminary planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner. Final planned unit developments are subject to approval by ordinance of the ((~~city council~~)) City Council. Plans-in-lieu of compliance are approved by the ((~~planning and economic development services director~~)) Director of Planning Services or ((~~hearing examiner~~)) Hearing

Examiner in accordance with the comprehensive plan, zoning code, and environmental policy code.

4. A person may need special approvals, which may include bonds or other security devices, and may be required to meet various conditions and standards, to establish, change, or maintain certain uses, occupations, or activities upon property, depending upon the definition of the activity, as provided by numerous federal, state, regional and local regulatory programs.

5. A person is required to maintain buildings, land, and premises in satisfaction of minimum standards prescribed by the existing buildings and conservation code, the fire code, conditions imposed under the land use codes, and various other laws relating to public health and safety and nuisance.

C. Construction Activities and Contractors.

1. General and specialty contractors are required to be registered with the state under chapter 18.27 RCW, and such registration is a prerequisite for the issuance of any building permit. Some contractors are also subject to special regulations by the state. A person needs a license from the City to operate as a contractor using explosives. The blaster's license is issued by the ((~~director of engineering services~~)) Director of Engineering Services and may be revoked by the ((~~director of engineering services~~)) Director of Engineering Services or by the fire official under the license code.

2. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:

   a. Installing or servicing heating, cooling, and ventilating systems;

   b. Operating steam boilers; or

   c. Operating aircraft refueler units.

   d. Such licenses are issued by the ((~~department of building services~~)) Development Services Department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

3. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:

   a. Installing, or servicing, or using gas or oil fuels;

   b. Maintaining or altering fire equipment systems;

   c. Testing underground storage tanks.

d. Such licenses are issued by the ((~~fire department~~)) Spokane Fire Department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

4. In addition to a building permit or land use permit, a person needs a specific permit for:

   a. Blasting,

   b. Moving a building,

   c. Installing or connecting a sewer,

   d. Installing or altering fire protection or detection equipment, and

   e. Obstructing a street.

Section 43. That Section 17G.010.140 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.140 Applicant Requirements

Applications for ministerial permits categorically exempt from the threshold determination requirements of the ((~~state environmental policy act~~)) State Environmental Policy Act (SEPA) are submitted to the permit authority, reviewed according to the provisions of this title or Spokane Municipal Code chapters. Depending upon the nature of the application, the permit authority might be the ((~~building official~~)) Building Official, fire official, ((~~street director~~)) Director of Streets, ((~~planning and economic development services director~~)) Director of Planning Services, or ((~~engineering services director~~)) Engineering Services Director.

A. An applicant for building (and/or boiler, electrical, elevator, grading, mechanical, plumbing, sign) permit shall pay the prescribed fees and file an application upon forms furnished by the ((~~department of building services~~)) Development Services Department, which application:

   1. identifies and describes the work to be covered by the permit;

   2. describes the property on which the proposed work is to be done by legal description and street address assigned by ((~~engineering services~~)) the Engineering Services Department or similar description that will readily identify and definitely locate the proposed building or work;

   3. indicates the use or occupancy for which the proposed work is intended;

   4. is accompanied by plans, diagrams, computations, ((~~and~~)) specifications, and other data as required;

5. states the valuation of any new building or structure or any addition, remodeling, or alteration to an existing building; and

6. identifies by name the owner and occupant of the premises.

B. The applicant shall submit with each application, plans, engineering calculations, diagrams, specifications, and other data as necessary, drawn to scale, where applicable, upon substantial paper or cloth by a registered architect or professional engineer of sufficient clarity to indicate the location, nature and extent of the work proposed, and showing in detail that the work will conform to the provisions of all applicable laws. The data to be submitted under this subsection include, in the case of:

1. an electrical permit, the nature and kind of electric wiring, apparatus, fixtures, and equipment to be installed, altered, or extended;

2. installation of a boiler or unfired pressure vessel, manufacturer's data reports;

3. a permit for a sign, the location of the property line and building line, curb distance, and height above grade;

4. a building permit, a plot plan to scale showing the actual dimensions of the lot and the size, use, and location of existing and proposed buildings;

5. street obstruction or construction permission where design review is required pursuant to chapter 17G.040 SMC, a written statement from the ((~~planning and economic development services director~~)) Director of Planning Services indicating compliance with the design review process.

C. The ((~~building official~~)) Building Official may waive or modify the requirements for an application as the nature of the work applied for dictates.

Section 44. That Section 17G.010.150 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.150 Special Application Requirements for Commercial Building Permits

A. General.

An owner, or the owner's architect, engineer, or other agent, should consult with the ((~~departments of building services~~)) Development Services Department, ((~~engineering services~~)) Engineering Services Department, and ((~~planning and economic development services~~)) Planning and Economic Development Services Department ((~~prior to~~)) before submitting an application for a commercial building permit ((~~for the purpose of identifying~~)) to identify any peculiar considerations and discussing any special requirements. The

owner, or the owner's architect, engineer, or other agent, must submit ten prints of the site plan, and three each of the architectural plan, structural plan, and mechanical plan stamped by an architect or engineer licensed in the State of Washington, to the ((~~department of building services~~)) Development Services Department. The ((~~department of building services~~)) Development Services Department transmits copies of the print to other departments and agencies as appropriate. The following information is required for a complete application for a commercial building permit. The information needs to be provided on the site plan or front sheet of plans in the numbered order given. The ((~~building official~~)) Building Official may waive or modify specific submittal requirements determined to be unnecessary for review of an application.

1. Name of project and date of application.
2. Official street address. If an official street address has not been assigned, it must be obtained from the ((~~engineering services department~~)) Engineering Services Department.
3. Name, address, and phone number of the architect.
4. Name, address, and phone number of the owner and agent.
5. Name, address, and phone number of the tenant.
6. Name, address, and phone number of the engineer(s).
7. Name, address, and phone number of the consultant(s).
8. Name, address, and phone number of the contractor(s).
9. Name, address, and phone number of the contact person.
10. Project type, new, remodel, addition, or alteration.
11. Existing use of lot and/or building.
12. Proposed use(s).
13. Number of dwelling units.
14. Occupancy group and division.
15. Construction type required.
16. Building allowable height and area.
17. Building height (both in feet and number of stories).
18. Basement floor area and occupant load.
19. Ground floor area and occupant load.

20. Floor area of each story above ground floor and occupant load (list each story individually).
21. Total floor area, including basements and occupied roofs.
22. Valuation.
23. SEPA checklist, if required.
24. Critical materials, if involved.
25. HMMP plan submitted, if required.
26. Floodplain designation, elevation of the first habitable floor, and certification of flood proofing measures, if applicable.

B. The following zoning information is to be included on the plan cover sheet or site plan:

1. List dates of hearings during which any of the following were granted:
    a. Zone change to construct a specific plan, including “L” agreements.
    b. Conditional use permit.
    c. Variance (list) or certificate of compliance.
    d. Plans-in-lieu of compliance.
    e. Planned unit development or manufactured home park; or
    f. Binding site plan.
2. Special Regulations.

Note any of the following permits, approvals, or restrictions:

a. Design zones.
b. Shoreline/Riverfront district.
c. Height district.
d. Historic district or building on the local, state, or national register.
e. Any hazard areas (airport, critical area).
f. Any previous environmental declarations on the project; or
g. Design review.

3. Use zone of lot(s).
4. Use zones of adjacent lots to the north, south, east, and west of the site.

5. Lot area (square feet).
6. Percent of lot covered by building(s).
7. Area of lot covered by hard surfacing of any kind.
8. Parking and loading stalls, number required and number provided, number of barrier-free parking spaces required and provided according to WAC 51-40-005, number of van stalls required and provided.
9. Setbacks and yards: List of required and provided yards for each building shown on the plan, and special setbacks required by an approved final plat, binding site plan, or zoning agreement.
10. Easements, vacations, agreements related to property.

C. The following information is required on the architectural site plan, even though it may duplicate other site plans.

1. Vicinity map to show area location. Key plan for partial site work.
2. Complete finished grading of the entire site and outlines of all structures. Provide topographic lines on sloping sites and affected adjacent sites, giving new and existing grades.
3. Lay out all information to standard architectural or engineering scales. Establish north point.
4. Show utility service lines with all mains and branches from streets to each unit or device served. Show sizes and materials on each sewer, water, and gas line on the plan, and each meter, shut-off, disconnect, connection box or vault, panel, check valve, cleanout, and related device to utility services. Locate all required fire hydrants, building pumper connections, and standpipe connections at the building on the street side. Show electric utility and phone line overhead or underground.
5. Relate grade elevations and floor lines to the nearest City benchmark. Reference to an established point of elevation may be used on existing buildings.
6. Show on site plan all outline dimensions of the building and distance to property lines. Show on the site plan location and dimensions and show angles in degrees for the following:
    a. Property lines and adjacent zoning of property (N, S, E, W). Show any changes in zoning along property lines.
    b. Streets, alleys, curb breaks, adjacent property curb breaks (must be a minimum of five feet from property lines), street lights, signs, meters, or planting on sidewalk or parking strips, on-site curbing.

c. Driveways, paving, curbing, sidewalks, and street corner curb ramp (WAC 236-60-060), each City standard catch basin, depressed lawns. Show ((~~fire department~~)) Fire Department apparatus access to within one hundred fifty feet of any structure. 1:48 maximum side slope on sidewalks.

d. Parking layouts: Parking stalls and number each stall, or number blocks of stalls and give total. Locate off-street loading.

e. Front, side, and rear yards, and special setbacks for zoning and minimum clearances to the property line required for wall openings or construction type.

f. Recreation areas, planting strips, lawns.

g. Ornamental masonry and lightproof walls, landscaping buffers, and screening of outdoor storage of materials, wastes, equipment, or trash receptacles.

h. Location of outdoor lighting on building and in yards.

i. Identification or outdoor advertising signs. Note size and exact location.

j. Indicate rainwater disposal from building and from all property areas, to City-standard catch basins on the property. Give catch basin depths (in feet) and necessary site grading, contours, and slopes to ((~~insure~~)) ensure disposal of water to on-site drains. Paved parking areas require drainage swales. See the ((~~department of engineering services~~)) Engineering Services Department for the procedure before completing the drainage plan.

k. Maximum one hundred fifty foot distance to nearest fire hydrant from building perimeter (all points).

l. Additional information necessary for presentation, interpretation, or review of the project may be submitted or required in special cases.

7. The format of the plans shall be as follows:

a. Plan drawings, elevations, sections and details of architectural, structural, mechanical and electrical plans shall be drawn to standard architectural scales (one-sixteenth inch, one-eighth inch, one-fourth inch, one-half inch, one inch, one and one-half inch, three-inch; please do not use three-eighth-inch or three-quarter- inch scales for code compliance), and standard engineer scales (one inch equals ten feet, twenty feet, thirty feet, forty feet, fifty feet). Plans should be

oriented with north at the top of the sheet. Plans must have printing and lettering clear, distinct, and suitable for microfilm.

b. All plans, elevations, sections, and details shall be fully dimensioned so that conformance to codes can be confirmed. Overall dimensions of buildings shall be shown on site plans and floor plans.

c. On each sheet, provide the name and official address of the project, the Washington State seals of architect and engineers, the date each sheet and each revision was made, including flagging of each revision.

d. On revisions, date each sheet, provide the control number, and flag revisions on drawings and in specifications.

e. Provide a list of the codes which apply to the project.

8. Detail Plans.

The following information shall be shown on architectural/engineering drawings or in specifications:

a. Landscaping plan, including a detailed plan with elevations and slope arrows, lawns, on-site storm sewer (OSSW) and City- standard catch basins, sprinkler system piping, heads, flows, and coverages with approved backflow prevention for OSSW swales and zoning landscape areas.

b. Foundation plans, including excavation and fill details.

c. Floor plans for each level.

d. Roof and weather protection details.

e. Exterior elevations and opening protection.

f. Interior elevations and finishes.

g. Typical and detailed sections.

h. Door assemblies.

i. Windows and glass.

j. Exits.

k. Standpipes and sprinklers.

l. Fire ratings.

m. Special details.

n. Barrier free design.

o. Thermal regulations.

p. Elevators, dumbwaiters, escalators, and moving walks.

q. Structural details including:

i. calculations;

ii. clarifying notes;

iii. list special inspections and names of special inspectors for: concrete, ductile moment/resisting concrete frame, reinforcing steel and pre-stressing steel, welding, high strength bolting, structural masonry, reinforced gypsum concrete, insulating concrete fill, spray applied fireproofing, piling, drilled piers, caissons, special grading, excavation, filling, NER reports and special cases;

iv. layout of framing system, including horizontal and vertical members;

v. lateral load resisting elements;

vi. continuity of system;

vii. detail and schedule special connections and conditions;

viii. schedule, specify, list, or detail on drawings: structural design criteria, concrete, masonry, wood, and structural metals.

r. Mechanical details, including layout, size, and identification of components on plans and riser diagrams for:

i. general;

ii. plumbing;

iii. heating;

iv. cooling;

v. refrigeration;

vi. ventilation;

vii. controls;

viii. special equipment;

ix. roof overflow drains;

x. OSSW area drainage;

xi. water;

xii. gas;

xiii. waste system;

xiv. vents;

xv. chimneys;

xvi. ducts;

xvii. boiler and pressure vessel;

xviii. special piping;

xix. fire lines, special suppression systems, and extinguishers.

s. Electrical details including location, size, and identification of components of distribution on plans and riser diagrams for:

i. light;

ii. heat;

iii. power;

iv. radio;

v. television;

vi. signal;

vii. alarm systems;

viii. grounding;

ix. exit signs;

x. smoke detectors.

Section 45. That Section 17G.010.160 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.160 Application for Approval of Encroachment

A. When a structure or part thereof or appendage thereto, such as footings, balconies, marquees, awnings and architectural projections, is to project into, above, or below the right of way of any public way, the applicant shall conspicuously show the encroachment on the plans and specifications of the

building permit application so as to demonstrate compliance with the requirements of chapter 32 IBC.

B. Any person who proposes to install any opening in a public sidewalk, such as an elevator or other structure with a door ((~~which~~)) that opens vertically to the sidewalk, must make ((~~written~~)) an application to the City Engineer. The applicant shall furnish complete details of the construction and installation, including specifications for the door, hatch, or other covering, and drawings showing the precise location of the opening with reference to the curbline, building line and existing utility lines and facilities.

C. A property owner proposing to use such portion of the right-of-way of a public street or alley as is not used or needed presently or in the foreseeable future for public travel, for the purposes of constructing, installing or planting fences, hedges or similar improvements, shall make application to the Development Services ((~~Center~~)) Department in the form of an acknowledged agreement whereby the property owner covenants to remove the encroachment and restore the property to its former condition upon thirty days' notice by the City. Any department reviewing the application may require the applicant to furnish a plot plan, plans and specifications, or other data required to properly evaluate the proposal.

Section 46. That Section 17G.010.170 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.170 Application for Certificate of Occupancy

A. The owner of a building or structure in the process of construction or alteration under a current building permit may, at the time the final inspection is called, request the ((~~department of building services~~)) Development Services Department to issue a certificate of occupancy. When made in connection with the final inspection under a permit, the inspection for a certificate of occupancy is considered part of the permit inspection program and further data and a separate fee are not required of the owner.

B. The building official and fire official may, by regulation, establish procedures and criteria for the issuance of a temporary certificate of occupancy to allow partial occupancy of premises prior to final inspection and approval of the work.

C. In order to render lawful and licit any use or occupancy of land, buildings, structures or part thereof, the owner or occupant must be issued a certificate of occupancy. The applicant, unless making the request in connection with a permit inspection as provided in subsection (A) of this section, shall file with the ((~~department of building services~~)) Development Services Department a written application which:

1. gives the legal and common descriptions of the premises;

2. identifies the owner(s) and occupant(s);
3. includes a plot plan to scale showing the actual dimensions of the lot and all buildings;
4. describes in detail the uses of the premises;
5. gives such other information as may be required; and
6. is accompanied by payment of the inspection fee as provided in SMC 8.02.060.

Section 47. That Section 17G.010.180 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.180 Application for Safety Certification

An owner or occupant of premises desiring to document that the existing construction, occupancy, equipment systems or operations comply with the minimum standards of the building code, the building and property conservation code, the zoning code, or any other standards over which the ((~~department of building services~~)) Development Services Department has assumed inspection jurisdiction, shall make request for a safety inspection in the manner provided for certificates of occupancy in SMC 17G.010.170. The fire official may prescribe procedures for similar inspections and certifications under the fire code.

Section 48. That Section 17G.010.200 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

Electricians and electrical apprentices are certificated by the ((~~department of labor and industries~~)) Washington State Department of Labor and Industries under chapter 19.28 RCW. Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the ((~~department of labor and industries~~)) Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' and Boiler Inspectors' Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and ((~~make written application~~)) apply to the ((~~department of building services~~)) Development Services Department on prescribed forms.

2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to ((~~his~~)) their qualifications by the ((~~board of boiler examiners~~)) Building Official.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

    a. First class engineer and boiler inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.

    b. Second class engineer: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.

    c. Third class engineer: One year of practical experience.

    d. Small high-pressure boiler operator: Must pass the prescribed examination.

    e. Low-pressure boiler operator: Must pass the prescribed examination.

4. All boiler operation and boiler inspector license holders must renew the license annually by December 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and ((~~make written application~~)) apply to the ((~~department of building services~~)) Development Services Department on prescribed forms.

2. The ((~~board of gas heating mechanic examiners~~)) Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The ((~~board~~)) Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

    a. Gas heating mechanic I or gas inspector I: No Requirements.

    b. Gas heating mechanic II or gas inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required.

D. Apprentices.

The ((~~building official~~)) Building Official((~~, with the approval of the appropriate board,~~)) may promulgate from time to time rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and ((~~make written application~~)) apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by ((~~his~~)) their employer certifying the applicant's qualifications, as provided in UFC Section 2402.3.

Section 49. That Section 17G.010.210 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.210 Application for Permits for Special Activities

A. Blasting Permit.

An applicant for a permit to conduct blasting operations on a particular job shall make written application to the ((~~engineering services department~~)) Engineering Services Department, on prescribed form, showing:

1. if there is a structure at the blasting site, its occupancy, whether its power source is electricity or something else, and the combustibility of its contents;
2. the name of the person to have immediate charge of the blasting operations;
3. that the named blaster has currently in force a license, bond, and insurance;
4. such other information as may be required.

B. Building Moving Permit.

1. An applicant for a permit required to move any building, structure, or part of a structure along, over, or across a public way in the City must pay the

prescribed fee and submit ((~~a written~~)) an application on prescribed forms to the ((~~department of building services~~)) Development Services Department which ((~~application~~)):

a. gives the applicant's current state contractor registration number;

b. is accompanied by the required street obstruction permit;

c. states the address and legal description of the land onto which the structure is to be moved and, if such land is within the ((~~City~~)) city, is accompanied by a building relocation permit, as provided in SMC 10.26.010.

d. is accompanied by a certificate issued by an insurance company qualified to do business in Washington covering the moving activity with a general liability policy with minimum limits of five hundred thousand dollars combined single limit or an approved alternate indemnity arrangement;

e. describes the structure to be moved;

f. states the address from which the structure is to be moved;

g. details the proposed route;

h. details the measures to be undertaken to sufficiently guard and protect street trees, public trees, and shrubs located within the limits of streets or alleys and along the proposed route so as to minimize potential injury to said trees and to maximize their chance for survival; and

i. states the date and time of the proposed move and estimates the time required to complete the move.

((~~2. A building moving permit is a class IIIB license as provided in chapter 4.04 SMC.~~))

((~~3~~)) 2. No fee shall be charged for applications to move historic landmarks or buildings located within ((~~an~~)) a historic district.

C. Sewer Permits.

1. A contractor or resident homeowner proposing to construct, reconstruct, extend, or repair a side sewer, private sewer, special side sewer, or private storm sewer, as defined in chapter 13.03 SMC, shall pay the prescribed fee and make application to the ((~~engineering services department~~)) Engineering Services Department for a permit, which application:

a. gives the applicant's state contractor registration number, or contains a certificate that the applicant proposes to do work in connection with the residence owned by the applicant;

b. indicates the legal and street address description of the premises to be served and the type of occupancy;

c. subject to waiver by the ((~~city engineer~~)) City Engineer, includes duplicate detailed plans of the work showing the entire course of the sewer from its terminus at the building(s) to the connection with the public sewer and, as may be required, detailing the structures and means for measuring, sampling, or otherwise determining the nature, quality, and quantity of sewage;

d. gives such further information as maybe required.

2. If the work to be done under the sewer permit requires the excavation or obstruction of a public way, the applicant must obtain a street obstruction permit.

3. A separate tap permit, as provided in SMC 13.03.0606, is required for connection to the public sewer.

D. Street Obstruction Permit.

1. A person proposing to dig up, excavate, work in, occupy by person, equipment, structure, or material, or in any fashion obstruct, render less safe, or interfere with the free use of any public way must first make application to the ((~~engineering services department~~)) Engineering Services Department for a permit, which may be individual location under SMC 12.02.0706 or a master annual permit under SMC 12.02.0707.

2. Exemptions.

The following activities do not require a street obstruction permit:

a. A commercial tree licensed firm with a street tree permit may plant, prune, or remove trees in the public right-of-way if such firm has received an annual tree service obstruction permit issued by the Development Services ((~~Center~~)) Department in coordination with the Urban Forester or his or her designee, as provided in SMC 12.02.0707.

b. A licensed, bonded, and insured sign company performing routine maintenance to existing signs, provided a traffic lane is not obstructed or the work is not within the central business district.

c. A licensed, bonded, and insured surveyor performing surveying work in the public way, provided the work is not on an arterial or within the central business district.

d. All persons, whether or not required to obtain a permit, shall notify the department of their activities.

3. The applicant shall:

a. by plat or map show the exact location of the work, structure, material, or activity when required by the ((~~city engineer~~)) City Engineer;

b. describe in detail the activity, the extent, and duration of the obstruction, and the precautions to be taken to protect the traveling public from the hazards occasioned, including, at least, lighting, barricading, and signing;

c. pay the permit fee;

d. if the activity is contracting work, demonstrate that the applicant has the appropriate license or registration certificate;

e. post a bond as provided in SMC 7.02.070.

Section 50. That Section 17G.061.000 of the Spokane Municipal Code is amended to read as follows:

Section 17G.061.000 Purpose and Administration

A. Purpose.

The purpose of this chapter is to establish standard procedures for the review and processing of land use applications through the establishment of complete application standards, review procedures, notice requirements, hearing processes, decision criteria, and appeal procedures for all applications.

B. Administration.

1. Responsibility for the administration, application, and interpretation of these procedures pursuant to this ordinance is as ((~~is~~)) set forth below.

a. The ((~~director~~)) Director of ((~~building services~~)) Development Services or ((~~his~~)) their designee is responsible for chapter 17E.050 SMC, Division F; chapter 17G.010 SMC, Division I; and the development codes.

b. The ((~~director of engineering services~~)) Director of Engineering Services or ((~~his~~)) their designee is responsible for chapter 17D.020 SMC, chapter 17D.070 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Division H, and the development codes.

c. The ((~~Planning Director~~)) Director of Planning Services or ((~~his~~)) their designee is responsible for Title 17B SMC and Title 17C SMC and chapter 17D.010 SMC, chapter 17D.060 SMC, chapter 17D.080 SMC, chapter 17D.090 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.061 SMC, chapter 17G.070 SMC, and chapter 17G.080 SMC.

2. The procedures for requesting interpretations of the land use codes and development codes shall be made by the department and may be contained under the specific codes.

C. Exclusions per RCW 36.70B.140.

1. The following are excluded from the project permit review process, associated time frames, and other provisions of these procedures:

a. Landmark designations;

b. street vacations;

c. approvals related to the use of public areas or facilities;

d. project permits that, by ordinance or resolution, have been determined to present special circumstances warranting a review process different from that provided in this chapter.

e. Lot line or boundary adjustments;

f. final short subdivisions;

g. final binding site plans;

h. final plats; and

i. building or other construction permits, or similar administrative approvals categorically exempt from environmental review under RCW 43.21C, or for which environmental review has been completed in conjunction with other project permits and are judged by the director to adequately address the current application.

2. Applications for interior alterations are excluded, provided they do not result in the following:

    a. Additional sleeping quarters or bedrooms;

    b. Nonconformity with ((~~federal emergency management agency~~)) Federal Emergency Management Agency (FEMA) substantial improvement thresholds; or

    c. Increase the total square footage or valuation of the structure, thereby requiring upgraded fire access or fire suppression systems.

D. Conflicting Ordinances.

If any provision of the ordinance codified in this title or its application to any person or circumstance is held invalid, the remainder of the ordinance codified in this title or the application of its provisions to other persons or circumstances shall not be affected.

E. Severability.

To the extent there is a conflict between this chapter and other ordinances or resolutions for the City of Spokane regulating project permits, this chapter shall govern.

Section 51. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 52. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest: Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Memorandum

Office of the Mayor

DATE: August 20, 2025 | Revised on September 11, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Jonathan Bingle– Chair, Urban Experience Committee &
Councilmember Shelby Lambdin – Vice Chair, Urban Experience Committee

RE: Updating the Development Services Department departmental title across the Spokane Municipal Code

As you know, the Administration is engaged in a comprehensive effort to ensure our municipal code is modern and clear for the public, staff, and the general public. The ordinance before you is narrowly focused on fixing old references to the Building Services Department that was replaced by Development Services in 2014, removes and updates references that have since been repealed, and fixes position titles. There is a memo in your packet that outlines each of the small changes.

This memo recommends the adoption of an ordinance to update the departmental title of the Development Services Department and the title of the Director of Development Services throughout the Spokane Municipal Code.

Executive Summary – Development Services Department

I. **Background**: Development Services reviews and approves plans, issues building and occupancy permits, and inspects building projects for compliance with building and other construction codes.

II. **Issue**: The Development Services Department was created through Ordinance C35070 in 2014 to replace the Building Services Department, inadvertently eliminated in a 2012 ordinance. Although the Development Services Department, referred to as the Development Services Center due to its centralized, publicly accessible location on the third floor of City Hall, was created as

the new department in SMC 03.01A.253, the remaining references to the Building Services Department throughout the rest of the municipal code were never replaced with the Development Services Department.

The Council recently updated an ordinance to streamline the civil infraction system. There was an oversight in this ordinance that failed to change the SMC reference for the new civil infraction section.

III. **Policy Recommendations**

The Council should adopt an ordinance to update the remainder of the code to reflect the Development Services Department as the correct title for the former Building Services Department and correct position titles to reflect the Director of Development Services. Additionally, the ordinance should fix an oversight of civil infraction references in the municipal code.

Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 08.02.039
Section 2. Amends SMC Section 08.02.065
Section 3. Amends SMC Section 10.29.020
Section 4. Amends SMC Section 10.29.030
Section 5. Amends SMC Section 12.01.010
Section 6. Amends SMC Section 12.02.060
Section 7. Amends SMC Section 12.02.0704
Section 8. Amends SMC Section 12.02.0707
Section 9. Amends SMC Section 12.02.0716
Section 10. Amends SMC Section 12.02.0724
Section 11. Amends SMC Section 12.02.0755
Section 12. Amends SMC Section 13.03.0503
Section 13. Amends SMC Section 17A.010.070
Section 14. Amends SMC Section 17C.050.020
Section 15. Amends SMC Section 17C.111.245
Section 16. Amends SMC Section 17C.120.310
Section 17. Amends SMC Section 17C.122.135
Section 18. Amends SMC Section 17C.130.310
Section 19. Amends SMC Section 17C.210.060
Section 20. Amends SMC Section 17C.210.070
Section 21. Amends SMC Section 17C.230.140
Section 22. Amends SMC Section 17C.230.300
Section 23. Amends SMC Section 17C.300.140
Section 24. Amends SMC Section 17D.010.020
Section 25. Amends SMC Section 17D.060.070
Section 26. Amends SMC Section 17D.060.140
Section 27. Amends SMC Section 17D.060.220
Section 28. Amends SMC Section 17D.080.100
Section 29. Amends SMC Section 17D.090.040
Section 30. Amends SMC Section 17D.090.350
Section 31. Amends SMC Section 17F.010.080

Section 32. Amends SMC Section 17F.030.020
Section 33. Amends SMC Section 17F.030.040
Section 34. Amends SMC Section 17F.040.085
Section 35. Amends SMC Section 17F.060.020
Section 36. Amends SMC Section 17F.070.420
Section 37. Amends SMC Section 17F.070.440
Section 38. Amends SMC Section 17F.070.450
Section 39. Amends SMC Section 17F.080.050
Section 40. Amends SMC Section 17F.090.050
Section 41. Amends SMC Section 17G.010.030
Section 42. Amends SMC Section 17G.010.100
Section 43. Amends SMC Section 17G.010.140
Section 44. Amends SMC Section 17G.010.150
Section 45. Amends SMC Section 17G.010.160
Section 46. Amends SMC Section 17G.010.170
Section 47. Amends SMC Section 17G.010.180
Section 48. Amends SMC Section 17G.010.200
Section 49. Amends SMC Section 17G.010.210
Section 50. Amends SMC Section 17G.061.000
Section 51. Severability
Section 52. Clerical Errors

Section 1. Amends SMC Section 08.02.039 (Special Inspections and Other Fees)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 2. Amends SMC Section 08.02.065 (Streets and Airspace)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Makes grammar and capitalization updates.

Section 3. Amends SMC Section 10.29.020 (Operator's License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 4. Amends SMC Section 10.29.030 (Heating Mechanic - License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Corrects reference to updated SMC chapter related to civil infractions.

Section 5. Amends SMC Section 12.01.010 (Sidewalk Maintenance – Owner's Responsibility)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Updates the title of Code Enforcement and Parking Services.

- Makes grammar and capitalization updates.

Section 6. Amends SMC Section 12.02.060 (Fences and Hedges – Incidental Encroachments)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Corrects typo in cross-reference section

Section 7. Amends SMC Section 12.02.0704 (Definitions)

- Corrects departmental title, replacing development services manager with Director of Development Services.
- Places all definitions in alphabetical order and in a table for clarity.

Section 8. Amends SMC Section 12.02.0707 (Master Annual Permit for High Volume Users)

- Corrects departmental title, replacing development services manager with Director of Development Services.

Section 9. Amends SMC Section 12.02.0716 (Long Term Permits – Temporary Passageway)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Makes grammar and capitalization updates.

Section 10. Amends SMC Section 12.02.0724 (Barriers and Traffic Control)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Makes grammar and capitalization updates.

Section 11. Amends SMC Section 12.02.0755 (Fences and Hedges – Incidental Encroachments)

- Corrects departmental title, replacing development services manager with Director of Development Services.

Section 12. Amends SMC Section 13.03.0503 (Oil/water. Separators, Sand Traps)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Corrects typo in cross-reference section.

Section 13. Amends SMC Section 17A.010.070 (Delegation of Administration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 14. Amends SMC Section 17A.050.020 (Procedure)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Updates the position title of planning and economic development services director to Director of Planning Services.

Section 15. Amends SMC Section 17A.111.245 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 16. Amends SMC Section 17C.120.310 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 17. Amends SMC Section 17C.122.135 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 18. Amends SMC Section 17C.130.310 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 19. Amends SMC Section 17C.210.060 (Nonconforming Uses - Conversion)

- Corrects departmental position title, replacing Director of Building Services Department with Director of Development Services.

Section 20. Amends SMC Section 17C.210.070 (Nonconforming Uses - Termination)

- Corrects departmental position title, replacing Director of Building Services Department with Director of Development Services.

Section 21. Amends SMC Section 17C.230.140 (Development Standards)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 22. Amends SMC Section 17C.230.300 (Loading)

- Corrects departmental position title, replacing Director of Building Services with Director of Development Services.

- Removes reference to SMC 16A.04.010, which has since been repealed.

Section 23. Amends SMC Section 17C.300.140 (ADU Expiration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Updates the title and abbreviation in the section to spell out ADU as "accessory dwelling unit"

Section 24. Amends SMC Section 17D.010.020 (Concurrency Review)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 25. Amends SMC Section 17D.060.070 (Enforcement Authority - Implementation)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

- Clarifies that the Wastewater Management may delegate civil infraction authority to other departmental staff

Section 26. Amends SMC Section 17D.060.140 (Runoff and Infiltration Controls)

- Makes grammar and capitalization updates.
- Clarifies that violations of this section are enforced as any other violation of the chapter.

Section 27. Amends SMC Section 17D.060.220 (Penalties – Further Remedies)

- Makes grammar and capitalization updates.
- Updates the civil infraction reference to the correct SMC section.

Section 28. Amends SMC Section 17D.080.100 (Payment of Fees)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 29. Amends SMC Section 17D.090.040 (Applicability)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.
- Eliminates reference to SMC 17F.040.070 that has since been repealed.

Section 30. Amends SMC Section 17D.090.350 (Penalties – Further Remedies)

- Updates the civil infraction reference to the correct SMC section.

Section 31. Amends SMC Section 17F.010.080 (Promulgation of Decision)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.

Section 32. Amends SMC Section 17F.030.020 (Definitions)

- Corrects departmental title, replacing Development Services Center with Development Services Department.
- Removes reference to the local board of examiners that no longer exists.

- Places all definitions in a table for clarity.

Section 33. Amends SMC Section 17F.030.040 (Installation Permit)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 34. Amends SMC Section 17F.040.085 (Sublevel Construction Controls)

- Corrects departmental position title, replacing Director of Building Services with Director of Development Services.

Section 35. Amends SMC Section 17F.060.020 (Installation Permit)

- Corrects departmental title, replacing Building Services Department and "City of Spokane Plans Reviewers" with Development Services Department.

Section 36. Amends SMC Section 17F.070.420 (Complaint-Content)

- Corrects position title of "director of building services" to Building Official.

- Makes grammar and capitalization updates.

Section 37. Amends SMC Section 17F.070.440 (Departmental Hearing)

- Corrects position title of "director of building services" to Building Official.

- Makes grammar and capitalization updates.

- Amends the section title from "Departmental Hearing" to Building Official Hearing

Section 38. Amends SMC Section 17F.070.450 (Effect of Hearing Order)

- Corrects position title of "director of building services" to Building Official.

- Corrects departmental title, replacing Building Services Department and "City of Spokane Plans Reviewers" with Development Services Department.

- Makes grammar and capitalization updates.

Section 39. Amends SMC Section 17F.080.050 (Fire Equipment Permit)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 40. Amends SMC Section 17F.090.050 (Conversion Burners)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 41. Amends SMC Section 17G.010.030 (Expiration of Building Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 42. Amends SMC Section 17G.010.100 (Types of Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 43. Amends SMC Section 17G.010.140 (Applicant Requirements)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 44. Amends SMC Section 17G.010.150 (Special Application Requirements for Commercial Building Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 45. Amends SMC Section 17G.010.160 (Application for Approval of Encroachment)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Removes the requirement for a "written" application and changes it to "must make an application to the City Engineer…"

- Makes grammar and capitalization updates.

Section 46. Amends SMC Section 17G.010.170 (Application for Certificate of Occupancy)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 47. Amends SMC Section 17G.010.180 (Application for Safety Certification)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 48. Amends SMC Section 17G.010.200 (Application for Worker's License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

- Removes reference to "board of boiler examiners" and "board of gas heating mechanic examiners" and replaces it with Building Official. These boards no longer exist.

Section 49. Amends SMC Section 17G.010.210 (Application for Permits for Special Activities)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 50. Amends SMC Section 17G.061.000 (Purpose and Administration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 51. Severability

- Standard severability language.

Section 52. Clerical Errors

- Standard clerical errors language.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	ORD C36762		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	TIMOTHY 6218	**Requisition #**	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	MCATHCART KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LEVEL 3 TELECOM OF WASHINGTON LLC FRANCHISE		

Agenda Wording

An ordinance granting a non-exclusive franchise to Level 3 Telecom of Washington, LLC to use the public right-of-way to provide noncable telecommunications service to the public.

Summary (Background)

Level 3 Telecom of Washington franchise is a renewal of an existing franchise agreement. Level 3 Telecom was purchased by Lumen and they will continue to operate the fiber system under the Level 3 telecom name. The fiber system has been fully built out and any disturbance to the public right of way will be for maintenance to the fiber system. The City will receive utility tax revenue from the franchise agreement. The City is not permitted to charge a franchise fee based on the Telecommunication act of 1996 and RCW. 35.21.860.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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**	
Dept Head	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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LEVEL 3 TELECOM OF WASHINGTON LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36762

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Level 3 Telecom of Washington LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Definitions
Section 2. Parties, grant
Section 3. Limits on permission
Section 4. Effective Date, Term
Section 5. General provisions
Section 6. Plans; Locate, Relocate
Section 7. Grantee to restore affected areas
Section 8. Information, good engineering, inspections
Section 9. Limited access, no obstruction, accommodation
Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground

pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the roadbed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or “right-of-way” means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

“Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, “telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable service” as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Level 3 Telecom of Washington LLC., as Grantee, hereafter also "Grantee". Grantee is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 931 14TH Street, Denver, Colorado 80202. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Level 3 Telecom of Washington LLC
931 14th Street

Denver, Colorado 80202

Email: Alexis.Cutler@lumen.com ,ROW-DF@lumen.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Phone: (805) 719-6882; email: alexis.cutler@lumen.com, ROW-DF@lumen.com

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not

reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and municipal infrastructure. Grantee agrees that its uses in franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch.

19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate it Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of

public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that “relocation” refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the

right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's

enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in

accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise of any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and

opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination

of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council _____, 2025.

_____
M A Y O R

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2025.

I, _____, am the _____ of Level 3 Telecom of Washington LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Level 3 Telecom of Washington LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2025.

_____

Witness: _____

Agenda Sheet for City Council: **Committee:** PIES **Date:** 09/15/2025 **Committee Agenda type:** Consent		**Date Rec'd**	9/9/2025
		Clerk's File #	ORD C36763
		Cross Ref #	
Council Meeting Date: 10/06/2025		**Project #**	
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	TIMOTHY 6218	**Requisition #**	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	MCATHCART KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FORGED FIBER 37 LLC FRANCHISE		

Agenda Wording

An ordinance granting a non-exclusive franchise to Forged Fiber 37, LLC to use the public right-of-way to provide noncable telecommunications service to the public.

Summary (Background)

Forged Fiber 37 LLC of Washington is a part of AT&T corporation. They have recently purchased fiber from Lumen Corporation to enhance their wireless network to their customers. The fiber system that Forged Fiber 37 LLC has acquired has been fully built out and any disturbance to the public right of way will be minimal for maintenance to the fiber system. The City will receive utility tax revenue from the franchise agreement. The City is not permitted to charge a franchise fee based on the Telecommunication act of 1996 and RCW. 35.21.860.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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**	
Dept Head	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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lmartinez@spokanecity.org	kbustos@spokanecity.org

FORGED FIBER 37 LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36763

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Forged Fiber 37, LLC., a Delaware limited liability company, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Definitions
Section 2. Parties, grant
Section 3. Limits on permission
Section 4. Effective Date, Term
Section 5. General provisions
Section 6. Plans; Locate, Relocate
Section 7. Grantee to restore affected areas
Section 8. Information, good engineering, inspections
Section 9. Limited access, no obstruction, accommodation
Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming. For clarity and the avoidance of doubt, "telecommunications service" includes broadband Internet access service.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Forged Fiber 37, LLC., as Grantee, hereafter also "Grantee". Grantee is a Delaware limited liability company whose home office is 208 South Akard Street. Dallas Texas 75202-4206. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Forged Fiber 37, LLC.
AT&T Legal Department
208 South Akard Street
Dallas, Texas 75202-4206

With a copy to email: FF_Right_Of_Way@att.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Robert Bass, AVP External Affairs, rb3794@att.com, Tel: (425) 786-8816.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful

municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate it Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease/permit agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee, if the Grantee is a service provider providing personal wireless services, site specific charges for placement of new personal wireless facilities in the right of way and for the placement of personal wireless facilities on structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or ductsthe Grantee is placing in the public right of way when feasible in accordance with RCW 35.99.070.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with ~~the~~ City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming

uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program

for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where (i) the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole, and (ii) Grantee and/or third party, as applicable, and City enter into a mutually agreeable and fully-executed pole attachment agreement.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, its boards, officers, agents and employees, Grantee will indemnify and hold the City , its boards, officers, agents and employees harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act,

occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to lawfully tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all applicable lawful taxes due under this Franchise and any lawful expenses due under this Franchise within ninety (90) days of billing. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise of any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided

written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council. Notwithstanding anything to the contrary contained herein, this Franchise may only be modified through a written amendment executed by both the City and Grantee.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all of Grantee's contractors, successors, and assigns. Grantee accepts full responsibility to the City for full performance of all Franchise obligations by Grantee, its contractors, successors, and assigns.. .

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured

after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council _____, 2025.

_____
M A Y O R

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2025.

I, _____, am the _____ of Forged Fiber 37, LLC, a Delaware limited liability company, and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Forged Fiber 37, LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2025.

_____

Witness: _____