

**URBAN EXPERIENCE COMMITTEE MEETING  
AGENDA FOR  
December 10, 2018  
1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Urban Development Committee meeting will be held at **1:15 p.m. on December 10, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

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 meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the 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**

**I. Call to Order**

**II. Approval of Minutes**

**III. Consent Items**

- Community Development Block Grant (CDBG) Capital Funding Recommendations- George Dahl
- Sprague Administrative Reserve Increase- Joel Graff
- MFTE Conditional Contract- Ali Brast
- Access Control Upgrade with Camtek, Inc.- Michael Sloon
- SmartNet Hardware Maintenance and Software Support for Cisco Equipment with Cerium Networks, Inc.- Michael Sloon
- Parking System Replacement System RFP/Implementation and Special Events Process Re-engineering Business Analysis Professional Services Nuvodia Inc.- Kris Becker and Dusty Fredrickson
- SMARSH Software Purchase and Implementation from Software House International- Michael Sloon
- Emergency Ordinance Amending Existing City Ordinance A. 204 to Allow for Relocating BNSF Railroad to Facilitate Construction of the North Spokane Corridor- Louis Meuler
- WSDOT North Spokane Corridor Project- Adoption of language to release existing easements tied to recently vacated streets when utility licenses are completed- Louis Meuler
- STA Plaza Security 2019 – Kevin King
- WSDOT Utility Agreement for Work by WSDOT at City Cost Rockwell Casing- Kevin Picanco
- Community Colleges of Spokane Lease at East Central Community Center- Alex Reynolds \* Note to suspend rules and pass at Monday's meeting\*

#### **IV. Discussion Items**

##### **A. Council Request**

- Housing as a Public Benefit- Projects of Citywide Significance- Incentive Policy Resolution- Ben Stuckart
- Allocating Appropriate Safe and Health Strategic Investments to Address Homelessness (Secure Housing Resolution)- Ben Stuckart (5 minutes)

##### **B. Staff Requests**

- North Monroe Business Assistance Program Recap- Andrew Worlock (10 minutes)

##### **C. Business Reports**

#### **V. Strategic Plan Session**

A. Public Partnerships Sportsplex (ILA) – Rick Romero (15 min)

B. Economic Update – Gavin Cooley (10 minutes)

#### **VI. Adjournment:**

**Next Urban Development Committee meeting will be on Monday, January 14, 2018.**

***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 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@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.***

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services Community, Housing and Human Services Department (CHHS)
<b>Subject:</b>	Community Development Block Grant (CDBG) Capital Funding Recommendations
<b>Date:</b>	December 10, 2018
<b>Author (email &amp; phone):</b>	George Dahl, <a href="mailto:gdahl@spokanecity.org">gdahl@spokanecity.org</a> , 625-6036
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City of Spokane 2015-2020 Consolidated Plan
<b>Strategic Initiative:</b>	Safe Affordable Housing Choice
<b>Deadline:</b>	December 17, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve CDBG capital funding recommendations made by the CHHS Board and Affordable Housing Committee

#### Background/History:

The Winter 2018 CDBG Capital Funding RFP offered \$2,500,000 CDBG funds for land acquisition, rehabilitation, affordable housing, and public facilities and improvements in excess of \$250,000. Staff held two technical assistance workshops to review the funding notice, discuss the application process, and answer questions. In addition, staff offered applicants one-on-one technical assistance to discuss applications and answer questions.

On November 13, the Affordable Housing Committee discussed each of the 15 funding applications. The Committee unanimously approved the following funding recommendations that fully disburse all RFP funds. The Committee also recommended 4 project alternates if a funded project fail or additional CDBG capital funds become available.

#### Executive Summary:

#### **The Committee recommends funding the following projects for \$2,500,000.**

Applicant	\$ Requested	\$ Recommended	Deliverable
Family Promise	\$950,000	\$950,000	Purchase 2002 E Mission as family homeless shelter
Habitat for Humanity	\$750,000	\$750,000	Purchase 7-10 vacant/derelect homes for rehab for low/mod homebuyers
2nd Harvest Food Bank	\$750,000	\$550,000	Purchase 402 N Perry to expand child & youth nutrition programs
Excelsior Youth Center	\$375,000	\$250,000	Replace 2 (of 3 requested) failing roofs.
<b>Total Recommended CDBG Funding</b>		<b>\$2,500,000</b>	All available funds were allocated.

**The Committee also recommends funding the following alternate projects for \$1,574,275.**

1 <sup>st</sup> Alternate – Excelsior Youth Center, Re-roofing	\$125,000	Funds sufficient to replace 3 <sup>rd</sup> roof.
2 <sup>nd</sup> Alternate – Proclaim Liberty, Liberty Park Terrace	\$699,275	Contribute to interior renovation of 48 affordable rental housing units.
3 <sup>rd</sup> Alternate – Community Frameworks, Sinto Land Acquisition	\$750,000	Purchase 5 contiguous lots near North Central High School for planned 40+ unit affordable rental housing development.
4 <sup>th</sup> Alternate – Pioneer Human Services, Carlyle Rehabilitation	\$1,212,480	Convert assisted living facility into 74 units of permanent supportive housing.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

## Briefing Paper (PIES Committee)

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	Sprague Administrative Reserve Increase
<b>Date:</b>	11/26/18
<b>Contact (email &amp; phone):</b>	Joel Graff, <a href="mailto:jgraff@spokanecity.org">jgraff@spokanecity.org</a> , 625-7757
<b>City Council Sponsor:</b>	CM Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<b>Background/History:</b> Engineering Project #2014080 - Sprague Avenue Phase 1 from Helena to Stone, was a 2017 integrated road project in the East Central neighborhood. During construction there were three large changes that exhausted the administrative reserve. To cover those changes an additional \$78,000 of reserve was requested and approved in January 2018. During reconciliation of the final quantities an accounting error in favor of the contractor was found. The contractor also submitted several claims for additional compensation that were found to be valid. Engineering Services is requesting an additional \$42,000 to final the project	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>During reconciliation of the final quantities a calculation error of the cost accounting in favor of the contractor was found. The contractor also submitted several claims for additional compensation that were found to be valid</i></li> <li><i>Payments have been issued to date for \$4,148,534.98. The authorized budget with administrative reserve is \$4,200,714.20</i></li> <li><i>An additional \$42,000 is being requested to final the project</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	December 10, 2018
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Dawn Kinder
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Applicant applying for a conditional contract for a 38-unit apartment building at 2830 E Francis.</i></li> <li><i>Property is zoned Office, so the use is allowed.</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

### Tax Abatement Information:

#### **2018 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator**

Project Name: Baldwin Square	
Number of units in the project	38
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
Estimated City Property Tax forgone annually per unit	\$1,979
Estimated Property Tax saved per project annually	\$62,582
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$750,978
Estimated City Tax forgone during the term of exemption per unit	\$23,744
Estimated City Tax forgone during the term of exemption all units	\$284,930

*Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.*

*\*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments*

### Site Map:





# Briefing Paper

## Urban Development Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Access Control Upgrade with Camtek, Inc.
<b>Date:</b>	December 17, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Ed Lukas
<b>Committee(s) Impacted:</b>	Urban Development Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD and Facilities Management – to provide the City of Spokane facilities with an upgrade to our secure access control system.
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	December 31, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Upgrade City Hall security system to Galaxy. Projected to begin in December 2018 and be completed by February 1, 2019.
<p><b>Background/History:</b> Upgrading the City Hall security access system (current system is end-of-support) to the Galaxy Security system that is currently deployed at Fire Training and CCB. In addition, the Galaxy system implementation will replace the current magnetic card-swipes with proximity card-readers.</p> <p><b>Note:</b> The city partners with Spokane County and School District 81 (Both entities have installed Galaxy security systems) to allow public safety personnel and authorized staff access in all facilities as required/requested.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Upgrade City Hall to the Galaxy badging security system (proximity badge access) - cost which includes equipment, labor, and supplies &amp; materials is \$73,669.68 plus \$6,482.93 sales tax for a total of \$80,152.61.</li> <li>Budget Account #5300-30210-18880-54201 for \$75,152.61</li> <li>Budget Account #5900-30210-94000-56203-81062 for \$5,000.00</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	SmartNet hardware maintenance and software support for Cisco Equipment with Cerium Networks, Inc.
<b>Date:</b>	December 17, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Development Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Ongoing maintenance of hardware and software support for the City's Phone and Network System.
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	December 31, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	All Cisco network equipment will receive operationally required security updates, software patches, 24/7/365 vendor technical support, and break-fix replacement.
<b>Background/History:</b> Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products.  Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total not to exceed five (5) years.	
<b>Executive Summary:</b> <i>One-year contract for SmartNet services for Cisco network and telephone equipment effective January 1, 2019 – December 31, 2019.</i> <ul style="list-style-type: none"> <li>Contract amount is \$198,307.97 and tax of \$17,451 – Total \$215,759</li> <li>Utilizing budget account number: 5300-73400-18850-54804</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services (Project Management Office)
<b>Subject:</b>	Parking System replacement system RFP/Implementation and Special Events process re-engineering Business Analysis Professional Services – Nuvodia, Inc. Spokane, WA.
<b>Date:</b>	
<b>Author (email &amp; phone):</b>	Kris Becker ( <a href="mailto:kbecker@spokanecity.org">kbecker@spokanecity.org</a> ) 625-6392 Dusty Fredrickson ( <a href="mailto:dfredrickson@spokanecity.org">dfredrickson@spokanecity.org</a> ) 625-6482
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Dawn Kinder
<b>Committee(s) Impacted:</b>	Urban Development Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p><b>Project Management Office (On Behalf of DSC)</b>            Authorization for Business Analysis Professional Services to support:</p> <ul style="list-style-type: none"> <li>• Parking system RFP and vendor selection</li> <li>• Parking system implementation</li> </ul> <p><b>Development Services Center</b>            Authorization for Business Analysis Professional Services to support:</p> <ul style="list-style-type: none"> <li>• Special Events process, tool, and reporting re-engineering</li> </ul>
<b>Strategic Initiative:</b>	Urban Experience and Sustainable Resources
<b>Deadline:</b>	December 31, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<p><b>Parking System Replacement RFP &amp; Implementation</b>            For the PMO to provide the Business Analysis and Continuous Improvement skill and tool sets required to replace the City's current parking issuance system and improve parking processes and integration with ancillary systems.</p> <p><b>Development Services Center</b>            Continue work to improve the Special Event process, tools, and reporting for the customers of the process (public) and the City Employees managing the process.</p>

#### Background/History:

##### **Parking System Replacement RFP & Implementation: Q1 2019 to mid-2020**

From issuance of a parking citation to its resolution by payment or adjudication, the Parking system as a whole involves 15 disparate systems.

Shortcomings of these systems, and lack of integration between them, result in an unpleasant public experience and inefficient Parking Enforcement, Municipal Court, and Accounting operations at an estimated cost of more than \$400,000 in lost parking revenue per year for the City.

The Business Analyst role will fill a vital need for the support of DSC by the PMO in addressing these current-state challenges by:

- Mapping current state parking processes and systems
- Defining system and process requirements

- Developing an RFP to identify the optimal future-state system solution
- Participating as a core team member to implement the replacement solution
- Re-engineering Parking Enforcement, Municipal Court, and City Accounting processes

Without funding for this position, this work cannot begin and will be delayed by 9 to 12 months.

#### **Special Events Process Improvement: Q1 2019 to end-Q3 2019**

The City of Spokane is committed to supporting community enhancing special events by providing a transparent and collaborative permitting process for our citizens and customers. The current application process is paper based and can require review by more than 10 different departments. Applicants may be required to pull multiple permits for the same event. Customer feedback has shown that the process is confusing, expensive, and inefficient. Staff have expressed similar concerns and a desire to create a streamlined and transparent process.

This project began early this year and the process mapping for the current state has been completed. Staff have identified process improvements to achieve the desired future state. The business analyst is needed to define the system and process requirements and facilitate the implementation of the process improvements. The process changes will impact many departments across the City and the business analyst will provide documentation of the changes to insure a consistent application across all departments.

#### **Executive Summary:**

- *\*Business Analysis Professional Services: \$162,147.20 (\$149,400.00 plus applicable taxes of \$13,147.20).*

*\*50/50 cost split between NBS and PMO*

#### **Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts:

#### **Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

# Briefing Paper

## Urban Development Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	SMARSH Software Purchase and Implementation from Software House International
<b>Date:</b>	December 10, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Development Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Approval to contract services for archiving text messages created and received on city-owned smartphones.
<b>Strategic Initiative:</b>	Innovative Infrastructure and Sustainable Resources
<b>Deadline:</b>	November 30, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Smarsh SaaS (Software as a Solution) service will provide comprehensive archiving and e-discovery solutions. City smartphones will be setup to archive text messages beginning December 20, 2018.
<b>Background/History:</b> <i>The City of Spokane needs the ability to collect, archive, and search all text activity on city-owned smartphones in order to comply with WA State RCWs requiring data/record retention and the ability to provide such data/records for Public Information Requests.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Requesting \$62,801.02 (\$57,721.53 + \$5,079.49 sales tax) for the initiation of this contract.</li> <li>Software House International utilized Master Agreement No. ADSP016-130651, Washington State Master Contract No. 06016, for previously negotiated pricing for this purchase.</li> <li>Utilizing budget account # 5300-73600-18880-53104</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	





## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Business & Development / Planning and Developer Services
<b>Subject:</b>	Emergency Ordinance amending existing City Ordinance A. 204 to allow for relocating BNSF railroad to facilitate construction of the North Spokane Corridor
<b>Date:</b>	For Council Hearing on December 17, 2018
<b>Author (email &amp; phone):</b>	Louis Meuler ( <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096) James Richman ( <a href="mailto:jrichman@spokanecity.org">jrichman@spokanecity.org</a> , 625-6238 )
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience / Public Infrastructure
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: <a href="http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm">http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm</a> and <a href="http://www.NSCPlace.com">www.NSCPlace.com</a>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of emergency ordinance amending Ordinance A. 204 allowing for the BNSF railroad to be relocated further west of the existing Euclid Avenue crossing to make room for the North Spokane Corridor alignment.
<b>Background/History:</b> The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. To make room for the North Spokane Corridor, the existing BNSF railroad tracks are being moved to the west of the existing tracks. This amended ordinance allows for the railroad to cross Euclid Avenue in the new alignment.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>An Emergency Ordinance allows for a shorter ordinance effective date to facilitate the construction timeline and minimize disruption to the City's transportation system.</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Business & Development / Planning and Developer Services
<b>Subject:</b>	WSDOT North Spokane Corridor Project – Adoption of language to release existing easements tied to recently vacated streets when utility licenses are completed
<b>Date:</b>	For Council Hearing on December 17, 2018
<b>Author (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> , 625-6305) Louis Meuler ( <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience / Public Infrastructure
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: <a href="http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm">http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm</a> and <a href="http://www.NSCPlace.com">www.NSCPlace.com</a>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of an emergency ordinance amending Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.
<b>Background/History:</b> The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. The City vacated certain City right-of-ways that were needed to support the construction of the North Spokane Corridor, but retained easements for City and AVISTA utilities. The City and AVISTA are obtaining utility licenses from BNSF for existing and future utility needs and the easements are now no longer needed.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>An Emergency Ordinance allows for a shorter ordinance effective date to facilitate the construction timeline and minimize disruption to the City's transportation system.</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Briefing Paper

### URBAN EXPERIENCE Committee Meeting 12/06/2018

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	STA Plaza Security - 2019
<b>Date:</b>	12/03/2018
<b>Contact (email &amp; phone):</b>	Kevin King – <a href="mailto:kking@spokanepolice.org">kking@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Inter-local agreement with Spokane Transit Authority to provide a police officer based out of the Downtown Precinct from January 1, 2019 through December 31, 2019. The revenue will be \$86,900.00.
<b>Background/History:</b> The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street or at other locations as mutually agreed to by both parties	
<b>Executive Summary:</b>  <p>The funds from this inter-local agreement will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. Routine police presence in and around the STA plaza and surrounding areas helps to deter illegal activity in an area of high pedestrian activity. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer</p>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Integrated Capital Management
<b>Subject:</b>	WSDOT Utility Agreement for Work by WSDOT at City Cost – Rockwell Casing
<b>Date:</b>	December 3, 2018
<b>Author (email &amp; phone):</b>	Kevin Picanco ( <a href="mailto:kpicanco@spokanecity.org">kpicanco@spokanecity.org</a> , 625-6088)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience / Public Infrastructure
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: <a href="http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm">http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm</a> and <a href="http://www.NSCPlace.com">www.NSCPlace.com</a>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of WSDOT Utility Agreement reimbursing WSDOT for construction of pipe casing under NSC for future City utilities use. This agreement preserves one of several options under consideration.
<b>Background/History:</b> The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. For the accommodation of future city utilities, construction of a casing pipe under the future NSC freeway and BNSF tracks is under consideration along the Rockwell Ave. alignment east of Market St. This improvement is one of several options under consideration by the City to satisfy future utility infrastructure needs; the subject WSDOT agreement preserves the ability for the City to proceed with this project at its discretion. If this project moves forward the City will reimburse WSDOT approximately \$900,000 for WSDOT's construction of the utility casing.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Approval of WSDOT Utility Agreement for City 'Betterment'; City to reimburse WSDOT approximately \$900,000 for construction of a utility casing along Rockwell Ave. for future use by the City. The agreement preserves the ability to proceed with this project pending further study.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	





# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services
<b>Subject:</b>	Community Colleges of Spokane Lease at East Central Community Center
<b>Date:</b>	10 December 2018
<b>Author (email &amp; phone):</b>	Alex Reynolds, <a href="mailto:areynolds@spokanecity.org">areynolds@spokanecity.org</a> , 509-625-6147
<b>City Council Sponsor:</b>	Council President Ben Stuckart
<b>Executive Sponsor:</b>	Dawn Kinder
<b>Committee(s) Impacted:</b>	Urban Experience, Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic plan (optimizing public assets)
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	10 December 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> This is a long term lease for Community Colleges of Spokane to operate Childcare services within the East Central Community Center. A long term lease will provide the Community Colleges of Spokane the stability necessary to demonstrate for state funding that they will continually operate out of the center regardless of the contracted operator. The services brought by CCS are a critical service to the neighborhood and help to bolster the Community Safety net that the City's Community Centers provide.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>5 year lease with option for 5 year renewals for up to 20 years</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source:	
<b>Other budget impacts:</b> (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## LEASE

This LEASE is made and entered into between the City of Spokane, a Washington State municipal corporation whose address is 808 W Spokane Falls Blvd., Spokane, WA 99201 or its heirs, executors, administrators, successors, and assigns, hereinafter collectively referred to as Lessors, and the State of Washington, Community Colleges of Spokane, hereinafter called the Lessee.

WHEREAS, the Lessors and Lessee deem it to be in the best public interest to enter into this Lease;

WHEREAS, the parties recognize that the City and Martin Luther King Jr. Family Outreach Center (MLK) have entered into a contract for MLK to operate and manage the East Central Community Center;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

### LEASED PREMISES

1. The Lessors hereby leases to the Lessee. Premises described as:

#### PARCEL 1

Owner: City of Spokane

Tax Parcel Number: 35211.4201

Common Street Address 500 S. Stone, Spokane, WA 99202

Legal Description: Approximately 10,588 square feet of land on that tract defined as Lots 1 through 12, Block 41, and vacated Sixth Street North of Adjacent, Union Park Addition NE 1/4 Sec. 21-25-43, City of Spokane, Spokane County, State of Washington, more particularly that parcel whose Point of Beginning is approximately 129.33 feet North of that tract's SW corner monument, thence due East 100 feet, thence due North 03 feet, thence due West 100 feet, thence South 103 feet to the Point of Beginning together with the use of the Center's common parking areas.

### USE

2. The premises shall be used by the Community Colleges of Spokane and/or other state agencies for the following purpose(s): Head Start and Early Head Start program classrooms and office space. Office use includes

associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events.

## TERM

3. The LESSEE shall HAVE AND HOLD the premises at 500 South Stone for an *initial firm term of 60 months* to begin when the LESSEE take BENEFICIAL OCCUPANCY of the renovated space. Beneficial Occupancy will occur upon completion of construction and renovation to the leased space. The actual effective date of this lease agreement will be amended to capture the date of occupancy and if after the first day of the month, the LESSOR will prorate the remaining rent at the rental rate listed in paragraph four. The LESSEE shall provide the LESSOR with ninety (90) days written notices before the end of the firm term, which indicate the LESSEE intention to vacate the lease. Failure of the LESSEE to provide the LESSOR with ninety (90) days written notice, the lease will automatically renew for the first option term of 60 months at a 5 percent escalation rate to cover the entire option term. After the first 60 months option term, the LESSEE shall provide the LESSOR with ninety (90) days written notices before the end of the firm term, which indicate the LESSEE intention to vacate the lease. Failure of the LESSEE to provide the LESSOR with ninety (90) days written notice, the lease will automatically renew for the second option term of 60 months at a 5 percent escalation rate to cover the entire option term. After the second 60 months option term, the LESSEE shall provide the LESSOR with ninety (90) days written notices before the end of the firm term, which indicate the LESSEE intention to vacate the lease. Failure of the LESSEE to provide the LESSOR with ninety (90) days written notice, the lease will automatically renew for the third option term of 60 months at a 5 percent escalation rate to cover the entire option term. The complete terms of this lease agreement is an initial firm term of 60 months and three (3) options terms totaling 60

3.1 Federal Interest: This Lease agreement in subject to a Federal Interest as described in Section 40 of this lease Agreement

## RENTAL RATE

4. The Lessee shall pay rent to the Lessors for the premises at the following rate:

Terms	Dates	Length	Escalation	Rate/RSF	*RSF	Annual Cost
<b>Firm Term</b>	TBD	60 Months	none	\$ 16.23	4900	\$ 79,527.00
<b>First Option</b>	TBD	60 Months	5%	\$ 17.05	4900	\$ 83,545.00
<b>Second Option</b>	TBD	60 Months	5%	\$ 17.90	4900	\$ 87,710.00
<b>Third Option</b>	TBD	60 Months	5%	\$ 18.80	4900	\$ 92,120.00
<b>20 Year Value</b>						<b>\$ 342,902.00</b>

**\*RSF = Rentable Square Footage. The RSF in this table is an estimate and depends on the actual measurement of the Square Footage (SQF) after renovation.**

**60 months = 5 years**

5. Payment shall be made at the end of each month upon submission of properly executed vouchers or invoices.

5.1. By agreement of the parties, monthly rent payments shall be made to the Martin Luther King Jr. Family Outreach Center (MLK), located at 500 S. Stone Street, Spokane, WA 99202 until the Lessor provides other directions to the Lessee. Payment to MLK shall constitute payment to the Lessor under this Lease.

5.2 Payment of rent by the Lessee is also contingent on the approval of Lessee's facility application by the Federal Office of Head Start. Pursuant to federal regulations, Lessee may not take occupancy of the premises or pay rent without approval of the Federal Office of Head Start. Under no circumstances will rent be due until approval by the Federal Office of Head Start.

#### **EXPENSES**

6. During the term of this Lease, Lessors shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, *exterior and interior window washing*, landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies, light bulb replacement, and such other items as set forth in Exhibit "J" which is attached hereto and incorporated by reference.

#### **MAINTENANCE AND REPAIR**

7. The Lessors shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessors reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Lessors' maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starter and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

7.1 Lessors shall, as part of maintenance, provide de-icing, snow, and debris removal service. At a minimum, Lessors shall remove, before normal business hours and at other times as soon as practical thereafter, debris, snow and/or ice from the parking lot and all sidewalks and entrances. Without prior notice, Lessors shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions.

#### **ASSIGNMENT/SUBLEASE**

8. ~~Except for sublet for use by other State agencies, the Lessee may not assign this Lease or sublet the premises without the prior written consent of the Lessors, which consent shall not be unreasonably withheld or delayed. Lessors shall respond, to approve or disapprove a request for consent, within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Lessee will proceed with sublease. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.~~

#### **RENEWAL/CANCELLATION**

9. Unless the Lessee gives the Lessors written notice at least 90 (ninety) days before the end of the initial term, the lease shall be extended for an additional 5 (five) year term under the same lease provisions and rental rate amount, including rent adjustments as provided for in section four (4) of this lease, as in the current lease. If the lease extends to a second five (5) year term, unless the Lessee gives the Lessors written notice at least ninety (90) days before the end of the second five (5) year rental term, the lease shall be extended for an additional five (5) year term

under the same terms and rental rate amount, including rent adjustments as provided for in section 4 of this lease, as in the current lease.

It is provided that should funds be reduced or not be allocated, there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises by giving written notice to the Lessors at least One hundred twenty (120) days prior to the date of termination, in which event rent shall be prorated to the date of termination. If the termination occurs during the initial five (5) year lease term, the Lessee shall pay a termination fee equal to \$400 multiplied by the number of months remaining on the lease term from the termination date of the lease.

9.1 Federal Interest: The United States Department of Health and Human Services has a federal interest in the renovations made to leased property as described in section 40 of this lease Agreement.

9.2 Federal Office of Head Start Lease Approval: This validity and operation of this lease and all its provisions is contingent and dependent on its approval by the Federal Office of Head Start. If the Federal Office of Head Start disapproves this lease then it shall be deemed cancelled and all obligations between the Lessors and lessee terminated. In addition, if the Federal Office of Head Start requests changes to any of the terms of this lease, then the lease shall be deemed cancelled and all obligations between the Lessors and lessee terminated until the required changes are made and approved in writing by both the Lessors and lessee.

9.3 Lessors unilateral Cancellation of Lease: Lessors shall have the unilateral right to terminate this lease within sixty (60) days after its execution. Lessor's termination will not eliminate any Federal Interest. However, if Lessors exercise Lessors' right of cancellation under this provision (9.3), and no federal funds were used to renovate the premises, Lessors shall have no federal interest obligations.

## **PAYMENT**

10. Any and all payments provided for herein when made to the Lessors by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

## **COMPLIANCE WITH STATE/FEDERAL LAWS**

11 Lessors is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

## **FIXTURES**

12. The Lessee shall have the right during the existence of this Lease with the written permission of the Lessors (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only the Lessor. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

## **REMODEL**

13. The Lessee shall coordinate the reimbursement to the Lessors for any remodel or renovations to the premises by separately executed contract. On 5/23/17, the Department of Health and Human Services

Administration for Children and Families awarded the lessee \$863,485.00 for facilities/construction (award no. 10HP000088-01-01).

#### **ALTERATIONS/IMPROVEMENTS**

14. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessors shall have the right to provide such services. If required by state law, the Lessors shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessors' proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessors shall allow to provide such services for the Lessee in compliance with the Lessors' building standards and operation procedures.

#### **PREVAILING WAGE**

15. Lessors agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

15.1 Pursuant to RCW 39.04.260, the prevailing rate of wage is statutorily required to be paid to workers on the project for all work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the state causes to be performed by a private party through a contract to lease at least 50% of the project by a state agency. Lessors acknowledges and agrees that a contract to lease is only created by this mutually acceptable written Lease, and any written amendments thereto, being executed by Lessors, the Director of the Washington State Department of Enterprise Services or his or her designee, and approved as to form by the Office of the Attorney General.

#### **CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON ACT)**

16. In addition to complying with state prevailing wage laws as specified in section 14 of the lease agreement, if any work performed by Lessors/Contractors or SubContractors employees is subject to the Construction Wage Rate Requirements (Davis Bacon Act) and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the Lessors/Contractors shall ensure that it and its Subcontractor(s) comply with the federal laws and regulations, as well as the following:

(a) Definition.—“Site of the work”—

(1) Means—

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of Lessors/Contractors or subcontractor whose locations and continuance in operation are determined

wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Lessors/Contractors and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the Lessors/Contractors or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis Bacon Act) poster (WH-1321) shall be posted at all times by the Lessors/Contractors and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Community Colleges of Spokane Contracting Officer (hereinafter "Contracting Officer") shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Lessors/Contractors and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210



The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Lessors/Contractors, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Lessors/Contractors does not make payments to a trustee or other third person, the Lessors/Contractors may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Lessors/Contractors, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Lessors/Contractors to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### **WITHHOLDING OF FUNDS**

17. The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Lessors/Prime Contractors under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Lessors/Contractors or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Lessors/Contractors, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **PAYROLL AND BASIC RECORDS**

18. (a) Payrolls and basic records relating thereto shall be maintained by the Lessors/Contractors during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. § 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. § 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Lessors/Contractors shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Lessors/Contractors, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Lessors/Contractors or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Department of Enterprise Services, Community Colleges of Spokane, or the Department of Labor. The Lessors/Contractors or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Lessors/Contractors or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## APPRENTICES AND TRAINEES

### 19. (a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship

Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## COMPLIANCE WITH COPELAND ACT REQUIREMENTS

20. Lessors/Contractors shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

## **SUBCONTRACTS**

21. (a) Definition. "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in section 26 above, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of section 26, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of section 26, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination—Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The Lessors/prime Contractors shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

## **CONSTRUCTION TERMINATION – DEBARMENT**

22. A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the underlying lease and agreement for alterations/improvements under section 12 of the underlying lease, and for

debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. Such termination will be effective upon thirty (30) days written notice to Lessors. Lessee shall only be responsible for rent payments up through the effective date of the termination and will not be responsible for any damages to Lessors resulting from such termination.

#### **COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS**

23. All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

#### **DISPUTES CONCERNING LABOR STANDARDS**

24. The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **CERTIFICATION OF ELIGIBILITY**

25. (a) By entering into this contract, the Lessors/Contractors certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. § 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. § 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

#### **NON-DISCRIMINATION**

26. (a) The Lessors/Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity or expression, age, pregnancy, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability. The Lessors/Contractors shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination based on their status as a protected class in all employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.

(b) The Lessors/Contractors shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, sexual orientation, gender identity or expression, age, pregnancy, protected veteran status, or the presence of any sensory, mental, or physical disability. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

(c) Lessors/Contractors shall send to each labor union, employment agency, or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Lessors/Contractors' obligations according to this Agreement and RCW 49.60.

(d) Lessors/Contractors shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.

(e) In the event of non-compliance by the Lessors/Contractors with any of the non-discrimination provisions of the Lease, the Lessee shall have the right, at its option, to terminate the underlying lease, in whole or in part with thirty (3) days written notice to Lessors. Lessee shall only be responsible for rent payments up through the effective date of the termination and will not be responsible for any damages to Lessors resulting from such termination.

## **DISASTER**

27. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessors neglect and/or refuse to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

## **NO GUARANTEES**

28. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of Enterprise Services of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

## **ENERGY CONSERVATION**

29. Lessors has conducted an energy walk-through survey of the leased premises using the DES walk-through survey form. The survey is for the purpose of identifying improvements to maintenance and operating conditions and procedures that would conserve energy. The Lessors shall provide DES with a copy of the completed walk-through form and as soon as practicable thereafter, implement identified improvements to energy conservation maintenance and operating procedures.

## **REIMBURSEMENT FOR DAMAGE TO PREMISES**

30. The Lessee hereby agrees to reimburse the Lessors for damages caused by the negligence of its employees and agents, but in no event shall this paragraph be construed as diminishing the Lessors' duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

## **HAZARDOUS SUBSTANCES**

31. Lessors warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessors shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

## **DUTY TO CURE**

32. Upon receiving notice of a condition requiring cure, the non-breaching party shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition that requires the Lessors to undertake repair/ replacement and/or other maintenance of the premises, (2) a condition where Lessors has failed to maintain a required service or utility account in good standing, and (3) any other condition resulting from a breaching



party's failure to carry out any obligation under the Lease, including without limitation obligations for improvements, alterations, and/or deferred maintenance.

The term "reasonable time" as used within this paragraph of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists, that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the breaching party shall so notify the non-breaching party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the Lessors does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises. Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness that Lessors has of a condition independent of any such notice.

#### **SELF HELP**

33. If the breaching party does not cure within a reasonable time, the nonbreaching party may cure all or part of the default after providing notice to the breaching party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all costs incurred from rent or other charges owed to Lessors. If the nonbreaching party is the Lessors, Lessors will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessors within thirty (30) days or as soon as is practicable. Lessee's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which Lessors is responsible, and all administrative costs the Lessee reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damage

If the Lessee elects to cure using self-help in part or whole, the Lessors shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessors' liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessors, its agents, or employees.

#### **DEFAULT LEADING TO TERMINATION**

34. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days, or commence work to complete the cure for a non-monetary default that would require a longer term to cure, after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined by the Lessee based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The Lessee's determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

#### **WITHHOLDING OF RENT PAYMENTS**

35. If the Lessors fails to maintain, repair and/or improve the premises as set forth herein, the Lessee may, if authorized by the Department of Enterprise Services, withhold ten percent (10%) of rent payments until such time as Lessors completes deficient maintenance, repair and/or improvements. Upon receipt of documentation of Lessors' noncompliance with maintenance, repair and/or improvement provisions and a written request to withhold rent payments from the Lessee, the Department of Enterprise Services shall provide Lessors with a list of deficient maintenance, repair and/or improvement items and notify Lessors that Lessee has been authorized to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Lessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Lessors after the Department of Enterprise Services verifies that Lessors has satisfactorily completed all maintenance, repair and/or improvements and authorizes Lessee to remit the withheld rent. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

#### **CONDEMNATION**

36. If any of the premises or of the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessors reserve all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

#### **MONTH TO MONTH TENANCY**

37. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

#### **DEFAULT**



38.1 The Lessors will inform the Regional Grants Management Officer of any default by the Lessee under the lease as soon as practicable after the day the Lessors first knows of the default.

38.2 The Lessors will inform the Regional Grants Management Officer if the Lessors intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessors notifies the Lessee that it intends to exercise such remedy or remedies, or if the Lessors does not notify the Grantee, on the day that the Lessors decides to exercise any such remedy or remedies.

38.3 The Department of Health and Human Services, Administration for Children and Families shall have 60 days from the date of receipt of the Lessors' notice of default in which to attempt to eliminate the default, and that the Lessors will delay exercising remedies until the end of the 60-day period.

38.4 In the event of a default under the Lease, Lessors agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after The Department of Health and Human Services, Administration for Children and Families has been properly served, in full, as outlined in this agreement with notice of default and intent to exercise remedies, and one of the following events has occurred:

- (a) The responsible Department of Health and Human Services, Administration for Children and Families official informs the Lessors in writing that the Department of Health and Human Services, Administration for Children and Families has decided not to cure the default; or
- (b) The Department of Health and Human Services, Administration for Children and Families fails to timely cure the default within the 60 day period of time set forth in this Agreement.

38.5 The Lessors shall accept payment of money or performance of any other obligation the Department of Health and Human Services, Administration for Children and Families designee, for the recipient, as if such payment of money or performance had been made by the Lessee. In the event that the Lessee defaults, the grant is terminated, or the Lessee vacates the leasehold before the end of the lease term, The Department of Health and Human Services, Administration for Children and Families shall have the right to designate a replacement for the Lessee for the balance of the lease term, subject to approval by the Lessors, which will not be withheld except for good reason.

#### ADDRESSES FOR NOTIFICATION

39. Whenever notice is required under this Lease, the Lessors and the Lessee promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following offices, or to their successors:

- (a) Regional Grants Management Officer

Regional Grants Management Officer  
Office of Grants Management, Region 10  
Administration for Children and Families  
Department of Health and Human Services  
701 5<sup>th</sup> Avenue  
Suite 1600, MS-72  
Seattle, WA 98104  
(206) 615-2614

- (b) Director  
Office of Head Start, Administration for Children and Families  
330 C Street SW  
Mary E. Switzer Building, 4<sup>th</sup> Floor  
Washington, DC 20201  
866-763-6481
- (c) Office of the General Counsel  
United States Department of Health and Human Services  
722A Hubert H. Humphrey Building  
220 Independence Avenue, S.W., Washington, D.C. 20201  
202-690-7741

In addition, if one or more of the offices listed above have a change of name, address, and/or telephone number, the Grantee and the Lessors further covenant and agree to take all reasonable action necessary to discover and notify the appropriate government offices.

#### 40. NOTICE OF FEDERAL INTEREST IN LEASEHOLD

The Lease shall serve as notice to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the Property of the Federal Interest in the Leasehold.

In accordance with the terms of the federal grant, Grant Number 10HP000088-01-00, The Head Start Act, 42 U.S.C. sections 9831-9852c, 45 C.F.R. Parts 75 and 1303, and relevant decisions of the United States Courts, the restriction on the use of the Leased Premises include, but are not limited to the following:

- (a) The Lease Premises may not be used for any purposes inconsistent with that authorized by the Head Start Act and applicable regulations. This is only in respect to the space under the lease.
- (b) The property may not be encumbered other than a normal property mortgage, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible Health and Human Services (HHS) official, which consent shall not be unreasonably withheld conditioned or delayed. If any new lien or other encumbrance affecting title is attached to the leased premises, Lessors will provide Notice as described in this Lease Agreement.
- (c) Neither the Federal grant terms and conditions nor the Federal Interest can be altered, diminished, or nullified by the Lessor's transfer of ownership.

40.1 Federal Interest. The United States Department of Health and Human Services, Administration for Children and Families is providing grant funds for major renovation of the premises and therefore has a 15 (fifteen) year federal interest lien in the value of the federal funded renovations made to the leased property using federal grant funds. The value of the renovations is reduced by one-fifteenth (1/15<sup>th</sup>) after each year of this lease is completed. The parties to this lease acknowledge that if either party cancels the lease before 15 (fifteen) years has elapsed, then the cancelling party will be responsible for compensating the United States Department of Health and Human Services for any remaining value of the renovations in the leased property. In the event of a default by the Lessee, which results in the termination of the lease, the cancelling party will be deemed to be the Lessee.

## **SUBORDINATION**

41. So long as Lessors has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessors, the state's standard Tenant Estoppel and Subordination Agreements, which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

## **CHOICE OF LAW/VENUE/JURISDICTION**

42. This Lease shall be governed by the laws of the State of Washington without regard to the conflict of laws rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Lease must be resolved in the federal or state courts located in Washington.

## **CAPTIONS**

43. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

## **INTEGRATED DOCUMENT**

44. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

## **NOTICES**

45. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSORS: City of Spokane  
Office of Neighborhood & Business Services  
Floor City Hall  
W. 808 Spokane Falls Blvd.  
Spokane, WA 99201

LESSEE: Community Colleges of Spokane  
501 N. Riverpoint Blvd.  
MS- 1006  
Spokane, WA, 99217-6000

46. Signage. Tenant will be allowed reasonable signage on the facility, including use of the existing pylon sign, subject to approval of the Lessors. The Cost of the signage to be borne by the Lessee.

47. Transfer of Lessors Interest. Anything in the Lease to the contrary notwithstanding, this Lease shall be assignable by Lessors without the consent of Lessee. In the event of any transfer or transfers of Lessors interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Lessors shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer,

including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Lessors shall attorn to the transferee.

IN WITNESS WHEREOF, the parties subscribe their names.

COMMUNITY COLLEGES OF SPOKANE

By: Christine Johnson

Title: Chancellor, CCS

Date: 12-3-18

By: Christine Johnson

Title: Chancellor, CCS

Date: 12-3-18

APPROVED AS TO FORM:

By: Emily Yates  
Assistant Attorney General

Date: 12-3-18

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SPOKANE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Choose a jurat from below and erase the others.*

**CORPORATE JURAT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

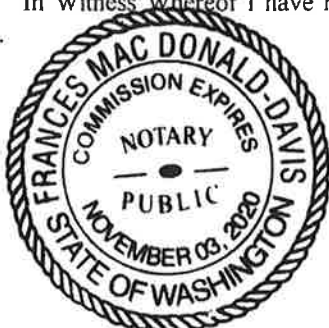
\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

INDIVIDUAL JURAT

STATE OF Washington )  
 ) ss.  
County of Spokane )

I, the undersigned, a Notary Public, do hereby certify that on this 3 day of December, 2018 personally appeared before me Christine Johnson to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that CT signed and sealed the same as CT free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Frances Mac Donald-Davis  
Notary Public in and for the State of Washington,  
Residing at 5415 S. Oakridge Dr  
My commission expires 11-3-20

INDIVIDUAL JURAT

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**INDIVIDUAL JURAT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**MULTI USE JURAT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ and said person(s) acknowledged that \_\_\_\_\_ signed this instrument, and on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**INDIVIDUAL JURAT**

STATE OF WASHINGTON )  
 ) ss.  
County of SPOKANE )

I, the undersigned, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me CHRISTINE JOHNSON to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that SHE signed and sealed the same as HER free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_



## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Housing as a public benefit - Projects of Citywide Significance Incentive Policy Resolution
<b>Date:</b>	12/10/18
<b>Contact (email &amp; phone):</b>	Ben Stuckart/bstuckart@spokanecity.org/509-625-6269
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Urban Experience; PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Spokane Comprehensive Plan Housing Policy 1.3 Spokane Comprehensive Plan Housing Policy 1.10 Spokane Comprehensive Plan Economic Development Policy 1.4 Spokane Comprehensive Plan Economic Development Policy 7.5 Spokane Strategic Plan
<b>Strategic Initiative:</b>	Encouraging Private Investment; Affordable Housing
<b>Deadline:</b>	Will file after committee
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	N/A
<b><u>Background/History:</u></b>  <p>The Spokane City Council passed Resolution 2016-0036 which approved and supported the creation of the Projects of Citywide Significance Incentive Policy. The purpose of the Projects of Citywide Significance Incentive Policy is to provide uniform operating rules and procedures for the consideration and award of financial assistance to development and investment project(s) under the City of Spokane Financial Partnership Portfolio Fund for projects of citywide significance. A project of citywide significance means a single private development which entails the development, construction or physical improvement to real property located within the City of Spokane which equals or exceed \$5 million in value, not including the value of the property itself, for which there is evidence that such project will provide significant public benefits.</p> <p>Projects of citywide significance have added 206 units to the City's housing stock since the policy was created<sup>1</sup> with an additional 165 units pending<sup>2</sup> before the Projects of Citywide Significance Project Review Committee.</p>	
<b><u>Executive Summary:</u></b>  <p>This resolution requests housing be formally added as a public benefit that would make a project eligible under the Projects of Citywide Significance Policy.</p>	

<sup>1</sup> Ridpath – 206 units

<sup>2</sup> The "M" – 114 units; Parkview West Apartments – 51 units

**Budget Impact:**

TOTAL COST: N/A

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy? ☐ Yes ☒ No ☐ N/A

Requires change in current operations/policy? ☒ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers: None

Resolution No. \_\_\_\_\_

A resolution requesting the addition of housing as a public benefit to the Projects of Citywide Significance Incentive Policy.

WHEREAS, the Spokane City Council passed Resolution 2016-0036 which approved and supported the creation of the Projects of Citywide Significance Incentive Policy; and

WHEREAS, the purpose of the Projects of Citywide Significance Incentive Policy is to provide uniform operating rules and procedures for the consideration and award of financial assistance to development and investment project(s) under the City of Spokane Financial Partnership Portfolio Fund for projects of citywide significance; and

WHEREAS, a project of citywide significance means a single private development which entails the development, construction or physical improvement to real property located within the City of Spokane which equals or exceed \$5 million in value, not including the value of the property itself, for which there is evidence that such project will provide significant public benefits; and

WHEREAS, significant Citywide public benefits include bringing new living wage jobs to the community, generating new tax revenues, implementation of the Comprehensive Plan, protecting natural and historic resource, and advancing local, regional, and state economic development objectives; and

WHEREAS, important values for housing in Spokane's Comprehensive Plan include keeping housing affordable, developing a good mix of housing types, and encouraging housing for the low-income and homeless throughout the entire city; and

WHEREAS, Spokane Comprehensive Plan Housing Policy 1.3 calls for the City to provide incentives to sponsor or develop affordable housing in proximity to their place of employment; and

WHEREAS, Spokane Comprehensive Plan Housing Policy 1.10 calls for the City to support and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market; and

WHEREAS, Spokane Comprehensive Plan Economic Development Policy 1.4 encourages public-private partnerships that advance economic development opportunities including the creation of affordable housing for the workforce in proximity to areas targeted for economic growth; and

WHEREAS, Spokane Comprehensive Plan Economic Development Policy 7.5 supports the use of tax incentives and investments to encourage revitalization,

modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity; and

WHEREAS, the City's Strategic Plan supports partnering with large investors to support catalytic development projects; and

WHEREAS, the City's Strategic Plan supports increasing housing quality and diversity; and

WHEREAS, 206 housing units have been created through projects of citywide significance with an additional 165 units pending before the Project Review Committee;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Spokane that we hereby request that "housing" be formally added to the Projects of Citywide Significance Incentive Policy as a significant citywide public benefit.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

## Briefing Paper Urban Experience

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Allocating appropriate Safe & Health strategic investments to address homelessness
<b>Date:</b>	12/10/18
<b>Contact (email &amp; phone):</b>	Ben Stuckart/bstuckart@spokanecity.org/509-625-6269
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Available Housing; Our Most Vulnerable
<b>Deadline:</b>	Will file after committee
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improved resources for homeless families and individuals including access to affordable housing units, rental relocation for current tenants facing eviction, resources for landlords willing to rent to high-risk populations, and continued support of the Envision Center.
<b><u>Background/History:</u></b>  The City Council passed Special Budget Ordinance C35653 on July 28 <sup>th</sup> which appropriated \$2 million in REET Fund reserves to the Community Development Grants Fund for one-time strategic funding for Safe and Healthy Strategic Investments in housing and assisting vulnerable populations. These funds have yet to be allocated to specific programs per City Council direction.	
<b><u>Executive Summary:</u></b> This resolution allocates the \$2 million Safe and Health Strategic Investments for the following purposes: <ul style="list-style-type: none"> <li>\$1.3 million for additional affordable housing units.</li> <li>\$225,000 for the creation of a rental relocation program</li> <li>\$225,000 for creation of a program to assist landlords assist landlords in renting to individuals and families facing homelessness</li> <li>\$200,000 for continued support of the City of Spokane Envision Center</li> </ul>	
<b><u>Budget Impact:</u></b> TOTAL COST: N/A Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.):	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: None	





Resolution No. \_\_\_\_\_

A resolution requesting allocation of the \$2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program, create a program to assist landlords in expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program.

WHEREAS, the Spokane City Council adopted Ordinance C35653 on July 23, 2018, which provided one-time funds for Safe and Healthy strategic investments in housing and for our vulnerable populations; and

WHEREAS, the City of Spokane faces a shortage of affordable housing units including 145 families with housing vouchers currently waiting for available units in Spokane; and

WHEREAS, the City of Spokane has an opportunity to create a program to assist tenants when displaced from a rental unit at no fault of their own; and

WHEREAS, the City of Spokane has an opportunity to assist landlords with resources to expand rental opportunities to individuals and families facing homelessness;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Spokane that we hereby request \$1.3 million of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated immediately for the purpose of adding affordable housing units to the City's housing stock; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane we hereby request \$225,000 of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the creation of a rental relocation assistance program with the goal of assisting tenants who are displaced from a property as a result of rehabilitation, demolition, or acquisition; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane hereby request \$225,000 of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the creation of a program to assist landlords in renting to individuals and families facing homelessness with benefits such as prospective tenant location, mediation services, and access to funds for losses including unpaid rent and excessive damages; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane hereby request \$250,000 of the \$2 million strategic investment dollars appropriated on July 23,

2018, be allocated for the continued support of the City's Envision Center to help HUD-assisted families in Spokane achieve self-sufficiency.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Business & Neighborhood Services, Planning & Development
<b>Subject:</b>	North Monroe Business Assistance Program Recap
<b>Date:</b>	December 10, 2018
<b>Author (email &amp; phone):</b>	Andrew Worlock, 625-6991, <a href="mailto:aworlock@spokanecity.org">aworlock@spokanecity.org</a>
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Urban Development, Finance Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<b>Strategic Key Advancement of:</b> <u>Urban Experience – Strategies and Tactics:</u> <ul style="list-style-type: none"> <li>• <b>Grow targeted areas</b> - Invest in key neighborhoods and business centers; especially PDA's for local and regional economic growth</li> </ul>
<b>Strategic Initiative:</b>	Urban Experience, Sustainable Resources
<b>Deadline:</b>	April 2019 (beginning of 2019 road construction season)
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Extend business support programs utilized for the North Monroe Corridor Project to the next phase of Sprague Avenue (Phase II) to begin in 2019.
<b>Background/History:</b> The City piloted a number of successful programs for the North Monroe Street reconstruction project from Indiana Ave to Kiernan Ave providing support and assistance to the business community along the corridor and offering a template for future corridor based projects.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Façade Grant Program: Initially funded at \$150K the program offered up to \$10,000 per property with a 1:1 match. 27 applications were received when the program opened with \$211K of funds requested. The total value of private sector improvements being leveraged was approximately \$849,000. Based on the demand, the funding was increased to \$210K.</li> <li>• District Wide Marketing program: Funded at \$50K the program funds were used to contract with a marketing firm to provide Marketing services, advertising strategy, and implementation to support the businesses along the North Monroe corridor. A summary of the program and results is attached.</li> <li>• WA State Small Business Development Center (SBDC) Technical Assistance: Funded at \$15K, the program funds were used to contract with the SBDC to survey businesses along the corridor and provide technical assistance to individual businesses on an "as needed," no cost basis. Approximately \$7,500 of the funds were utilized. A summary of the program and results is attached.</li> <li>• Craft 3 North Monroe Loan Fund: Funded with \$50K CDBG dollars, the City partnered with Craft 3 to offer working capital loans to eligible businesses located along the North Monroe Corridor to support business operations during construction disruption. A summary of the program and results is attached.</li> <li>• Based on the success and lessons learned from the programs used for North Monroe Street, it is recommended that believes a commensurate suite of programs be offered for similar corridor improvement projects including the upcoming Sprague Avenue Phase II project.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?

☒ Yes

☐ No

Requires change in current operations/policy?

☐ Yes

☒ No

Specify changes required:

Known challenges/barriers:

DRAFT