

Finance & Administration Committee
Agenda for 1:15 p.m. Monday, March 20, 2023

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on March 20, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2495 384 1756; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA ATTACHED

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda - 20 March 2023

1 **Call to Order**

2 **Approval of Minutes**

3 **Discussion Items**

3.1 **Design Review Board Interview**

5 min

3.2 **Homelessness Financing Discussion**

30 min
Wilkerson, Betsy

3.3 **Housing Navigators ROW Contract**

Cerecedes, Jennifer

3.4 **February Investment Report**

15 min
Johnson, Christopher E.

3.5 **Quarterly Range Changes**

10 min
Quick, Jennifer

3.6 **Safe Open Spaces Ordinance**

10 min
Cathcart, Michael, Bingle, Jonathan

3.7 **Business Sustainability Resolution**

Davis, Candi L.

4 **Consent Items**

4.1 **SMC Accounting Department Name Change**

Wallace, Tonya

4.2 **Airport Sale of Parcel No. 25335.0206**

Boston, Matthew

4.3 **Airport Sale of Parcel No. 15365.1101**

4.4 **WATPA Grant Application**

McNab, Michael

5 **Executive Session**

6 **Adjournment**

7 **Next Meeting**

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1 - Call to Order

2 - Approval of Minutes

Approval of January 23, 2023, meeting minutes.

| For Decision

Attachments

[F_A Committee Minutes 23January_DRAFT.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
23 January, 2022

I. Called to Order: 1:17 PM PST

Recording of the meeting may be viewed by at <https://vimeo.com/792055590>

Attendance

Committee Members Present:

Council President Breean Beggs, Council President, CM Michael Cathcart (Acting Chair), CM Karen Stratton, CM Jonathan Bingle, CM Zack Zappone, CM Wilkerson is absent

Staff/Others Present:

Hannahlee Allers, Chris Johnson, Laz Martinez, Jessica Stratton, Caleb Stanton, Michelle Murray, Matt Boston, Eric Finch, Mike Piccolo, Lynden Smithson, Kim McCollim, Jenn Cerecedes, Erin Haugen, Shae Blackwell, Jeff Gunn, Collin Tracy, Candy Davis, Nicolette Ocheltree, Giacobbe Byrd, Mark Carlos, Kelly Thomas, John Delay, Johnnie Perkins

Approval of Minutes:

- Action Taken
Council Member Bingle moved to approve, Council Member Stratton seconded. Agenda and minutes were approved unanimously.

Agenda Items

Discussion Items

1. Boards and Commissions Interviews – (10 mins)
 - No Action Taken, Interviews Only, Interviewees were not present
2. Quarterly Financial Report– Jessica Stratton - (10 mins)
 - No Action Taken, Presentation Only
3. SBO- Annual Encumbrance Carryover – Jessica Stratton (5 mins)
 - Action Taken
4. Ash St Reconversion/ WQTIF Funding Allocation – Spencer Gardner (10 minutes)
 - Action Taken
5. Quarterly Investment Report – Christopher Johnson (15 mins)
 - No Action Taken, Presentation Only
6. SREC Service Level Agreement – Lynden Smithson (15 mins)
 - Action taken

7. Dell Value Blanket – Laz Martinez – (10 minutes)
 - Action taken
8. SBO – Budget Process Updates – Matt Boston (10 mins)
 - Action taken
 - i. Council President Beggs, Council Members Wilkerson and Stratton agreed to sponsor this item to move forward for formal Council consideration.
9. Resolution – Appointing Patrick Striker as Director of Neighborhood Services – Johnnie Perkins (5 mins)
 - Action taken
10. Contract - CME and KSPS PEG Reimbursement Contracts – John Delay (2 mins)
 - No Action taken, Presentation Only, Moved from Consent Agenda
11. Small Business Assistance Awards – Michelle Murray, Caleb Stanton (5 mins)
 - No Action taken, Presentation Only, Moved from Consent Agenda
12. Down Payment Assistance Award – Michelle Murray, Caleb Stanton (5 mins)
 - a. No Action taken, Presentation Only, Moved from Consent Agenda
13. Not-for-Profit Assistance Awards – Michelle Murray, Caleb Stanton (5 mins)
 - a. No Action taken, Presentation Only, Moved from Consent Agenda

Consent Items

(Items 10 through 13 in the Discussion Section were previously on the Consent Agenda.)

1. SBO – CHHS Approving 2 positions to 2023 Budget
2. CHHS Department of Commerce ROW Initiative
3. Contract Renewal – RV Disposal
4. CHHS Acceptance of Formula Grants
5. Structured Nutanix Servers and Licensing
6. Interlocal with Spokane County for Jury Management Services
7. U Help Contract Renewal
8. Settlement Resolution
9. PMWeb Annual Software Maintenance & Support
10. 4100 – Purchase of Miscellaneous Waterworks Products
11. Employee Assistance Program (EAP)
12. Contract – Fire with EMS Connect
13. Contract Renewal – Federal Lobbyist
14. Warming Center Awards

Executive session None.

IV. Adjournment The meeting adjourned at 2:24 PM PST, next meeting will be on the 20th of March, 2023 at 1:15 PM PST

Prepared by: Mark Carlos, Assistant to CM Betsy Wilkerson (Committee Chair)

Approved by:

CM Betsy Wilkerson, District 2, Position 2
Finance & Administration Committee Chair

DRAFT

3 - Discussion Items

3.1

5 min

3.1 - Design Review Board Interview

Interview with Kris Hansen for the Community Assembly position on the Design Review Board. Kris' confirmation is scheduled for March 27, 2023.

| For Discussion

3.2

30 min

3.2 - Homelessness Financing Discussion

Wilkerson, Betsy

Council led discussion regarding homelessness funding options based on increased sheltering costs, with Q&A from key stakeholders.

| For Discussion

Attachments

[Homelessness Funding BP 3.20.23.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Betsy Wilkerson
Contact Email & Phone	bwilkerson@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 30
Agenda Item Name	Homelessness Funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Council discussion on the increased funding that is needed for homelessness obligations that were not budgeted for in 2023 budget.</p> <p>Discussion topics will focus on the reasoning behind the increased expense from 2023 adopted budget, availability of funding to get through 2023 expenditures, right sizing services provided based on expenditure appetite, administration recommendation, unrelated service impacts from reallocation of funds, and sustainable solutions.</p>
Proposed Council Action	Discussion
<p>Fiscal Impact</p> <p>Total Cost: <small>Click or tap here to enter text.</small></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Funding sources is the discussion topic</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Not applicable, as this is for discussion purposes.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Not applicable, as this is for discussion purposes.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Not applicable, as this is for discussion purposes.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Not applicable, as this is for discussion purposes.</p>	

3.3

3.3 - Housing Navigators ROW Contract

Cerecedes, Jennifer

Requesting permission to distribute \$506,625 of WA Dept of Commerce ROW funds to Housing Navigators

Attachments

[_Briefing Paper Template_ 3.20.23 Navigators.docx](#)

[HOUSING NAVIGATORS ROW 3.8.23 Full Contract.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes/ Kim McCollim
Contact Email & Phone	509-625-6055
Council Sponsor(s)	Wilkerson and Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	ROW Housing Navigators
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Commerce has provided \$506,625 to the Housing Navigators to;</p> <p>manage landlord outreach and engagement strategies, develop private market rental housing provider partnerships and relationships to quickly identify appropriate permanent housing vacancies, administer incentive fund payments that lower barriers to permanent housing accessibility, coordinate showings and inspections with homelessness service providers, coordinate and administer financial assistance with providers for essential needs and move-in costs, administer rental and utility assistance payments to landlords, and provide accurate data reporting to successfully and rapidly provide permanent housing units that accommodate the needs and preferences of approximately 30 unsheltered individuals who are certified as being displaced from the Washington State Department of Transportation's Right of Way, commonly referred to as Camp Hope.</p> <p>This is a reduction from the original contract as 150,000 will be pulled and go to Empire Health Foundation for supportive services. The City will not manage the Empire Health Foundation Contract.</p>
Proposed Council Action	Please approve disbursement of this funding
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This program will serve any homeless residents of Camp Hope who were initially assessed.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other	

existing disparities? Empire Health Foundation will be doing the case management and data entry into CMIS for this project.

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with the 5 year plan to end homelessness and the HUD consolidated plan.

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND Housing Navigators ("GRANTEE")
IN CONJUNCTION WITH WASHINGTON STATE DEPARTMENT OF COMMERCE**

1. Grantee Housing Navigators PO Box 10270 Spokane, WA 99209		2. Contract Amount \$506,625		3. Tax ID 86-2948222	
				4. UEI# Applied, waiting to receive number	
5. Grantee's Program Representative Daniel Klemme CEO PO Box 10270 Spokane, WA 99209 509.620.6913 daniel@housingnavigator.org			6. City's Program Representative Jenn Cerecedes 808 W Spokane Falls Blvd Spokane, WA 99201 509.625.6055 icerecedes@spokanecity.org		
7. Grantee's Contract Representative Daniel Klemme CEO PO Box 10270 Spokane, WA 99209 509.620.6913 daniel@housingnavigator.org			8. City's Contract Representative Jenn Cerecedes 808 W Spokane Falls Blvd Spokane, WA 99201 509.625.6055 icerecedes@spokanecity.org		
9. Grantee's Financial Representative Dane <GRANTEE FINANCIAL REP STREET ADDRESS> <GRANTEE FINANCIAL REP CITY ADDRESS> <GRANTEE FINANCIAL REP PHONE> <GRANTEE FINANCIAL REP EMAIL>			10. City of Spokane Internal Items Housing Navigators ROW		
11. Grantor Award # SLFRP0002		12. Start Date 3/1/2023		13. End Date 6/30/2023	
14. Federal Funds \$506,625		CFDA # N/A	Federal Agency N/A	Program Title HOUSING NAVIGATORS	
15. Total Federal Award \$2,213,854,677.95		16. Federal Award Date N/A		17. Research & Development? NO	
				18. Indirect Cost Rate 10%	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input checked="" type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title: HOUSING NAVIGATORS RIGHT OF WAY

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **HOUSING NAVIGATORS**, whose address is PO BOX 10270, SPOKANE, WA 99209 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through THE WASHINGTON STATE DEPARTMENT OF COMMERCE RIGHT OF WAY PROGRAM;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated FEBRUARY 20,2023. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin MARCH 1, 2023 and shall run through JUNE 30, 2023, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed FIVE HUNDRED AND SIX THOUSAND SIX HUNDRED AND TWENTY FIVE **DOLLARS (\$506,625)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES, as well as in accordance with the program performance requirements outlines in ATTACHMENT C- PERFORMANCE as applicable. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of

December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce

requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing using

Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. INDEMNIFICATION. The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes

liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

19. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status.
- b. Records documenting reasonable belief of imminent threat of harm.
- c. Records documenting annual income.
- d. Program participant records, housing standards and services provided.
- e. Conflict of interest and confidentiality requirements.
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided.

Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

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

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited

to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the city will comply with the Public Records Act and release the records.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment and Suspension
- Attachment B – Scope of Services
- Attachment C – Performance
- Attachment D – Program Regulations
- Attachment F – Amendment Request Form
- Attachment G- Housing Navigators Scope of Work

Attachment B: Scope of Service

A. ACTIVITIES

Manage landlord outreach and engagement strategies, develop private market rental housing provider partnerships to quickly identify appropriate permanent housing vacancies, administer incentive fund payments that lower barriers to permanent housing accessibility, coordinate showings and inspections with homelessness service providers, coordinate and administer financial assistance with providers for essential needs and move-in costs, administer rental and utility assistance payments to landlords and provider accurate data reporting to successfully and rapidly provide permanent housing units that accommodate the needs and preferences of approximately 30 unsheltered individuals who are certified as being displaced from the Washington State Department of Transportation's Right of Way, commonly referred to as Camp Home. Additional outcomes and requirements as described in the Housing Navigators Scope of Work (attachment G) and as approved by the Washington State Department of Commerce.

B. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. Budget

Category	Amount
Move-in kits and essential needs	\$ 34,745.00
Permanent Housing Support	\$ 364,560.00
Project Operations	\$ 57,480.00
Administration	\$ 49,840.00
Total	\$ 506,625.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

Attachment C Monthly Performance Report

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

Rapid Rehousing Services	Performance Target	March-23	April-23	May-23	June-23	TOTAL
Number of Households Enrolled	30 HH					
# of permanent housing units	30 Units					
Average #of days from unit enrollment to participant move in	30 Days					
# of persons remaining housed after 6 months	27					
# of persons remaining housed after 12 months	24					

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

City of Spokane OPR 2023-0083 AND CFR 200.

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

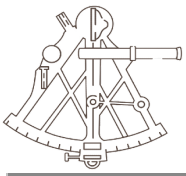
Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

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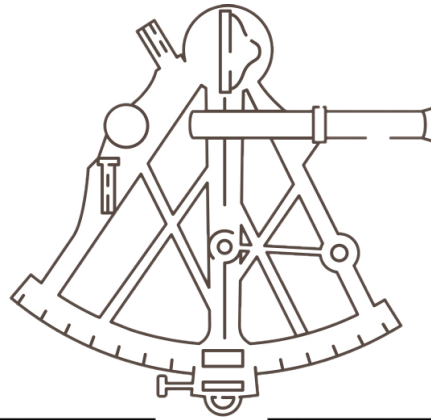


HOUSING

— NAVIGATOR —

Housing Navigator™, S.P.C., is a Social Purpose Corporation.

This Corp. is organized to carry out the above business in a manner intended to promote positive short-term or long-term effects of, or minimize adverse short-term or long term effects of assisting subsidized housing tenants using on site case and resource management services



HOUSING

— NAVIGATOR —

Affordable Housing Can Be

Profitable. Sustainable. Equitable. Achievable.

Executive Summary

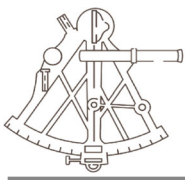
Housing Navigator, S.P.C. is a Social Purpose Corporation: We strive to intentionally benefit society by using evidence and impact data measurement in investment structures and designs, manage impact performance through stakeholder feedback, and contribute directly to the profitability and sustainability of current and future investments of the affordable housing industry.

Our social purpose is as follows:

“A specific social purpose of the Corporation is the provision of social services referrals, on site social services and case monitoring/management services in connection with property management of rental housing dedicated to low income and disabled tenants receiving, or eligible to receive, social services.”

Biggest Opportunities

- HN’s Social Purpose, mission, and Intellectual Property will inform strategies for beneficial community development through socially responsible partnerships and performance.
 - Creation and administration of government subsidies and incentives;
 - Coordinating case management with appropriate non-profit, government, and faith based organizations;
 - External benefits and sustainable impact to stakeholders will achieve performance budgeting model to HN;
- Achieving critical service obligations and required performance measurements for regional stakeholders.
 - Quickly moving people out of prioritized state rights of way and into better living situations;
 - A measurable decrease in the number of people experiencing unsheltered homelessness;
 - An increase in positive housing outcomes;
 - A decrease in returns to homelessness after exiting the system;
- Overcoming traditional barriers to permanent housing for vulnerable populations.
 - Positive Social Impacts on historically marginalized communities;
 - Increasing the community’s capacity to provide permanent housing placements from private market rental housing to people currently experiencing, or at risk of experiencing homelessness;
- Risk mitigation through Innovation and leadership.
 - Reputation of Executive Officers to Critical Stakeholders;
 - Housing Navigator, S.P.C., believes Innovation means, “Helping more people today, than we did yesterday.”



Rapid Rehousing

Housing Navigator, S.P.C.

City of Spokane | ROW Project Budget Overview

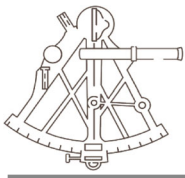
March 1st through June 30th, 2023

			\$ Total	% Total
Direct Costs	Direct participant support	Move-in kits & essential needs	\$ 34,745	6.9%
	Direct participant support Total		\$ 34,745	6.9%
	Direct permanent housing support	Utilities allowance payments	\$ 16,560	3.3%
		Rent & rent stabilization payments	\$ 138,000	27.2%
		Landlord incentive payments	\$ 210,000	41.5%
	Direct permanent housing support Total		\$ 364,560	72.0%
	Project Operations	Travel	\$ 1,000	0.2%
		Supplies	\$ 3,800	0.8%
		Software	\$ 1,400	0.3%
		Salaries & benefits	\$ 50,280	9.9%
Equipment		\$ 1,000	0.2%	
Project Operations Total		\$ 57,480	11.3%	
Direct Costs Total			\$ 456,785	90.2%
Indirect Costs	Administration	Professional services	\$ 3,000	0.6%
		Management salaries & benefits	\$ 41,320	8.2%
		Insurance	\$ 1,720	0.3%
	Administration Total		\$ 46,040	9.1%
	Facilities	Utilities	\$ 1,200	0.2%
		Rent of facilities	\$ 2,600	0.5%
Facilities Total		\$ 3,800	0.8%	
Indirect Costs Total			\$ 49,840	9.84%
Grand Total			\$ 506,625	100.0%

March 1st through June 30th, 2023.

As of February 20, 2023, for professional services provided within the Scope of Work.

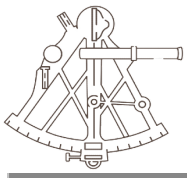
* Budget Overview does not include Damage Mitigation Fund, managed by the City of Spokane, required for Project completion.



Follow-Up Budget

Rapid Rehousing		Housing Navigator, S.P.C.		
City of Spokane ROW Project Budget Overview				
July 1st, 2023 through March 31st, 2024				
			\$ Total	% Total
Direct Costs	Direct permanent housing support	Utilities allowance payments	\$33,120	8.57%
		Rent & rent stabilization payments	\$276,000	71.42%
	Direct permanent housing support Total		\$309,120	80.00%
	Project Operations Total		\$38,650	10.00%
Direct Costs Total			\$347,770	90.00%
Indirect Costs Total			\$38,650	10.00%
Grand Total			\$386,420	100.00%
<i>As of February 20, 2023, for professional services provided within the Scope of Work.</i>				
* Budget Overview does not include Damage Mitigation Fund, managed by the City of Spokane, required for Project completion.				

Follow-Up Budget is only preliminary in nature, and meant only as a reference for costs associated with housing initial 30 ROW Eligible participants, and is not intended to be an agreement or constitute a legally binding contract in any way.



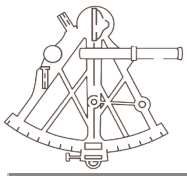
Rapid Rehousing Housing Navigator™, S.P.C Scope of Work

City of Spokane | 3/1/2023

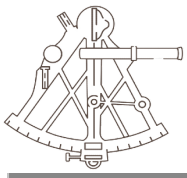
Subcontractor shall: manage landlord outreach and engagement strategies, develop private market rental housing provider partnerships and relationships to quickly identify appropriate permanent housing vacancies, administer incentive fund payments that lower barriers to permanent housing accessibility, coordinate showings and inspections with homelessness service providers, coordinate and administer financial assistance with providers for essential needs and move-in costs, administer rental and utility assistance payments to landlords, and provide accurate data reporting to successfully and rapidly provide permanent housing units that accommodate the needs and preferences of approximately 30 unsheltered individuals who are certified as being displaced from the Washington State Department of Transportation's Right of Way, commonly referred to as Camp Hope.

Operations

- a. SUBCONTRACTOR shall provide Permanent Housing Search and Housing Identification Services to increase the availability of permanent housing units for ROW eligible participants.
 - i. To successfully house as many as possible, a thorough outreach plan will employ a variety of methods, including but not limited to: Phone calls, internet ads, social media ads, public presentations, podcasts, radio ads, meeting attendance, printed materials, and developing and leveraging relationships within the rental housing industry (Landlords, property management companies, landlord associations, realtor associations, property management associations).
- b. SUBCONTRACTOR shall determine eligibility of identified permanent housing units by ensuring that units follow Washington State Department of Commerce Rights of Way Initiative Process and Requirements.
- c. SUBCONTRACTOR will determine permanent housing provider eligibility for funds and participation based on Housing Accessibility requirements listed in Washington State Department of Commerce Rights of Ways Initiative Process and Requirements.
 - i. **Housing Navigator, S.P.C.'s ROW RRH Housing Safety, Habitability, and Accessibility Addendum**
- d. SUBCONTRACTOR shall require permanent housing provider to agree that Participants must not be terminated from the program for the following reasons:
 - i. Failure to participate in supportive services or treatment programs.
 - ii. Failure to make progress on a housing stability plan.
 - iii. Alcohol and/or substance use in and of itself is not considered a reason for termination.
 - iv. If a participant is terminated from the housing due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the housing at a later date when the behavior has been resolved.



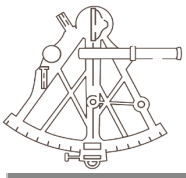
- e. SUBCONTRACTOR shall require that all Housing and shelter must comply with local, state, and federal nondiscrimination requirements, including not discriminating based on religion, gender identity, or sexual orientation.
- f. SUBCONTRACTOR shall require all permanent housing units to pass a Housing and Habitability Standards (HHS) Inspection prior to issuance of any financial assistance or ROW referral.
 - i. **City of Spokane HHS Inspection**
- g. SUBCONTRACTOR shall physically inspect each unit to assure it meets HHS standards.
 - i. Housing which fails to meet the standards may not receive assistance, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection. Program must verify that all deficiencies have been corrected.
- h. Subcontractor and Lessor will sign Housing Navigator, S.P.C.'s Landlord Incentive Fund & Vacant Unit Holding Fee Agreement upon
- i. SUBCONTRACTOR shall review proprietary leases, addendums, and property services agreements with landlords and property managers (Lessor), upload required information to SUBCONTRACTOR's proprietary systems for outcome data measurement. Required documents include:
 - i. Proof of Ownership/Management Agreement
 - ii. Landlord W-9
 - iii. City of Spokane HHS Inspection
 - iv. Lease/Rental Agreement
 - v. Unit/Parcel Information
 - vi. Contact Information
 - vii. Property Condition Report
 - viii. **Housing Navigator, S.P.C.'s Landlord Incentive Fund & Vacant Unit Holding Agreement**
- j. SUBCONTRACTOR shall Administer Incentive Fund Payments once eligibility process has been completed and verified. Incentive Fund Payment documentation acts as a holding agreement until the unit is filled with ROW Eligible Participants.
- k. SUBCONTRACTOR shall case-conference with service providers, housing specialists, case managers, landlord liaisons, and peer navigators working with ROW Eligible Participants to receive ROW Housing Referral and begin coordination to sustainably enter permanent housing that fits the needs and preferences of the clients being served.
 - i. **Good Neighbor House Rules Addendum** will be signed by lessee(s) and referral agency provider as part of referral/case conferencing process. If lessee requires Reasonable Accommodation to understand Goodneighbor House Rules Addendum, **Referral Provider/Agency must provide reasonable accommodation.**
- l. SUBCONTRACTOR shall coordinate showings with service provider(s) and rental housing providers. Upon ROW Participant's approval of the housing option, the move-in process can immediately begin.



- m. SUBCONTRACTOR shall provide financial assistance, including Landlord Incentive payments, move-in assistance payments, rental assistance payments, utility assistance payments, purchasing and coordinating furniture, transportation, and other costs associated with move-in arrangements with moving people into permanent housing.

Administration & Reporting Requirements

- a. SUBCONTRACTOR will describe how costs are aligned with market rates and similar efforts in the area, and include the number of units funded, the number of people housed in those units, and operating costs per unit.
- b. SUBCONTRACTOR will maintain financial records outlining the number of staff, staff costs, and other costs associated with outreach and services.
- c. SUBCONTRACTOR will ensure expenditures fall within Allowable Housing Types and Related Costs as defined by the Department of Commerce, which include i) acquisition, renovation, leasing, operating, maintenance, tenant leasing, and associated services costs for apartments and houses, and ii) outreach, assessment, transportation, and other costs associated with moving people into set-aside housing.
- d. SUBCONTRACTOR recognizes that the State is committed to finding and implementing an appropriate balance between the need to hold funded units for people living on rights of way and ensuring that bed utilization is maximized to bring people inside who are living unsheltered on non-state land, and may direct funded units/beds and outreach to assist people experiencing homelessness who are not living on prioritized rights of way if the Department determines the beds are no longer needed to transition people who live on state rights of way, and at the discretion of the City of Spokane.
- e. SUBCONTRACTOR will to report to the City of Spokane every 60 days:
 - i. number of rights of way participants engaged by SUBCONTRACTOR,
 - ii. age, gender, race, and ethnicity of people engaged,
 - iii. type and duration of engagement with rights of way Participants,
 - iv. types of housing options that were offered,
 - v. the number of individuals who accepted offered housing or shelter,
 - vi. the types of assistance provided to move individuals into offered housing,
 - vii. services and benefits in which an individual was successfully enrolled,
 - viii. housing outcomes of individuals who were placed into housing six months and one year after placement, and
 - ix. number of people arrested or fined in association with a housing site.
- f. In an effort to support the collection of feedback regarding state and county efforts, SUBCONTRACTOR will collect feedback from Participants, affordable housing providers, homeless outreach providers, and homeless and affordable housing advocates engaged by SUBCONTRACTOR regarding:
 - i. The use of funding by SUBCONTRACTOR,
 - ii. types of housing and habitability standards governing the funded shelter and housing,



- iii. the roles, policies, and procedures governing outreach and law enforcement engagements with people at prioritized sites,
- iv. changes the state should make regarding the overall state initiative, and
- v. other issues of concern identified by participants.

SUBCONTRACTOR will summarize and submit copies of written feedback to be forwarded to the Department as City of Spokane’s convenience.

- g. SUBCONTRACTOR will submit reports, in a form to be determined by the Department of Commerce, regarding work performed under the Contract and Contract funds expended.

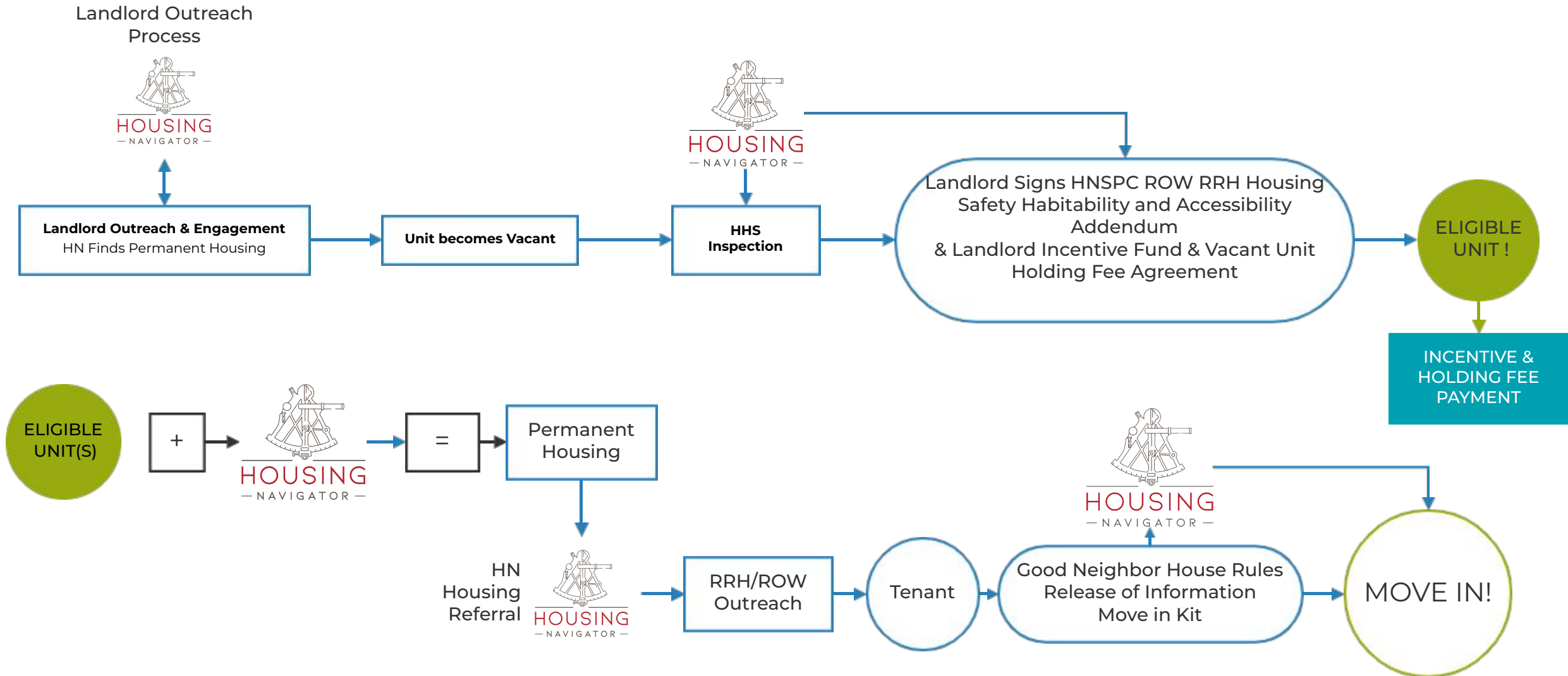
SUBCONTRACTOR will provide reporting of performance metrics, including:

	Rapid Rehousing Services	Performance Target	
A	# of Households enrolled	30	
B	# of permanent housing units enrolled	30	
C	Average # of days from unit enrollment to participant move in	30 Days	
D	# of persons remaining housed after 6 months	27	90%
E	# of persons remaining housed after 12 months	24	80%

Critical Social Impact Benchmarks

- **A decrease in the number of people experiencing unsheltered homelessness;**
- **An increase in positive housing outcomes;**
- **A decrease in returns to homelessness after exiting the system.**

Housing Navigator, S.P.C., ROW-RRH System





Housing Habitability Standards (HHS) Form

Includes lead-based paint visual assessment

Eligible Client/Household Name:

Housing unit address inspected: City: Zip:

Number of bedrooms

Was the unit built before 1978:

Will there be a child under the age of six or a pregnant woman living in the unit?

If the unit was built before 1978 and a child under age six or a pregnant woman is, or will be, living in the unit, then a lead-based paint visual assessment is required. See question # 11.

Unit Type:

- | | |
|--|---|
| <input type="checkbox"/> Single Family | <input type="checkbox"/> Duplex |
| <input type="checkbox"/> Mobile Home | <input type="checkbox"/> Multi-Family Apartment |
| <input type="checkbox"/> Single Room Occupancy | <input type="checkbox"/> Condo |

Inspection Date:

Inspector Name: _____

Inspector Signature: _____

Instructions: The property must meet all elements in order to pass.

3.4

15 min

3.4 - February Investment Report

*Johnson, Christopher
E.*

Council Sponsor: CM Betsy Wilkerson. February Investment Report

| For Discussion

Attachments

[Treasury Services Briefing Paper F_A Committee_Feb2023.docx](#)

[February FY 2023 Presentation.pdf](#)

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>15 Min</u>
Agenda Item Name	Monthly Investment Report (February 2023) with Investment Committee Updates
Summary (Background)	<p>The Monthly Investment Report is a standing topic presented by Finance. The objective of this presentation is to inform Council of portfolio updates and developments. Some of the items covered include:</p> <ul style="list-style-type: none"> • Portfolio Composition, Liquidity, & Performance • New Portfolio Structure • FY 2023 Portfolio Strategy • New Portfolio Benchmark
Proposed Council Action & Date:	N/A
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

City of Spokane

Investment Report

February – 2023



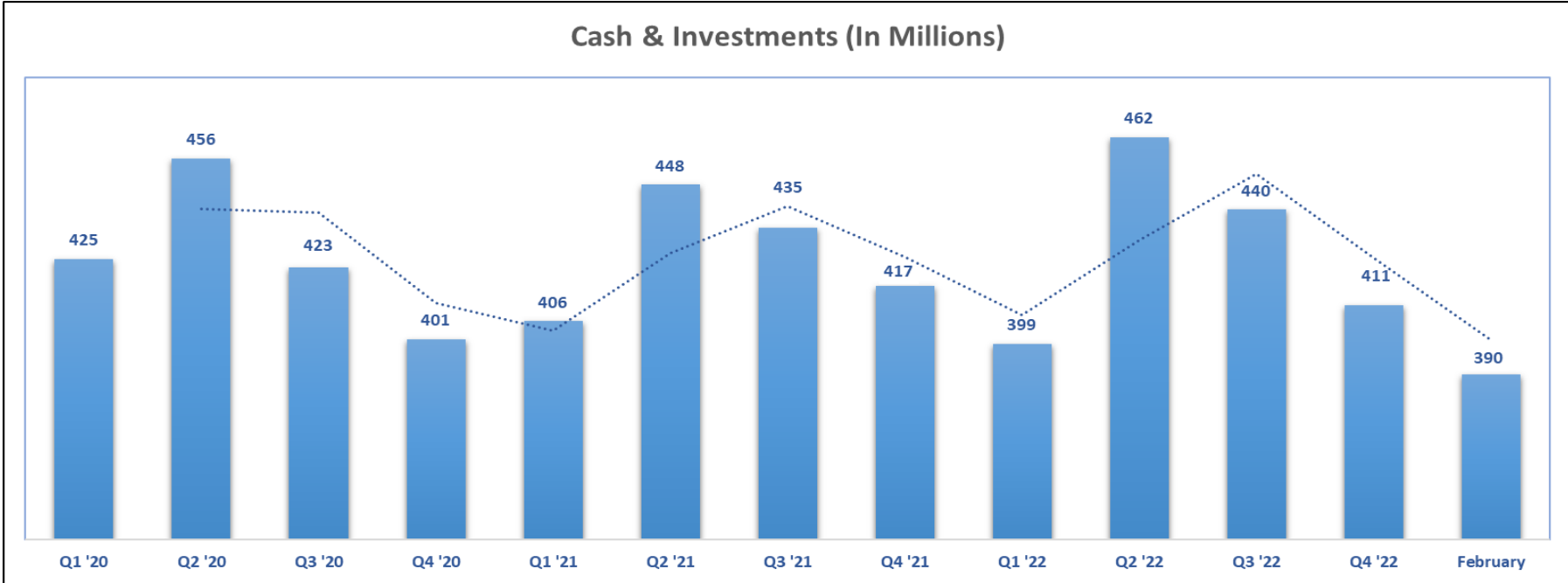
March 20, 2023

Topics

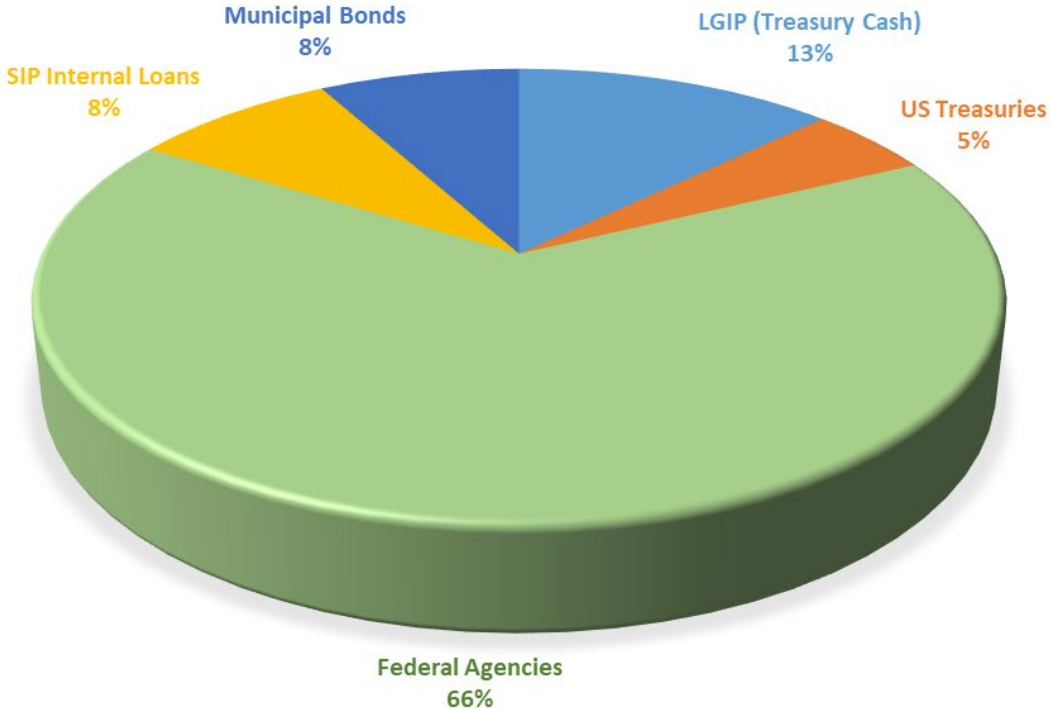
- Current Cash & Investment Balances
- Portfolio Composition & Performance
- New Portfolio Structure & Strategy
- New Portfolio Benchmark

Current Cash & Investment Balances

Portfolio Category	January 31, 2023	February 28, 2023	Percent of Total
Cash & Equivalents	46,381,146	55,267,465	14.17%
Fixed Income Investments	326,695,786	303,353,617	77.75%
SIP Internal Loans	31,544,386	31,544,386	8.08%
TOTAL	404,621,318	390,165,468	100.00%

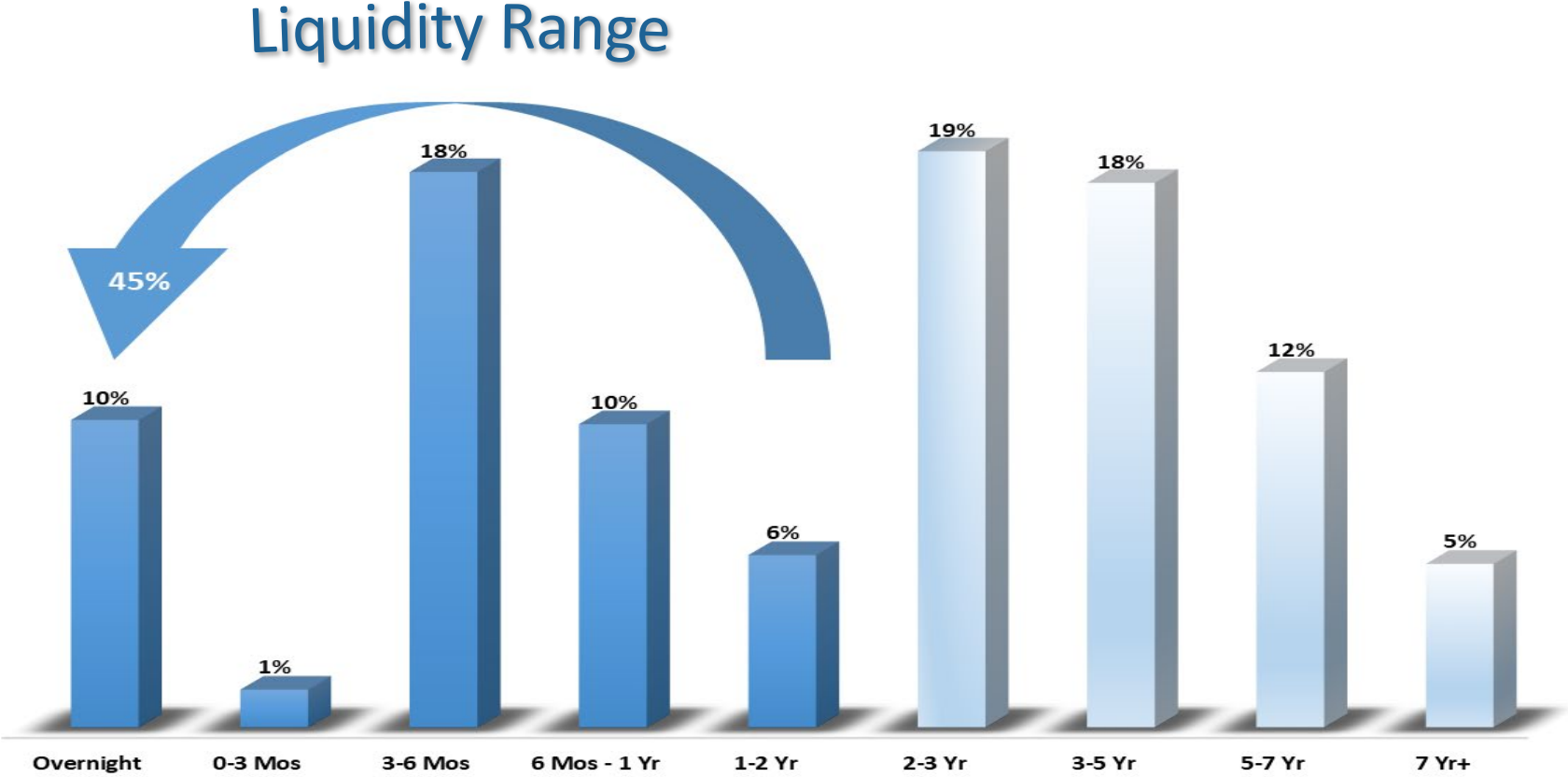


Portfolio Composition (*positions*)



<u>Issuer Type</u>	<u>Maximum</u>	<u>Actual</u>	<u>Policy Result</u>
LGIP	100%	13%	Complies
US Treasury Securities	100%	5%	Complies
Federal Agency Securities	90%	66%	Complies
FFCB	40%	18%	Complies
FHLB	40%	21%	Complies
FNMA	40%	21%	Complies
PEFCO	40%	4%	Complies
FHLMC	40%	1%	Complies
FAMC	40%	2%	Complies
SIP Loans	15%	8%	Complies
Municipal Bond	10%	8%	Complies

Portfolio Composition (*liquidity*)



Portfolio Performance

Unrealized Gains/Losses

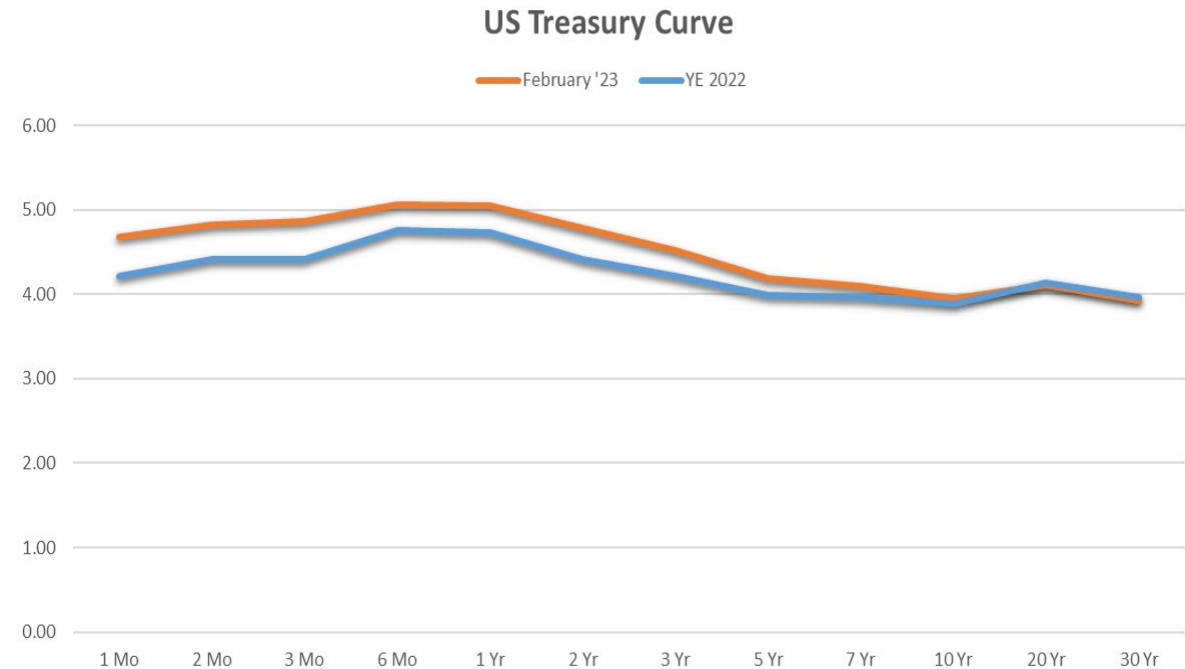
Impact of market-based interest rates on the value of the portfolio.

- \$13.7 Million (loss)

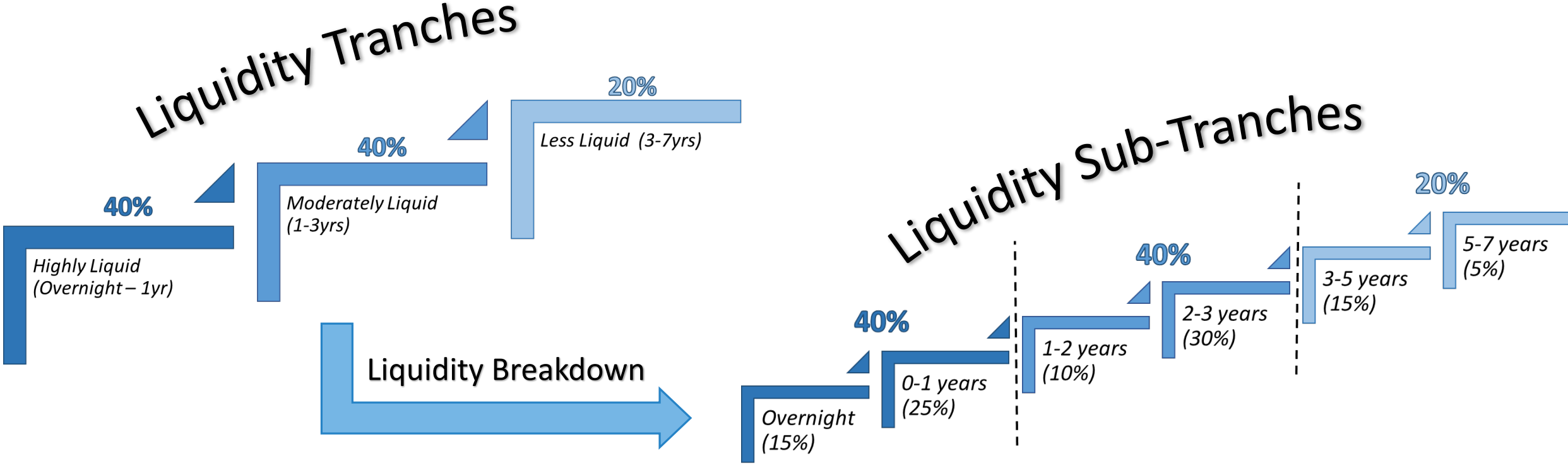
Interest Income

Income earned from Treasury Cash & Fixed Income positions.

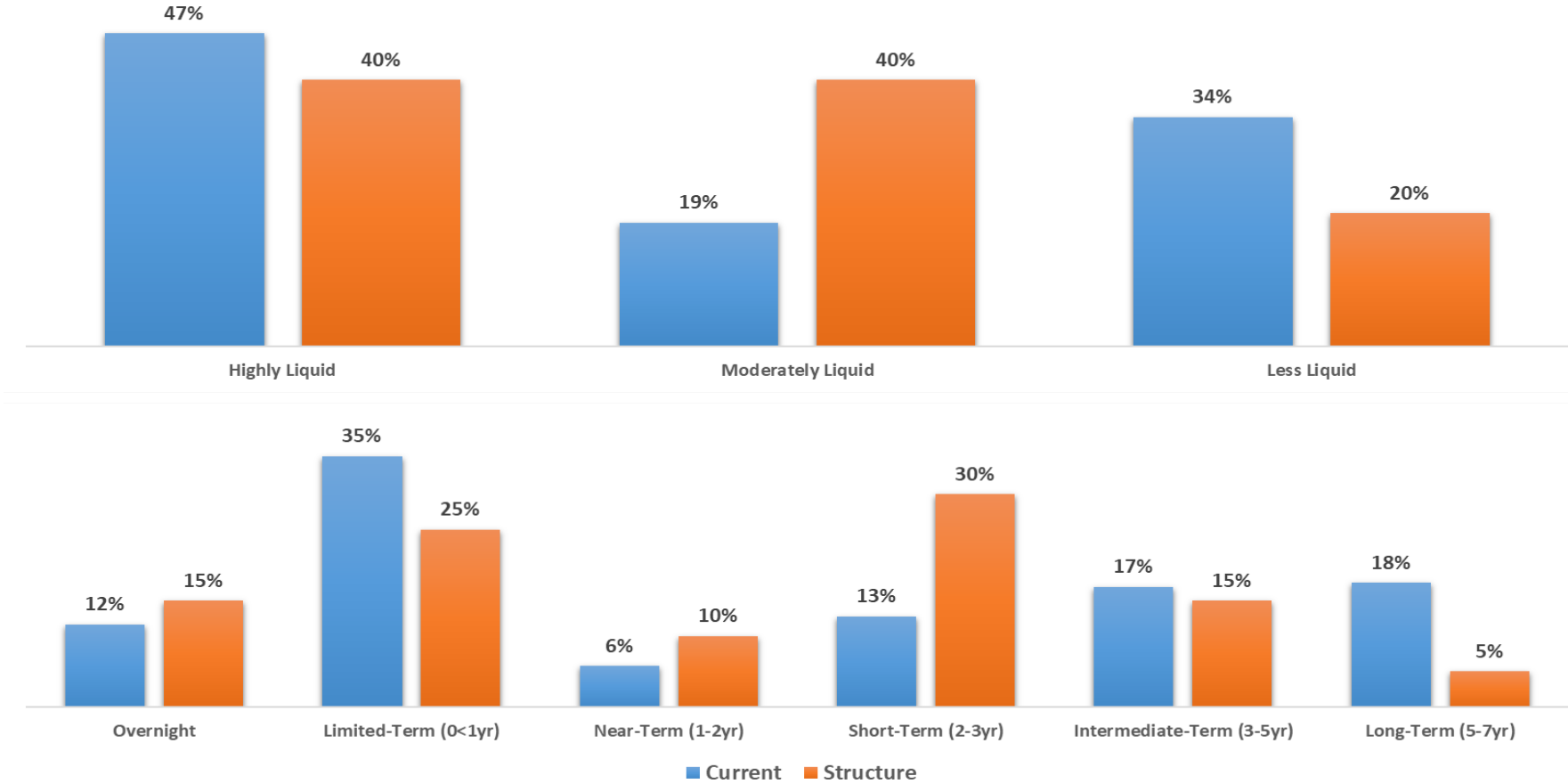
- \$1.57 Million Year-to-Date



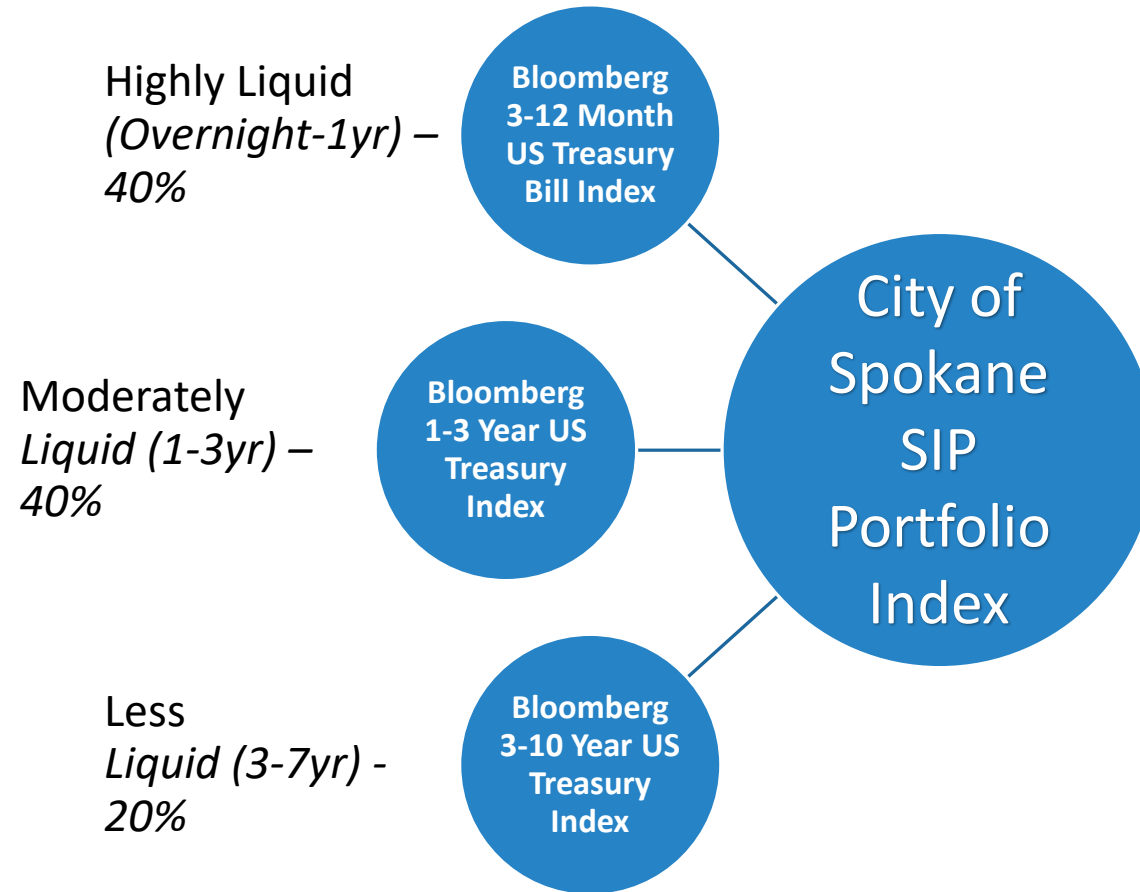
FY 2023 Portfolio Strategic Structure



FY 2023 Portfolio Strategic Strategy



New Portfolio Benchmark



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.3 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 2.1 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.05%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 2.54%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.0 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.9 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.17%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 4.69%

Questions?

3.5 - Quarterly Range Changes

Quick, Jennifer

The City's Human Resources Department conducted an internal and external salary analysis of multiple positions due to a change in duties and job responsibilities. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

| For Discussion

Attachments

[Briefing Paper for Quarterly Range Changes.docx](#)

[HR Quarterly Range Changes Q123 SBO.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources																																																																													
Contact Name & Phone	Mike Piccolo 625-6237																																																																													
Contact Email	mpiccolo@spokanecity.org																																																																													
Council Sponsor(s)	CP Beggs																																																																													
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes																																																																													
Agenda Item Name	Quarterly Range Changes																																																																													
Summary (Background)	<p>The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis that are currently filled are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Union</th> <th>SPN</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td>M&P-B</td> <td>232</td> <td>Associate Engineer</td> <td>44</td> <td>46</td> <td>\$72,662-\$103,231</td> <td>\$76,212-\$107,991</td> </tr> <tr> <td>M&P-B</td> <td>233</td> <td>Senior Engineer</td> <td>51</td> <td>52</td> <td>\$86,088-\$122,545</td> <td>\$88,093-\$125,343</td> </tr> <tr> <td>M&P-B</td> <td>657</td> <td>Environmental Analyst</td> <td>40</td> <td>44</td> <td>\$65,939-\$93,438</td> <td>\$72,662-\$103,231</td> </tr> <tr> <td>M&P-B</td> <td>653</td> <td>Water Quality Coordinator</td> <td>42</td> <td>46</td> <td>\$69,071-\$98,011</td> <td>\$76,212-\$107,991</td> </tr> <tr> <td>M&P-A</td> <td>781</td> <td>Director of Code Enforcement and Parking Services</td> <td>N/A</td> <td>59</td> <td></td> <td>\$105,507-\$148,352</td> </tr> <tr> <td>M&P-A</td> <td>826</td> <td>Building Official</td> <td>N/A</td> <td>61</td> <td></td> <td>\$111,040-\$155,974</td> </tr> <tr> <td>270L</td> <td>418</td> <td>HVAC Mechanic</td> <td>N/A</td> <td>39</td> <td></td> <td>\$51,281-\$83,395</td> </tr> <tr> <td>270L</td> <td>272</td> <td>Signal Maintenance Technician</td> <td>39</td> <td>41</td> <td>\$51,281-\$83,395</td> <td>\$52,910-\$87,090</td> </tr> <tr> <td>270L</td> <td>274</td> <td>Signal Maintenance Foreperson</td> <td>45</td> <td>46</td> <td>\$56,125-\$92,665</td> <td>\$57,002-\$93,918</td> </tr> <tr> <td>270L</td> <td>608</td> <td>Welder</td> <td>36</td> <td>38</td> <td>\$49,172-\$76,797</td> <td>\$50,383-\$80,639</td> </tr> </tbody> </table>	Union	SPN	Title	From Grade	To Grade	Former Range	New Range	M&P-B	232	Associate Engineer	44	46	\$72,662-\$103,231	\$76,212-\$107,991	M&P-B	233	Senior Engineer	51	52	\$86,088-\$122,545	\$88,093-\$125,343	M&P-B	657	Environmental Analyst	40	44	\$65,939-\$93,438	\$72,662-\$103,231	M&P-B	653	Water Quality Coordinator	42	46	\$69,071-\$98,011	\$76,212-\$107,991	M&P-A	781	Director of Code Enforcement and Parking Services	N/A	59		\$105,507-\$148,352	M&P-A	826	Building Official	N/A	61		\$111,040-\$155,974	270L	418	HVAC Mechanic	N/A	39		\$51,281-\$83,395	270L	272	Signal Maintenance Technician	39	41	\$51,281-\$83,395	\$52,910-\$87,090	270L	274	Signal Maintenance Foreperson	45	46	\$56,125-\$92,665	\$57,002-\$93,918	270L	608	Welder	36	38	\$49,172-\$76,797	\$50,383-\$80,639
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Proposed Council Action & Date:	Approve SBO to range changes on April 3, 2023																																																																													
<p>Fiscal Impact: \$75,000 - \$124,000 (General Fund \$10,000-\$14,000) Total Annual Cost: \$109,000 - \$178,000 (General Fund \$15,000-\$21,000) Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various funds' revenues or reserves</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>																																																																														

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A, recurring HR admin task.

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

N/A, recurring HR admin task.

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

N/A, recurring HR admin task.

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

Ensures compensation equity.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the various funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, Integrated Capital Management Fund and the Development Services Center Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Associate Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	232	Associate Engineer	44	46	\$72,662-\$103,231	\$76,212-\$107,991

Section 2. That in the budget of the General Fund, Street Maintenance Fund, Water Fund, Integrated Capital Management Fund, Sewer Fund and Solid Waste Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233	Senior Engineer	51	52	\$86,088-\$122,545	\$88,093-\$125,343

Section 3. That in the budget of the Sewer Fund and Solid Waste Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Environmental Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	657	Environmental Analyst	40	44	\$65,939-\$93,438	\$72,662-\$103,231

Section 4. That in the budget of the Water Fund, and the budget annexed thereto with reference to the fund, the following changes be made:

- 1) Change the grade and associated pay range for the Water Quality Coordinator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	653	Water Quality Coordinator	42	46	\$69,071-\$98,011	\$76,212-\$107,991

- 2) Change the grade and associated pay range for the Welder position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270L	608	Welder	36	38	\$49,172-\$76,797	\$50,383-\$80,639

Section 5. That in the budget of the Code Enforcement Fund, and the Parking Meter Revenue Fund and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Director of Code Enforcement and Parking Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	781	Director of Code Enforcement and Parking Services	N/A	59		\$105,507-\$148,352

Section 6. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the fund, the following changes be made:

- 1) Change the grade and associated pay range for the Building Official position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	826	Building Official	N/A	61		\$111,040-\$155,974

Section 7. That in the budget of the Facilities Management-Operations Fund, and the budget annexed thereto with reference to the fund, the following changes be made:

- 1) Change the grade and associated pay range for the HVAC Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270L	418	HVAC Mechanic	N/A	39		\$51,281-\$83,395

Section 8. That in the budget of the Street Maintenance Fund, and the budget annexed thereto with reference to the fund, the following changes be made:

- 1) Change the grade and associated pay range for the Signal Maintenance Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270L	272	Signal Maintenance Technician	39	41	\$51,281-\$83,395	\$52,910-\$87,090

- 2) Change the grade and associated pay range for the Signal Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270L	274	Signal Maintenance Foreperson	45	46	\$56,125-\$92,665	\$57,002-\$93,918

Section 9. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

3.6 - Safe Open Spaces Ordinance

***Cathcart, Michael,
Bingle, Jonathan***

Council Sponsors: CM Cathcart, CM Bingle. This ordinance relates to fostering safe and healthy public spaces for all. Specifically, the policy addresses concerns in reference to loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places.

| For Discussion

Attachments

[SOSA Briefing Paper.docx](#)

[2023.03.09 Safe Open Spaces ORD.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council – CM Cathcart Office
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	Cathcart, Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Safe Open Spaces Act
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This ordinance relates to fostering safe and healthy public spaces for all. Specifically, the policy addresses concerns in reference to loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places. According to the Office of National Drug Control Policy, Spokane is categorized as a High Intensity Drug Trafficking Areas (HIDTA).
Proposed Council Action	F&A March 20 / Council Action April 24
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Open drug use in the City of Spokane is occurring at a greater rate in the lowest income, most diverse neighborhoods including Downtown Spokane. All citizens, especially those residing in lower income areas of the Spokane community - including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality - deserve to live in safe, healthy and vibrant neighborhoods.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The Spokane Police Department will capture information through the agency's reporting system which will contain basic information about individuals contacted.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Through enforcement, the Spokane Police Department will capture information through the agency's reporting system which can then be analyzed. Seizure data will be available for analysis, as well.

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

This policy aligns significantly with the City of Spokane's Comprehensive Plan specifically related to Neighborhood Quality of Life and Downtown Neighborhood viability. Downtown Spokane is identified in the Plan as the primary economic and cultural center of the region and provides a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents. Increased numbers of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more "eyes-on-the-street." Supporting investments and opportunities benefits the general public which can enjoy a safer, thriving business district. The Plan also calls for promoting actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life. Providing activities and reasons for people to be on the street heightens the sense of excitement, improves a sense of safety, encourages diversity, and increases social interaction essential to healthy community life. Each of these important goals and visions for our community are hindered by open drug use.

ORDINANCE NO. _____

An Ordinance concerning loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places; amending section 10.60.030 and creating a new section 10.60.100 of the Spokane Municipal Code.

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, Fentanyl is a synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine. Just two milligrams of fentanyl, which is equal to 10-15 grains of table salt, is considered a lethal dose. and

WHEREAS, contact with trace amounts of fentanyl can be deadly for anyone especially kids, and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with mental health professionals and the municipal court's Community Court Program; and

WHEREAS, state law now requires that persons subject to arrest for possession of a controlled substance be referred to assessment and services in lieu of arrest at least twice before he or she may be arrested; and

WHEREAS, this state requirement has resulted in increased use of controlled substances in public; and

WHEREAS, the use of controlled substances in public increases public disorder

and the negative effects of using controlled substances without a prescription; and

WHEREAS, the use of controlled substances in public negatively affects children and youth and normalizes the use of controlled substances without a prescription; and

WHEREAS, the use of alcohol and marijuana by persons of legal age is prohibited in public; and

WHEREAS, prohibiting the use of controlled substances in public will enhance public health and safety; and

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 10.60.030 of the Spokane Municipal Code is amended as follows:

Section 10.60.030 Loitering for the Purpose of Engaging in Drug-related Activity

A. No person may loiter in or near any thoroughfare, skywalk, park, school or any place open to the public in a manner and under circumstances manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW.

~~B. No arrest may be made under this section unless the arresting officer first affords the subject an opportunity to explain such conduct. It is a defense under this section that the explanation given was true and disclosed a lawful purpose.~~

C. Circumstances which may be considered in determining whether a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW is manifested include, but are not limited to, the following:

1. The person is a known unlawful drug user. A “known unlawful drug user” is a person who:

a. has, within the knowledge of the arresting officer, been convicted:

i. in any court within this state, including a juvenile court, of any violation involving the use, possession or sale of any of the substances referred to in chapter 69.41 RCW, chapter 69.50 RCW and chapter 69.52 RCW; or

ii. of any violation of any of the provisions of said chapters of the Revised Code of Washington or substantially similar laws of any:

a.) political subdivision of this state, or

- b.) other state; or
 - b. displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or
 - c. possesses drug paraphernalia as defined in chapter 69.50 RCW; or
 - d. has, within the knowledge of the arresting officer, used, possessed or sold any controlled substance in violation of any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, regardless of whether the person was arrested for such use, possession or sale.
- 2. The person is currently subject to an order prohibiting his presence in a high drug activity geographic area.
- 3. The area involved is by public repute known to be an area of unlawful drug use and trafficking.
- 4. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to chapter 69.53 RCW.
- 5. The person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, by way of example only, acting as “lookout.”
- 6. The person is identified by the officer as a member of an association, group, organization or gang which has illegal drug activity as one of its significant characteristics, history or purpose.
- 7. The person transfers small objects or packages for currency in a furtive fashion.
- 8. The person takes flight upon the appearance of a police officer.
- 9. The person manifestly endeavors to conceal himself or any object which reasonably could be involved in an unlawful drug-related activity.
- 10. The person refuses to identify himself upon request of an identified police officer.
- 11. There is being used a vehicle known to be registered to a:
 - a. known unlawful drug user, or

- b. person for whom there is an outstanding warrant for a crime involving drug-related activity.

D. In determining whether a person is manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, the cumulative knowledge of all officers involved may be considered by the arresting officer.

E. A violation of this section is a gross misdemeanor.

Section 2. A new section 10.60.100 of the Spokane Municipal Code is created as follows:

Section 10.60.100 Use of a Controlled Substance in a Public Place.

A. Violation

1. It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.
2. "Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.
3. "Public place" means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.
4. Use of a controlled substance in a public place is a gross misdemeanor.

B. Referral for Treatment

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of a legend drug, or possession of drug paraphernalia, the officer shall seize the substance(s) and related paraphernalia and place those items onto property. The officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115. When a police officer has probable cause that a person has committed the crime of use of a controlled substance in a public place, the officer shall seize the substance(s) and related paraphernalia and may, but is not required to, offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

3.7

3.7 - Business Sustainability Resolution

Davis, Candi L.

Resolution on neighborhood business districts

Attachments

[Briefing Paper Template DRAFT Finance Resolution.docx](#)

[Draft Res 2023-NNN Supporting Capacity Building for Neighborhood Revitaliz~.docx](#)

Committee Agenda Sheet

[Finance and Administration]

Submitting Department	City Council – CM Bingle Office
Contact Name & Phone	Candi Davis x6719
Contact Email	cldavis@spokanecity.org
Council Sponsor(s)	Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	BID Resolution
Summary (Background)	<p>This resolution affirms the City Council’s commitment to neighborhood revitalization in line with the goals and policies of the Comprehensive Plan. This resolution sets the intent to foster citywide economic development that is fiscally sustainable, provides for a range of employment and business opportunities, and supports small locally owned businesses.</p>
Proposed Council Action & Date:	<ul style="list-style-type: none"> • Brief at F&A Committee and secure second sponsor on March 20, 2023 • Brief on April 10th on Advanced Agenda • Council Vote on April 17th
Fiscal Impact: Total Cost: <u>Not Applicable</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Downtown Spokane and the Riverside neighborhood are one of the more diverse and historically low income areas of the city. 96% of the residents are renters and the median income is far less than the citywide average as shown on the attached demographic snapshot from the City's Office of Neighborhood Services.

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

City Planning will be the sole source of information on data collection.

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

City Planning will be the sole source of information on data collection.

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

It is in line with the goals and policies of the Comprehensive Plan/

RESOLUTION 2023-_____

A resolution affirming City Council's commitment to neighborhood revitalization in line with the goals and policies of the Comprehensive Plan, and setting the intent to foster citywide economic development that is fiscally sustainable, provides for a range of employment and business opportunities, and supports small locally owned businesses.

WHEREAS, pursuant to RCW 35.21.703, Washington's Legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities and that they may contract with nonprofit corporations in furtherance of activities relating to economic development; and

WHEREAS, on July 18, 2022 the Spokane City Council adopted Resolution 2022-0064 in support of the updated Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies, with a particular focus on build stronger neighborhoods; and

WHEREAS, many neighborhood business organizations desire to provide enhanced services to their members, such as district advertising, safety programs, holiday decorating, snow removal, beautification efforts, event planning, and in developing business resiliency strategies to help them collectively weather another pandemic or serious interruption to their daily business; and

WHEREAS, over the years many neighborhood business organizations have requested the City's assistance and funding to help them provide the aforementioned services by formalizing their organizations into self-sustaining models, such as the City's two formal Business Improvement Districts; and

WHEREAS, American Rescue Plan Act (ARPA) funding has offered an opportunity for the City to assist those grassroots small groups and organizations in standing up sustainable management when such city capacity has not previously been available; and

WHEREAS, the Spokane City Council strongly supports efforts to improve employment opportunities in all of the city's neighborhoods to promote and build upon the economic contributions of local businesses to the livability of our community; and

WHEREAS, the Spokane City Council should promote a vibrant local economy that supports the unique quality of life and character in neighborhoods citywide; and

WHEREAS, it is in the city's best interest to ensure that public funds are utilized to promote capacity building and self-sustaining programs that leverage the potential of our unique entrepreneurial network; and

WHEREAS, the costs to administer a formal Business Improvement District is too great for most neighborhood business organizations to bear on their own; and

WHEREAS, it is the City's desire to help these neighborhood business organizations evaluate opportunities to join together for some common administrative functions as part of the creation of formal Business Improvement Districts; and

WHEREAS, encouraging revitalization, modernization, or redevelopment of deteriorated residential and commercial properties and buildings for new economic activity fosters a strong, diverse, and sustainable economy that provides a range of employment and business opportunities; and

WHEREAS, rather than focusing on one-time improvements it is City Council's goal to support existing and future business associations and neighborhood business groups with economic revitalization tools and programs that assist in the capacity building of neighborhood revitalization as directed by the property owners and businesses within each neighborhood; and

WHEREAS,

WHEREAS,

NOW, THEREFORE IT IS HEREBY RESOLVED by the Spokane City Council that the ARPA funding amount of \$2.5 million set aside for the assistance of neighborhood business districts through Ordinance C36246 should be used for the following purposes:

1. Hiring a consultant to assist with education and outreach about the benefits of formal organization and district management through a Business Improvement District; and
2. Conducting financial analysis of funding scenarios for a potential Business Improvement District for interested neighborhood business organizations; and
3. Funding startup costs for any organizations that formally organize into a Business Improvement District under the provisions of Chapter 35.87A RCW.

ADOPTED by the Spokane City Council this _____ day of
_____, 20_____.

City Clerk

Approved as to form:

Assistant City Attorney

4 - Consent Items

4.1

4.1 - SMC Accounting Department Name Change

Wallace, Tonya

Attachments

[Briefing Paper for Account and Grants Department.docx](#)

[Ord Re Accounting and Grants Dept.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance, Treasury & Administration Division
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org / 625-6585
Council Sponsor(s)	CP Beggs / CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SMC Accounting Department Name Change
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In March 2022, ORD C-36181 was passed allowing for department restructure to move Grants from Purchasing to be under accounting. There was a slight over-sight at that time for department name change. SMC needs to be changed to allow the change of Accounting Department to become Accounting and Grants Department.
Proposed Council Action	April 3, 2023
Fiscal Impact N/A Total Annual Cost: \$ Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? – N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? – N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – This aligns with the F&A Division Strategic plan	

ORDINANCE C-

An Ordinance relating to the executive and administrative organization of the City; amending SMC section 3.01A.215.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.215 is amended to read as follows:

3.01A.215 Accounting and Grants

The Accounting and Grants Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the close out of grants and financial assistance awards. The department is managed by the ((Accounting Director)) Director of Accounting and Grants, who also serves on the City Investment Board.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

4.2

4.2 - Airport Sale of Parcel No. 25335.0206

Boston, Matthew

Spokane Airport Joint Resolution authorizing the Airport to sell Parcel No. No. 25335.0206

Attachments

[City Briefing Paper Re Rusnak.docx](#)

[Jt Res PSA Approval Peter Rusnak.pdf](#)

[Joint Resolution Rusnak.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419
Council Sponsor(s)	CP Beggs and CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Authorize the Airport Board to sell property identified as Spokane County Assessor's Parcel No. No. 25335.0206 consisting of approximately 11.954 acres.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103 consisting of approximately 4.196 acres at Spokane International Airport.
Proposed Council Action	Approve Joint Resolution
Fiscal Impact Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
} N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

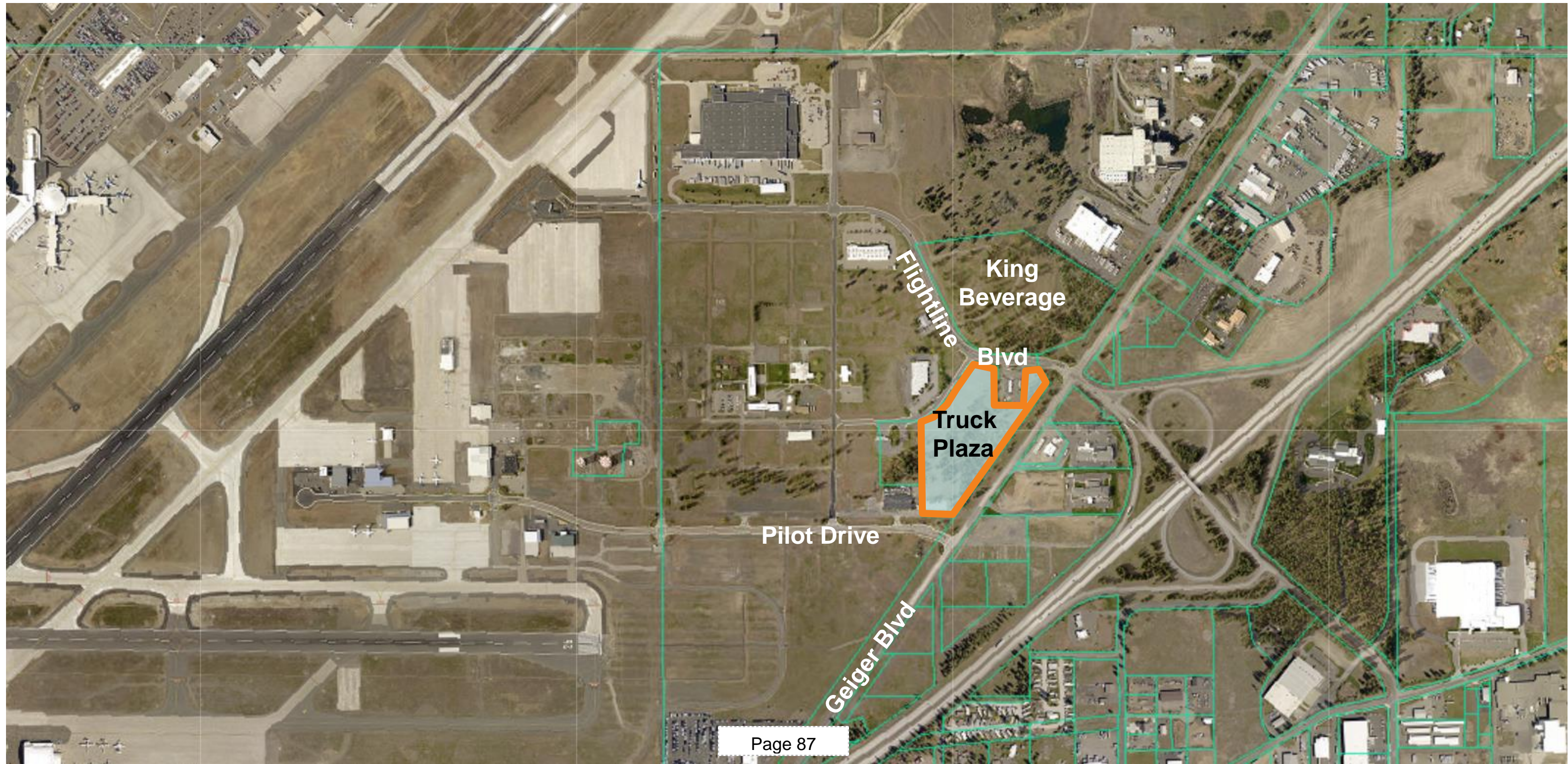


SPOKANE
INTERNATIONAL AIRPORT

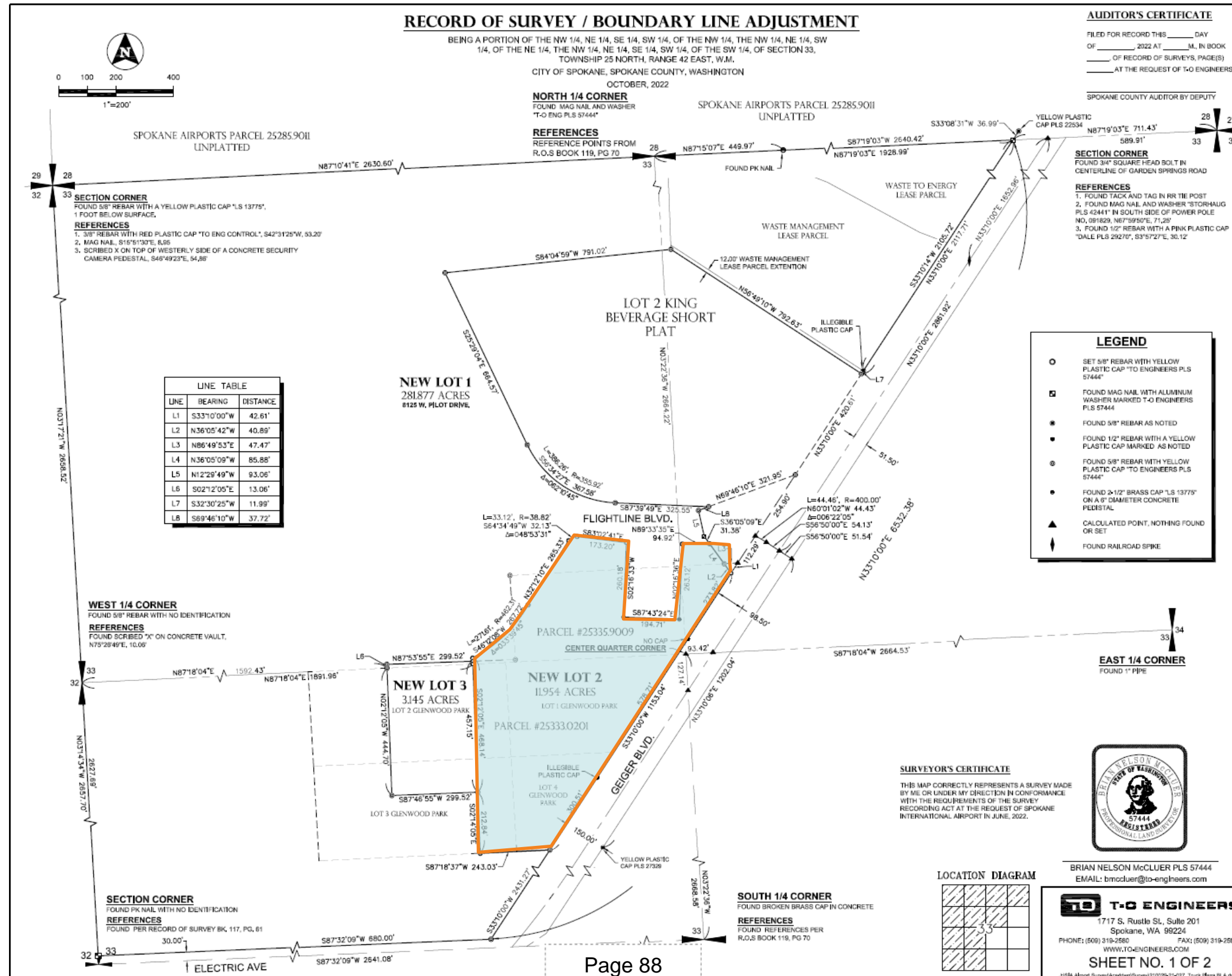


**Airport Joint Resolution
PSA for Sale of Land
to Peter Rusnak**

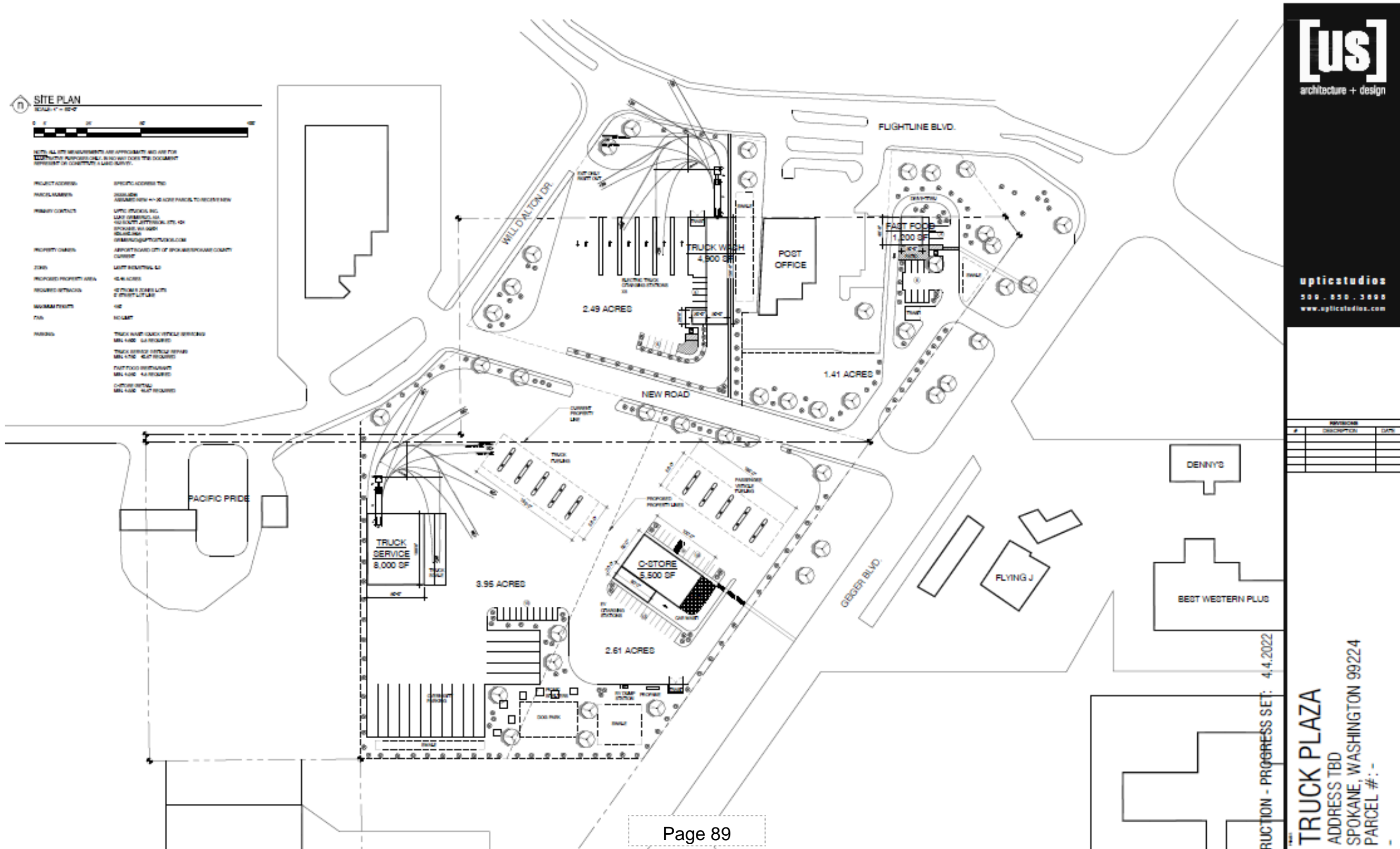
Overview of Proposed Truck Plaza Site



Boundary Line Adjustments



Proposed Layout



Proposed Layout from Pete Rusnak



PSA Summary

- Land to be purchased is @ 11.954 Acres at 6801 Flightline Blvd. (Airport Business Park)
- FAA land release required
- Earnest money of \$50,000 deposited in escrow
- Purchase price is \$4.74 psf (\$2,468,194.98)
- Review Period duration is 180 days from Effective Date (anticipated Nov. 17, 2022)
- Review Period can be extended for a one-time 30-day period with payment of a \$25,000
- Closing date within 30 days of expiration of Review Period or earlier if all Airport-required approvals (FAA, City/County) are completed.
- Rusnak responsible to reimburse Airport for segregation plan costs and fees
- Avigation easement to be recorded over property.
- Broker fee of 5.25%



SPOKANE
INTERNATIONAL AIRPORT

Thank you!



City: OPR _____
Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A)
SPOKANE COUNTY ASSESSOR)
PARCEL 25335.0206)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of tax parcel 25335.0206 consisting of approximately 11.954 acres ("Property"), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of _____, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, and grant and execute on the right of first refusal on the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2022,
BY AND BETWEEN SPOKANE AIRPORT AND PETER RUSNAK

4.3

4.3 - Airport Sale of Parcel No. 15365.1101

Joint resolution with Spokane County to authorize the Airport to sell Parcel No. 15365.1101

Attachments

[City Briefing Paper Re AT Acquisitions 3.0.docx](#)

[AT Acquisitions Presentation.pdf](#)

[Joint Resolution AT Acquisitions.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board		
Contact Name	Larry Krauter, CEO		
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419		
Council Sponsor(s)	CP Beggs and CM Wilkerson		
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:		
Agenda Item Name	Authorize the Airport Board to sell property identified as Spokane County Assessor's Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103, consisting of approximately 4.196 acres		
Summary (Background)	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103 consisting of approximately 4.196 acres at Spokane International Airport.		
*use the Fiscal Impact box below for relevant financial information			
Proposed Council Action	Approve Joint Resolution		
Fiscal Impact	Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)		
	} N/A		
Operations Impacts (If N/A, please give a brief description as to why)			
What impacts would the proposal have on historically excluded communities?			
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?			
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?			
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?			



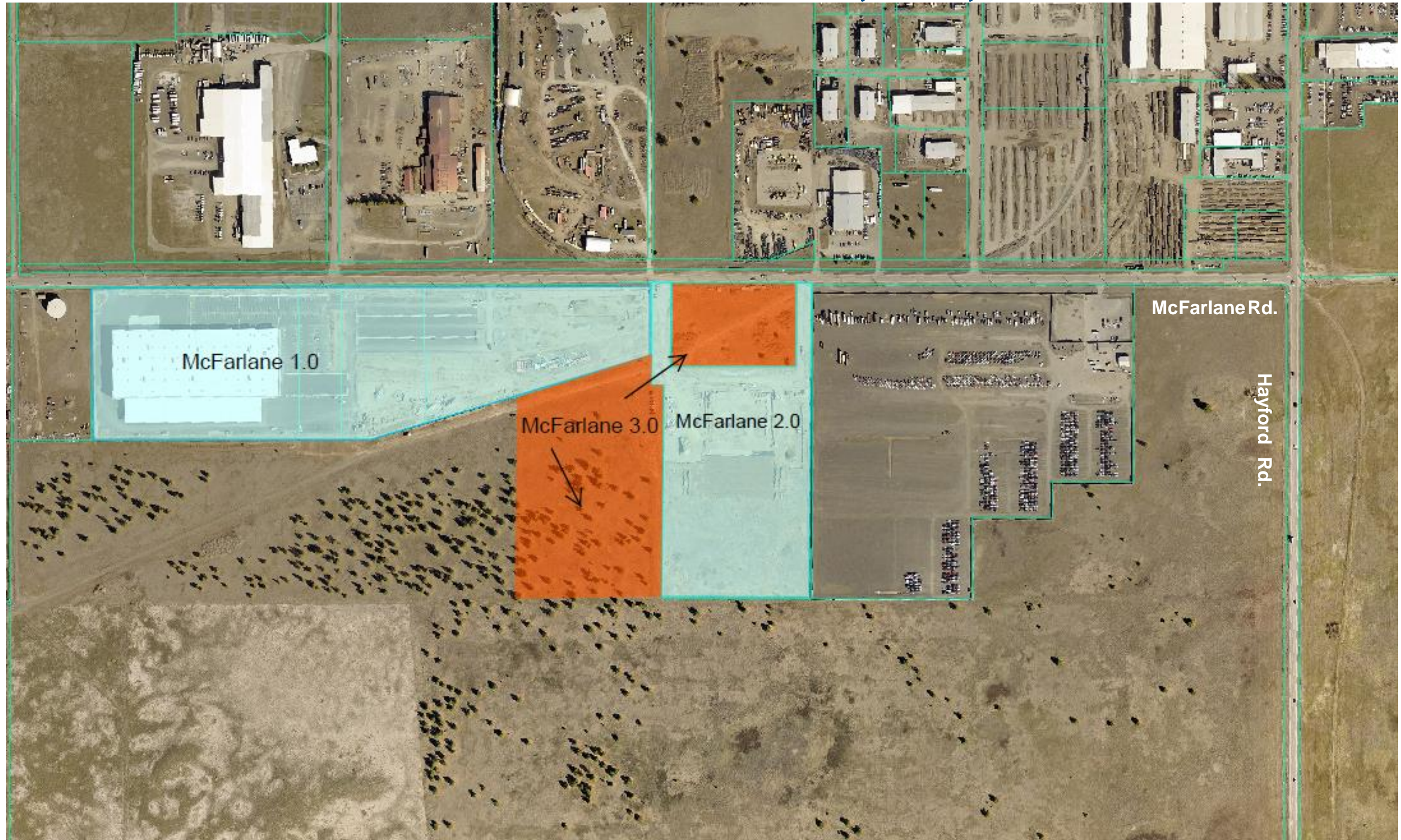
SPOKANE
INTERNATIONAL AIRPORT

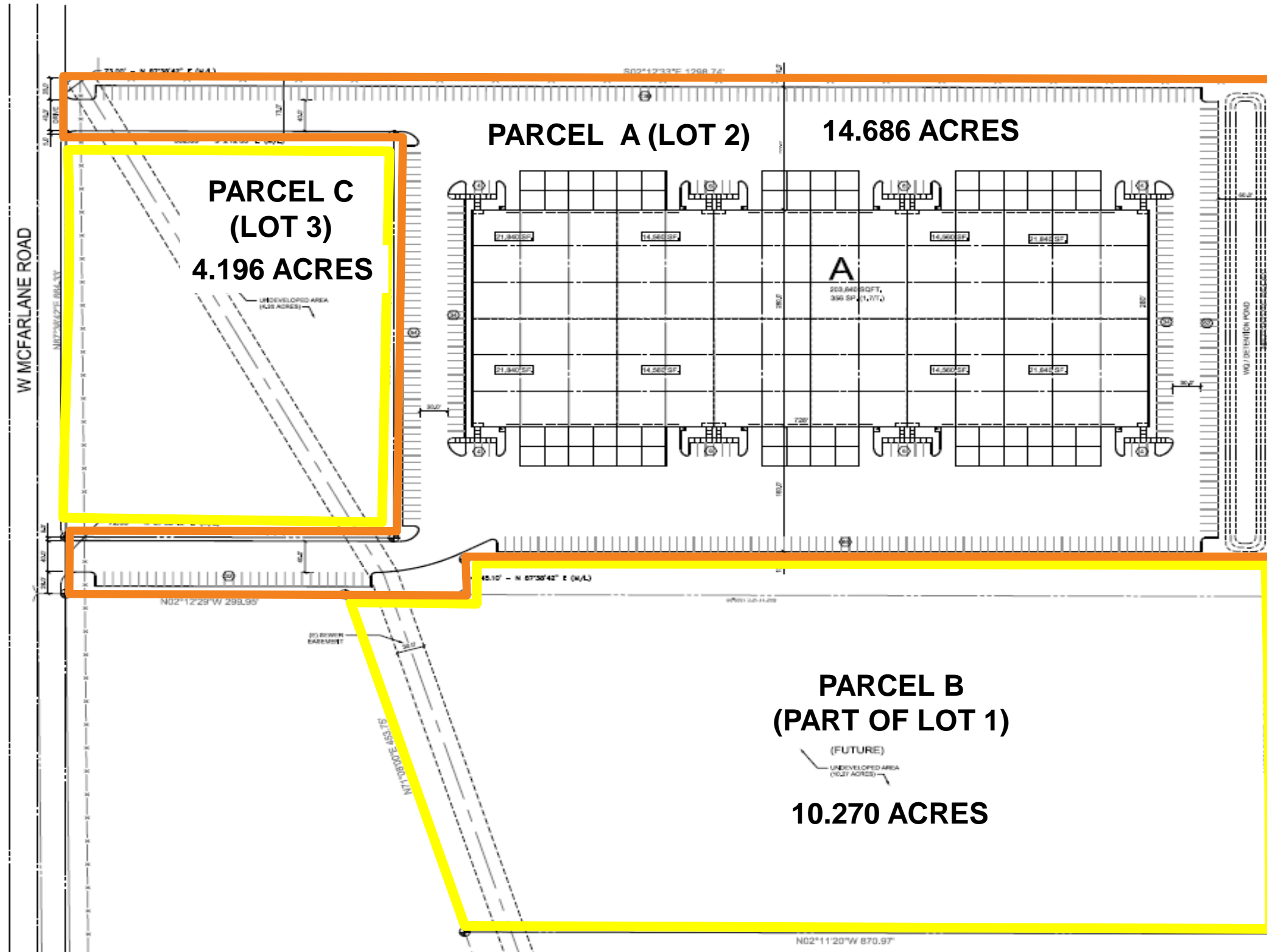


Joint Airport Resolution

PSA for Sale of Land AT Acquisitions, LLC at McFarlane Road

Overview of McFarlane 1.0, 2.0, and 3.0





- Prior Sale
- ROFR/Current Sale



GENERAL NOTES:
1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.

AREA SUMMARY:

PARCEL A SITE AREA	638,880 SQFT	14.686 ACRES (A)
BUILDING A	203,840 SQFT	396 COVERAGE

Sale at FMV established by Appraisal



Mr. Lawrence J. Krauter
Spokane International Airport Board
Page 2

The client for this assignment is the Spokane International Airport Board. The intended users of this appraisal and appraisal report are yourself and the Spokane International Airport Board, and no others. The sole intended use is for internal business decisions which may include pricing the properties to execute a right of first refusal. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions

- This appraisal is developed under the extraordinary assumption that the size of Tract 2 is +/- 12 acres, subject to easements including a proposed ingress/egress easement area (73' x 871') which will provide access to a neighboring parcel. If this assumption is not true, the market value may change.

Hypothetical Conditions

- None.

The conclusions presented in the following table are based on the analysis contained in the following report.

Value Perspective	Value Conclusions		Total
	Tract 1	Tract 2	
Value Type	Market Value	Market Value	
Value Premise	As Is	As Is	
Property Rights Appraised	Fee Simple	Fee Simple	
Effective Date of Value	December 19, 2022	December 19, 2022	
Value Conclusion	\$370,000	\$780,000	\$1,150,000
	\$2.00 psf	\$1.50 psf	\$1.63 psf

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Tiffany Tauala

Tiffany Tauala
Appraiser Trainee
State Registered Real Estate Appraiser Trainee
Washington State License #22002665
ttauala@valbridge.com

Bruce C. Jolicoeur

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Washington State License #1100633
bjolicoeur@valbridge.com



PSA for Sale of Land to AT Acquisitions, LLC

- Property to be acquired by AT consists of Parcel B (10.270 Acres to 12 Acres) depending on area required for extension of Airport access easement and Parcel C (4.196 Acres). Property was previously included in a ROFR agreement as part of previous PSA for @ 15A
- Parcel to be created by Short Plat through City of Spokane
- FAA land release complete
- Earnest money of \$30,000 deposited in escrow
- Appraised value of Parcel B is \$1.65 psf and appraised value of Parcel C is \$2 psf rendering a total estimated purchase price of @ \$1,149,961.35
- Review period completed on February 16, 2023
- Entitlement Period of 180 days commencing on expiration of Review Period.
- AT can activate two 6-month extensions with a \$30k nonrefundable escrow payment
- AT can accelerate closing any time after Airport obtains City/County approval w/15 days notice
- Avigation easement to be recorded over property
- No broker involved in transaction



Access Easement

RETAINED AIRPORT ACCESS EASEMENT

EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

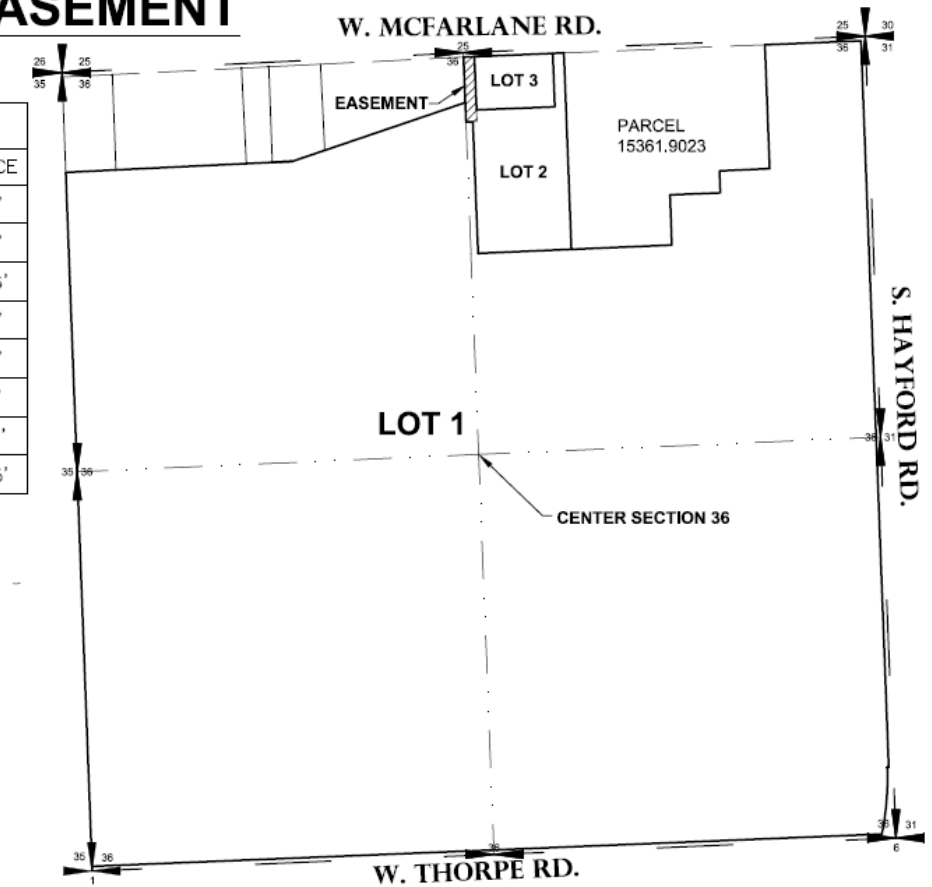
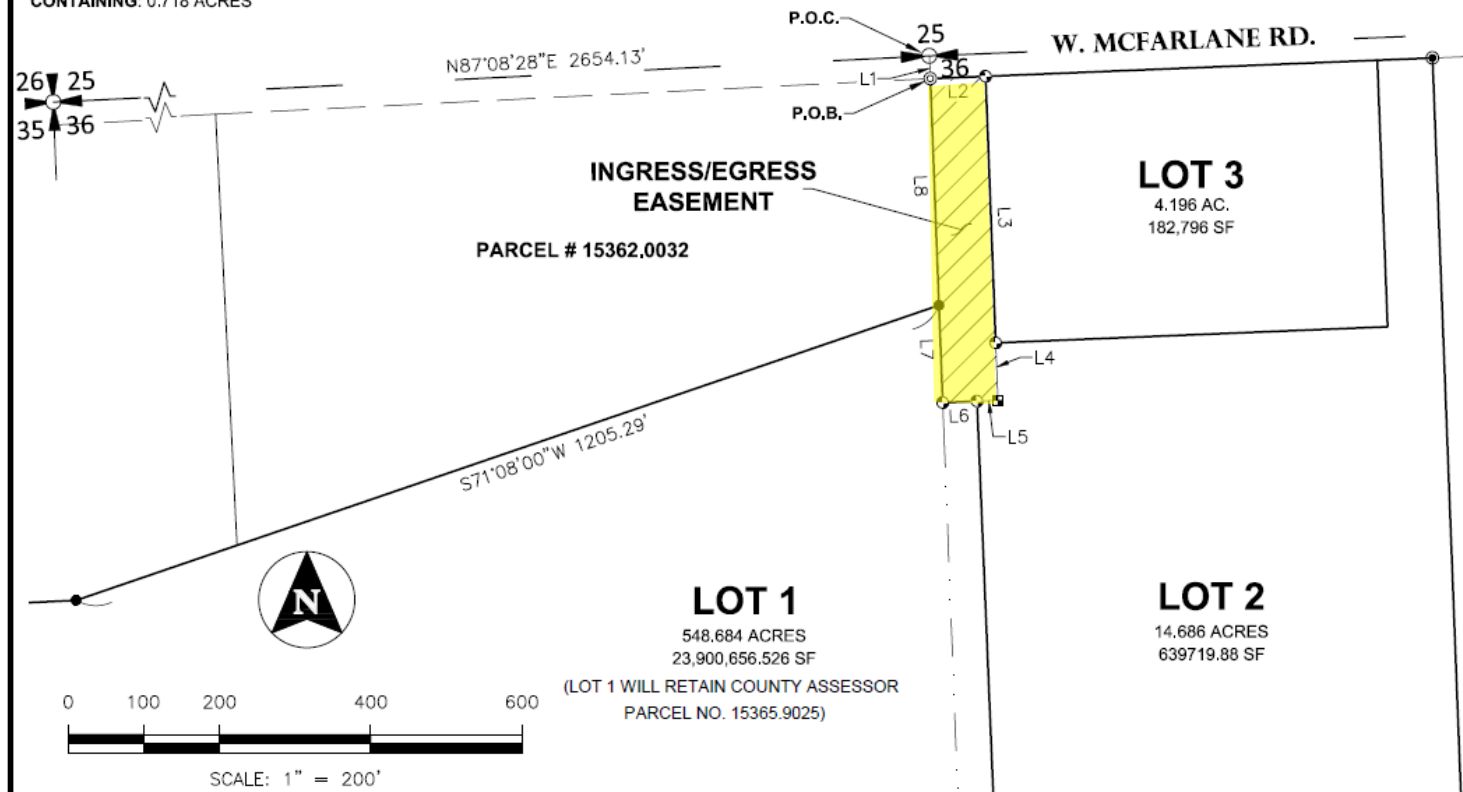
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13';

THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE **POINT OF BEGINNING**;

THENCE: N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT, THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE **POINT OF BEGINNING**.

CONTAINING: 0.718 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'12"E	30.00'
L2	N87°38'42"E	73.00'
L3	S02°12'29"E	352.66'
L4	S02°12'29"E	76.00'
L5	S87°38'24"W	27.57'
L6	S87°38'24"W	45.51'
L7	N02°10'15"W	128.71'
L8	N02°12'32"W	299.95'



LEGEND

- INGRESS EGRESS EASEMENT
- SOUTHEAST CORNER OF EASEMENT, NOTHING SET
- 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315
- 5/8" REBAR WITH BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153
- SOUTH RIGHT OF WAY OF W. MCFARLANE ROAD.
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

NOTE

LOTS 1 THRU 3 SHOWN ON MAP ARE FROM THE SHORT PLAT NAMED AIRPORT PARCEL 3 A.T. ACQUISITIONS



LEASEHOLDER:
SPOKANE AIRPORT
DATE: JUNE 09, 2021
SHEET 1 OF 1

9000 West Airport Dr., Ste. 204
Spokane, WA 99224



SPOKANE
INTERNATIONAL AIRPORT

Thank you!



City: OPR _____
Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A)
PORTION OF SPOKANE COUNTY)
ASSESSOR PARCELS 15365.1101)
AND 15361.1103)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”), by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park (“Agreement”); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of (i) a portion of tax parcel 15365.1101 consisting of approximately 10 acres, and (ii) a portion of tax parcel 15361.1103 consisting of approximately 4.196 acres (“Property”), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of _____, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, and grant and execute on the right of first refusal on the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez
Clerk of the Board

MARY L. KUNEY, CHAIR

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2022,
BY AND BETWEEN SPOKANE AIRPORT AND AT ACQUISITIONS, LLC

4.4

4.4 - WATPA Grant Application

McNab, Michael

For several years, the Spokane Police Department has participated in and received grant funding for one FTE from the Washington Association of Sheriffs and Police Chief's Auto Theft Prevention Authority (WATPA). SPD would like to re-apply for this grant funding. If awarded, this grant would fund one full time detective position to focus on auto theft enforcement and prevention in the City of Spokane. The grant period runs from July 1, 2023, through June 30, 2025. Applications are due April 1, 2023.

| For Information

Attachments

[WASPC Vehicle Theft Grant Application FY2023-2025 Briefing Paper.docx](#)

[FW GTWO WATPA General Grant Program Applications OPEN.msg](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Spokane Police Department
Contact Name	Mike McNab-835-4514
Contact Email & Phone	mmcnaab@spokanepolice.org
Council Sponsor(s)	Councilmember Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Grant application approval for FY2023-2025 Washington Auto Theft Prevention Authority Program (WATPA).
Summary (Background) *use the Fiscal Impact box below for relevant financial information	For several years, the Spokane Police Department has participated in and received grant funding for one FTE from the Washington Association of Sheriffs and Police Chief's Auto Theft Prevention Authority (WATPA). SPD would like to re-apply for this grant funding. If awarded, this grant would fund one full time detective position to focus on auto theft enforcement and prevention in the City of Spokane. The grant period runs from July 1, 2023, through June 30, 2025. Applications are due April 1, 2023.
Proposed Council Action	March 13 , 2023
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Monthly reporting on SPD's activity is collected and presented to the state. This information is ultimately provided to state law makers used in their decision to continue funding the program.	

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

Vehicle theft enforcement aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on Month XX, 2023.