SPOKANE

Community, Housing, & Human Services Board

Vision: To provide opportunities that enhance the quality of life for Spokane's extremely low to moderate income populations.

February 5, 4:00 PM
City Council Briefing Center
Lower Level, City Hall

TIMES GIVEN ARE AN ESTIMATE AND ARE SUBJECT TO CHANGE

4:00 - 4:10 Call to Order - Board Chair

- 1) Approval of Agenda: ACTION
- 2) Public Comment Please restrict comments to items relevant to the CHHS Board
- 3) Approval of the November Meeting Minutes: ACTION

4:10 - 4:45 Discussion

- Review and Approve Perpetual Housing, Acquisition and Capital Improvements Program Applications Received - ACTION
- 2) Consolidated Plan update George Dahl
- 3) Analysis of Impediments Review of Public Comments Received George Dahl
- 4) Neighborhood Community Development Program 2020 Update George Dahl
- 5) Approve Dual Committee Participation of Diane Zemke ACTION
- 6) Approve Affordable Housing Committee membership ACTION
- 7) 2020 Board Education

4:45 - 5:10 Board Eduction

- 1) Conflict of Interest
- 2) Organizational Chart
- 3) Public Meetings

5:10 - 5:25 Director Report - Tim Sigler

5:25 - 5:35 Council Update

5:35 – 5:45 Committee Updates

- 1) Affordable Housing Committee
- 2) Evaluation and RFP Committee

5:55 - 6:00 Announcements

6:00 Adjournment - Board Chair

2020 Board Meeting Schedule

All Board meetings are held in City Hall in the City Council Briefing Center from 4:00 – 6:00 pm unless otherwise posted.

February 5, 2020

March 4, 2020

April 1, 2020 (Board Retreat)

May 6, 2020

June 3, 2020

July 1, 2020

August 5, 2020

September 2, 2020

October 7, 2020

November 4, 2020

December 2, 2020

Username: COS Guest Password:

	Feb. 5	March 4	April 1	May 6	June 3	July 1	Aug. 5	Sept. 2	Oct. 7	Nov. 4	Dec 2
Gordon Graves											
Adriane Leithauser											
Rebecca Sero											
Kate Burke – Council Member											
Anne Stuyvesant-Whigham	LOA	LOA									
Dillon Thorpe											
Jan Simpson – CoC Rep											
Kathleen Torella – County Rep											
Melody Dunn											

+

STANDING COMMITTEE MEETINGINFORMATION

Affordable Housing Committee: Second Tuesday of each month, 11:30 to 1:00. Union Gospel Mission Arlene Patton, Adriane Leithauser, Phil Altmeyer, Andy Hoye, Mark Muszynski, Art Noll, Patricia Kienholz, Gordon Graves, Diane Zemke, Barry Barfield, Michone Preston

Evaluation & Review Committee: Kim Taylor, Rebecca Sero, Diane Zemke, Arlene Patton, Fran Papenleur, Amme Paluch, Anne Whigham, Jessie Norris, Sarah Clements-Sampson, Mike Crowley, Mark Muszynski, Rowena Pineda

Executive Committee: Third Wednesday of each month, 1:00 to 2:30 P.M. City Hall, 6th floor Conference Room - *Anne Whigham, Adriane Leithauser, Rebecca Sero, Dillon Thorpe, Tim Sigler*

CA/CD: First Tuesday of each month, 5:30 - 7:00 P.M. West Central Community Center, Newton Room

Refer to https://spokanechhs.org/ for information on Board-related meetings and events



Community, Housing, & Human Services (CHHS) Board

December 4, 2019
Meeting Minutes

Meeting called to order at 4:01 PM.

Attendance

- Board Members Present: Melody Dunn, Adriane Leithauser, Kim Taylor, Anne Stuyvesant-Whigham (Chair), Kathleen Torella, Diane Zemke, Dillon Thorpe
- Staff Present: Kelly Burnett, George Dahl, Tim Sigler, Paul Trautman, Niki Madunich, Tija Danzig
- Guests Present: Barry Barfield, Bob Hutchinson, Jeri Rathbun, Jason McAllister, Giacobbe Byrd, Jim Miller, John Lemus, Marley Hochendoner, Sandra Williams

Approval of the Agenda

Prior to agenda approval and due to scheduled fire system maintenance, agenda was updated to move all Action Items to the top of the schedule in the following order: Election of Officers, Public Hearing on Analysis of Impediments to Fair Housing Choice, Recommendation for Approval of Essential Repair Program, Recommendation for Award of Single Family Rehab Program Manager RFP and CY 2020 Contract, Recommendation for Allocation of HOME Multi Family Housing Program Funds, Approval of November Board Meeting Minutes, Approval of Dual Committee Participation of Arlene Patton, Approval of Emergency Powers for Executive Committee, Director Report, Consolidated Plan Update.

Motion to approve agenda with proposed updates made by CHHS Board Member Kim Taylor and seconded by CHHS Board Member Melody Dunn.

AGENDA APPROVED

Public Comment

No public comments were offered by meeting attendees.

Introductions: CHHS Board members, City Staff and guests present introduced themselves.

Election of CHHS Board Officers:

Nominated board members are Adriane Leithauser for Board Chair, Rebecca Sero and Dillon Thorpe for Co-Vice Chairs.

Motion to approve election of CHHS Board Officers made by CHHS board member Melody Dunn and seconded by CHHS board member Diane Zemke.

> ELECTION OF CHHS BOARD OFFICERS APPROVED

Public Hearing - Analysis of Impediments to Fair Housing Choice

Staff member George Dahl provided an introduction of the Analysis of Impediments to Fair Housing Choice Report (AI). The AI was written by the Northwest Fair Housing Alliance and is the final result of an effort to gather information about fair housing choices and where weaknesses in our area lie. The report centers around difficulties and impacts or unintentional consequences of impediments on federal, state and local protected classes. Information for the report was compiled from multiple sources including home mortgage disclosure data, census data, and surveys of tenants, consumers, social services providers etc. The finalized report can be used for analysis of proposals received by the CHHS department, board and committees. It

Note: Minutes are summarized by staff. An audiotape, presentations, and handouts of the meeting is on file – Community, Housing, and Human Services, City of Spokane

is a valuable resource for fair housing planning and can be used a tool to garner public support for fair housing efforts. The AI is a requirement of the consolidated planning process which requires analysis be done every 3-5 years. The 108 page report can be viewed online or a physical copy of the report may be requested from the CHHS department. Due to the importance of the report, the proposed public comment period has been lengthened and will be December 5, 2019 through 5:00 pm on January 24^{th.}

Northwest Fair Housing Alliance representative Marley Hochendoner presented the report's findings of 10 impediments to fair housing choice and the proposed recommendations to the report's intended jurisdiction.

Motion to open the Analysis of Impediments to Fair Housing Choice Report to public comment made by CHHS board member Adriane Leithauser and seconded by Kim Taylor.

> PUBLIC COMMENT PERIOD OPENING APPROVED

Public Comment: After all Action Items had been addressed by the board, City staff member George Dahl asked for any public comments in regard to the presentation of the impediments and recommendations previously presented by Northwest Fair Housing Alliance representative Marley Hochendoner.

A representative from the Tenants' Union came forward to confirm that her experience mirrors the information presented in terms of demographics. It is the experience of the Tenants' Union that a disproportionate number of tenants of color contact their office for services and support. This is especially telling because in general there is a general lack of willingness to seek help for housing issues due to fear of retaliation as a result of the lack of protections in place for tenants in our area. The Tenants' Union has also seen that the low vacancy rate currently being experienced in the Spokane Area has led to less leases being offered, which removes security from tenants AND landlords, but with a low vacancy rate disproportionately effects tenant safety. Historically tenants have been able to exercise their power by moving, but low vacancy rates has eliminated that power. Currently if a person chooses to leave housing they may not be able to reenter the market. While vacancy rates are low, affordable housing and subsidized housing vacancies are close to or at zero. Tenants are being forced to accept month-to-month agreements that offer no protection and place them more at risk of living in substandard housing. The most common cause of evictions in the area is unpaid rent which is often predicated by unsustainable and unfair rent increases. The recommendation the Tenant Union representative would most like to see enacted is to end 20-Day No Cause Evictions and landlord accountability, both of which could help stem the flow of tenants into homelessness.

Approve Emergency Voting Powers to Executive Committee

Because the CHHS board will not meet again until February, the Executive Committee requests the ability and right to vote on and approve emergency actions until scheduled meetings resume.

Motion to grant emergency voting powers to the CHHS Executive Committee made by CHHS board member Diane Zemke and seconded by CHHS board member Dillon Thorpe.

> EMERGENCY VOTING POWER TO EXECUTIVE COMMITTEE APPROVED

Essential Repair Program Annual Contract, Single Family Rehab Program Manager RFP and CY 2020 Contract Recommendation

Staff member Paul Trautman presented recommendations from The Affordable Housing (AH)

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Committee. The AH Committee reviewed proposals for a Program Manager for the Single Family Rehab Program which will hand the day-to-day management of the program as well as the Rental Rehab program. Only one response was received. The respondent, SNAP, was interviewed by the AH Committee and based on their application, interview and past performance the Committee recommends that the board award both the housing program manager RFP and CY 2020 funding for the Single Family Rehab and Rental Rehab programs to SNAP.

Motion to award Essential Repair Program Annual Contract, Single Family Rehab Program Manager RFP and CY 2020 Contract as recommended made by CHHS board member Kim Taylor and seconded by CHHS board member Melody Dunn.

AWARD OF ESSENTIAL REPAIR PROGRAM ANNUAL CONTRACT, SINGLE FAMILY REHAB PROGRAM MANAGER RFP AND CY 2020 CONTRACT APPROVED

HOME Multi Family Housing Program RFP Recommendation

Staff member Paul Trautman presented recommendations from the AH Committee. Two responses to the HOME Multi Family Housing Program RFP were reviewed and underwritten by CHHS staff and forwarded to the AH Committee for consideration.

One request was received from the Foundation for the Challenged (FFC) for \$200,000 in HOME funds to construct 2 single-family homes on E Sinto for disabled renters below 30% AMI. The AH Committee deferred this application pending decisions from outside funding sources, which should occur in December or January.

The AH Committee recommends that the board approve a \$780,000 HOME allocation to Community Frameworks toward their Sinto Commons Project. Sinto Commons is a 47-unit apartment complex serving homeless and family renters at 60%, 40% and 30% AMI. Community Frameworks has additional funding applications out to fully fund the project, specifically to Low Income Housing Tax Credits, Commerce and Spokane County.

Motion made to approve allocation of HOME RFP funds as recommended by Diane Zemke and seconded by Adriane Leithauser.

> ALLOCATION OF HOME REP FUNDS AS RECOMMENDED APPROVED.

Approval of the November 2019 Meeting Summary

Motion to approve the November Meeting Summary made by CHHS Board Member Dillon Thorpe and seconded by CHHS Board Member Kim Taylor.

MEETING SUMMARY APPROVED

Approval of Dual Committee Membership

The current CHHS Board Committee Governance stipulates that members of the public (non-CHHS board members) only be allowed to serve on one committee unless otherwise approved by the CHHS board. Former CHHS board member Arlene Patton's participation on both committees is highly valuable and board approval is sought to allow her dual participation. In 2020 the board will review current committee policies and bylaws.

Motion to approve dual committee membership of Arlene Patton made by CHHS board member Adriane Leithauser and seconded by CHHS board member Melody Dunn.

> DUAL COMMITTEE MEMBERSHIP OF ARLENE PATTON APPROVED

Director Report

Staff member Tim Sigler provided the Director's report including the following items:

- City's scheduled fire drill should begin at 5:00 pm, city staff member Paul Trautman will lead attendees upstairs and outside. If unable to participate in the drill, attendees may remain in the briefing center and fire department will be notified of whereabouts.
- Applications for prospective board members are currently on the Mayor's desk for approval. They may be approved prior to January 1 by outgoing Mayor, or by the Mayor-Elect.
- Incoming Council President Breean Beggs has been emailed a request to appoint two new Council Members to the CHHS board.
- A welcome letter was sent to Mayor-Elect. She's unable to attend this month's board meeting as she's out of state.
- Recently, city staff took Mayor-Elect and transition staff on a four hour tour of CHHSfunded properties, including dental clinics, derelict properties etc. Tour attendees seemed excited about information presented and want additional information on CHHS projects.
- The South Cannon Warming Center is open 24/7 with 85 beds available to the public.
- Truth Ministries has increased their standard capacity by 45 beds and removed barriers to access (no fee).
- Catholic Charities is in the process of opening overflow space for families. Currently, the only shelter serving the family population is at capacity nightly.
- Met with current Council President Stuckart to discuss 2 million in reserved funds, more details will be forthcoming.
- Community Frameworks and Habitat are currently engaged in a feasibility study for a project to add 77 units of affordable housing

Council Update:

No representatives were present from City Council. No update was provided at this time.

Committee Updates

No committee updates were given.

Consolidated Plan Update

Staff member George Dahl provided an update as to the status of the Consolidated Plan. The Consolidated Plan is underway, the AI report presented earlier is part of the plan requirements. CHHS board members who wish to assist with Consolidated Plan are welcome to. Current needs are for Needs Assessment 15, 20, and 25 as outlined in the briefing paper. There is also an opportunity for feedback on survey questions soon to be disseminated to the community. If you have feedback or wish to assist with the Needs Assessments, please contact George Dahl or Tim Sigler.

Meeting Adjourned at 4:54 PM.

The next CHHS Board Meeting is scheduled for February 5, 2020 from 4-6pm

BRIEFING PAPER

Community, Housing and Human Services Board Perpetual Housing, Acquisition, and Capital Improvements Program (PHACIP) Wednesday, February 5, 2020

SUBJECT: CHHS received three separate applications requesting funding during the PHACIP's first open application period the week of December 9th.

BACKGROUND: The CHHS Board approved the creation of the PHACIP at their meeting on November 6, 2019. Staff created a webpage on the CHHS website to provide information for perspective applicants. Staff hosted two separate technical assistance workshops to assist partner agencies preparing to submit application. A total of 11 individuals from nine separate partner agencies attended the two workshops, including one CHHS Board member (Melody).

The table below is meant to summarize each of the three proposals received during the month of December 2019.

Agency	Proposal Type	Requested	Staff Summary
Family Promise	Acquisition	\$180,000 (grant)	 Acquisition of single-family home located at 2012 E. Mission Ave. Home will be converted to expand shelter capacity and centralize services for homeless families with special needs and infants. Existing purchase sale agreement with owner of 2012 E. Mission Ave. \$20,000 match commitment from Providence Health Systems Grant Plan to conduct a capital campaign in 2020
Pioneer Human Services	Rehabilitation	\$594,474 (grant)	 Complete building rehabilitation to transition the Carlyle from an assisted living facility to a high-barrier permanent supportive housing complex (74-units: 62 studio & 12 one-bed) of affordable housing (<50% AMI). Pioneer has already invested \$585,218 into facility improvements as part of the transition \$392,000 grant/leverage from Washington State Department of Commerce Request for CHHS to fund necessary electrical upgrades (gap funding)
Proclaim Liberty	New Construction	\$1,200,000 (grant & loan)	Complete construction of new ECEAP facility (2020) that will serve 20 full-time & 40 part-time students (2 classrooms). Requesting \$744,150 grant Complete onsite and offsite improvements for the ECEAP Center and future apartment development (approximately 65 units of affordable housing anticipated to begin construction in 2021). Requesting \$455,850 loan (no interest)

TIMELINE: Each of the three applications received should be considered "shovel ready" with project completion planned during the 2020 calendar year.

IMPACT: CHHS has approximately \$1,000,000 to support this program. Consider funding availability and most pressing community needs when making funding recommendations.

ACTION: Vote to approve, or disapprove funding any of the proposals listed above.

For more information, please contact George Dahl at gdahl@spokanecity.org



2020 Community Development Block Grant (CDBG)

Perpetual Housing, Acquisition & Capital Improvements



Application Due: 2nd Friday of each month @ 5:00 PM

APPLICANT INFORMATION

Agency Name: Family Promise of Spokane

> Proposal Name: Property Acquisition: Expand Homeless Services & Housing for Families with Children

> Date: 12/13/19

Funds Requested	\$ 180,000.00
Funds Leveraged	\$ 20,000.00
Total Project budget	\$ 200,000.00

> Organization <u>Leadership</u> Contact Information

> Contact Person: Joe Ader, Executive Director

> Mailing Address: 904 E Hartson Ave, Spokane, WA 99202

> Telephone: 949-294-4510

Email: jader@familypromiseofspokane.org

> Organization <u>Program</u> Contact Information:

> Contact Person: Susan Heitstuman, Bridges Rotational Shelter Program Manager

> Mailing Address: 904 E Hartson Ave, Spokane, WA 99202

> Telephone: 509-795-9619

> Email: bridges@familypromiseofspokane.org

> TIN/EIN #: 91-1707988 > DUNS #: 019916469

> Organization fiscal year: July 1, 2019 - June 30, 2020

> System for Award Management (SAM) Registration:

Yes No Expiration Date: 5/29/21

> Experience managing public funds/grants:	√ Yes	✓ No
Explain (2,000 character limit):		

Yes, Family Promise of Spokane (FPS) has extensive experience in managing and reporting on public funds. Including successful completion of CDBG funded projects that resulted in increased permanent capacity for those experiencing homelessness, as well as adding affordable housing units to the market.

FPS successfully used 2018 CDBG funds to acquire property at 2002 E Mission Ave. The purchase closed in March of 2019, and renovations were completed by September, well within the stated grant timeline. Additionally, all reporting requirements were met, and the facility has already met its occupancy requirements for the grant 's intended use. FPS also has experience in managing public grant funds from Spokane County, The City of Spokane, The City of Spokane Valley, and Federal Emergency Food & Shelter Program funds through the United Way of Spokane County.

	Experience manag	ging proje	cts that include procurement and prevailing wage requirements:
	✓ Yes		No
Exp	lain (2,000 charact	er limit):	

Yes, FPS has experience in managing projects that include procurement and prevailing wage requirements. FPS received a CDBG Grant in 2017 & 2018, where the organization went through the procurement process to acquire equipment and property. Additionally, FPS has addressed prevailing wage requirements when bidding on security system enhancements.

Please identify which neighborhood funding priority this proposal addresses: Need for Safe Affordable Housing Choice Multi Family Housing Need to provide for basic and special needs Child Care Facilities Homelessness Facilities Senior Services Facilities Behavioral Health and Victim Services Facilities Need for community development, infrastructure and economic opportunities

FUNDING PRIORITIES

PROPOSAL SCOPE

➤ The objectives of this proposal are (2,000 character limit):

The primary objective of this proposal is to acquire property at 2012 E Mission Ave, Spokane, WA 99202 to centralize homeless family services and expand shelter capacity and homeless services available to families in the future.

FPS is requesting \$180,000 to acquire the property directly East of the Family Promise Center (2002 E Mission Ave). Initially, the Bridges Rotational Family Shelter will move into the existing structure from its current facility (904 E Hartson Ave). This will allow all FPS shelter families, no matter which program, access to centralized services, ensuring immediate access to case management and comprehensive homeless support services. Additionally, the property will allow for adding on to the current structure to increase shelter capacity, which includes shelter for special needs populations such as homeless families with infants and homeless families exiting hospitals.

If awarded, funds would be restricted to acquiring 2012 E Mission Ave, Spokane, WA 99202. Current overhead and operating funds have been secured. Additionally, FPS is receiving a \$40,000 grant from Spokane County to expand staffing costs associated with this project. Lastly, FPS is operating a separate campaign to fund future construction and operations expenses associated with the project.

> Problem Statement (4,500 character limit):

Last year, there were 3,108 Kindergarten through 8th-grade students reported as experiencing homelessness in Spokane County. When parents and non-school aged children are added to that number, estimates are closer to over 12 thousand individuals in family units that experienced homelessness last year. Currently, all of the Spokane County shelters that serve families with children are full.

The Open Doors 24/7 Family Emergency Shelter, located in the Family Promise Center (FPC), has many resources and enriching opportunities for the families we serve, such as immunization clinics, responsible renters classes, nursing students, kids activities, holiday parties, group meals, and workshops hosted by partner agencies. However, Bridges Rotational Shelter Program families can rarely access these opportunities because the current facility is 2.4 miles away from the FPC. Many of the Bridges families do not have personal vehicles and rely upon public transportation. If the bus is operating efficiently, it is a 23-minute ride, which costs \$2 per person to get to the FPC. Between coordinating children, the bus schedule, the event schedule, and finances, many Bridges families choose to opt-out of these opportunities. The opportunities and resources offered at the FPC could be instrumental in equipping a family with the tools to secure stable housing.

Additionally, there is a growing need for family shelter space for special populations, including homeless families with infants and homeless families exiting hospitals. These populations have weakened immune systems. By placing these families in mass shelters, the current solution, it puts infants and children and high-risk of contracting a severe illness, that could result in death for non-immunized infants under four-months-old.

Purchase of the proposed property will allow solutions to the stated problems in the following ways:

- 1. It allows for more effective services, including the centralization of case management and other resources provided to homeless families. Centralizing these resources to one location will increase the speed at which families transition from homelessness to permanent housing. Allowing for new families to access homeless support services faster.
- 2. It will allow for future expansion of shelter capacity. FPS intends to build on to the property to, at least, triple capacity for the Bridges Rotational Shelter Program. This will increase capacity from 60 people served per year to over 180 within three years.
- 3. Lastly, with the added Bridges Rotational Shelter capacity, FPS intends to increase specialized shelter capacity. This includes capacity for highly vulnerable families that are currently not being served in our system, such as families with non-immunized infants under the age of four months.

FPS is requesting \$180,000 in PHACIP Funds to acquire the property at 2012 E Mission Ave. The acquisition of this property will be instrumental in solving the problems stated above. Centralizing the FPS programs ensures all families experiencing homelessness have access to the resources and tools necessary to equip them in ending the cycle of homelessness.

Successful execution of this proposal will be measured by (2,000 character limit): This project will be considered successful when FPS receives the deed for the property at 2012 E Mission Ave, Spokane, WA 99202. Upon final purchase of the property, FPS will forward a copy of the property deed to the City of Spokane, along with any other required reporting documentation.

Performance Measures (250 Character limit)	Target/Goal
Purchase Property: 2012 E Mission Avenue, Spokane, WA 99202	Acquire Property Deed by October 2020

Included in Project Scope (250 character limit)	Not Included in Project Scope (250 character limit)
Purchase/acquisition of Property: 2012 E Mission Avenue, Spokane, WA 99202.	Expenses associated with potential renovation/construction needed at 2012 E Mission Ave to prepare the facility for the Bridges Program. Please consider the date 12/13/19 as N/A in the Proposal Milestones section of this application.
2.	2. Expenses assiciated with moving the Bridges
	Rotational Shelter Program from 904 E Hartson Avenue, Spokane, WA 99202 to 2012 E Mission Avenue, Spokane, WA 99202.
3.	3. Expenses associated with the overhead and operating costs of the Bridges Rotational Shelter Program.

Proposal Milestones	Target/Goal
Project Bidding	11/22/19
Contractor Selection	12/13/19
Begin Construction	12/13/19
End Construction	12/13/19
Project Closeout	9/30/20

Current Assumptions (250 character limit)	Known Constraints (250 character limit)
FPS has an agreement with the property owner of 2012 E Mission Avenue, Spokane, WA 99202 to purchase the property in full by October 2020.	1. N/A
2. As of November 22, 2019, FPS has a signed Residential Real Estate Purchase & Sale Agreement with the property owner of 2012 E Mission Avenue, Spokane, WA 99202.	2.
3.	3.

Stakeholder Name (200 character limit)	Stakeholder Title (200 character limit)	Date of Approval
Joe Ader	Executive Director	12/13/19
Susan Heitstuman	Bridges Rotational Shelter Program Manager	12/13/19
Evan Christoulis	Bookkeeper	12/13/19
Dr. Arnold Peterson	Board of Directors, President	12/13/19

> Describe how this proposal will track and record basic demographic and income reporting requirements (2,500 character limit):

FPS tracks demographic and income data for guests/clients in the Bridges Rotational Shelter Program using the City of Spokane 's Homeless Management Information System (HMIS). FPS has invested in creating an HMIS Team, led by an IT Manager, who oversees the maintenance and updating of HMIS data. The IT Manager does bi-monthly audits of data quality to ensure accuracy when FPS delivers a Data Quality Report to the City of Spokane at the end of each month.

PROPOSAL BUDGET

*Proposals must have a <u>minimum 10% matching funds/leverage committed</u> at the time of application. For example; if a proposal was requesting \$100,000, the proposal would have a minimum of \$10,000 in matching funds/leverage committed with supporting documentation.

Project Activity	CDBG Funds (request)	*Matching Funds/Leverage	Total
Capital Improvements	\$ 0.00	\$ 0.00	\$ 0.00
Public Facilities	\$ 0.00	\$ 0.00	\$ 0.00
Demolition	\$ 0.00	\$ 0.00	\$ 0.00
Acquisition	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00
Total Project Activity	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00

**Professional Services	CDBG Funds (request)	*Matching Funds/Leverage	Total
Architectural	\$ 0.00	\$ 0.00	\$ 0.00
Engineering	\$ 0.00	\$ 0.00	\$ 0.00
Legal	\$ 0.00	\$ 0.00	\$ 0.00
Accounting	\$ 0.00	\$ 0.00	\$ 0.00
Construction Management	\$ 0.00	\$ 0.00	\$ 0.00
Other:	\$ 0.00	\$ 0.00	\$ 0.00
Total Professional Services	\$ 0.00	\$ 0.00	\$ 0.00
Total Project Budget (Project Activity + Professional Services)	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00

^{**}Professional services are subject to federal procurement standards 2 CFR 200 (Subpart D)

ATTACHMENTS

/	Completed Pre-award Applicant Risk Assessment
1	Articles of Incorporation/Bylaws
/	Federal Tax Form 990
V	Evidence of Site Control (rehab or new construction)
'	Current Board of Directors listing (include affiliations with other agencies or organizations)
'	Organization Policies and Procedures
/	Matching Funds/Leverage Letter(s)



904 E. Hartson Ave Spokane, WA 99202 Phone: 509-747-5487

Fax: 509-747-5537

www.familypromiseofspokane.org

December 13, 2019

To Whom It May Concern,

Family Promise of Spokane's *Property Acquisition: Expand Homeless Services & Housing for Families with Children* application does not include the following documents:

- Articles of Incorporation/Bylaws
- Federal Tax Form 990
- Current Board of Directors Listing
- Organizational Policies & Procedures

These items are not included because Family Promise of Spokane has already submitted those documents to the City of Spokane. Family Promise of Spokane submitted Articles of Incorporation/Bylaws, Federal Tax Form 990, and Organizational Policies & Procedures documents with its 2019 Community Development Block Grant Application, Family Shelter Building Acquisition 2002 E Mission Ave. Family Promise of Spokane has omitted the Current Board of Directors Listing because our organization submitted these documents with its 2020 Neighborhood Community Development Program, Family Promise Center Parking Lot Safety & Beautification Project. If there are any questions or concerns regarding the lack of these documents, please contact Hilary Beardslee, Administrative Coordinator.

Sincerely,
Hilary Beardslee, Administrative Coordinator
office@familypromiseofspokane.org
425-218-4997

Family Promise of Spokane Tax ID: 91-1707988 904 E Hartson Ave, Spokane, WA 99202

ATTACHMENT I

PRE-AWARD RISK ASSESSMENT & LIST OF AWARDED GRANTS

City of Spokane Community, Housing, and Human Services Pre-award Applicant Risk Assessment

Note: All applicants must complete this risk assessment. If your organization/entity is applying for the City of Spokane Community, Housing, and Human Services Multi-Family Housing Program, complete this risk assessment in reference to the project sponsor. Please answer all questions and attach all applicable documents, failure to do so will affect the risk determination.

<u>Organi</u>	zation/Entity Name	Family Promise of Spokene
<u>Organi:</u>		07/01/2019 to 06/30/2020
Manag	ement Systems	MM/DD/YY to MM/DD/YY
1.	financial assistanc	ation/entity have experience managing grant funds, loans, or other types of e? If yes, complete the experience column below with your organization's n of the types. Please include the number of years/months.
	Туре	Experience
	Federal	d years
	State Local	NIA
	Foundation	10 wears
	TOURGETOR	5 years
2.	Has your organizate explain.	tion/entity had changes to key staff or positions in the past 12 months? If yes,
	Executive Manage	ment 🗷 Yes 🗆 No
	Financial	⊠ Yes □ No
	Program	☐ Yes ⊠ No
3.	the primery	s hired as the Executive Director in January 2019 pristoulis grined family Promise in June 2019 as bookkeeper.
	Financial system	☐ Yes 🗷 No
	Policies & Procedu	
	Data Collection	⊠ Yes □ No

	Person is update	nired a full-tim	Mertion policies	n 2019. This				
	well as working		ensure FPS du					
4.	Does your organization/entity have policies and procedures for the following? If yes, attach. "Financial Management Ps and Ps Include those specific to recording financial transactions, an accounting manual with chart of accounts, segregation of duties and authority for approving financial transactions, and maintenance of accounting records.							
	Procurement Drug Free Work Place Conflict of Interest Financial Management* Property/Equipment Management Retention of Records Equal/Civil Rights	图 Yes □ No D Yes □ No 图 Yes □ No						
<u>Audit I</u>	Reports and Monitoring E	<u>vents</u>						
1.	Did your organization/entity expend \$750,000 or more in federal grant funds in the previous fiscal year?							
2.	Has your organization/entity had a Single Audit or other financial audit in the last 12 months? If yes, attach full audit report including corrective action plans as applicable. ☑ Yes ☐ No							
3.	Did your organization/entity have any monitoring visits by a funding agency in the last 12 months? If yes, fill out the table below (attach additional pages as necessary) and attach a copy of the report(s). ☐ Yes ☑ No							
	Awarding Entity	Result (Finding(s) – Yes / No)	Corrective Action Plan required?	Status (Open or Closed)				
	-							

Financial Stability

1.	Does your organization/entity have an accounting system in place to segregate funding source?	expenditures by
2.	Does the accounting system produce a budget vs. expenditures report? ✓ Yes ☐ No	
3.	Does your organization/entity maintain central files for grants, loans, or other ty assistance?	ypes of financial
4.	a. Records all time worked, including time not charged to awards?	☑ Yes ☐ No ☑ Yes ☐ No ☑ Yes ☐ No he ☑ Yes ☐ No
5.	Does your organization/entity allocate expenses, either directly or indirectly, by allocation plan? If yes, attach current plan. ☐ Yes ☒ No	means of a cost
6.	Does your organization/entity have a Negotiated Indirect Cost Rate? If yes, attaccurrent rate agreement. ☐ Yes ☐ No ☐ 10% De Minimis Rate	h a copy of the
Perforr	mance History	
1.	Is your organization/entity presently debarred or suspended? ☐ Yes ☑ No	
	Has your organization/entity been awarded grants, loans or other types of finance the past 24 months from the City of Spokane? If yes, choose the type. 赵 Yes - 泽 Federal □ State 赵 Local □ No	ial assistance in

	Has your organization/entity been assistance in the past 12 months? I pages as necessary).	f yes, please fill out the foll	lowing table (attach additional		
	Awarding Entity See Attachment 1.A	Program/Project	Award Amount		
7.	Has your organization/entity been of financial assistance in the past 12 m ☐ Yes ☐ No	defunded or had a reduction nonths? If yes, explain.	on in a grant, loan, or other type o		
š.	Does your organization/entity obta a. The scope or objective b. A budget revision/adjust	of the program changes?	om the funding agency when: ☑ Yes □ No ☑ Yes □ No		
5.	Has your organization/entity been subject to conditional approvals due to compliance issues? If yes, specify the terms of the special condition and whether or not the special condition is still applicable. If Yes No				

Family Promis	e of Spokane - Awarded Grants	
Awarding Entity	Program/Project	Award Amount
City of Spokane Valley	Open Doors & Bridges - Operations, Direct Client Assistance	\$9,071.00
City of Spokane, Community, Housing & Humans Services	Family Promise - Purchase a New Facility for Open Doors 24/7 Family Emergency Shelter	\$950,000.00
City of Spokane, Community, Housing & Humans Services	Open Doors - Warming Center	\$190,026.35
Elizabeth Pool Charitable Trust	Family Promise of Spokane	\$5,000.00
Innovia Foundation	Open Doors - New Facilities Improvements	\$24,000.00
Kiwanis Club of Spokane	Case Management, Direct Client Assistance	\$1,000.00
MultiCare Better Health Systems	Family Promise of Spokane	\$15,000.00
Numerica Credit Union	Case Management, Direct Client Assistance	\$10,000.00
Passages Family Support	Case Management	\$8,500.00
Providence Health Care	Case Management	\$50,000.00
Rayce Rudeen Foundation	Village	\$10,000.00
Rotary #21 of Spokane	Open Doors - Pest Treatment Heating Chamber	\$3,000.00
The Assistants	Family Promise of Spokane	\$500.00
United Way of Spokane County	Open Doors & Bridges - Operations, Direct Client Assistance	\$19,976.00
Viking Builders, LLC	Neighbors	\$10,000.00
Wells Fargo	Village	\$5,000.00
Windermere Foundation	Case Management, Direct Client Assistance	\$3,500.00

ATTACHMENT II

EVIDENCE OF SITE CONTROL

Family Promise of Spokane Board Meeting Minutes October 22, 2019 - 6pm

In attendance: Joe Ader (Executive Director), Arnold Peterson (President), Greg Plummer (Vice President), Rick Chasteen (Treasurer), Jon Schuler (Secretary), John Lloyd, guest Paul Harrington Absent: Liz Fleming, Marie Pence, Kirk Miller

Opening prayer - Joe

Motion to approve September board meeting minutes - 1st John Lloyd, 2nd Greg Plummer

ED Report - Joe

No new monthly donors over the last month. Need to keep working to increase. Civic Theater profited \$706. Innovia Foundation Grant came in yesterday (\$15,000). Passages Family Support (\$8500 stipend for ongoing staff education) - three different trainings have taken place already. Fishing for Families donations received total \$14,438. (\$15800 total donated).

Ribbon cutting today went well - around 120 in attendance. Greg: "Joe and Arnie did an excellent job of representing FPS." Joe: "We're done with events for the next 7 months, until the Ungala".

Shelter capacity at Open Doors has been full since opening. Catholic Charities will be running a warming center for families. Services rendered depends on the organization running it - but we're working on an arrangement wherein Catholic Charity's case managers will be helping at FPS as well. Jewel's Helping Hands will be operating a warming shelter for singles. When those warming centers open, FPS will cut back capacity from 70 to 60. We budgeted for 60.

Annual Appeal will be put together and sent out in November and December.

Pray for the staff. Toya had surgery today. Brandon is in Seattle right now for testing on a tumor located behind his eye. A third employee underwent surgery last week. New staff is coming up to speed slowly, resulting in more guest issues. Pray for peace over the staff, over the guests, and over the neighborhood.

Real Estate Contract - Arnold

Neighbor is not excited or in a rush to sell, but has made a handshake deal to sell us the property within the next year. Proposed contract states that we'll purchase it within a year, with a 6 month period for him to move equipment from the egress between buildings (to make room for a playground). His property comes within 5 feet of our building. Marie has suggested in the past that a fair offer would be \$180,000. Want to suggest that the contract explicitly states that we can build a playground in the spring of 2020 and purchase the property in October of 2020 for \$200,000. One advantage to buying that property is that eventually Bridges can move into that building. Also, smoking area in the parking lot is an issue, so purchasing the property will give another location for guests to smoke (as required by HUD). Paul will discuss the property's zoning with the city office. A pole building could be built on that property to serve as a possible donation center, etc.

Terms of the offer reflect \$1000 earnest money, 20% down. We want him to sign a contract now denoting a sale a year from now.

Also, we're getting more traction on the sale of the Hartson building. There have been two walk-throughs in the last week, and Bruce Baldwin assumes that an offer is forthcoming.

Motion: we accept the real estate agreement to purchase the property at 2012 E Mission, pending review from our architect to review zoning and feasibility. 1st Rick, 2nd Greg. Vote: unanimous

Committee assignments and responsibilities - Arnie

Developing committees that work and get work done is a big priority. Due to growth in complexity over the last few years, more is being asked of the board. One possible solution is to form committees, consisting of board members, staff members, and volunteers (e.g - an events committee, with multiple board members and several interested community members, which can help to plan and run the Ungala and other events. Another committee could be a facilities committee, to oversee the property and any real estate needs, etc).

Discussion: a lot of staff time was put into the Ungala event, 40-50 man hours were put into the Civic Theater event, etc. Event planners have been used in the past. But arranging sponsors and guests has fallen to the staff. It's possible to delegate authority to a committee, but the issue that currently have is that we're light on administration staff.

Arnie: we'll test this out with an inaugural event committee tasked with running the Ungala.

Treasurer's Report - Rick

July and August do not look as good as we expected. Since the approval of the budget, both July and August's expenditures have increased by \$5000. September was right on the money. YTD we're about \$11,000 short of our budget, but we are hoping to make that up in October due to additional grants. Balance in bank is \$145,000, and we're waiting on another reimbursement of \$36,000+.

Board changes

Let the minutes reflect that Angie Kelleher has resigned from the board, effective October 1, 2019, due to a conflict of interest.

Construction report - Rick and Greg

The final estimates came in for the ERV and the brick ledgers. Currently sitting at a 7.8% budget overrun. Considering all the in-kind donations received, we should feel rather fortunate. We wont have a permanent certificate of occupancy until at least the first of the year.

Paul pointed out that frying bacon in the kitchens will cause the ERV to fail sooner - and due to a lack of appropriate hoods, we should not permit the frying of bacon regardless. Instead they should be encouraged to bake or microwave bacon. Joe will work on training staff and updating sign in documents to notify guests.

Capital Campaign Update

Prospect names have been sorted, and meetings are being scheduled with board members who had a lot of contacts on the list. Each person that's come into a meeting has gotten excited about different things. Viren and Associates are going to feature Family Promise in their holiday newsletter, to encourage their clients to give generously to Family Promise.

Next meeting - Tuesday 11/26

Motion to Adjourn - 1st Jon Schuler, 2nd Rick Chasteen



Form 21
Residential Purchase & Sale Agreement
Rev. 7/19
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RESIDE

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1.	Date: October 2	2,2019	VILS No.:		Offer Exp	iration Date: _	10/28/20)19
2.	Buver: Family Pro	mise of Spokane						
	Seller: John H Gro	*	Buy	er Try L Gre	on	Statu		
3.	Seller: John H Gri	ren	IVI a		en en			
4.	Property: Legal Des	cription attached a	s Exhibil A. Tax	Parcel No	o(s).; 35162.0102			,
	2012 E Mission	n '	Spoka	ine	Snok	ane County	WA S	99202-2627
	Address	•	City		County	dire County	State	Zip
5.	Included Items: Cl O wood stove; O : O generator; O oth	satellite dish,	refrigerator; security system	washer; ; 🖸 attac	dryer; dishwathed television(s);	sher, 🖸 hot t I attached sp	ub; 🛭 fire eaker(s);	eptace insert; Omicrowave;
6.	Purchase Price: \$	200,000.00	Two Hu	ndred Th	ousand			Dollars
7.	Earnest Money: \$ 1	.000.00 P	Check; O Note;	Other	d	eld by 🖽 Sellin	o#Firm: 🗆	Closing Agent)
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	Seller Citizenship (FIRPTA): Seller C	is, 🗹 is not a fo	oreign pers	son for purposes of U	S. income taxa	ation	
15.	Agency Disclosure:	: Selling Broker re	eoresents: 18' Bu	ver: 🗆 Se	lier E both parties: E	neither party		
			presents: D Se			(10111101 (20111)		
16.	Addenda: 22A(Fin	ancing)	22D(Optional	Clauses)	22J(Lead Disc)	osure) 2:	2K(Utiliti	<u>'</u> ≤)
	22T(Title Continge	ency) 22VV	(HO Insurance)) :	35(Inspection)	Spo	kane Add	endum
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT ALL RIGHTS RESERVED **GENERAL TERMS**

Continued

- Purchase Price Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures
- Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any, if the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the 14 interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS 15 Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing 17 Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the 18 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written 19 verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 21

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the 26 Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent 27 timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 39 checked, located in or on the Property are included in the sale; built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings, storm doors and windows; installed 41 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas 42 log lighters; imigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing. 7
- d. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable; rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 49 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after
- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 55 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines 57 to use, Buyer shall pay any cancellation fees owing to the original title Insurance Company. Otherwise, the party 58 applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title insurance 59

(04/19	1/22/1	5		41	11/2	2/15	
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT **GENERAL TERMS**

Continued

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title 60 Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16 050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Selter shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NVMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NVMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19,27,530 or RCW 43,44,110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 101 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 102 and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 103 including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any 104 payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such 105 delinquencies at Closing from money due, or to be paid by, Seller, Buyer shall pay for remaining fuel in the fuel tank if, 106 prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides 107 such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in 108 Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 109 unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities 110 providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or 111 equivalent). 112

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 113 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 114 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 115 as agreed in Specific Term No. 13. 116

Calp	11/12/9			4	11/22	1/5	
Buyer's tnitials	Date	Buyer's Initials	Date	Selfer's Initials	Date	Seller's Initials	Date

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT ALL RIGHTS RESERVED GENERAL TERMS

Continued

- Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all 117 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 118 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 119 and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information 120 and copies of documents concerning this sale.
- j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 122 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 123 under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing 124 Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt 125 from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 126
- k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 127 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 128 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 129 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 130 Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 131 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 132 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and 133 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 135 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling 136 Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this 137 Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic 138 e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the 139 parties will confirm facsimite or e-mail transmitted signatures by signing an original document.

- I. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 141 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 142 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 143 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 144 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 145 shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 146 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 147 as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a 148 Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a 149 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 150 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 151 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 153 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 154 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 155 electronic form has the same legal effect and validity as a handwritten signature.
- Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 157 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 158 Buyer on the first page of this Agreement.
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 160 provision, as identified in Specific Term No. 8, shall apply:
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 162
 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 163
 - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 164 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 165 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 166 any other rights or remedies available at law or equity.

р.	Professional Advice and Attorneys' Fees, Buyer and Seller are advised to seek the counsel of an attorney and a	168
	certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for	169
	such review. However, if Buyer or Seller institutes suit against the filter/concerning this Agreement, or if the party	170
	holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys'	171
	holding the Earnest Money commences an interpleader action, the preveifing party is entitled to reasonable attorneys fees and expenses.	172

CLU// //22/19
Buyer's Initials Date Buyer's Initials Date

r's initials Bate Seller's

Date

Page 5 of 5

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- q. Offer. This offer must be accepted by 9.00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 173 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 174 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 175 Earnest Money shall be refunded to Buyer.
- counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 177 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 178 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 179 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 180 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 181 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 183 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 184 unless sooner withdrawn.
- L Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 186 Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 187 Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) 188 represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons 189 affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 190 (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are 191 the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 192 Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 193 parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to 195 which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 196 specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from 197 more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their 198 funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 199 directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 200 court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 201 under this Agreement.
- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 203 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 204 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 206 from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 207 identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 208 this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 210 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 211 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 212 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 213 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 214 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 215 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 216 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 217 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the 218 expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to 219 inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective 220 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 221 inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is 222 advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, 223 earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term 224 rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide 225 additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third 226 party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the 227 services provided by those third parties. The parties shall exercise their givn judgment and due diligence regarding third-party service providers.

Buyer's Initials Date Buyer's Initials Date

Selfer's Initials Date

11/22/5 Date Seller's Initials

Date

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following	g is part o	f the Purchase and Sale A	greement date	d October 22,	2019		1
between	Family I	Promise of Spokane	Buyer			(*Buye	ور) 2
and	John H	Green	May	y L Green		(*Selle	er") 3
concerning ?	2012 Address	E Mission	Spol	kane	WA 99202-262 State 22p	7 (the "Property	/"). 4
IT IS AGREI	ED BETW	EEN THE SELLER AND	BUYER AS FOI	LOWS:		00	5
Spokane to Family Prouse for Fai	o use the omise Bu mily Pro	to be completed on or west side of lot between alding at 2002 E Missi mise/clients starting Mr 2012 E Mission lot cle	en the home a on for the pur laven 1st, 202	t 2012 E Mission rposes of a play O. Seller to rei	n and the East	side of the	7 8 9 10
- The p	roginty hase	pa (A Obp	smoking u	ntil fam	ily from 150	completes	12 13 14 15 16 17 18
- No)	pets	will be allow	d until	after Fa.	mily Promis	e completes	20 21 22
the p	ourchi	usi. Jall	HP				23 24 25 26
	plny 7pm	aren will only	y be use	ed between	en hours c	of Jam	27 28 29 30
- Fan	mily Apr	Promise can 5:	tot prepar	ing play	aven & Fence	rig	
ー Wん	be restance	ty becomes vocas animal to fay toxis AND CONDITIONS of sai	t Family whiliting Agreement re	frankse Can † Insuranie. main unchanged.	Carp of	dut will	31
Buyer's I	nitials	11/22/19 Date Buyer's Initials	Dale	Selleri's initials	Date Seller	s Initials D	<u>/</u> 22



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SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The fo	llowing is part of between		and Sale Agreen	ment ("Agreement") o	lated	Oct ("Buye	22 r"), and
	John H Gro	en		Mary L Green		("Seller")	concerning:
2012	E Mission		Spokano	WA 99202-2	627 (the '	"Property"):	_
matter matter application Was	inties to the Agre is outside their e is from qualified able. Each of the	eement ackno expertise and experts/profe parties ackno orm in any ma	wledged that br that the parties essionals having owledges being a atter where a lice	ATTERS OUTSIDE Bokers are not in a phase been advised proper licensing in advised not to use the case is required by lease	oosition to I to seek the stat e service	offer expe expert adv e of Washi s of anyone	rt advice on ice on such ington when not licensed
a. Agree (partie	ment, transaction	, Property, or	any property or	garding legal issues other disclosure, the lory of attorneys at w	y should	consult with	on with the an attorney
transa	ction, they shoul	d consult with	a CPA, tax att	or assistance in any orney or other qualif at www.cpaboard.wa	ied tax p	ed to the A rofessional (greement or parties may
Buyer	utilize the servic	es of a licens	ed professional	g the condition of ar inspector to inspect t .dol.wa.gov/business	the Prope	erty (parties	mmend that may confirm
transa	If any inspector ction be further mendations and t	investigated,	tested or review	I recommends that rived, the parties are	matters re advised	elated to the to carefully	Property or review the
e. with la contra	w (by licensed c	ling and const contractors wh	ruction of homes en a license is re).	and buildings should equired) (parties may	only be position	performed in the licensing	accordance status of a
license	On-site sewage ed by the local ci l be able to be co	ty or county s	ewer district hav	eptic tanks, should b ing jurisdiction over t	e inspect the subje	ed by traine ct property a	d inspectors and licensing
RCW,	Water well tests Chapter 18.27 ragraph e.,	s are customa or by qualifie and	urily performed b d engineers (co engineering)	y inspectors licensed ntractor registrations licensing cal	may be	confirmed	as stated in
	Soil conditions, ed geotechnical c			ues and stability iss ts.	ues are o	customarily e	valuated by
Firms preser	or brokers involuce of, concealed acknowledges h	lved in this t d defects. W	ransaction is an hile not an exha	ects present in any particle expert regarding the stand by was a matters that can a	he identif ay of exa	fication of, o	detection of, ot limitation.
Initials	: BUYER:	DATE: _	11/22/19 SEI	LER: DA	ATE: //	22-1	19





- a. Smoke detectors are required by law to be installed in all dwelling units (RCW 43.44.110). Parties are advised to install and maintain smoke detectors meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.
- b. Carbon monoxide alarms are required by law to be installed in single-family residences before they can be sold (RCW 19.27.5300. Parties are advised to install and maintain carbon monoxide alarms meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.
- c. Mold can grow inside dwellings and present health hazards, and the presence of mold may or may not be detected in a professional home inspection and a complete mold assessment may require the services of a mold specialist. Mold Information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at
- d. Wood destroying organisms (such as termites, carpenter ants and other insects), as well as fungi, that consume, remove or destroy wood products may not be detected in a professional home inspection, and a home inspector will not provide a complete wood destroying organism inspection unless the inspector is also licensed as a structural pest inspector with the Washington Department of Agriculture and your inspection contract also includes this service.
- e. Radon is a colorless, odorless gas that can be present inside dwellings and other structures that can severely and adversely affect the health of occupants. A professional home inspection will likely not include testing for the presence of radon and a radon test would require the services of a radon specialist. Radon information can be obtained from the Environmental Protection Agency at
- f. Asbestos was at one time used in homes and other construction and may be present in existing structures. If inhaled, asbestos fibers can severely and adversely affect people's health. A professional home inspection may not include a complete examination and testing for the presence of asbestos and, if asbestos is present in a home, any removal will require use of a licensed contractor that also has an asbestos contractor's certificate. Asbestos information can be obtained from the Environmental Protection Agency at
- g. Other indoor organic compounds may also be present in a home and you can obtain additional information regarding these from various sources, including the Washington State Department of Health,

Seller acknowledges that Seller has the sole responsibility for disclosing to Buyer in writing any knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the above. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property. The above is intended as general advice and not as a substitute for professional advice.

3. LENDER RELEASE OF CONSUMER DISCLOSURE INFORMATION. Each Buyer acknowledges that the Listing Real Estate Brokerage Firm and its assigned broker(s), Selling Real Estate Brokerage Firm and its assigned broker(s), and the Closing Agent may be able to assist in identifying and correcting information contained in any Disclosure Statement or similar document provided to Buyer(s) in connection with any loan being obtained for the purchase of the Property. Accordingly, each Buyer consents to disclosure of any Disclosure Statement or similar document to all of the above and directs the lender(s) involved in this transaction to provide full disclosure of such Disclosure Statement or similar document to each of the above at the same time such information is disclosed to Buyer(s).

Initials: BUYER: AUD DATE: 11/12/6 SELLER: DATE: 11-22-19
BUYER: DATE: SELLER: DATE: _____

Form 22A Financing Addendum Rev. 7/19 Page 1 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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oncerning 2012 E Mission Spokane WA 99202-2627 (the "Property"). An APPLICATIONWAIVER OF CONTINGENCY. a. Loan Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(\$)"): □ Conventional First; □ Conventional Second: □ Bridge; □ VA; □ FHA; □ USDA; □ Home Equity Line of Credit; ☑ Other Upon Agreed Terms on Donations for 2020 (the "Financing Contingency"). Buyer shall pay □ \$; or ₩ 20 % of the Purchase Price and pay the application fee, if required, for the subject Property within days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial Information for the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, Income, social security number (if required), the Property address, purchase price, and the loan amount. b. Walver of Financing Contingency. If Buyer (i) fails to make application for financing for the Property within the agreed time; (iii) changes the type of loan at any time without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's walver of the Financing Contingency under this Paragraph 1(to) also constitutes walver of Paragraph 7 (A) patriasal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. LOAN INFORMATION. a. Seller's Request for Loan Information. At any time days (10 days if not filled in) after mutual acceptance, Seller may give, once, a notice requesting information related to the status of Buyer's loan application ("Request for Loan Information Notice.") which should be a status of Buyer's loan application ("Request for Loan Information Notice,") Buyer shall give notice of the status of	he folk	owing is p	art of the Pur	chase and Sale Ag	reement dated	October 2	2,2019			1
Indigenerating 2012 EMission Spokane WA 99202-2627 (the "Property"). LOAN APPLICATION/WAIVER OF CONTINGENCY. Conventional First: Conventional Second: Bridge: UA: Property").	etwee		ily Promise of	Spokane					("Buye	r") 2
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LOAN APPLICATION/WAIVER OF CONTINGENCY. a. Loan Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"): © Conventional First; © Conventional Second; © Bridge; © VA; © FHA; © USDA; © Home Equity Line of Credit; & Other Upon Agred Terms on Donations for 2020 (the "Financing Contingency"). Buyer shall pay © \$ \$: or \$\overline{\textit{20}}\$ % of the Purchase Price and pay the application fee, if required, for the subject Property within days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, Income, social security number (if required), the Property address, purchase price, and the loan amount. b. Walver of Financing Contingency. If Buyer (i) falls to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender without Seller's prior written consent, or (iii) changes the lender seller has been seller to the prior the selle										, ,
Loan Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Cant(s)"): □ Conventional First; □ Conventional Second; □ Bridge; □ VA; □ FHA; □ USD3; □ Home Equity Line of Credit; 図 Other Upon Agreed Terms on Bonations for 2020 (the "Financing Contingency"). Buyer shall pay □ \$; or ☑ 20 % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount. b. Waiver of Financing Contingency. If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 7 (Appraisal Less Than Sales Prian Sales Prians). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. c. LOAN INFORMATION. a. Seller's Request for Loan Information. At any time	oncem	ning 2012		n		nne			_(the "Property	"). 4
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the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes walver of Paragraph 7 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. 2. LOAN INFORMATION. a. Seller's Request for Loan Information. At any time		price, an	the loan am	ount.						15
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Buyer's Initials

Date

Buyer's Initials

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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11/22/19

Selfer's Initials

Continued LOAN COST PROVISIONS. Seller shall pay up to □ \$; or 🚨 % of the Purchase 46 Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300,00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 4 is 51 insufficient to pay for those costs. If checked, I Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 53 of the loan). 54 5. EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 57 made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds 58 to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by 59 Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such 60 confirmation. INSPECTION. Seller shall permit inspections required by lender, including but not limited to structural, pest, 62 heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections 63 unless otherwise agreed. 64 7. APPRAISAL LESS THAN SALE PRICE. 65 a. Notice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer 66 may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall 67 include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 7. b. Seller's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 69 (i) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 70 acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 71 approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect 72 not to accept a reappraisal or reconsideration of value; 73 (ii) Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 74 appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to 75 lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the 77 Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the 78 reduced price.); 79 (iii) Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 80 appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or 82 (iv) Seller's rejection of Buyer's notice of low appraisal. 83 If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or **B5** USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 86 87 c. Buyer's Reply. (i) Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond. RA the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) **B9** 90 terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. (ii) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which eyent title Earnest Money shall be refunded to Buyer. 93 Form 22A Financing Addendum Rev. 7/19 Page 3 of 3

FINANCING ADDENDUM TO **PURCHASE & SALE AGREEMENT** Continued

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VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price;	95
or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.	96
Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest	97

(iii) If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA.

Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

8. FHA/VA/USDA - Appraisal Certificate. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA 100 financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the 101 purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements 102 a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the 103 Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or 104 similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay 105 the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 7 106 above shall apply.

Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, 108 or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees 109 to satisfy himself/herself that the price and condition of the Property are acceptable. 110

9. EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected 111 disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or 112 more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the 113 addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days 114 to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's 115 waiver of this Financing Contingency. 116

Buyer's Initials

Form 35 Inspection Addendum Rev. 7/19 Page 1 of 2

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INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The follow	ving is part o	f the Purc	hase and Sale A	greement dat	ed October	22, 2019		1
between .	Family	Promise of	Spokane	Buy	3		<u> </u>	("Buyer") 2
and	John H	Green			ry L Green			("Seller") 3
concernin	g 2012 E	Mission		Spe	okane	WA	99202-2627 (the	"Property").
1.	inspection: Buyer's of improvement for hazard performed	s of the Pertion and ents to the lous mate by Buyer	ringency. This roperty and the id without limitals Property, complexials, a pest insora person licen. Buyer's inspections	improvement tion, the sti liance with bu spection, and sed (or exem	s on the Propeructural, mechaliding and zor allding and zor a soils/stabil pt from licensi	erty. Buyer's nanical and ning codes, a lity inspectiong) under Ch	inspections may general condit in inspection of t in. The inspection papter 18.280 RC	include, at 6 ion of the 7 he Property 6 ion must be 9 W.
	an inspect	ion of the	sewer system, w ector to remove	hich may incl	ude a sewer li	ne video ins	pection and asse	ssment and 12
	Buyer's ci improvement interviewing Property to	hoice, and ents on th ig and sel o the sam	s. All inspection in (c) completed e Property without ecting all inspection they com any inspection any inspection.	at Buyer's ut first obtain tors. Buyer s were in pric	expense. Buy ing Seller's pe hall restore the transfer to the inspense.	er shall not ermission. Bu e Property a ection. Buyer	alter the Property is solely resumed all improvements shall be response.	erty or any 15 ponsible for 16 ents on the 17
	within	Period"), ng the in s; or (4) pr tion and the pairs to the	This inspection of lays (10 days if Buyer gives not spection and te oposing repairs to terminates the Arthe property or making to be perfores may use NWM	not filled in) ice (1) approminating the other property greement, the odifications to med after Clo	after mutual a pring the insposed Agreement; or modification E Earnest Mondo the Agreeme sing, the partie	cceptance of ection and volume (3) that Buther to the Agnies to the Agnies shall be ant, including as shall negotians.	f this Agreement vaiving this conting this conductiver will conductive ment. If Buyer refunded to Buy adjustments to the tiate as set forth in the set of the conductive ments to the conductive ments to the conductive ments to the conductive ments to the conductive ments are set forth in the conductive ments are conductive ments.	(the "Initial 21 ingency; (2) 22 it additional 23 disapproves 24 er. If Buyer 25 ne purchase 26
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C	paragraph Seller's re provided.	1.a. or 1. esponse m	for Repairs or b., the parties sh hade in accordan	all negotiate a	as set forth in t ollowing proce	this paragrap dures are in	h. Buyer's initial evocable for the	request and 39
	days if (a) agr modific offers o	not filled in ees to the ations pro different or	se to Request for n) after receipt of e repairs or mod posed by Buyer additional repair ations, this continuations	Buyer's requifications pro (c) rejects or modificat	est for repairs posed by Buy all repairs or i ions. If Seller a	or modificati er; (b) agree modifications agrees to the	ions to give notices to same of the sproposed by B terms of Buyer's	e repairs or 44 uyer; or (d) 45 request for 46
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Buye	r's Initlals	Date '	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

Form 35 Inspection Addendum Rev. 7/19 Page 2 of 2

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INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to 48

Continued

		reply, as follows:	49
		(ii) Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedles; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.	50 51 52 53 54 55
		ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.	56 57 58 59 60
		d. Repairs. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.	61 62 63 64 65 65 66 67 68 69
			70 71 72
		f. On-site Sewage Disposal Systems Advisory: Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).	73 74 75 76 77
2,		NEIGHBORHOOD REVIEW CONTINGENCY: Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may Include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	78 79 80 81 82 83 84 85 86
3.		PREINSPECTION CONDUCTED. Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.	87 88 89 90 91 92
4.		WAIVER OF INSPECTION. Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.	93 94 95 96 97
	Bu	ryer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date	

Form 22D Optional Clauses Addendum Rev. 7/19 Page 1 of 2

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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and		Seller	H Green					Mary L Gro	en					("Self	er")	3
concer	ning :	2012 Address	E Mission		 -	<u>,</u>		Spokane city		WA	99202- Zep	2627	(the	"Propert	y").	4
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Form 22D Optional Clauses Addendum Rev. 7/19 Page 2 of 2

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT Continued

		worth lace	
		in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer	41 42 43 44 45 46 47
8.	•	Homeowners' Association Review Period. If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within days (10 days if not filled in) of mutual acceptance: a. Association rules and regulations, including, but not limited to architectural guidelines; b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); c. Association meeting minutes from the prior two (2) years; d. Association Board of Directors meeting minutes from the prior six (6) months; and e. Association financial statements from the prior two (2) years and current operating budget.	48 49 50 51 52 53 54 55
		If Buyer, in Buyer's sole discretion, does not give notice of disapproval within days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	56 57 58 59 60
9.		Homeowners' Association Transfer Fee. If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by \square Buyer; \square Seller (Seller if not filled in).	61 62 63 64
10.			65 66 67 68 69
11.	. 🗆	additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:	70 71
		a. Home warranty provider:	72
		 Seller shall pay up to \$ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance. 	73 74
		c. Options to be included:	75
		(πone, if not filled in).	76
		d. Other:	77
	_		78
12	. 🗆	Other.	
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			81
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ATTACHMENT III

LEVERAGE LETTER(s)



904 E. Hartson Ave Spokane, WA 99202

Phone: 509-747-5487 Fax: 509-747-5537

www.familypromiseofspokane.org

December 13, 2019

To Whom It May Concern,

On behalf of myself and the Family Promise of Spokane Board of Directors, we are committed to running a capital campaign to ensure the sustainability of Family Promise of Spokane. Capital Campaign funds will be used to support the general operations of Family Promise of Spokane, as well as cover acquisition and capital improvement projects, such as those proposed in the *Property Acquisition: Expand Homeless Services & Housing for Families with Children* application. Please accept this letter as our support for this grant application and our commitment to participate in the capital campaign in the coming year.

Sincerely,

Dr. Arnold Peterson,

Board of Directors, President

and Peterson

arn@petersonhome.com

Family Promise of Spokane

Tax ID: 91-1707988

904 E Hartson Ave, Spokane, WA 99202



904 E. Hartson Ave Spokane, WA 99202 Phone: 509-747-5487

Fax: 509-747-5537

www.familypromiseofspokane.org

December 13, 2019

To Whom It May Concern,

Family Promise of Spokane (FPS) partners with Providence Health Systems to collaborate on projects that will help to improve the health of the Spokane County community. On December 11, 2019, Joe Ader, FPS Executive Director, received news from Sara Clements-Sampson, the Providence Community Health Investment Manager for WA/MT, that Providence has issued a \$49,000 unrestricted donation to FPS. Joe Ader met with the FPS Board of Directors President, Dr. Arnold Peterson, on December 12, 2019, to discuss this donation. In this meeting, Mr. Ader & Dr. Peterson agreed that \$20,000 of the donation should be used as leverage/match funds for FPS's Perpetual Housing, Acquisition, and Capital Improvement Project Application for the *Property Acquisition: Expand Homeless Services & Housing for Families with Children*. If there are any questions or concerns regarding the leveraged funds, please contact Hilary Beardslee, Administrative Coordinator.

Sincerely,
Hilary Beardslee, Administrative Coordinator
office@familypromiseofspokane.org
425-218-4997

Family Promise of Spokane Tax ID: 91-1707988 904 E Hartson Ave, Spokane, WA 99202



Follow Up

3 messages

Joe Ader <jader@familypromiseofspokane.org>
To: "Clements-Sampson, Sara" <Sara.Clements-Sampson@providence.org>

Tue, Dec 10, 2019 at 8:45 PM

Hello Sara.

I want to thank you again for your time last week. I wanted to circle back around to you to see if you heard from Avista about the funds you mention that you were needing to donate this week. Please let me know if you need anything from us.

Sincerely Joe Ader

Sincerely
Joe Ader
Executive Director
FamilyPromiseOfSpokane.org
509-723-4663 - Day Center
949-294-4510 - Cell

Clements-Sampson, Sara L <Sara.Clements-Sampson@providence.org>
To: Joe Ader <jader@familypromiseofspokane.org>

Wed, Dec 11, 2019 at 11:34 AM

I've issued the \$49,00 to Family Promises to get it in before the end of the year. We do want to make sure Family Promises uses HFCA and complies with the HFCA/Diversion/RRH models and tools.

Sara Clements-Sampson, M.A. Pronouns: she/her

WA/MT Community Health Investment Manager

Providence St. Joseph Health

101 W 8th Avenue

Spokane, WA 99204

Phone: (509) 474-2423

Email: Sara.Clements-Sampson@providence.org

UNLESS SOMEONE LIKE YOU CARES A WHOLE AWFUL LOT, NOTHING IS GOING TO GET BETTER. IT'S NOT. - Dr. Seuss

[Quoted text hidden]

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

Wed, Dec 11, 2019 at 2:44 PM

This is fantastic Sara. Absolutely we always work with HFCA and are fully integrated in the system. [Quoted text hidden]

ATTACHMENT IV

PHOTOS: FAMILY PROMISE CENTER & PROPOSED SITE FOR THE BRIDGES PROGRAM



2012 E Mission Ave

Family Promise Center Block/Proposed Property for the Bridges Program (2012 E Mission Ave)





2012 E Mission Ave

Spokane, WA 99202



Directions

Save





















2020 Community Development Block Grant (CDBG)

Perpetual Housing, Acquisition & Capital Improvements



Application **Due**: 2nd Friday of each month @ 5:00 PM

APPLICANT INFORMATION	N .		
S. A Maria			
> Agency Name:			
Proposal Name:			
> Date:			
	Funds Requested		
	Funds Leveraged		
	Total Project budget		
> Organization Leaders	hip Contact Information		
> Contact Person:			
Mailing Address:			
> Telephone:			
> Email:			
> Organization <i>Progre</i>	am Contact Information:		
	a <u>m</u> Contact Information:		
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No

> Experience managing public funds/grants: Yes No

Explain (2,000 character limit):

- Expe	Yes	No
Explain (2	2,000 character limit	

FUNDING PRIORITIES

Please identify which neighborhood funding priority this proposal addresses:

Need for Safe Affordable Housing Choice

Multi Family Housing

Need to provide for basic and special needs

Child Care Facilities

Homelessness Facilities

Senior Services Facilities

Behavioral Health and Victim Services Facilities

Need for community development, infrastructure and economic opportunities

PROPOSAL SCOPE	
➤ The objectives of this proposal are (2,000 character limit):	

> Problem Statement (4,500 character limit):

>	Successful execution of this proposal will be measured by (2,000 character limit):

Performance Measures (250 Character limit)	Target/Goal

Included in Project Scope (250 character limit)	Not Included in Project Scope (250 character limit)
1.	1.
2.	2.
3.	3.

Proposal Milestones	Target/Goal
Project Bidding	
Contractor Selection	
Begin Construction	
End Construction	
Project Closeout	

Current Assumptions (250 character limit)	Known Constraints (250 character limit)
1.	1.
2.	2.
3.	3.

Stakeholder Name (200 character limit)	Stakeholder Title (200 character limit)	Date of Approval

>	Describe how this proposal will track and record basic demographic and income reporting requirements (2,500 character limit):				

PROPOSAL BUDGET

*Proposals must have a <u>minimum 10% matching funds/leverage committed</u> at the time of application. For example; if a proposal was requesting \$100,000, the proposal would have a minimum of \$10,000 in matching funds/leverage committed with supporting documentation.

Project Activity	CDBG Funds (request)	*Matching Funds/Leverage	Total
Capital Improvements			
Public Facilities			
Demolition			
Acquisition			
Total Project Activity			

**Professional Services	CDBG Funds (request)	*Matching Funds/Leverage	Total
Architectural			
Engineering			
Legal			
Accounting			
Construction			
Management			
Other:			
Total Professional			
Services			
Total Project Budget			
(Project Activity +			
Professional Services)			

^{**}Professional services are subject to federal procurement standards 2 CFR 200 (Subpart D)

ATTACHMENTS

Completed Pre-award Applicant Risk Assessment
Articles of Incorporation/Bylaws
Federal Tax Form 990
Evidence of Site Control (rehab or new construction)
Current Board of Directors listing (include affiliations with other agencies or organizations)
Organization Policies and Procedures
Matching Funds/Leverage Letter(s)



2020 Community Development Block Grant (CDBG)

Perpetual Housing, Acquisition & Capital Improvements



Application **Due**: 2nd Friday of each month @ 5:00 PM

APPLICANT INFORMATION

> Agency Name: Proclaim Liberty, a non-profit

> Proposal Name: Proclaim Liberty Early Learning Facility & Affordable Housing Site Work

> Date: 12/13/219

Funds Requested	\$ 1,200,000*
Funds Leveraged	\$ 1,000,000
Total Project budget	\$ 2,200,000

> Organization <u>Leadership</u> Contact Information

Contact Person: Brian Grow, Board President OR Shannon Meagher, Owner's Representative

➤ Mailing Address: 601 W Main Ave Ste 400, Spokane WA 99201

> Telephone: 509-747-1058 OR 509-755-7577

> Email: BrianG@spokaneFPC.org OR ShannonM@kiemlehagood.com

> Organization *Program* Contact Information:

Contact Person: Shannon Meagher, Kiemle Hagood, Owner's Representative

➤ Mailing Address: 601 W Main, Ste 400 Spokane, WA 99201

> Telephone: 509-755-7577

> Email:shannonm@kiemlehagood.com

> TIN/EIN #: 23-7227770 > DUNS #: 128652828

➤ Organization fiscal year: 6/30

> System for Award Management (SAM) Registration: Yes No Expiration Date: 1/29/20

>	Experience managing public funds/grants:	X	Yes	No
	plain (2,000 character limit):		•	

Proclaim Liberty is a 501©(3) established nearly 50 years ago to provide affordable housing. Liberty Park apartments were built in 1971; a multifamily housing complex of 48 family units with Section 8 project based subsidy.

The complex was built under a federally insured mortgage program and has had federal project based housing assistance (administered by the US Department of Housing and Urban Development) ever since.

Proclaim Liberty has also used City of Spokane HOME and CDBG funds, Spokane County 2060 funds, and Washington State Housing Finance Commission STEP Bond proceeds. In 2014, after the property had paid off their 35 year original mortgage, they realized they needed to make capital improvements for systems that had exceeded their expected useful life. In 2015 they began the first phase of improvements, focused on the building envelope (roof, windows, doors and siding), site work and upgraded electrical service. The funding for that phase was STEP Bond, HOME and County 2060 funds.

With the conclusion of the exterior renovations, the Board began a process of re-visioning with their partner service non-profit, the Liberty Park Community Development Center (LPCDC). They developed a campus plan for adding additional housing and a new Early Learning Center (frequently referred to by the funding source - ECEAP or Early Childhood Educational Assistance Program) after renovating the unit interiors.

In 2018, Proclaim Liberty used City of Spokane CDBG funds to acquire the parcels on either side of the existing apartment complex. In this last Washington legislative session, the non-profit was awarded \$1,000,000 towards the development of the new ECEAP in conjunction with affordable housing.

Most recently, Proclaim Liberty refinanced the Liberty Park Apartments with an FHA insured mortgage, repaying the STEP Bond, the County 2060 funds and the City HOME funds in order to complete the planned interior renovations. The FHA-insured 223(f) mortgage involves a 12-month construction process administered by HUD and the lender. This loan closed in September of 2019 and construction is underway.

\triangleright	 Experience managing projects that include procurement and prevailing wage requirements 				
		X	Yes		No
Ехр	lain [']	(2,0	, 00 character lim		

Proclaim Liberty operates federally subsidized family housing – a highly regulated undertaking with complex oversight. We have an all-volunteer board of dedicated individuals that chooses its professional associations with care, ensuring that our partners have the necessary expertise to carry out the Board's directives under Board oversight.

Our development consultant, Kiemle Hagood has extensive experience with administering federal funds with their complex requirements for prevailing wages and procurement: including CDBG, HOME, Washington State Department of Commerce funding, Low Income Housing Tax Credit equity and related bond financing, FHA-insured mortgages, Lead Hazard Control Grants, and others. Regulatory and programmatic compliance are ingrained throughout all aspects of their development, project management and operational undertakings. Davis Bacon and State prevailing wages are of course included in this repertoire. Our existing apartment complex has a full set of policies and procedures which address procurement and board oversight. We have a 3rd party auditor who performs annual audits. These are shared with HUD and any other funders who require it.

For construction requiring prevailing wages, we select only those contractors who are fully familiar with implementing the requirements.

The initial \$1,000,000 funding source for this project is a direct appropriation from the last session of the Washington State legislature. This direct capital appropriation is a Commerce Early Learning Facilities Award, and for our Early Learning Center, commercial prevailing wages apply to these funds. Our entire development team has been aware of this requirement since the inception of the plan. Our contractor for this project is TW Clark, and our 100% drawings are currently out to bid to subcontractors with both Commerce and CDBG regulatory and contractual requirements.

FUNDING PRIORITIES

Please	Please identify which neighborhood funding priority this proposal addresses:				
X	Need for Safe Affordable Housing Choice				
	X	Multi Family Housing			
X	Need to	provide for basic and special needs			
	X	Child Care Facilities			
		Homelessness Facilities			
		Senior Services Facilities			
		Behavioral Health and Victim Services Facilities			
	Need fo	or community development, infrastructure and economic opportunities			

PROPOSAL SCOPE

> The objectives of this proposal are (2,000 character limit):

The primary objective of this proposal is to complete the funding to begin construction of Proclaim Liberty's new Early Leaning Center so that the <u>expanded</u> ECEAP will serve students in the 2020-2021 school year. More specifically, our objectives are to:

 Complete construction of the new and expanded ECEAP facility (See Attachment 1 – 100% complete plans) in order to serve students during the 2020-2021 school year. Short-term contingency plans have been made in the event the new ECEAP facility has not completed the required 90 day State inspection timeframe prior to the beginning of the new school year.

The LPCDC currently serves 40 part time students in 1 classroom in the Liberty Park Apartments community building. The new facility will serve 20 full-time students PLUS the 40 part-time students in a new 2-classroom facility. The need for more full-time ECEAP slots for Spokane's low income residents is extreme. In addition to providing early learning for Spokane's pre-K low income children, the wrap around services to their families helps ensure generational success, especially when done in conjunction with affordable housing.

- 2. Complete sufficient site work on the surrounding apartment parcel to ensure that
 - a. Minimal re-work around the ECEAP will be required, and to
 - b. Reduce the future cost of the apartments by doing some preliminary apartment site work in conjunction with the ECEAP site work. (See Attachment 2 Proposed Site Plan). Proposed work includes preliminary grading, utilities brought in including power, water, sewer and storm drainage.

Our plans on this challenging site were made to <u>both</u> maximize the number of apartment units as well as optimally site the ECEAP for the entire community. *This requires that the bulk of the site work be done for both the ECEAP and housing at the same time.*

- 3. Complete the required off-site work for the ECEAP (and the apartments).
- 4. Complete the construction of this ECEAP facility with minimal performing debt so that it will at least be operationally self-sustaining. Please note: the funds for the necessary site work for the planned apartments could be considered a discrete, predevelopment loan and be repaid with the construction financing.

Problem Statement (4,500 character limit):

Proclaim Liberty is creating a financially sustainable, expanded campus of housing and necessary services for this immediate community plus the larger community, to include fully renovated family housing, new mixed-income family housing, a new 2-classroom ECEAP facility, and a renovated complex community center. (See Attachment 3 – ECEAP Presentation 5.23.19)

As a Board, we have entered a stage of re-growth and reinvigorated desire and commitment to provide necessary housing and services within our community. We recognize an incredible need for new housing in our community where profit is not the only motive of the owner; where families can afford to live; where children are safe and have an opportunity to learn. We are excited about and committed to creating our expanded campus!

In 2014 - 2016 we completed the first phase of renovating our 40+ year old subsidized family complex. Funding options were limited, but we completed all our exterior building envelopes, electric service and unit sub-metering and most site work. (See Attachment 4 – LP Apts Phase 1)

In 2017 we began working with the Liberty Park Community Development Center (LPCDC – the provider of services in our complex community center) to better align our missions.

In 2018 we acquired neighboring parcels with City CDBG funds to build new additional housing with a minimum of 51% of the units being affordable to those at or below 80% of AMI. We also began working on Campus Programming activities with ZBA Architecture (Programming minutes provided in 2018 CDBG). In late June of 2018, the Department of Commerce published an inaugural capital grant opportunity to new ECEAP facilities. We applied to both Commerce and for City CDBG funds and continued our planning. We were not funded by Commerce, which of course impacted our CDBG application.

We felt so strongly about our vision, that with 100% plans and specs in hand, we pursued a direct capital appropriation. Just prior to the end of the session, we were informed that we had received \$1,000,000 in capital grant funds by direct appropriation. In the meantime, we continued on our planned refinance of our existing units. We closed on that refinance in September, 2019 and have begun the year-long interior renovation process. (See Attachment 5 LP Apts Phase 2).

We have also completed the Boundary Line Adjustment for our parcels to the east (See attachment 6 BLA Site plan). Our 100% permit-ready plans and specifications are currently in the final stages of plan review at the City and have already passed preliminary review by the State Fire Marshall for ECEAP. Our contractor currently has the project out to bid to subcontractors.

Of note, our intention on this east side site is to both maximize the number of new housing units while optimizing the ECEAP location for community use on this very challenging site (we have solid basalt and a substantial cliff). By maximizing the use of this site, the site work for the ECEAP and the apartments became inexorably linked – it is nearly impossible to just complete the ECEAP without doing the apartment site work as well. (For instance, the ECEAP did not need to be built on the solid knob of basalt or require a circular drive, but the apartments require that drive aisle for the fire department and optimizing the site for the maximum number of units required using the solid basalt "knob"). We can, however, determine our costs by use. So our total request is for \$1,200,000 – of which\$744,150 is for the ECEAP and the remaining \$455,850 is for the apartment site work.

We are planning a total of 65 +/- new units of housing, on both this east side parcel and the west side parcel. We are continuing to work with partners such as Family Promise to set aside units for their families in this new housing. Our preliminary discussions with our lender have been very positive and we plan on completing plans and specifications in 2020 and beginning construction in early 2021. Upon the closing of the financing (planned for an FHA insured 221(d)4 loan), it is our intention that the apartment predevelopment funding (\$455,850) be paid off and returned to the City.

Successful execution of this proposal will be measured by (2,000 character limit):

While this is a complex project within a complex campus development plan with many moving parts (See Attachment 3 – ECEAP Presentation 5.23.19), the objectives and performance measures for this CDBG proposal are fairly simple:

- 1. Build the new ECEAP so that students can be in the new classrooms early in the 2020-2021 school year. (See Attachment 1 100% drawings that are currently out to bid to subcontractors).
- 2. While doing that, complete off-site work for the ECEAP and
- 3. Complete preliminary sitework for the apartment complex to be built in 2021.

Our intention on this east side site is to both maximize the number of new housing units while optimizing the ECEAP location for community use on this very challenging site (the site rises steeply from Hartson Ave to the North and is solid basalt, and then it falls off suddenly in a substantial cliff). Please see **Attachments 8 Draft Survey, 2 Site Plan, AND 7 East Side Parcel topography.**

By maximizing the use of this site, the site work for the ECEAP and the apartments became inexorably linked – it is nearly impossible to just complete the ECEAP without doing the apartment site work as well. (For instance, the ECEAP did not need to be built on the solid knob of basalt or require a circular drive, but the apartments require that drive aisle for the fire department and optimizing the site for the maximum number of units required using the solid basalt "knob").

Performance Measures (250 Character limit)	Target/Goal
ECEAP licensure and occupancy in new facility with 2 classrooms	10/1/2020
Apartment housing project poised for 2021 construction with water, sewer, stormwater and power to a site with preliminary grading.	No substantial site re- work when construction begins in 2021
Low to no debt on the ECEAP facility, allowing for self-sustainability	repayment of CDBG ECEAP funds based on cashflow

Included in Project Scope (250 character limit)	<u>Not</u> Included in Project Scope (250 character limit)
1. Funds to complete the full development and construction of the new ECEAP. CDBG funds will be used in conjunction with the already secured \$1M from the State.	1. Any supportive service funding
2. Funds to complete initial on and off-site improvements for the apartments.	2.Any apartment new construction
3.	3.

Proposal Milestones	Target/Goal
Project Bidding – Currently Underway	1/14/2020
Contractor Selection - completed	Completed
Begin Construction (can begin as early as 1/17/2020 if funding is approved).	2/1/2020
End Construction	9/1/2020
Project Closeout	10/1/2020

Current Assumptions (250 character limit) 1. Project Costs include extensive civil engineering estimates based on challenging site.	Known Constraints (250 character limit) 1. Actual bids as well as unforeseen site conditions encountered could change the development costs.
2. The preliminary apartment site work and the ECEAP are fully planned and specified. The planned apartments on this site are placeholders only.	2. The site challenges could result in fewer planned apartment units on this E side parcel, but this parcel's planned housing will be developed with the W side parcel as well. We will still be able to provide new housing even with site constraints.
3.	3.

Stakeholder Name (200 character limit)	Stakeholder Title (200 character limit)	Date of Approval
Mark Killian	Board President LPCDC	7/12/2018
Ivy Chetverikov	ECEAP Director LPCDC	7/12/2018
Mindy Flett	CCS Child Care Licensor	Consulted throughout process
Brian Grow	Board President Proclaim Liberty	7/12/2018

> Describe how this proposal will track and record basic demographic and income reporting requirements (2,500 character limit):

ECEAP facilities are licensed and contracted through Spokane Community College (they are responsible for over 30 facilities in the Spokane area). They provide services to preschool children (3-4 years old) in families at 110% of poverty. They are required to verify family income in order to meet federal guidelines. While federal poverty guidelines are different from CDBG-related percentages of AMI, when compared, poverty levels below a family size of 7 are all below 50% of AMI. All other basic federal demographics are also collected.

The apartments to ultimately be built on-site will be affordable to at least 51% of those at or below 80% of AMI, although the Board is planning on digging deeper.

PROPOSAL BUDGET

*Proposals must have a <u>minimum 10% matching funds/leverage committed</u> at the time of application. For example; if a proposal was requesting \$100,000, the proposal would have a minimum of \$10,000 in matching funds/leverage committed with supporting documentation.

Project Activity	CDBG Funds (request)	*Matching Funds/Leverage	Total
Capital Improvements	\$1,084,158	\$ 836,500	\$ 1,920,658
Public Facilities			\$ 0.00
Demolition			\$ 0.00
Acquisition			\$ 0.00
Total Project Activity	\$1,084,158	\$ 836,500	\$ 1,920,658

**Professional Services	CDBG Funds (request)	*Matching Funds/Leverage	Total
Architectural	\$ 55,364	\$ 68,500	\$ 123,864
Engineering	\$ 10,478		\$ 10,478
Legal			\$ 0.00
Accounting			\$ 0.00
Construction Management			\$ 0.00
Other: Development Consultant	\$ 50,000	\$ 95,000	\$ 145,000
Total Professional Services	\$ 115,842	\$ 163,500	\$ 279,342
Total Project Budget (Project Activity + Professional Services)	\$ 1,200,000	\$ 1,000,000	\$ 2,200,000

^{**}Professional services are subject to federal procurement standards 2 CFR 200 (Subpart D)

ATTACHMENTS

X	Completed Pre-award Applicant Risk Assessment
	Articles of Incorporation/Bylaws (provided in 2018)
X	Federal Tax Form 990
	Evidence of Site Control (rehab or new construction) (provided in 2018)
X	Current Board of Directors listing (updated include affiliations with other agencies or organizations)
X	Organization Policies and Procedures (updated 2019 –see Risk Assessment Attachments)
X	Matching Funds/Leverage Letter(s) (ECEAP Capital Budget Confirmation Letter 6.20.19)

Community, Housing and Human Services Board **Consolidated Plan Update**

February 5, 2020

SUBJECT: Staff progress on the 2020 – 2024 Consolidated Plan

BACKGROUND: Every five years the City of Spokane submits a Consolidated Plan to HUD. The Consolidated Plan requires an update to the Analysis of Impediments to Fair Housing Choice (AI) as a local tool for addressing community need. CHHS is presenting a copy of the draft AI at the December 4th CHHS Board meeting to initiate public review and comment. Staff have also been working on sections of the Consolidated Plan in HUD's IDIS reporting portal.

The following actions have been taken to collect citizen participation & feedback (ES-05) related to the Consolidated Plan:

- Consultation with City of Spokane Planning Department
- Consultation with Spokane City Council and Administration
- Consultation with Service Providers
- Consultation with Financial Institutions and Housing Developers
- Consultation with Neighborhood Councils
- Community (partner agencies and citizens) Consultation RE: 5-Year NOFA Priorities
- Consultation with CHHS Board and Respective Committees
- Consultation with Northwest Fair Housing Alliance RE: Analysis of Impediments to Fair Housing Choice
- Alignment with City of Spokane Comprehensive Plan
- Alignment with Spokane CoC Plan to Prevent and End Homelessness

The following objective and outcomes have been identified for inclusion in the Consolidated Plan:

Food Security

- Increase coordination and communication between food programs
- Increase capacity of providers to build infrastructure and collaborative ventures around food programs
- Reduce and remove access barriers to food programs

Workforce Development

- Expand capacity and diversity of supported employment programs
- Expand paid work experiences/on-the-job training opportunities
- Formalize connections and referral pipelines between workforce programs and other services systems such as housing, mental health, and childcare)

Housing Stability

- Expand affordable housing options
- Increase co-location of coordinated entry services, behavioral health services, and substance abuse/detox services at shelters
- Enhance and expand diversion and prevention programs, including outreach and education services

Community Services

- Expand childcare services
- Offer evening and weekend supportive services
- Increase access to transportation services
- Integrate behavioral health and victim services

Staff will continue working on the Consolidated Plan with the goal of having a draft version ready for public review and comment during the April CHHS Board Meeting.

The list below outlines primary sections of the Consolidated Plan

Primary Section	Code & Description			
	AD-25: Administration			
Setup	AD-50: Verify Grantee/PJ Information in IDIS			
	AD-55: Verify Grantee/PJ – Program Contacts			
Executive Summary	ES-05: Executive Summary			
	PR-05: Lead & Responsible Agencies			
The Process	PR-10: Consultation			
	PR-15: Citizen Participation			
	NA-05: Overview			
	NA-10: Housing Needs Assessment			
	NA-15: Disproportionately Greater Need: Housing Problems			
	NA-20: Disproportionately Greater Need: Severe Housing Problems			
Needs Assessment	NA-25: Disproportionately Greater Need: Housing Cost Burdens			
Needs Assessment	NA-30: Disproportionately Greater Need: Discussion			
	NA-35: Public Housing			
	NA-40: Homeless Needs Assessment			
	NA-45: Non-Homeless Special Needs Assessment			
	NA-50: Non-Housing Community Development Needs			
	MA-05: Overview			
	MA-10: Number of Housing Units			
	MA-15: Cost of Housing			
	MA-20: Condition of Housing			
Market Analysis	MA-30: Homeless Facilities			
	MA-35: Special Needs Facilities & Services			
	MA-40: Barriers to Affordable Housing			
	MA-45: Non-Housing Community Development Assets			
	MA-50: Needs & Market Analysis Discussion			

Primary Section	Code & Description
	SP-05: Overview
	SP-10: Geographic Priorities
	SP-25: Priority Needs
	SP-30: Influence of Market Conditions
	SP-35: Anticipated Resources
	SP-40: Institutional Delivery Structure
Strategic Plan	SP-45: Goals
	SP-50: Public Housing Accessibility and Involvement
	SP-55: Barriers to affordable housing
	SP-60: Homelessness Strategy
	SP-65: Lead based paint Hazards
	SP-70: Anti-Poverty Strategy
	SP-80: Monitoring
	AP-15: Expected Resources
	AP-20: Annual Goals & Objectives
	AP-35: Projects
	AP-50: Geographic Distribution
Annual Action Plan	AP-55: Affordable Housing
Allitudi Action Fidii	AP-60: Public Housing
	AP-65: Homeless and Other Special Needs Activities
	AP-75: Barriers to affordable housing
	AP-85: Other Actions
	AP-90: Program Specific Requirements

Potential areas for CHHS Board assistance:

- NA-15: Disproportionately Greater Need: Housing Problems
- NA-20: Disproportionately Greater Need: Severe Housing Problems
- NA-25: Disproportionately Greater Need: Housing Cost Burdens

TIMELINE: CHHS must submit the 2020 – 2024 Consolidated Plan no later than August 16, 2020.

- First draft will be presented at the May 2020 CHHS Board Meeting
- Final draft will be presented at the July/August 2020 CHHS Board Meeting

IMPACT: No impact at this time

ACTION: None required, this briefing paper is for informational purposes only. CHHS Board members wishing to participate in the data analysis are encouraged to reach out to George Dahl at gdahl@spokanecity.org for more information.

RESOURCES:

Consolidated Plan in IDIS Desk Guide

https://files.hudexchange.info/resources/documents/eCon-Planning-Suite-Desk-Guide-IDIS-Conplan-Action-Plan-Caper-Per.pdf

Consolidated Plan

https://www.hudexchange.info/programs/consolidated-plan/

Community, Housing and Human Services Board **Neighborhood Community Development Program (NCDP)**

Wednesday, February 5, 2020

SUBJECT: Neighborhood Community Development Program 2020 application process

BACKGROUND: The Community, Housing, and Human Services Department (CHHS) allocates approximately \$400,000 (CDBG) to support community development programing that directly benefit low and moderate individuals and households. Neighborhood Councils are encouraged to coordinate and identify priority community based projects. Funding through this program is restricted to projects and activities related to a construction type activity. This program does not fund general operation type expenses.

For more information on the NCDP, please visit the following web page: https://my.spokanecity.org/chhs/fundingopportunities/neighborhood/

TIMELINE:

Monday	December 30, 2019	Neighborhood application period Begins
Monday	January 13, 2020	Neighborhood application technical assistance Workshop #1
		8:30 – 9:30 AM City Council Briefing Center
Tuesday	January 14, 2020	Neighborhood application technical assistance Workshop #2
		• 11:30 – 12:30 PM City Council Briefing Center
Wednesday	January 15, 2020	Neighborhood application technical assistance Workshop #3
		• 5:30 – 6:30 PM City Council Briefing Center
Friday	April 3, 2020	Neighborhood application period Ends
		 Application <u>DUE to CHHS by 5:00 PM</u>
		 Please submit <u>electronic copies</u> to <u>gdahl@spokanecity.org</u>
		 Printed hard copies will not be accepted
		 Late/incomplete applications will not be considered for
		funding

IMPACT: CHHS has been working with neighborhood councils to help identify projects/activities that will directly benefit low and moderate income individuals. CHHS will not accept neighborhood applications that do not meet minimum eligibility thresholds.

ACTION: None, update only.

Community, Housing and Human Services Board Analysis of Impediments to Fair Housing Choice (AI): Public Comment Summary Wednesday, February 5, 2020

SUBJECT: Summary of public comments received by CHHS between December 4, 2019 and January 24, 2020.

BACKGROUND: The City of Spokane contracted with the Northwest Fair Housing Alliance during 2019 to prepare the 2020 Analysis of Impediment to Fair Housing Choice (AI) update. The previous AI was last updated in 2014 to align with the 2015 – 2020 Consolidated Plan.

The CHHS Board hosted a Public Hearing during their December 4, 2019 meeting to present the updated 2020 AI. Staff from the Northwest Fair Housing Alliance joined CHHS staff to present findings from the draft AI and open a 30+ day public comment period. During the Public Hearing a representative from the Tenants Union of Washington State spoke in support of the draft AI.

The draft AI identified the following impediments to fair housing:

Impediment 1: Fair housing complaints based on disability discrimination are filed with administrative enforcement agencies at a significantly greater rate than any other protected class.

Impediment 2: People with disabilities have need for assistance requesting and advocating for reasonable accommodations.

Impediment 3: People of color and people with disabilities are more likely to be tenants than home owners, and therefore at greater risk of housing instability and homelessness due to market forces (e.g., low vacancy rates, rising rents, and high cost of application and screening fees), and 20 day no cause tenancy termination.

Impediment 4: Source of income discrimination and housing provider refusal to accept housing subsidies limits housing choice for people with disabilities who rely on non-employment income such as SSI and SSDI, people with disabilities and people of color who are disproportionately represented in the section 8 voucher program, and veterans with disabilities who receive VASH vouchers.

Impediment 5: Overly broad criminal history screening policies limit access to housing for many rental applicants, and have a disparate impact on people color, who are statistically overrepresented among those who are criminal justice system involved.

Impediment 6: People of color are overly represented in the homelessness population compared to their percentages in the overall Spokane population.

Impediment 7: Multi-family housing continues to be built out of compliance with the Fair Housing Act's design and construction accessibility requirements

Impediment 8: Single-family and low-density zoning limits the building of multi-family rental housing to areas of the city where people of color and those with disabilities, most often renters, are already concentrated, and limits opportunity to move to neighborhoods with the highest percentages of white residents, thereby serving to reinforce historic patterns of segregation.

Impediment 9: There are insufficient vacant affordable rental units in multi-family housing communities, which limits housing choice for renters, including people with disabilities and people of color who are more often renters than homeowners.

Impediment 10: People with limited English proficiency need fair housing information provided in Spanish, Russian, Marshallese, Vietnamese and Arabic.

CHHS received public comment from seven individuals between December 4th and January 24th. The following summaries are provided in verbatim for reference. Staff has removed names from this briefing paper and replaced with commenter 1-7 (provided in order they were received from earliest to latest).

Commenter 1: I am writing to ask that the Analysis of Impediments to Fair Housing be adopted without change. Impediment #3 identifies the lack of tenant protections in Spokane because of the disproportional number of people with disabilities and people of color who live in rental housing and most likely to be lifelong renters. Rental housing lacks the stability and security of home ownership and puts members of these protected classes at greater risk of losing their homes. The one protection that will have the most impact is to end no cause notices to terminate by requiring landlords state a specific cause before they can evict. This is unjust and is rapidly increasing our homeless population. Tenants need rights and protections from greed-motivated evictions (rent hiking).

Commenter 2: Hi, I would like to send in a comment regarding the attached draft report, and I believe it should be adopted without change. I have found in my experience that Impediment #3 is a major concern in Spokane and could be resolved fairly easily with basic tenant protections. Thank you for the work in drafting this report!

Commenter 3: To Whom It May Concern: I have been a renter most of my adult life, having not the luxury of privilege that many wealthy landlords and developers are often born into. As a renter, I have experienced awful treatment from different landlords, including negligent practices regarding necessary maintenance (like mold in walls, leaking roofs and damaged ceilings, etc.,) vis-à-vis yearly rent hikes that serve nothing but their own personal holiday bonuses. Meanwhile, those at the bottom of our stratified class system are repeatedly alienated from their communities as landlords push them aside in search of higher rents. The humiliation that coincides with the standard of living that the very poorest are forced to accept should be enough for the rest of us to feel empathy. Yet, landlords acting together as a class continue to ignore the disparity in quality of life, instead casting further judgment on those less fortunate, which in turn results in greater humiliation, greater alienation. Furthermore, these very landlords condemn the souls on the lowest rung of the latter, those that have often tried their best, those that started life under the same circumstances as most of us. They strip them of their status, as meager as that may be, and condemn them to a life with no personal property, no security, no warmth, homeless, and hopeless. Startling as that may be, landlords do it nonetheless. They act as god- they are the judge, they are the jury, they are the executioner. Few other entities have the power that landlords are given by 'right of private property,' and yet, instead of using that power to gird their fellow brothers and sisters, they abuse that power, in turn abusing their fellow brethren.

I believe it is imperative that Spokane adopt the AI resolutions as is. It is our duty to stand up to landlords' cruel whims and protect those who deserve protecting. To those of you who have homes, who will never have to face the uncertainty of where you will be a month from now, a feeling that doesn't just creep up at night, hen alone with your thoughts, but lurks omnisciently - a fear that hides behind every smile, a fear that prioritizes rent over dinner, a fear of uncertainty that never goes away. I implore you, do not pity the contemptuous cries of landlords, but instead pity their victims, and vote to adopt the AI as is.

Commenter 4: To Whom it May Concern, I write to ask that the Analysis of Impediments to Fair Housing be adopted as is by the City Council. In particular, impediment number three in the report shows the urgent need for tenant protections to protect vulnerable citizens. Thank you for your time.

Commenter 5: Just cause eviction; Rent rates comparable wages earned by our citizens; Rental assistance that stops fixed income people from being evicted

Commenter 6: Spokane City Council Members: I am a Registered Nurse who works for Providence Visiting Nurse Association. I make house calls all over Spokane County to provide health care to homebound clients who are mostly elderly and/or disabled. I see the impact of poverty on their lives and the conditions in which they live. These people are lifelong renters. I am very concerned about the fact that Spokane landlords can evict these people without cause. They have no reserves or resiliency to bounce back from this.

I have reviewed the draft report of the Analysis of Impediments to Fair Housing. I wholeheartedly agree to the recommendations listed for Impediment #3. This protection is what is needed to prevent vulnerable people with no reserves or resiliency from being evicted without just cause.

I strongly implore the Council to adopt the recommendations listed in the Analysis of Impediments to Fair Housing Draft Report.

Commenter 7: I am an Associate Professor in the Geography, Anthropology, and Planning Department at Eastern Washington University, and a citizen of Spokane. Much of my research pertains to urban-related inequalities and the driving forces that perpetuate such inequalities today. I endorse the Analysis of Impediments to Fair Housing Choice report. These are indeed very real and well verified problems.

Particularly related to the policy suggestions concerning Impediment 3, the response from landlords will be predictable, based on the case of Portland and other cities that have passed similar tenant's rights legislation (rent control, no-cause evictions, landlords paying moving expenses, etc.). First, landlords will argue that such legislation would hurt landlords by making it more difficult to evict problematic tenants. As the case of Portland exhibits, such legislation does not need to inhibit landlords from being able to evict tenants who violate the terms of the lease.

Second, landlords will likely also complain that they should not be penalized for the "sins of the market," that the legislation doesn't actually address the underlying issue being lack of affordable housing, and it would ultimately reduce the supply of housing on the market and drive up rents further (by encouraging landlords to sell their properties, etc.). If this is true, then, indeed, we should also target the conditions that would make this a reality, conditions in which landlords are inseparably connected. There's a reason that rents and housing prices have been rising significantly in recent years, and it has a lot to do with the collective drive among landowners to maintain acceptable profit margins. What is the market if not the aggregate sum of landowner actions? It is true that these regulatory proposals do not target the underlying issues, but I highly doubt most landlords would fully embrace any legislation that did, as that would indict the very institution of private property itself. Lack of affordable housing is the result of a privatized housing market driven by profit (which is antithetical to the production of affordable housing), and the systematic depletion in recent decades of government capacity to procure sufficient supplies of affordable/subsidized housing.

We routinely complain about and malign the homeless, but we also do not seem to tolerate supporting the cost of any regulatory proposals that might do anything to offer relief, let alone actually target the underlying issues. Why is this? In my assessment, this is the largest impediment to fair housing, the uphill battle in garnering support, especially in the context of Impediment 3. The reason people are typically reluctant to support such additional costs, indeed why government capacity has eroded in recent decades, stem from widespread misconceptions about the causes of homelessness (and poverty in general): that the drivers of homelessness are self-inflicted, that people are either choosing it, or it's the outcome of bad life decisions (i.e., substance abuse), or untreated mental illness. Thus, why should we sacrifice anything to protect people who don't deserve to be protected?

This is, in short, false, the conclusions one is likely to arrive at based on a superficial understanding of this phenomenon. A humongous, centuries-long scholarly literature that spans many disciplines (e.g., social work, sociology, anthropology, geography, planning), many decades (even centuries) overwhelmingly verifies this. The truth is that, today, homelessness is the outcome of both labor and housing market dynamics. We live in an economy where there can never be enough jobs for the number of people looking for jobs. This fundamental condition is what provides employers the leverage over workers in terms of maintaining wage levels supportive of acceptable profit margins. Otherwise labor shortages arise

and crisis follows. We know this. In short, Capitalism not only produces unemployment, but necessitates that some proportion of the population is unemployed. And if there is little political will to ensure that those most vulnerable to becoming homeless are housed (i.e., those without family and/or friends capable of housing them when they lose their jobs and/or cannot afford existing rents), then some degree of homelessness is inevitable despite questions of individual character.

If it was just bad decisions and/or mental illness that explains this phenomenon, then why are there so many more people who suffer from mental illness, addictions, and the consequences of poor decisions that are not homeless? Most people who suffer from these problems are not and, indeed, never become homeless. There are also just as many homeless people who are not suffering from mental illness or addictions, and haven't necessarily done anything themselves that led them to becoming homeless. The problem is that we don't typically see these people on the street, as they usually aren't "visibly" homeless. This reality is often further lost by way of misinterpretations of statistical data, exhibited by our very own newly elected mayor. Thus, if our understanding of the phenomenon is merely based on what we see, then it's as if all homeless people are either mentally ill and/or deserve their lot in life, the consequences of making bad decisions. In fact, homelessness is usually more of a cause, rather than consequence, of de-compensated mental illness and substance abuse. That the experience of being homeless drives people to substance abuse (as a means of coping) or makes it difficult to continue treating any pre-existing mental disorder should not be surprising. Shelter space is also woefully inadequate, and is often considered more dangerous than living on the streets.

In short, questions of individual character, mental illness, etc., explain nothing about the homelessness phenomenon. Poverty combined with enhanced vulnerability is the culprit, consequences of capitalist economies absent the regulatory systems required to prevent people from becoming homeless, as is the case in the United States today. It is not an accident that we have historically seen increases in homelessness in conjunction with rising housing prices and rents. The less affordable housing becomes only serves to make more people more vulnerable to facing the streets. Insofar as this myth continues to constitute our collective understanding of this phenomenon (including landlords and even public officials at times), then it will continue to hinder the successful passing of the kind of regulation being proposed here today.

When considering the implications of fully addressing the core issue, then landowners might realize that the legislation promoted here amounts to a small compromise in simply lessening the vulnerability of some people to living on the streets, a reality that is directly related to the pursuit of profit by both landowners and employers. Eliminating homelessness is indeed possible in the United States, as the experience of northern and western Europe proves, and should be a social goal in a country of such material abundance.

TIMELINE: Public Comment period was from December 4, 2019 (start) through January 24, 2020 (end).

IMPACT: CHHS will prioritize future activity funding that addresses the impediments to fair housing as listed in the 2020 Al.

ACTION: Vote to approve the draft 2020 Al as presented.

Community, Housing and Human Services Board **Neighborhood Community Development Program (NCDP)**

Wednesday, February 5, 2020

SUBJECT: Neighborhood Community Development Program 2020 application process

BACKGROUND: The Community, Housing, and Human Services Department (CHHS) allocates approximately \$400,000 (CDBG) to support community development programing that directly benefit low and moderate individuals and households. Neighborhood Councils are encouraged to coordinate and identify priority community based projects. Funding through this program is restricted to projects and activities related to a construction type activity. This program does not fund general operation type expenses.

For more information on the NCDP, please visit the following web page: https://my.spokanecity.org/chhs/fundingopportunities/neighborhood/

TIMELINE:

Monday	December 30, 2019	Neighborhood application period Begins
Monday	January 13, 2020	Neighborhood application technical assistance Workshop #1
		8:30 – 9:30 AM City Council Briefing Center
Tuesday	January 14, 2020	Neighborhood application technical assistance Workshop #2
		• 11:30 – 12:30 PM City Council Briefing Center
Wednesday	January 15, 2020	Neighborhood application technical assistance Workshop #3
		• 5:30 – 6:30 PM City Council Briefing Center
Friday	April 3, 2020	Neighborhood application period Ends
		 Application <u>DUE to CHHS by 5:00 PM</u>
		 Please submit <u>electronic copies</u> to <u>gdahl@spokanecity.org</u>
		 Printed hard copies will not be accepted
		 Late/incomplete applications will not be considered for
		funding

IMPACT: CHHS has been working with neighborhood councils to help identify projects/activities that will directly benefit low and moderate income individuals. CHHS will not accept neighborhood applications that do not meet minimum eligibility thresholds.

ACTION: None, update only.