

**URBAN EXPERIENCE
COMMITTEE MEETING AGENDA FOR
MONDAY May 10, 2021
1:15 p.m. — Streaming Live Online & Airing on City Cable 5**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on May 10th, 2021** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters, and staff. The public is encouraged to tune in live at the address above.

AGENDA

- I. Call to Order**
- II. Approval of Minutes from April 12th, 2021**
- III. Discussion Items**
 - A. Staff Requests**
 - a. City of Spokane Quarter 1 Economic Indicators- Dr. Patrick Jones (20 min)
 - b. [Resolution Supporting Hooptown USA Designation](#)- Kirstin Davis (10 min)
 - c. Natural Turf Management- Al Vorderbruggen and Carl Strong (10 min)
 - B. Council Requests**
 - a. [Amending the Regulations for the re-use of Historic Properties](#)- Brian McClatchey (10 min)
 - b. C.O.P.S. Update- Patrick Stricker (10 min)
 - c. Housing Action Subcommittee Participation Stipends- Melissa Morrison and Alex Gibilisco (10 min)
 - d. Downtown Restroom Presentation- CM Burke and Melissa Morrison (15 min)
- IV. Standing Topic Discussions**
 - A. Building Permit/Construction Updates- Kris Becker
- V. Consent Items- Briefing Papers Only, No Discussion**
 - A. [Program Year 2019 Continuum of Care Grantee Agreement Amendments](#)- Debbie Cato
 - B. [Contract for Landfill Gas Systems and Cover Repair](#)- Chris Averyt
 - C. [U-Haul Rezone](#)- Melissa Owen

VI. Adjournment

Next Urban Experience Committee meeting will be on Monday, June 14, 2021 at 1:15pm.

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. 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

Division & Department:	NHHS – Special Events
Subject:	Resolution supporting Hooptown USA designation
Date:	April 29, 2021
Author (email & phone):	Kirstin Davis (kdavis@spokanecity.org 625-7773)
City Council Sponsor:	TBD
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Urban Experience, Public Infrastructure, Environment, Sustainability
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Safe & Healthy and Urban Experience
Deadline:	June 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for designation
Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i> <ul style="list-style-type: none"> On a few occasions since 2019, Spokane Hoopfest Association leaders met with various City leaders and WADOT leaders to discuss the possibility of having “Hooptown USA” signs installed at various entry and gateway points to City of Spokane. It has been discussed that Spokane Hoopfest Association would pay for the production of the signs and City of Spokane and WADOT would install them at determined locations. In order to be consistent with other nationally recognized signage projects, it was recommended that a resolution be passed by City Council to designate Spokane as “Hooptown USA”. 	
Executive Summary: <ul style="list-style-type: none"> Propose a resolution designating City of Spokane as “Hooptown USA” Collaborate with Spokane Hoopfest Association to install agreed upon signs at approximately 5-10 agreed upon locations throughout the edges of City boundaries Streets department installs signs by September 1, 2021 in time for the event Sign production costs would be paid for by Spokane Hoopfest Association Streets staff time would be needed to install signs, however could be incorporated into existing schedules and routes of work 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

Resolution No. _____

A resolution regarding designating the City of Spokane as Hooptown USA.

WHEREAS, Spokane has seen basketball success at every level. Even the casual fan knows Gonzaga has become one of the best college basketball programs in the country with twenty-one straight trips to March Madness, including 2 trips to the National Championship and an incredible 30-1 season in 2020-2021. Gonzaga women are also a top-25 program and NCAA tournament regulars. Eastern Washington University have made recent splashes in the NCAA tournament and Whitworth consistent competes for conference, regional and National Championships. High school basketball success is not far behind with a recent National Championship for the Central Valley girls' program in 2018 and back-to-back State Championships for Gonzaga Prep. Smaller, regional high schools make the pilgrimage to Hooptown USA each year for the annual State B Championships. Our basketball prowess continues to the youth level with one of the nation's largest AAU clubs, Spokane AAU, which has seen tens of thousands of athletes compete over it's 32-year history.

WHEREAS, local coaches and players from Spokane have made an impact on the game of basketball on a global scale, with notable high school and college stars such as John Stockton, Adam Morrison, Tanner and Jacob Groves, Lexie and Lacy Hull and Anton Watson being among the many names of Spokane athletes that could fill a Hall of Fame. For every star, thousands more are playing the game for fun and fitness; the courts, both indoors and outdoors, are full of engaged citizens coming together to foster a more healthy and active community.

WHEREAS, Hoopfest - the largest 3on3 basketball tournament on earth and a one-of-a-kind weekend, community festival and extravaganza in which 24,000+ players fill 420+ courts spread over all of Downtown Spokane and more than 250,000 people gather to watch a whole city celebrate its love of the only major sport invented in America. The Hoopfest event generates an estimated \$50,000,000 economic impact to the region each year and is documented in the Guinness Book World Records as the largest 3-on-3 street-basketball tournament in the world. Over it's storied 32-year history, Hoopfest has donated roughly \$3,000,000 back into the community through their partnership with Special Olympics of Washington, donations to various basketball organizations and the creation of 33 community park courts throughout the region.

WHEREAS, Hooptown USA brings together, in one identity, all the recreational and competitive accomplishments of Spokane basketball with the purpose of recognizing Spokane's uniqueness and growing its basketball future. Basketball has seeped into the very fabric of Spokane's culture and holds the power to galvanize the community unlike any other singular element. Hooptown USA is not limited to the playing experience but rather expands the impact to the connections and relationships fostered by the sport. The best example of this connection is Hoopfest's 3,000 volunteers that come together to create the best basketball weekend on Earth. Other examples include the attendance numbers at Gonzaga Basketball games (men's and women's), attendance at NCAA tournament regional games when held in Spokane and the national coverage and notoriety that all of this brings home to Hooptown USA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City of Spokane be designated at Hooptown USA.

ADOPTED by the City Council this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

SPOKANE HOOPFEST ASSOCIATION



OUR MISSION

***BY OFFERING THE BEST MOST
INCLUSIVE EXPERIENCES ON EARTH, WE
STRIVE TO INSPIRE, CONNECT AND
GROW BASKETBALL IN THE GREATER
SPOKANE COMMUNITY.***

VALUES

SPOKANE HOOPFEST ASSOCIATION IS A NON-PROFIT ORGANIZATION THAT BELIEVES IN THE POWER OF BASKETBALL TO INSPIRE, CONNECT, AND ENRICH THE MANY COMMUNITIES WE SERVE. FOUNDED IN 1990 TO HOLD AN ANNUAL 3ON3 TOURNAMENT, SHA NOW HOSTS EXTRAORDINARY YEAR-ROUND BASKETBALL EXPERIENCES IN SPOKANE, WASHINGTON – HOOPTOWN USA.

INSPIRE

- **Teamwork:** harnessing the power of collaboration on and off the court
- **Competition:** giving our all to be the best we can be.
- **Fun:** Creating experiences that are enjoyable for everyone involved.

CONNECT

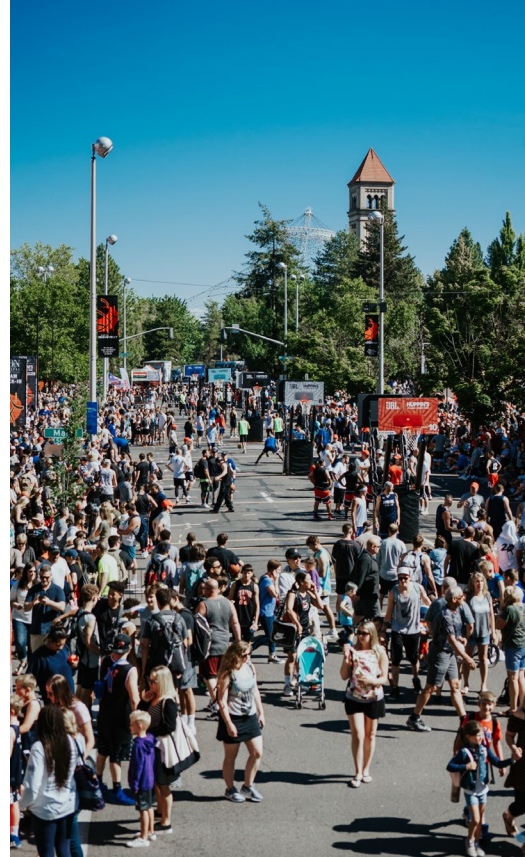
- **Community:** bring people together through our love of basketball
- **Family:** create opportunities to build family

GROW

- **Inclusive:** opportunities for all levels, ages, and abilities
- **Commitment:** dedicated to individuals and the game itself.

PROGRAMS

- 🏀 [SPOKANE HOOPFEST: THE LARGEST 3ON3 TOURNAMENT IN WORLD](#)
- 🏀 [SPOKANE AAU: 2ND - 8TH GRADE BOYS AND GIRLS](#)
- 🏀 [IGNITE BASKETBALL ASSOCIATION: MIDDLE SCHOOL BOYS AND GIRLS](#)
- 🏀 [THE FITZ CLINIC: 8-12TH GRADE BOYS](#)
- 🏀 [THE FITZ TOURNAMENT: HIGH SCHOOL TOURNAMENT FOR BOYS AND GIRLS](#)
- 🏀 [EASTERN WASHINGTON ELITE: HIGH SCHOOL BOYS](#)
- 🏀 [COMMUNITY COURT ENHANCEMENT PROJECT](#)
- 🏀 [COMMUNITY INVESTMENT: \\$ BACK INTO COMMUNITY](#)



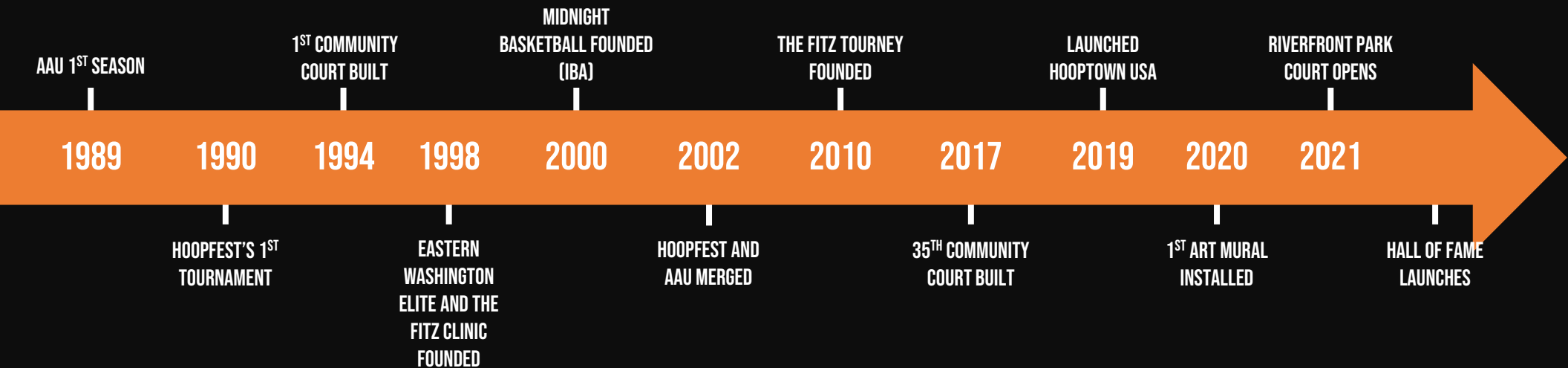


SPOKANE IS HOOPTOWN USA

- ⚡ *HOOPFEST: THE LARGEST 3ON3 TOURNAMENT IN WORLD*
- ⚡ *AAU BASKETBALL*
- ⚡ *TWO COLLEGE TEAMS HAVE BEEN RANKED #1 IN THE NATION: GU/WU*
- ⚡ *CV GIRLS BASKETBALL NATIONAL HS CHAMPIONS 2018*
- ⚡ *GONZAGA UNIVERSITY: MEN'S AND WOMEN'S BASKETBALL*
- ⚡ *WHITWORTH AND EWU BASKETBALL*
- ⚡ *MULTIPLE WASHINGTON HS STATE CHAMPIONS*
- ⚡ *STATE B TOURNAMENT*
- ⚡ *NBC CAMPS*

TIMELINE

Over the past 31 years, the Spokane Hoopfest Association has launched several programs, donated \$2.5m back to local charitable organizations, built over 30 community basketball courts in the Inland Northwest.



ECONOMIC IMPACT SINCE 1990

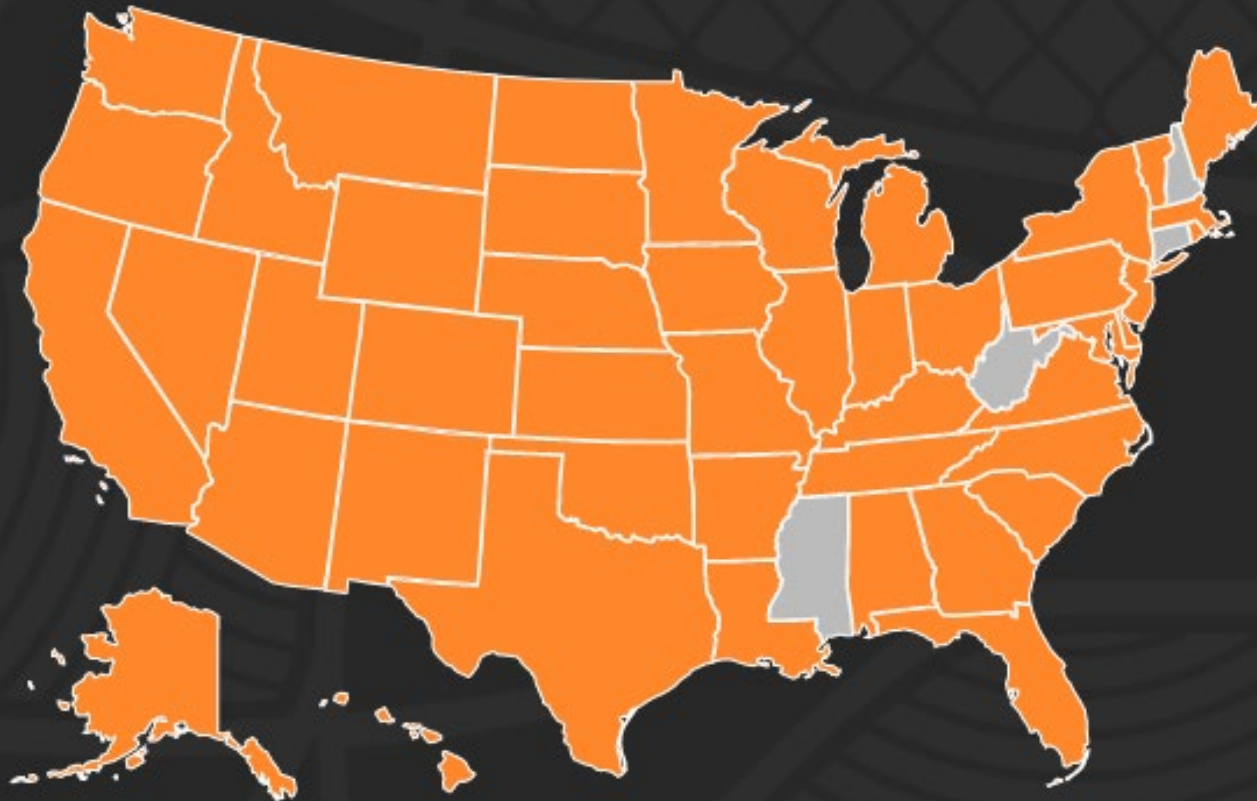
\$1.25B

APPROX. \$47M EACH YEAR

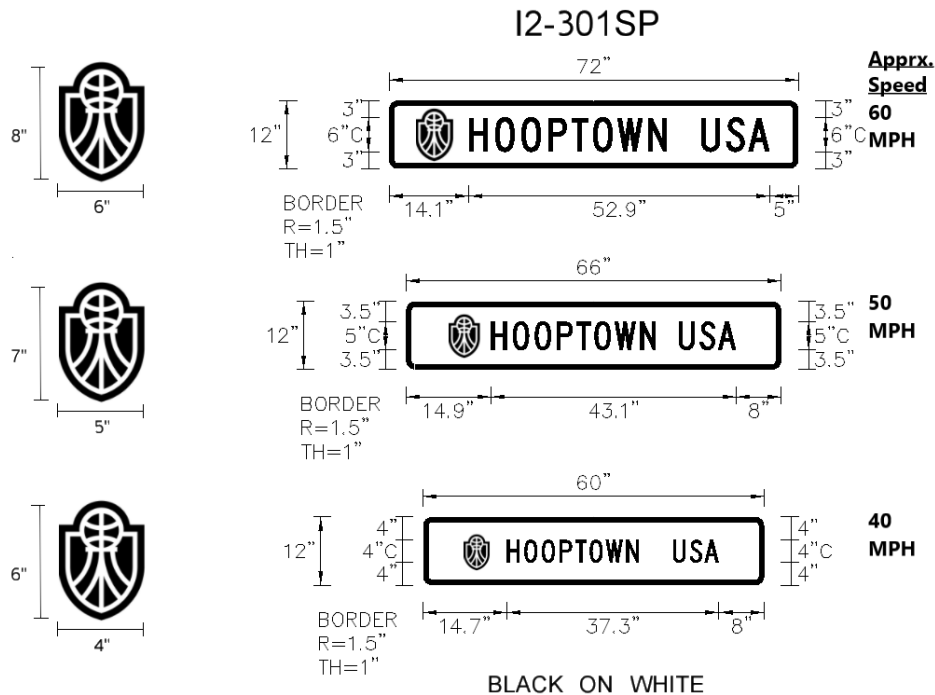
*Based on 2018 Economic Impact Study completed by Gonzaga University School of Business students, with oversight by Professor Scott Bozman. Results were then used to estimate the impact of Spokane Hoopfest on the local economy over the past 30 years.

REGISTERED STATES

SINCE 1990



WELCOME TO HOOPTOWN USA



- US 195 northbound vicinity of Hatch Road. Proposal to use a vertical sign and mount to the southerly most luminaire pole. See attached example. (note sign will be black background with white letters)
- I-90 eastbound top of Sunset Hill at exiting "All American City" sign location. Proposal to remove the existing sign and replace with a vertical sign. The City of Spokane has a plan to install an overhead sign mounted to one of WSDOT's bridges just east of where US 2 enters I-90 eastbound. With that sign in place, the current sign is no longer necessary. See attached example. (note sign will be black background with white letters)
- I-90 westbound vicinity of Havana. WSDOT needs to install an "Entering City of Spokane" sign (green background with white letters), which is currently not installed. We propose the horizontal HOOPTOWN USA sign (black background with white letters), with installation below the "Entering City of Spokane" sign.

SPOKANE IS HOOPTOWN USA

WHEREAS, Spokane has seen basketball success at every level. Even the casual fan knows Gonzaga has become one of the best college basketball programs in the country with twenty-one straight trips to March Madness, including 2 trips to the National Championship and an incredible 30-1 season in 2020-2021. Gonzaga women are also a top-25 program and NCAA tournament regulars. Eastern Washington University have made recent splashes in the NCAA tournament and Whitworth consistently competes for conference, regional and National Championships. High school basketball success is not far behind with a recent National Championship for the Central Valley girls' program in 2018 and back-to-back State Championships for Gonzaga Prep. Smaller, regional high schools make the pilgrimage to Hooptown USA each year for the annual State B Championships. Our basketball prowess continues to the youth level with one of the nation's largest AAU clubs, Spokane AAU, which has seen tens of thousands of athletes compete over its 32-year history.

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Welcome to
Spokane

SPEED
LIMIT
35

 **HOOPTOWN USA**

Briefing Paper

Division & Department:	City Council
Subject:	Amending the regulations for the re-use of historic properties
Date:	March 29, 2021
Author (email & phone):	Brian McClatchey, Director of Policy and Government Relations (625-6210)
City Council Sponsor:	
Executive Sponsor:	N/A
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p>DP 3.10 Zoning Provisions and Building Regulations <i>Utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures.</i></p> <p>DP 3.9 Redevelopment Incentives <i>Provide incentives to property owners to encourage historic preservation.</i></p> <p>DP 3.5 Landmarks Commission <i>Maintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation.</i></p>
Strategic Initiative:	Innovative Infrastructure; Urban Experience; Sustainable Resources
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Clarification of existing regulations concerning the adaptive re-use of historic properties; enhance the role of the landmarks commission's involvement in historic re-use decisions; increased flexibility on the adaptive re-use of historic properties.
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Clarifies policy surrounding the adaptive re-use of historic properties. Known challenges/barriers:	

ORDINANCE NO. C-_____

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

WHEREAS, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

WHEREAS, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

WHEREAS, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

WHEREAS, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.010 Purpose

The purpose of this chapter is to establish clear and efficient standards and process for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

Section 2. That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.110 Development Standards

A. Applicability.

The development standards of this section apply only to those structures ~~((or))~~ listed in the ~~((National))~~ Spokane Register of Historic Places and the property on which they are located. All such structures and properties ~~((listed in the National Register))~~ are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

B. Permits Required.

A change in the use of an historic structure and/or the property on which such structure is located to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. A Certificate of Appropriateness for any new construction on the property must be applied for and received by the Spokane Historic Landmarks Commission before a building permit may be issued.

C. Change in Use.

A change to any use of an historic structure and/or the property on which it is located other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

1. The structure is listed on the Spokane Register ~~((or National Register))~~ of Historic Places.
2. All proposed changes to the structure or the property on which it is located have been approved by the landmarks commission as being compatible with the historical designation of the structure or property, the form of approval being specified in the rules of procedure of the hearing examiner.
3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ~~((building))~~property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
5. Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.

Section 3. That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

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 Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Program Year 2019 Continuum of Care Grantee Agreement Amendments
Date:	4/28/2021
Author (email & phone):	Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
City Council Sponsor:	Council Member Stratton
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	May 24, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<p><u>Background/History:</u></p> <p>The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the April 28, 2021 meeting and HUD has been informed, as required by UFA regulation.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021. • Catholic Charities noted that one of their Permanent Supportive Housing projects was under spending their Supportive Service budget and the other Permanent Supportive Housing project was overspending. The CoC approved an internal transfer of \$90,700 in supportive services between the two PSH projects. There are two (2) amended contracts that need to be approved by the City Council. • City staff worked with Spokane Neighborhood Action Partners (SNAP) staff to look at their two (2) Rapid Rehousing projects and the underspending of the two grant funds. SNAP rapid rehousing staff are spending time trying to house chronic single individuals but the lack of housing in Spokane is causing an inability to find housing, resulting in a significant underspending of rental assistance. We worked with SNAP to reallocate \$60,000 of rental assistance in those two projects into supportive services and administrative expenses where the monies will be spent by the end of the grant period 7/31/2021. The total contract 	

amounts did not change; just the budget line items, and the performance measures changed. These two (2) amended contracts do not need to be approved by the City Council.

- In addition to grants to subrecipients that require contracts between the City and subrecipients, the CoC Program Award includes four (4) grants that are maintained by the City to administer and manage the funds and meet all the regulatory and reporting requirements of HUD under the CoC program. Each of these four (4) grants cover specific activities the City normally participates in to support the CoC program. Due to extenuating circumstances this year related to COVID, not all the activities happened and so with the flexibility our UFA status affords us, we are moving money from two (2) grants with less activity to two (2) grants with more activity so that the City will be able to spend down our grant. There are no contracts that need to be approved by the City Council.
- City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on April 28, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.
- City staff notified HUD of the reallocation of funds on April 28, 2021 after the CoC Board voted to approve the reallocation of funds as required by UFA regulations.
- CHHS is requesting approval of the attached Amended Contracts ending 7/31/2021.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
 Annual/Reoccurring expenditure? ☒ Yes ☐ No
 If new, specify funding source: N/A
 Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
 Requires change in current operations/policy? ☐ Yes ☒ No
 Specify changes required: None.
 Known challenges/barriers: None.

<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>Change \$</u>	<u>New Total</u>
2020-0903	SNAP – Small Cities Rapid Rehousing	WA0119U0T021912	\$0	\$ 91,707
2020-0895	SNAP – Rapid Rehousing without Children	WA0331U0T021904	\$0	\$ 140,193
2020-0924	Catholic Charities WA0285 CCEW PSH Consolidation CoC19	WA0374U0T021903	-\$ 90,700	\$ 215,470
2020-0897	Catholic Charities PSH II	WA0418U0T021903	\$ 90,700	\$ 160,873
2020-0729	City of Spokane – CoC Planning Activities	WA0001U0T021901	-\$ 91,546	\$ 18,500
2020-0729	City of Spokane – CoC UFA Costs	WA0001U0T021901	-\$ 56,546	\$ 53,500
2020-0729	City of Spokane – HMIS	WA0001U0T021901	\$ 95,092	\$281,560
2020-0729	City of Spokane – Administrative Costs	WA0001U0T021901	\$ 53,000	\$168,298



City of Spokane
AGREEMENT AMENDMENT A

Title: Permanent Supportive Housing
Consolidation Program
(WA0374U0T021903)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East Fifth Avenue, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Permanent Supportive Housing Consolidation Program; and

WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds with approval from the Spokane City/County Continuum of Care Board;

WHEREAS, unspent project funds under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020 have been redistributed;

WHEREAS, the parties desire to decrease funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated December 15, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on April 1, 2021.

3. AMENDMENT.

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

6. City's Program Representative Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-220-5616 bschreiber@spokanecity.org	8. City's Contract Representative Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6707 dcato@spokanecity.org
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4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is decreased by **NINETY THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$90,700.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED FIFTEEN**

THOUSAND FOUR HUNDRED SEVENTY AND NO/100 DOLLARS (\$215,470.00) for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Supportive Services	\$203,386
Administration	\$12,084
TOTAL	\$215,470

5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	\$56,889
In-Kind Match	\$0
Total Match Commitment	\$56,889

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

6. AMENDMENT.

SECTION NO. 9.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in ~~Attachment B~~ Attachment 2 and approved by the CITY. Only those

allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ **Attachment 2**. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

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

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

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

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

CATHOLIC CHARITIES OF SPOKANE

By _____
Signature Date

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:
Attachment 1 – Debarment Certification
Attachment 2 – REVISED Grantee Billing Form

DRAFT



City of Spokane
AGREEMENT AMENDMENT A

Title: Permanent Supportive Housing II
(WA0418U0T021901)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East Fifth Avenue, Spokane, Washington 99202 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Permanent Supportive Housing II Program; and

WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City’s entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;

WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated December 15, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on April 1, 2021.

3. AMENDMENT.

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

6. City’s Program Representative Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-220-5616 bschreiber@spokanecity.org	8. City’s Contract Representative Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6707 dcato@spokanecity.org
---	--

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **NINETY THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$90,700.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED SEVENTY THREE AND NO/100 DOLLARS (\$160,873.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Supportive Services	\$157,533
Administration	\$3,340
TOTAL	\$160,873

5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	\$41,054
In-Kind Match	\$0
Total Match Commitment	\$41,054

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

6. AMENDMENT.

SECTION NO. 9.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in ~~Attachment B~~ Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

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

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

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

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

CATHOLIC CHARITIES OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

DRAFT

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Landfill Gas Systems and Cover Repair
Date:	May 10, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Urban Experience Committee/ Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a contract with Glacier Construction Services for needed repairs at the City's landfills.
Background/History: <p>The City operates and maintains the Northside Landfill (NSLF) and Southside Landfill (SSLF). In 2018, evaluations of the cover, gas collection and gas treatment systems for these landfills were conducted and several areas of improvement and repair were identified. Engineering and budgeting for the work followed, culminating in an invitation to bid for the improvements and repairs being issued.</p> <p>On April 19, 2021, bidding closed on PW ITB 5412-21 for these Landfill Improvements. Glacier Construction Services of Mukilteo, WA, was the only respondent. The proposed contract will be for construction services for the needed repairs of the NSLF and SSLF gas collection and cover systems. The contract term will be from June 1, 2021 through December 31, 2021. The cost for this project is \$1,759,005.00 excluding tax plus a 10% administrative reserve of \$175,900.00 plus tax. The funding for this project was included in the 2021 Capital Planner.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with Glacier Construction Services, based on PW ITB 5412-21 for Landfill Site Improvement Services. Construction services will be provided for repairs/improvements needed at the NSLF and SSLF on the gas collection and cover systems. Term from Jun. 1, 2021 through Dec. 31, 2021. Cost of \$1,759,005.00 (excl. tax) plus a 10% administrative reserve of \$175,900.00 (excl. tax). 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Development Services Center - Planning
Subject:	U-Haul Rezone (Type III land use application) – CB-55 to GC-55
Date:	May 10, 2021
Author (email & phone):	Melissa Owen, Assistant Planner, mowen@spokanecity.org , 509.625.6063
City Council Sponsor:	N/A
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 17G.060.170 Land Use Application Procedures Decision Criteria SMC 17G.060T Land Use Application Tables Spokane Comprehensive Plan
Strategic Initiative:	Urban Experience, Safe and Healthy
Deadline:	Ordinance Adoption proposed for May, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of the Hearing Examiners decision, findings and conclusions and changing the City's zoning map from Community Business (CB-55) to General Commercial (GC-55) for property located at 4110 E Sprague Avenue.
<p>Background/History: Pursuant to the type III land use application rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from CB-55 to GC-55 on March 18, 2021 on the request of the owner of certain property located at 4110 E Sprague Avenue. On April 2nd, 2021, the Hearing Examiner recommended approval of said zone change for said property subject to revised conditions. The appeal period for this decision ends on April 29, 2021.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The applicant is proposing a change to the City's Zoning Map to change 4110 E Sprague (an area that encompasses more than half of one city block generally bound by E. Sprague Avenue; S. Havana St., E. Pacific Avenue, and S Myrtle St.) from Community Business (CB-55) to General Commercial (GC-55). All procedural requirements were completed prior to the application being heard before the Hearing Examiner on March 18, 2021. The City's Hearing Examiner approved the rezone on April 2, 2021. The Appeal Period ends April 29, 2021. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map. The proposal is consistent with multiple goals and policies from the land use, economic development, and urban design chapters of the Comprehensive Plan. The primary uses allowed in the Community Business (CB) and General Commercial (GC) zones are the same (table 17C.120-1); however, the General Commercial Zone is more intense than the Community Business as it allows for: <ul style="list-style-type: none"> Permits greater floor area for non-residential purposes and greater building height (current proposal is to maintain max 55' height existing for CB zone); Allows for greater lot coverage, building length, and building height associated with mini-storage uses specifically; and, Affords a greater sq. ft. of industrial category uses (Industrial Service, Manufacturing and Productions, Warehousing and Freight Movement, and Whole Sale Sales) before one of the aforementioned industrial category uses would be required to obtain a Conditional Use Permit. 	

- The Land use Designation remains General Commercial.
- The proposal includes 1 parcel.
 - Location: 4110 E Sprague Avenue
 - Parcel number: 35211.0211 (10.39 acres)

Attachments – Ordinance with proposed Zoning Map exhibit, Current Zoning Map

Budget Impact: N/A

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

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

If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit)

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: N/A

Known challenges/barriers: N/A

ORDINANCE NO. _____

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on March 18, 2021, on the request of the owner of certain property zoned CB-55 and generally located on the southeast corner of the intersection of Sprague Avenue and Havana Street; and on April 2, 2021, approved said zone change subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

**TRACT 1, EXCEPT THE NORTH 489 FEET;
TRACT 2, EXCEPT THE EAST 30.25 FEET OF TRACT 3 AND TRACT 4,
EXCEPT THE WEST 215 FEET;
AND EXCEPT THE SOUTH 135 FEET OF THE WEST 300 FEET ALL IN
VALLEY HOME AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF
PLATS, PAGE 45;**

**TOGETHER WITH INGRESS AND EGRESS EASEMENT AND RECIPROCAL
PARKING AGREEMENT RECORDED DECEMBER 29, 1965 UNDER
AUDITOR'S FILE NO. 167147C AND AMENDED AUGUST 24, 1989 UNDER
AUDITOR'S FILE NO. 8908240227 AND SECOND AMENDMENT TO INGRESS,
EGRESS EASEMENT AND RECIPROCAL PARKING AGREEMENT
RECORDED SEPTEMBER 29, 1997 UNDER AUDITOR'S NO. 4146334;**

**AND EASEMENT AND AGREEMENT RECORDED AUGUST 24, 1989 UNDER
AUDITOR'S NO. 8908240229;**

SITUATE IN THE CITY OF SPOKANE;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

with the GC-55 (General Commercial with a 55' height limit) zoning designation.

Passed the City Council_____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

