

**SPECIAL MEETING NOTICE OF THE
URBAN EXPERIENCE COMMITTEE**

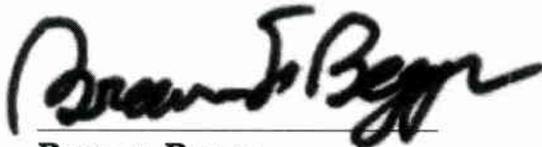
**A special meeting of the Urban Experience Committee will be held
virtually on August 16, 2021 at 10:00 a.m.**

The Spokane City Council's Urban Experience Committee meeting will be held virtually via WebEx at **10:00 a.m. on Monday, August 16, 2021.**

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 meeting of the whole City Council. The Urban Experience Committee meeting is regularly held the 2nd Monday of each month at 1:15 p.m. unless otherwise posted.

The public will be able to tune into the meeting by viewing the meeting live at Channel 5, or at <https://my.spokanecity.org/citycable5/live>, or by calling 1-408-418-9388 and entering the access code #146 231 9644.

See attached agenda



**Breean Beggs
Council President**



**Terri L. Pfister
Spokane City Clerk**

**URBAN EXPERIENCE
COMMITTEE MEETING AGENDA FOR
MONDAY August 16, 2021
10:00 a.m. — Streaming Live Online & Airing on City Cable 5**

The Spokane City Council’s Urban Experience Committee meeting will be held at **10:00 a.m. on August 16th, 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 July 12th, 2020**
- III. Discussion Items**
 - A. Staff Requests**
 - a. [WSDOT Internal Staff Meeting](#)- Bonnie Gow and Greg Figg (20 min)
 - b. [Hillyard Library Building/Central Library Land Title Exchange](#)- Andrew Chanse (15 min)
 - c. [Parking Open Space Master Plan](#)- Garrett Jones (15 min)
 - d. [Long-Term Financial & 2022 Trial Budget Presentation](#)- Amie Blain/Tonya Wallace (45 min)
 - B. Council Requests**
- IV. Standing Topic Discussions**
 - A. Building Permit/Construction Updates**- Kris Becker
- V. Consent Items- Briefing Papers Only, No Discussion**
 - A. [Waterworks Access Frames & Covers- Value Blankets](#)**- Loren Searl
 - B. [Renewal of Value Blanket for Liquid Chlorine](#)**- Loren Searl
 - C. [6” Fire Hydrants- Value Blanket Renewal](#)**- Loren Searl
 - D. [Fabrication and Purchase of Upriver Dam Spillway Gate Stoplogs](#)**- Seth McIntosh
 - E. [MFTE Conditional Agreement- The Falls Tower](#)**- Teri Stripes
 - F. [MFTE Conditional Agreement- E 2nd Apartments](#)**- Teri Stripes

G. [Interlocal Agreement with Spokane County for Preservation Services 2022-2024](#)- Megan Duvall

VI. Adjournment

Next Urban Experience Committee meeting will be on Monday, September 13, 2021 at 1:15 pm.

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

Division & Department:	Integrated Capital Management
Subject:	WSDOT US 2 Corridor Study
Date:	8-16-21
Author (email & phone):	Bonnie Gow, WSDOT, gowbl@wsdot.wa.gov City staff - Inga Note (inote@spokanecity.org , 625-6331)
City Council Sponsor:	
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES, UE
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Comprehensive Plan, 6-Year Street Program
Strategic Initiative:	
Deadline:	
Outcome:	
<p><u>Background:</u> WSDOT will be presenting the recommendations of the US 2 Corridor Study, which focused on US 2 from Fairchild Airforce Base to the Airport Way interchange in Spokane. Agency partners included City of Spokane, City of Airway Heights, Spokane County, Spokane Tribe, Kalispell Tribe, Spokane Transit Authority, Spokane Airports, SRTC and S3R3.</p> <p>The presentation will cover the study purpose, market based land use assessment, mobility and safety, emerging "Practical Solution" strategies and next steps.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Creates a long range plan for US 2 intersection improvements • Traffic Circulation Plan Strategies for US 2 • Live online study, (ongoing future updates) www.connectwestplains.com 	
<p><u>Budget Impact:</u> 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: Arterial Streets Fund Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u> 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:</p>	

Briefing Paper

Urban Experience Committee

Division & Department:	Spokane Public Library
Subject:	Hillyard Library Building/Central Library land title exchange
Date:	08/2021
Author (email & phone):	Andrew Chanse, achanse@spokanelibrary.org , 444-5305
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Andrew Chanse
Committee(s) Impacted:	Urban Experience
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)	http://future.spokanelibrary.org/
Strategic Initiative:	Vision for Renewed Library System (Implementation)
Deadline:	September 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Transfer for property title and building structure between City of Spokane and Spokane Public Library
Background/History:	
<ul style="list-style-type: none"> Spokane Public Library will be moving the Hillyard Library into our new location by September 2021 thereby vacating the current location at the NE Community Center campus There has been community interest in the future use of the Hillyard Library building In 1961, the Comstock Foundation gifted the property the Central Library sits on to the City of Spokane solely for the use of a public library. As such, SPL has been the caretakers since that time Voters have backed SPL's presence at the Central Library site twice through bond initiatives For both the Hillyard site and the Central Library site the city holds title to the land and the library owns the building Spokane Public Library's Board of Trustees is proposing an no cost exchange between the City of Spokane and the Spokane Public Library that would allow both properties to be utilized at their highest use for the community and clean up This action would align with the spirit of the collaborative 2018 SPS/SPL/CoS bond initiatives and mirrors the East Side Library Building exchange for The Hive land completed by CoS and SPL in 2019 	
Executive Summary:	
The City of Spokane would enter into an agreement to facilitate the transfer of the Hillyard Library building to the City of Spokane and all related physical appurtenances on the condition of the transfer of legal title to the real property located at 906 W Main Avenue (Assessor's Tax Parcel No. 35183-0036), to the Library as more particularly described on attached Exhibit B ("Central Library Branch Property") and the ceasing of operations at the current Hillyard Library.	
Budget Impact:	
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.)	
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: Approval of exchange	
Known challenges/barriers:	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of Spokane, a Washington State municipal corporation, as "City," and the Spokane Public Library, a department of the City operating under Chapter 27.12 RCW, as "Library," jointly referred to as the "parties."

WHEREAS, the voters of the City approved a library bond measure in the fall of 1990, as more fully set forth in Ordinance No. C-29744, passed by the City Council on June 18, 1990; and

WHEREAS, the bond measure included the acquisition, construction and installation of a new Central Library Branch located at 906 W Main Avenue and a new Hillyard Library Branch located at 4005 N Cook Street; and

WHEREAS, the Central Library Branch was constructed on the site of the then-existing main library, which was demolished to accommodate the construction of the new Central Library Branch; and

WHEREAS, the Spokane County Assessor's records lists the Library as the taxpayer and the City as the owner for the property located at 906 W Main Avenue; and

WHEREAS, the Hillyard Library Branch was constructed using 1990 bond revenue, is owned by the Library and is located on land owned by the City; and

WHEREAS, the Spokane County Assessor's records lists the City as the owner and taxpayer for the property located at 4001 N Cook Street, which encompasses the North East Community Center campus; and

WHEREAS, the Library has operated, maintained and made improvements to the Hillyard Library Branch building for approximately the past twenty-five years; and

WHEREAS, a new Library bond was approved by the voters in the fall of 2018, which included a complete renovation of the Central Library Branch and the construction of a new Hillyard Library Branch constructed in conjunction with the Spokane Public School's construction of the new Shaw Middle School, which will replace the Hillyard Library Branch.

NOW, THEREFORE, pursuant to the recitation set forth above, the parties agree to the following terms and provisions set forth in this Memorandum of Understanding:

- 1) the Spokane Public Library, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, does grant, bargain, sell, transfer, convey, deliver and assign to the City, free and clear of all liens and encumbrances, the Hillyard Library Branch building and all of the improvements

and appurtenances located on property described Exhibit A (“Hillyard Library Branch property”). The transfer of the Hillyard Library Branch building shall not include any of the Library material located in the Hillyard Library Branch including, but not limited to, Library reading and research material, computers and furniture but does include physical improvements and appurtenances to the building.

2) The transfer of the Hillyard Library Branch building, improvements and appurtenances located on the property listed in Exhibit A shall become effective and the City may take possession upon the following conditions:

1) The City has transferred legal title to the real property located at 906 W Main Avenue (Assessor’s Tax Parcel No. 35183-0036), to the Library as more particularly described on attached Exhibit B (“Central Library Branch Property”) and

2) The Library has provided written notice to the City that the Library has ceased all operations at the Hillyard Library Branch.

This Memorandum of Understanding shall be governed, construed and interpreted in accordance with the laws of the State of Washington.

In witness whereof, the Parties hereto have executed this Bill of Sale as of the date set forth below.

SPOKANE PUBLIC LIBRARY

CITY OF SPOKANE

By: _____
Date: _____
Printed Name: _____
Title: _____

By: _____
Date: _____
Printed Name: _____
Title: _____

Approved as to form:

Attest:

Assistant City Attorney

City Clerk

EXHIBIT A

Legal Description of Hillyard Library Branch Property

HUGHSON & CHAMBERLIN'S ARLINGTON HEIGHTS 1ST ADD: LOTS 1 THRU 12 AND LOTS 37 THRU 48 OF BLK 27 TOG W/ LOTS 1 THRU 13, E 5 FT OF LOT 14 EXC S 35 FT, & S 35 FT OF LOTS 14 THRU 24, & LOTS 25 THRU 48 BLK 30; TOG W/ PTN OF VAC WALTON AVE PER LYG W OF COOK ST AND E OF A LN DRAWN 270FT E OF STONE ST,

located in the City and County of Spokane, WA.

EXHIBIT B

Legal Descriptions of Central Library Branch Property

18-25-43 PTN OF SE1/4 OF SW1/4 DAF; BEG AT NE COR OF MAIN AVE AND MONROE ST TH NLY ALG TH ELY R/W LN OF MONROE ST 182.00FT TH E 108.65FT TO BEG OF A NON-TAN CUR TO THE RT TH NELY AL G SD CUR THROUGH AC/A OF 18DEG 22MIN 03SDS AND A RAD OF 849.72F T A DIST OF 272.37FT TO WLY R/W LN LINCOLN ST TH S ALG SD R/W LN TO NLY R/W LN OF MAIN AVE TH WLY ALG SD NLY R/W LN TO POB EXC PTN OF SE1/4 OF SW1/4 DAF; BEG AT INTERSEC OF E LN OF MONROE ST WITH N LN OF MAIN AVE TH NLY ALG E LN OF MONROE ST 114.85FT TH ELY AT R/A TO E LN OF MONROE ST 141.75FT TH SL Y PAR WITH E LN OF MONROE ST 114.85FT M/L TO N LN OF MAIN AVE TH WLY ALG N LN OF MAIN AVE TO POB EXC ALL RDS

located in the City and County of Spokane.

LITIGATION OR TRUSTEE'S SALE GUARANTEE

Guaranty No. : C-199760-JM
Effective Date : JUNE 25, 1991 at 8:00 a.m.
Liability : \$250.00
Premium : \$250.00
Tax : \$19.76

Assured:

Spokane City Library

The estate or interest in the land described or referred to in this schedule covered by this guarantee is:

FEE SIMPLE ESTATE

Title to said estate or interest at the date hereof is vested in:

City of Spokane, a municipal corporation

The land referred to in this guarantee is located in the County of SPOKANE, State of Washington, and described as follows:

Parcel "A"

That part of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 18, Township 25 North, Range 43, EWM, described as follows:

Beginning at the NW corner of Main Avenue and Lincoln Street; thence N 89°58' W along the north right-of-way line of Main Avenue, 153.48 feet; thence N 59°42'40" W along a straight line, 34.73 feet; thence N 56°12'45" W along a straight line, 79.95 feet to the beginning of a non-tangent curve to the right; thence NEly along said curve, through a central angle of 11°9'30" and a radius of 516 feet (Long Chord bears N 38°3'15" E) 100.33 feet to a point of compound curvature; thence NEly along a curve to the right, through a central angle of 13°28'40" and a radius of 800.72 feet (Long Chord bears N 50°22'20" E), 187.92 feet to a point of compound curvature; thence NEly along a curve to the right, through a central angle of 53°54'30" and a radius of 49 feet (Long Chord bears N 84°3'30" E), 44.42 feet to a point on the west right-of-way line of Lincoln Street; thence S 0°10'30" W along the west right-of-way line of Lincoln Street 265.5 feet to the point of beginning.

Parcel "B"

That part of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 18, Township 25 North, Range 43, EWM, described as follows:

Beginning at the NE corner of Main Avenue and Monroe Street; thence N 0°2' along the east right-of-way of Monroe Street, 114.85 feet which is the true point of beginning; thence continuing along said right-of-way line 87.15 feet to a point; thence N 90° east along a straight line, 108.65 feet to the beginning of a non-tangent curve to the left; thence SWly along said curve, through a central angle of 0°40'10" and a radius of 849.72 feet, (Long Chord bears S 43°58' W), 9.92 feet to a point of compound curyature; thence SWly along a curve to the left, through a central angle of 7°53'50" and a radius of 565 feet (Long Chord bears S 39°41' W), 77.81 feet; thence N 89°58' W along a straight line, 51.88 feet to the point of beginning.

Exceptions:

1. General taxes for 1991, in the sum of \$.00, are paid in full.
Assessor's Parcel No. 35183.0036 & 35183.0050(new), Code 001)

Said taxes affect said premises and other property.

Said taxes as billed for the current year reflect an exemption as allowed under Chapter 84.36 RCW. Any change in ownership of said premises during the current calendar year may result in a full assessment. For further information, the County Treasurer must be consulted.

2. Subject to "existing encroachments, if any, of public streets, highways, sidewalks, bridges, viaducts or utilities upon said premises", referred to in deed from the Great Northern Railway Company to the vestee herein, recorded May 18, 1965, under auditor's file No. 109115C, which deed also excepts and reserves to the grantor "its successors and assigns, forever, all iron, natural gas, coal, oil and all minerals of any nature whatsoever, upon or in said land together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors and assigns."
3. An easement and right of way, together with the right to construct, imbed, maintain, operate, repair and renew its down town intercepting sewer in, through and across a strip of land ten feet wide, extending from Lincoln Street to a point in Monroe Street, about 380 feet north from the north line of Main Avenue, five feet lying on each side of the following described line: Beginning at a point on the extended west line of Lincoln Street 325.37 feet, more or less, north from the north line of Main Avenue; thence northwesterly 29.12 feet, more or less, along a straight line forming an angle of $48^{\circ}40'$ with the extended west line of Lincoln Street; thence turning an angle of $38^{\circ}8'$ to the left and running along a straight line 77.25 feet, more or less, to a point; thence turning an angle of $6^{\circ}59'$ to the left and running along a straight line 62.77 feet, more or less, to a point; thence turning an angle of $4^{\circ}45'$ to the right and running along a straight line 98.14 feet, more or less, to a point; thence turning an angle of $11^{\circ}10'$ to the right and running along a straight line 95.69 feet, more or less, to a point; thence turning an angle of $60^{\circ}0'$ to the right and running along a straight line 14.14 feet, more or less, to a point 380 feet, more or less, north, and 4.85 feet, more or less, east from the intersection of the center line of Monroe Street and the north line of Main Avenue, as appropriated by the City of Spokane, a municipal corporation, by judgement of appropriation rendered in Case No. 46119 of the Superior Court of the State of Washington, in and for Spokane County.
4. Covenants, Conditions and Restrictions, contained in Deed, as follows:
Recorded : September 28, 1961
Auditor's No. : 810897B
Executed by : R. E. Lowe, Earl Braden and Horton Herman, as Trustees,
d/b/a Comstock Foundation

As Follows:

1. The Grantee by official action of its City Council shall accept the above described property to be used solely as a public library.
 2. The Grantee agrees within a reasonable time to renovate for library use the building situate on said property.
 3. The aforesaid library building shall bear the name "The Comstock Library" or some similar name, including always the word "Comstock".
 4. The Grantor herein expressly gives unto the Grantee the authority to sell the above described property in the event the said Grantee finds it necessary and expedient for to do: Provided that the proceeds of such sale shall be used for public library building purposes, and such building shall bear the name as hereinabove provided.
5. Agreement executed by and between the parties herein named upon the conditions therein provided.
- | | | |
|---------------|---|--|
| Between | : | The City of Spokane and The Washinton Water Power Company |
| Dated | : | July 31, 1990 |
| Recorded | : | September 4, 1990 |
| Auditor's No. | : | 9009040027 |
| Providing | : | Installing and maintaining an access and temporary structures and for storing any equipment related to Grantee's construction of its MONROE STREET HYDRO-ELECTRIC PROJECT. |

Notes:

1. In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our schedule.

(End of Schedule B)

END OF EXCEPTIONS

18-25-43 NW 32

350480C

FILED OR RECORDED
VOL. PAGE OF REQUEST OF
PIONEER NATIONAL TITLE

1968 MAR 11 AM 8 45

e-25004

VERNON W. OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
MAIL TO DEPUTY

QUIT CLAIM DEED (DEED OF CORRECTION)

32

KNOW ALL MEN BY THESE PRESENTS, That EARL D. McCARTHY and CATHARINE B. McCARTHY, husband and wife, and SAMUEL S. JOHNSON and ELIZABETH H. JOHNSON, husband and wife, hereinafter called the Grantors, for and in consideration of ONE DOLLAR (\$1.00) and the mutual advantages of the parties, do hereby convey and quit claim unto the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter called the Grantee, all of the Grantors' estates, rights, titles, interests, claims and demands now owned or hereafter acquired in the following described real estate, situated in the City of Spokane, County of Spokane, State of Washington:

Part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43 E.W.M., described as follows:

Beginning at the northwest corner of Main Avenue and Lincoln Street; thence northerly along the west right of way line of Lincoln Street, 300 feet to the true point of beginning; thence continuing northerly along said right of way line 43.20 feet; thence southwesterly along a non-tangent curve to the left through a central angle of 50°47'45" and radius of 849.72 feet (Long Chord bears south 59°45'20" west), 85.95 feet to a point on the south property line of said parcel; thence east along the south property line, 74.02 feet to the true point of beginning; and

Part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43 E.W.M., described as follows:

Beginning at a point on the west line of Lincoln Street 300 feet northerly from the northwest corner of Lincoln Street and Main Avenue; thence west along a straight line, 81 feet; thence south 66°23' west along a straight line, 26 feet; thence south 43°37' west along a straight line, 53.35 feet to the true point of beginning; thence continuing along said line 61.65 feet; thence south 73°23'30" west along a straight line, 13.20 feet to the beginning of a non-tangent curve to the right; thence northeasterly along said curve through a central angle of 40°57'10" and radius of 849.72 feet (Long Chord bears north 48°45' east) 73.57 feet to the true point of beginning.

(This Deed is executed by the Grantors to the Grantee in correction of that certain Quit Claim Deed dated August 18, 1967, by and between the same parties as Grantor and Grantee, in which an error of description was made. Such original deed as just before noted is Instrument No. 328108C in Volume 895, Page 266 of the Records of Deeds in the Auditor's

1/2 R. & Excise Tax Exempt
Date 3-11-1968
By *[Signature]*
Spokane County Treasurer

200

Office, Spokane County, Washington.)

Dated this 31st day of January, 1968.

Earl D. McCarthy
Catharine B. McCarthy
Samuel S. Johnson
Elizabeth H. Johnson

STATE OF WASHINGTON:
County of Spokane : ss.

I, the undersigned, a Notary Public in and for the above-named County and State, do hereby certify that on this 31st day of January, 1968, personally appeared before me EARL D. MCCARTHY and CATHARINE B. MCCARTHY, husband and wife, to me known to be the persons described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

Francis Clay
Notary Public in and for the State
of Washington, residing at Spokane

STATE OF Oregon :
County of Beschutes : ss.

I, the undersigned, a Notary Public in and for the above-named County and State, do hereby certify that on this 31st day of January, 1968, personally appeared before me SAMUEL S. JOHNSON and ELIZABETH H. JOHNSON, husband and wife, to me known to be the persons described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

Martha I. Stranahan Martha I. Stranahan
Notary Public in and for the State
of Oregon, residing
at Redmond, Oregon 97716

Approved as to Form:
Norman K. Fowler
Corporation Counsel

Approved: J. H. Salas
City Manager

317158C

C-31626-3

AGREEMENT

THIS AGREEMENT Made and entered into this 30th day of June, 1967, by and between R. E. LOWE, EARL BRADEN and HORTON HERMAN, as Trustees, d/b/a COMSTOCK FOUNDATION, hereinafter referred to as Foundation, and the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter called City,

WITNESSETH:

WHEREAS, prior hereto the Foundation by appropriate deed dated September 27, 1961, deeded to the City by Quit Claim Deed that certain real property described as follows:

All that part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18-25-43 E.W.M., described as follows: Beginning at the intersection of the North Line of Main Avenue with the West Line of Lincoln Street; thence Northerly along the West Line of Lincoln Street a distance of 300 feet; thence due West along the extended Southerly Line of Trent Avenue a distance of 81 feet; thence South 66 $^{\circ}$ 23' West a distance of 26 feet; thence South 43 $^{\circ}$ 37' West a distance of 115 feet; thence South 73 $^{\circ}$ 23 $\frac{1}{2}$ ' West a distance of 68.64 feet; thence South 86 $^{\circ}$ 36' West a distance of 76.25 feet, more or less, to a point on the East Line of Monroe Street which is 182 feet North of the North Line of Main Avenue; thence Southerly along the East Line of Monroe Street a distance of 67.15 feet; thence Easterly at right angles to the East Line of Monroe Street a distance of 141.75 feet; thence Southerly parallel with the East Line of Monroe Street a distance of 114.85 feet to the North Line of Main Avenue; thence Easterly along the North Line of Main Avenue a distance of 183.48 feet, more or less, to the point of beginning, and

Excluding that part described as follows: Beginning at the intersection of the North Line of Main Avenue with the West Line of Lincoln Street; thence Northerly along the West Line of Lincoln Street a distance of 240 feet; thence due West along a line parallel to the North Line of Main Avenue a distance of 50 feet; thence Southwesterly in a straight line a distance of 110 feet to a point 175 feet North of the North Line of Main Avenue; thence Southwesterly in a straight line a distance of 85 feet, more or less, to a point 125.75 feet East of the East Line of Monroe Street and 114.85 feet North of the North Line of Main Avenue; thence East along a line parallel to the North Line of Main Avenue a distance of 15 feet to a point 141.75 feet East of the East Line of Monroe Street and 114.85 feet North of the North Line of Main Avenue; thence South along a line parallel to and 141.75 feet East of the East Line of Monroe Street a distance of 74.85 feet, more or less, to a point 40 feet North of the North Line of Main Avenue; thence Southeasterly a distance of 56 feet, more or less, to a point on the North Line of Main Avenue 104.75 feet East of the East Line of Monroe Street; thence East along the North Line of Main Avenue to the point of beginning;

All in the City of Spokane, County of Spokane, State of Washington.

800

317158C

which deed provided amongst other things that the City accepted such property as a gift of the Foundation, to be used solely as a public library, and further, that the Foundation granted to the City the authority to sell the above-described property, provided that the proceeds of such sale should be used for public library purposes, and

WHEREAS, the City Council, the governing body of the City, has found that as a public necessity a portion of the above-described property is needed and required for the public movement of traffic and the public safety, and has designed and laid across the northerly edge of the above-described grant a roadway, which roadway is contained in the land described as follows:

Part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43, EMM, Spokane, Spokane County, Washington, described as follows:

Beginning at the northwest property corner of Main Avenue and Lincoln Street; thence northerly along the West line of Lincoln Street, 300 feet, which is the true point of beginning; thence West along a straight line, 74.02 feet to the beginning of a non-tangent curve to the left; thence southwesterly along said curve through a central angle of 5°38' radius of 849.72 feet, (Long Curve bears south 54°2'30" West), 83.54 feet; thence south 43°37' West along a straight line, 61.65 feet; thence South 73°23'30" West along a straight line, 13.20 feet to the beginning of a non-tangent curve to the left; thence southwesterly along said curve through a central angle of 2°38'20" and radius of 849.72 feet, (Long Curve bears South 44°57'10" West), 39.13 feet to a point of compound curve; thence southwesterly along a curve to the left through a central angle of 7°53'50" and a radius of 565 feet, (Long Curve bears South 39°41' West), 77.87 feet; thence South 89°58' East along a straight line, 61.90 feet to beginning of a non-tangent curve to the right; thence northeasterly along said curve through a central angle of 3°53'38" 30" and radius of 516 feet, (Long Curve bears North 41°41'15" East), 35.05 feet to a point of compound curve; thence northeasterly along a curve to the right through a central angle of 13°28'40" and a radius of 800.72 feet, (Long Curve bears North 50°22'20" East), 188.35 feet to a point of compound curve; thence along a curve to the right, through a central angle of 53°54'20" and a radius of 49 feet, (Long Curve bears North 84°3'30" East), 46.1 feet to a point on the West line of Lincoln Street; thence northerly along the West line of Lincoln Street 34.5 feet to the point of beginning.

together with that portion of the originally described property herein described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43 EMM, Spokane, Spokane County, Washington, described as follows:

317159C

Beginning at a point on the North line of Main Avenue 153.48 feet west of intersection northwest corner of Main Avenue and Lincoln Street; thence continuing westerly 30 feet to a point on said North line of Main Avenue; thence northerly 17.5 feet to a point on a line 133.48 feet west of and parallel to West line of Lincoln Street; thence southeasterly on straight line to point of beginning, and

WHEREAS, in the course of building and maintaining such roadway across the property so described above, the City shall require from the adjoining property owner to the north of said roadway certain parcels of land, and in turn by agreement shall be required to deed to such contiguous property owner two parcels of land of a lesser area than that it shall receive, and that the land to be deeded by the City to such contiguous third party property owner is a part of the original grant from the Foundation to the City first above described, and it being to the mutual advantages and purposes of the parties that ^{be} deeds, consents and moneys/appropriated by the City according to the requirements of the gift of the Foundation above noted.

NOW, THEREFORE, in consideration of the matters and things mutually herein agreed to be done, it is hereby agreed:

1. That the Foundation does hereby consent and agree to the use of the property above described to be used for a roadway, and that the City may, by the Foundation's consent, dedicate to the public use for roadway purposes such described land, such dedication to be superimposed and laid over and upon such land by such dedication, it being, however, acknowledged between the parties that such land underlying such dedication shall remain the property of the City of Spokane for public library purposes, and to continue to be held by the City for such purposes as provided for in the deed of gift by the Foundation above referred to.

2. That the Foundation shall quit claim to the City of Spokane the following described parcels of land, to-wit:

A. Part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43 EWM, Spokane, Spokane County, Washington, described as follows:

Beginning at the northeast corner of Main Avenue and Monroe Street; thence northerly along the East right of way line of Monroe Street, 182.00 feet, which is the point of beginning; thence East along a straight line, 103.65 feet to the beginning of a non-tangent curve to the right; thence northeasterly along said curve, through a central angle of $1^{\circ}58'10''$ and radius of 849.72 feet, (Long Curve bears North $45^{\circ}16'45''$ east), 29.21 feet; thence South $73^{\circ}23'30''$ West along a straight line 55.00 feet; thence South $86^{\circ}36'$ West along a straight line 76.25 feet to the point of beginning.

- B. Part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43, E.M., Spokane, Spokane County, Washington, described as follows:

Beginning at a point on the west right of way line of Lincoln Street, 300 feet north of the northwest corner of Lincoln Street and Main Avenue; thence West along a straight line 74.02 feet to the beginning of a non-tangent curve to the left, which is the point of beginning; thence southwesterly along said curve, through a central angle of $5^{\circ}38'$ and radius of 849.72 feet, (Long Curve bears South $54^{\circ}2'30''$ West), 83.54 feet; thence North $43^{\circ}37'$ East along a straight line 53.35 feet; thence South $66^{\circ}23'$ West along a straight line, 26 feet; thence East along a straight line 6.98 feet to the point of beginning.

with the knowledge and understanding that the just above-described property shall by the City be conveyed and deeded away as consideration for lands to be received by cross-deed from the contiguous land owners to the north of said roadway.

3. That in pursuance of the agreed terms set forth in the grant of the Foundation above noted whereby the City agreed, in receiving such gift, that if any of the property received for public library purposes should be sold, the proceeds of such sale should be used for public library building purposes, the City does hereby agree to appropriate from the General Fund of the City the sum of TEN THOUSAND DOLLARS (\$10,000) to be allocated and appropriated to the "Capital Outlay Section of the Library Fund" of such City, such \$10,000.00 to thereafter be used only for capital outlay purposes for or on the building of the library system located upon the granted lands above noted and designated "Comstock Public Library."

4. It is further agreed between the parties that this agreement concerning this portion of the land by deed of gift received from the

317159C

Foundation by the City by Quit Claim Deed under date of September 27, 1961, as above noted shall apply to the transaction in this agreement set forth, and shall not be construed as any course of action or policy of either of the parties with reference to the balance of the land described in said Quit Claim Deed and gift just noted.

THIS AGREEMENT executed this 10th day of June, 1967.

Walter Hoffman
R. E. Lane
x Earl H. Braden
As Trustees, d/b/a COMSTOCK
FOUNDATION

CITY OF SPOKANE, a municipal corporation

By Earl Jones
Mayor

Attest: aa Brown
City Clerk

Approved as to Form: James R. Under
Corporation Counsel

Approved: W. H. Under
City Manager

MS R. S. Goshen Tax Examiner
Date 9-7 1967
By C. Smith
Deputy County Treasurer

18-25-43 SESW

Lot

810897B
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That R. E. LOWE,
EARL BRADEN and HORTON HERMAN, as Trustees, d/b/a COMSTOCK
FOUNDATION, hereinafter called the Grantor, as a gift
and for the purposes hereinafter named, do hereby convey
and quit claim unto the CITY OF SPOKANE, a municipal
corporation of the State of Washington, hereinafter called
the Grantee, all the Grantor's estate, right, title, interest,
claim and demand now owned or hereafter acquired in the
following described real estate, situated in the City of
Spokane, County of Spokane, State of Washington:

All that part of the SE 1/4 of the SW 1/4 of Section
18, Tp. 25 N., R. 43 E.W.M., in the said City of
Spokane, described as follows:

BEGINNING at the intersection of the North line of
Main Avenue with the West line of Lincoln Street;
thence northerly along the West line of Lincoln
Street a distance of 300 feet; thence due West along
the extended southerly line of Trent Avenue a
distance of 81 feet; thence S. 66° 23' W. a distance
of 26 feet; thence S. 43° 37' W. a distance of 115
feet; thence S. 73° 23 1/2' W. a distance of 68.64
feet; thence S. 86° 36' W. a distance of 76.25 feet,
more or less, to a point on the East line of Monroe
Street which is 182 feet north of the North line
of Main Avenue; thence southerly along the East
line of Monroe Street a distance of 67.15 feet;
thence easterly at right angles to the East line of
Monroe Street a distance of 141.75 feet; thence
southerly parallel with the East line of Monroe
Street a distance of 114.85 feet to the north line
of Main Avenue; thence easterly along the North line
of Main Avenue a distance of 103.48 feet, more or
less, to the point of beginning.

SUBJECT to an easement and right of way together with
the right to construct, imbed, maintain, operate, repair
and renew its down town intercepting sewer in, through
and across a strip of land ten feet wide, extending from
Lincoln Street to a point in Monroe Street, about 300
feet north from the north line of Main Avenue, five
feet lying on each side of the following described
line: Beginning at a point on the extended west line
of Lincoln Street 325.37 feet, more or less, north
from the north line of Main Avenue; thence northwesterly
29.12 feet, more or less, along a straight line forming
an angle of 48° 40' with the extended west line of

Lincoln Street; thence turning an angle of 38° 8' to the left and running along a straight line 77.25 feet, more or less, to a point; thence turning an angle of 6° 59' to the left and running along a straight line 62.77 feet, more or less, to a point; thence turning an angle of 4° 45' to the right and running along a straight line 98.14 feet, more or less, to a point; thence turning an angle of 11° 10' to the right and running along a straight line 95.69 feet, more or less, to a point; thence turning an angle of 60° 0' to the right and running along a straight line 14.14 feet, more or less, to a point 380 feet, more or less, north, and 4.85 feet, more or less, east from the intersection of the center line of Monroe Street and the north line of Main Avenue, as appropriated by the City of Spokane, a municipal corporation, by judgment of appropriation rendered in Case No. 46119 of the Superior Court of the State of Washington, in and for Spokane County, situate in Spokane County, State of Washington.

It is understood and agreed that this deed is accepted subject to the following conditions:

1. The Grantee by official action of its City Council shall accept the above described property to be used solely as a public library.
2. The Grantee agrees within a reasonable time to renovate for library use the building situate on said property.
3. The aforesaid library building shall bear the name "THE COMSTOCK LIBRARY" or some similar name, including always the word "Comstock".
4. The Grantor herein expressly gives unto the Grantee the authority to sell the above described property in the event the said Grantee finds it necessary and expedient so to do: Provided that the proceeds of such sale shall be used for public library building purposes, and such building shall bear the name as hereinabove provided.

DATED this 27th day of September, 1961.

N. E. Lowe

Earl Braden

John Thurman

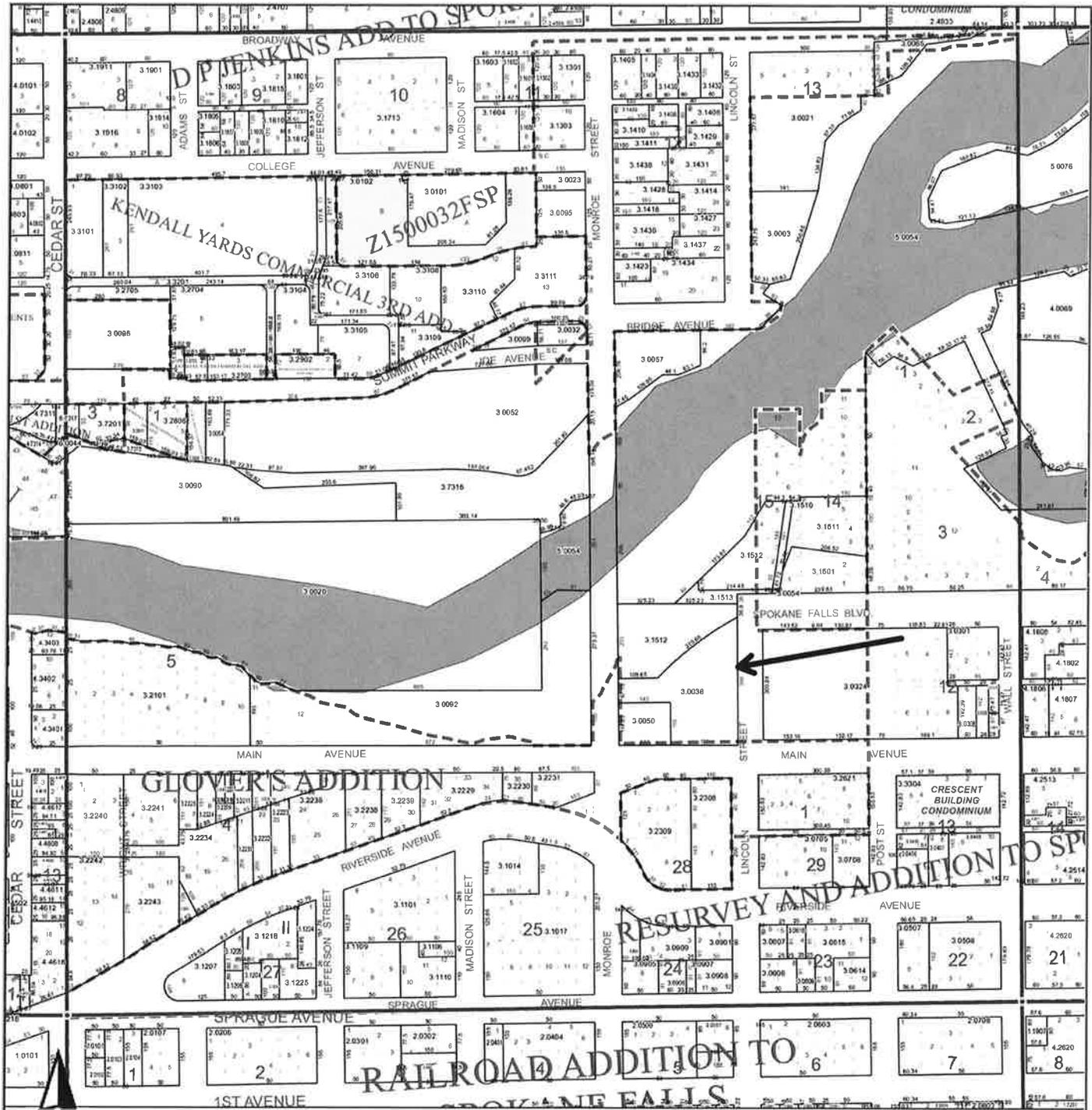
As Trustees, d/b/a COMSTOCK FOUNDATION

STATE OF WASHINGTON)
) ss.
County of Spokane)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 27th day of September, 1961, personally appeared before me R. E. LOWE, EARL BRADEN and HORTON HERMAN, to me known to be the Trustees of COMSTOCK FOUNDATION, described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Florence A. Morrison
Notary Public in and for the State of
Washington, Residing at Spokane



S C T

ParcelID: 35183.0036

**906 W Main Ave
Spokane, WA 99201**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Spokane History Timeline

1800-1880

1881-1890

1891-1907

1908-1950

1951-2000

Discovery Robots Home

The Spokane Public Library – Comstock Building, 1961

The first library building was named the Carnegie library, which was Spokane's first building to exclusively house the library. By 1926, the library had three branches: East side, North side, and Heath. The Carnegie building held the library until 1963. The early library history is covered in the 1903 Public Library report.

By the late 1950s, lots of people started to think that the Carnegie building was starting to get too small to house the library. There were lots of calls in the newspaper talking about a new library. In 1961, the Comstock Foundation purchased the former Sears store located at Lincoln and Main Streets, with the stipulation that the building be used for a Library. They presented it to the city later that year.



L207-1.21.18.6 - Terminal Building, Spokane Inland Empire Railways

The site had once been the Inland Electric Terminal Building. Sears Roebuck and Company purchased the site from the Spokane, Coeur d'Alene & Palouse Railway Company in 1929. The railway was very popular for weekend excursions to Liberty Lake and beyond, as well as to the Palouse region. The building was dismantled and rebuilt into an Art Deco style Sears building in 1929. The newspaper at the time of the Sears Store construction reported on the efforts to drive foundation piles into the ground for the new building. The construction workers found remains of debris from the "Great Fire of 1889" and people

were reminded that once there had been a ravine with a creek trickling through down to the Spokane River.

"After the city's disastrous fire of 1889, the ravine became a depository of conflagration debris: "broken bricks, parts of old stoves, ruined safes, broken dishes, battered and twisted bed frames - everything that went into the construction and furnishing of early-day homes that flames could not consume." Spokesman Review, October 27, 1929.

By 1960, the downtown stores were being abandoned for a move to the "suburbs" for easier shopping. Spokane Daily Chronicle of June 19, 1959, pg 33, announced the plans of Sears, Roebuck to build a new store at the Northtown Shopping



District. "Size will triple the Northtown" center shopping area with a 208,000 ft store the headline read. The new store was to open in 1961. Thus after the Comstock Foundation presented the building to the city, the building was renamed the Comstock building, and the library moved its books in 1963. The new library opened for business on April 6, 1963.



Former Sears and Roebuck Store converted to the Spokane Public Library Comstock Building, 1963

By the late 1980s people thought that the library once again had outgrown its location. The Comstock building had become old and worn. They decided to tear down the old building and build a newer, more modern one on the same spot.

On September 18, 1990, voters passed a bond issue that would fund the construction of six new branches: the main branch downtown, Hillyard, Shadle, East side, South Hill, and the Indian Trail branch.

When construction began on the new downtown library in 1992, the entire collection of books in the library was temporarily moved to a building that had been a department store. In 1994, the collection was moved to the now finished library building that we have today. Then they started the construction on the other five branches. They were all finished by 1998.

Bibliography:

Boughton, Jennie. *Forty years of library service*. Spokane: s.n., 1943.
 Spokane -- Libraries -- Spokane Public Library -- History [vertical file].
 Spokane Library History, Buildings and Branches: <http://www.spokanelibrary.org/index.php?page=history#Buildings>
 Spokesman-Review, May 9, 1990:
<http://news.google.com/newspapers?id=JtdYAAAAIAAJ&sjid=gfADAAAAIAAJ&pg=2267,7720814&dq=spokane+public+library+1904&hl=en>

SEARS, ROEBUCK DEPARTMENT STORE (Comstock Library)
 HABS No. WA-194 (From the historic designation application for the Comstock Bldg).
 Wa032data.pdf; page 8-9

Spokane Daily Chronicle, June 19, 1959. Pg 33.
<http://news.google.com/newspapers?id=GP1XAAAAIAAJ&sjid=PvcDAAAAIAAJ&pg=6920,4594424&dq=sears+roebuck+spokane&hl=en>
 Former Sears Building: Spokane Public Library.
<http://www.spokesman.com/then-and-now/former-sears-building-spokane-public-library/>

Photos used with permission from Northwest Museum of Arts & Culture/ Eastern Washington State Historical Society.

L207-1.21.18.6 - Terminal Building, Spokane Inland Empire Railways

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 Report created May, 2011.
 Last Modified on January 3, 2012

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Waterworks Access Frames & Covers – Value Blanket
Date:	16 August 2021
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , 625-7851
City Council Sponsor:	
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
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)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	This value blanket is needed as soon as possible to support department inventory.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket will support the department's construction and maintenance season by facilitating the competitive purchase of these products on an as-needed basis.
<p>Background/History: Request for Quotes (RFQ) #5468-21 was issued to more than 80 contacts via the City's electronic bidding portal on July 15, 2021 for Waterworks Access Frames & Covers – Value Blanket. Two quotes were received by the closing deadline on July 30, 2021. Award is recommended to Olympic Foundry, Inc. (Seattle, WA) as the low responsive, responsible bidder for both import and domestic product.</p> <p><i>This value blanket will be valid for a single five-year term with no renewal options. Annual spend is estimated at \$50,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Award recommended to Olympic Foundry, Inc. (Seattle, WA) as low responsive, responsible bidder • Five-year value blanket with no renewal options • Annual spend estimated at \$50,000.00 including tax 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" 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: None</p> <p>Known challenges/barriers: None</p>	



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
 Spokane, Washington 99207
 PHONE: 509.625.7800

QUOTE TABULATION

Quote Number	5468-21	
Description	Waterworks Access Frames & Covers - Value Blanket	
	D&L Supply Co, Inc.	Olympic Foundry Inc.
City #B3330 Access Frame & Plain "Water" Cover 24", Qty. 50	\$ 17,250.00	\$ 13,287.50
City #B3333 Access Frame & Drilled "Water" Cover 24", Qty. 50	\$ 18,750.00	\$ 13,487.50
City #B3336-L-24, Access Frame & Locking "Water" Cover 24", Qty. 1	\$ 405.00	\$ 295.50
<i>Subtotal</i>	\$ 36,405.00	\$ 27,070.50
Domestic Product		
City #B3330-D Access Frame & Plain "Water" Cover 24", Qty. 1	\$ 345.00	\$ 327.75
City #B3333-D Access Frame & Drilled "Water" Cover 24", Qty. 1	\$ 375.00	\$ 352.75

City #B3336-L-24-D, Access Frame & Locking "Water" Cover 24", Qty. 1	\$	405.00	\$	389.00
<i>Domestic Product Subtotal</i>	\$	<i>1,125.00</i>	\$	<i>1,069.50</i>
All Items Subtotal	\$	37,530.00	\$	28,140.00
Sales Tax (9.0%)	\$	3,377.70	\$	2,532.60
Quote Total	\$	40,907.70	\$	30,672.60

Standard Lead Time	60 Business Days ARO	150 Business Days ARO
Domestic Product Lead Time	60 Business Days ARO	85 Business Days ARO

PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.

Briefing Paper

Urban Development Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Renewal of Value Blanket for Liquid Chlorine
Date:	August 16, 2021
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , 625-7851
City Council Sponsor:	CM Karen Stratton
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	Urban Development 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)	Funding for this purchase is included annually in the Water & Hydroelectric Services Department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	The existing value blanket for these products expired 7/1/2021
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of liquid chlorine cylinders on an as-needed basis for water disinfection over a one year period.
Background/History: <i>RFQ #5070-19 for Liquid Chlorine, 150# Cylinders and 1 Ton Containers – Annual Supply was publicly solicited in May 2019. Award was correspondingly recommended to Oxarc, Inc. (Spokane, WA) as the low responsive, responsible bidder. This represents the second annual renewal. A 5% price increase has been agreed to by the Water Department.</i>	
Executive Summary: <ul style="list-style-type: none"> • <i>Renewal recommended with Oxarc, Inc. (Spokane, WA) for \$80,000.00 including tax</i> • <i>Second renewal with a 5% cost increase, accepted by the Water Department</i> • <i>Original RFQ #5070-19</i> 	
Budget Impact: 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: 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:	

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services																								
Subject:	6" Fire Hydrants – Value Blanket Renewal																								
Date:	16 August 2021																								
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , x7851																								
City Council Sponsor:	Councilmember Stratton																								
Executive Sponsor:	Marlene Feist, Director – Public Works																								
Committee(s) Impacted:	PIES																								
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)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.																								
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy																								
Deadline:	The existing value blanket for these products expires August 21, 2021.																								
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of 6" Fire Hydrants in varying bury depths on an as-needed basis to support new construction and necessary replacements.																								
<p>Background/History: <i>RFQ #5071-19 for 6" Fire Hydrants – Value Blanket was publicly solicited in May 2019. Four quotes were received. Award was correspondingly recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This represents the second renewal and department staff request a single three-year renewal term with no remaining renewal options.</i></p> <p><i>This renewal includes the first price increase since the original bid at roughly 12% per the pricing below. Coupling the demonstrated increases this supplier has seen at the manufacturing level with the impact to CPI over the last year, the department feels the increase proposed is reasonable. Annual spend is estimated at \$260,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</i></p> <p><i>Price Trends Over the Life of this Value Blanket</i></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Product</th> <th style="width: 12.5%;">2019/2020</th> <th style="width: 12.5%;">2020/2021</th> <th style="width: 12.5%;">Increase</th> <th style="width: 12.5%;">2021/2022 Core & Main Proposed</th> <th style="width: 12.5%;">Increase</th> </tr> </thead> <tbody> <tr> <td>6" Hydrant, 5' Bury</td> <td>\$ 1,693.00</td> <td>\$ 1,693.00</td> <td>0.00%</td> <td>\$ 1,899.28</td> <td>12.18%</td> </tr> <tr> <td>6" Hydrant, 5.5' Bury</td> <td>\$ 1,730.50</td> <td>\$ 1,730.50</td> <td>0.00%</td> <td>\$ 1,941.39</td> <td>12.19%</td> </tr> <tr> <td>6" Hydrant, 6' Bury</td> <td>\$ 1,768.00</td> <td>\$ 1,768.00</td> <td>0.00%</td> <td>\$ 1,983.45</td> <td>12.19%</td> </tr> </tbody> </table>		Product	2019/2020	2020/2021	Increase	2021/2022 Core & Main Proposed	Increase	6" Hydrant, 5' Bury	\$ 1,693.00	\$ 1,693.00	0.00%	\$ 1,899.28	12.18%	6" Hydrant, 5.5' Bury	\$ 1,730.50	\$ 1,730.50	0.00%	\$ 1,941.39	12.19%	6" Hydrant, 6' Bury	\$ 1,768.00	\$ 1,768.00	0.00%	\$ 1,983.45	12.19%
Product	2019/2020	2020/2021	Increase	2021/2022 Core & Main Proposed	Increase																				
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6" Hydrant, 6' Bury	\$ 1,768.00	\$ 1,768.00	0.00%	\$ 1,983.45	12.19%																				
<p>Executive Summary:</p> <ul style="list-style-type: none"> Renewal recommended with Core & Main (Spokane Valley, WA) for a single three-year term; no renewal options remain Annual spend estimated at \$260,000.00 including tax Original RFQ #5071-19 																									
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>																									

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

Briefing Paper

Urban Development Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Fabrication and Purchase of Upriver Dam Spillway Gate Stoplogs
Date:	August 9, 2021
Author (email & phone):	Seth McIntosh, smcintosh@spokanecity.org , 509-742-8154
City Council Sponsor:	
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) 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)	Funding for this purchase has been reserved in the Water Department Capital Budget, utilizing Budget Account # 6-year Capital Budget Line = 4100-42460-34148-54201-15716
Strategic Initiative:	
Deadline:	Product has a lead time of 30 business days
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase provides safe, effective, and reusable spillway gate lockout for emergencies, inspection, and repairs.
<p><u>Background/History:</u> <i>Invitation for Bids RFQ #5474-21 was issued July 1, 2021. Three bid responses were received by the closing deadline on July 14, 2021. Finnoe Design, LLC is recommended for award as the lowest responsive bid.</i></p> <p>A stoplog system is used to dewater the spillway bays to allow for maintenance of the bays and Tainter gates. The existing system consists of thirteen timber and steel construction stop logs which exhibit high leakage around the ends and between units, and one lifting beam. New stoplogs will be constructed of steel plates minimizing the number of stoplog sections required and will include rubber sealing surfaces. There will be ten 27-foot long, 2-foot tall, and 1-foot wide stop logs. The new steel lifting beam will include remote operated hooks reducing or eliminating the need for divers and/or City personnel in boats for installation and removal.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <i>Fabrication and purchase of stop logs and lifting beam from Finnoe Design, LLC (Spokane, WA)</i> • <i>Base bid value: \$159,275.00 Plus Applicable Sales Tax</i> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" 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 Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE Conditional Agreement – The Falls Tower
Date:	August 16, 2021
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , 625-6597)
City Council Sponsor:	Council Members Mumm and Stratton
Executive Sponsor:	Louis Meuler (lmeuler@spokanecity.org , 625-6096)
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 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement
<p><u>Background/History:</u> 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. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that The Falls Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to offer units at market rate.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor’s Office post construction.</p>	
<p><u>Executive Summary:</u></p> <p>The Falls MFTE Conditional Agreement on the North Bank should have been added to a Council Agenda in the winter of 2020 after being briefed at PIES in November of 2019 (PIES Minutes 11-25-2019). During a records audit last month, we discovered that it was not. Since we’ve worked with DSC, Legal, and reached out to LBStone about the path forward.</p> <ul style="list-style-type: none"> • Applicant applying for a Conditional MFTE Agreement for 372 units, at 829 W Broadway • Property is zoned Downtown General; the proposed use is allowed. • Located in Riverside Neighborhood. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Requires change in current operations/policy?

 Yes No N/A

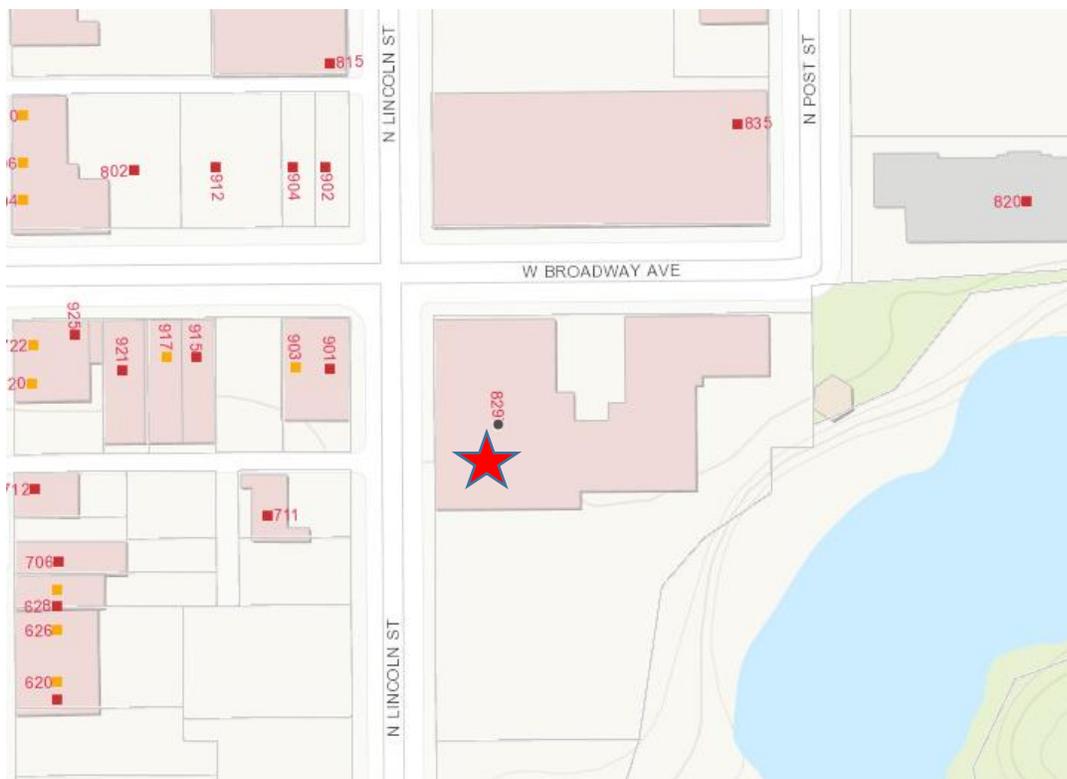
Specify changes required:

Known challenges/barriers:

Tax Exemption Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: The Falls Tower	
Number of units in the project	372
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$19,370
Estimated Property Tax saved per project annually	\$612,640
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$4,901,120
Estimated City Tax forgone per year	\$154,962
Estimated City Tax forgone during the term of exemption	\$1,239,695
<i>Once a project has met programmatic criteria the owner can expect to</i>	
*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:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and The Falls LLC, as "Owner" whose business address is 829 W Broadway.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

18-25-43 PT OF NE1/4 OF SW1/4; BEG AT NW COR BLK 13 RES & EXT OF POSTS ADD TH S377.57FT TH N89DEG 57MIN 30SDS E181FTTH NELY TO PT 202FT E OF E LN OF LINCOLN ST TH N41DEG 27MINE57.3 7FT TH N56DEG 28 1/2MIN E71.94FT TH N0DEG 2 1/2MINW159.78FT TO NE COR LT 1 BLK 13 RES & EXT OF POSTS ADD THW300FT TO PO B INC W1/2 VAC POST ST E OF & ADJ

Assessor's Parcel Number(s) **35183.0021**, commonly known as 829 W Broadway.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 372 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

The Falls LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE Conditional Agreement – E 2 nd Apartments
Date:	August 16, 2021
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , 625-6597)
City Council Sponsor:	Council President Beggs and Council Member Cathcart
Executive Sponsor:	Louis Meuler (lmeuler@spokanecity.org , 625-6096)
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 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement
<p>Background/History: 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. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the E 2nd Apartment Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC 08.15.090 to those who are income qualified as a moderate-income household per SMC 08.15.020 earning no more than 115% of Area Median Income (AMI).</p> <p>This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor’s Office post construction.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Applicant applying for a Conditional MFTE Contract for 6 units, at 528 E 2nd Ave • Property is zoned Downton University; the proposed use is allowed. • Located in East Central Neighborhood and University District PDA. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Exemption Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: E 2nd Apartments	
Number of units in the project	6
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$312
Estimated Property Tax saved per project annually	\$9,881
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$118,575
Estimated City Tax forgone per year	\$3,749
Estimated City Tax forgone during the term of exemption	\$44,989
<i>Once a project has met programmatic criteria the owner can expect to</i>	
*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:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Rad Space, LLC, as “Owner/Taxpayer” whose business address is 5830 E 2nd, Box 92972, Casper, WY 82609.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

NOSLERS ADD L1 B22

Assessor’s Parcel Number(s) 35202.2701, commonly known as 528 E 2nd Ave.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council’s approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's

Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner/Taxpayer renting or selling at least

twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021.

CITY OF SPOKANE

Rad Space, LLC.

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

URBAN EXPERIENCE COMMITTEE

Division & Department:	Community and Economic Development; Historic Preservation
Subject:	Interlocal Agreement with Spokane County for Preservation Services 2022-2024
Date:	8/11/21
Contact (email & phone):	Megan Duvall, Historic Preservation Officer, mduvall@spokanecity.org ; 625-6543
City Council Sponsor:	CM Stratton
Executive Sponsor:	Kris Becker, Interim Director, Community and Economic Development
Committee(s) Impacted:	Urban Experience; Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget; Comprehensive Plan (Chapter 8)
Strategic Initiative:	Economic Development - Ensure businesses, both new and existing, feel connected and valued in our community to continue economic growth
Deadline:	September 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve a three-year agreement with Spokane County to continue to provide staffing support for unincorporated county. Agreement is for revenue of \$40,000 each year for the three years of the ILA.
Background/History: The Historic Preservation Office has been a joint City County entity since its inception in the early 1980s. The Historic Preservation Office staffs the Spokane City County Historic Landmarks Commission and provides staffing services to the County for historic preservation objectives. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$40,000 per year for the years 2022, 2023 and 2024.	
Executive Summary:	
<ul style="list-style-type: none"> The Historic Preservation Office is jointly funded by Spokane County and the City of Spokane. This interlocal agreement (2022-2024) lays out a scope of work and funding at \$40,000 per year from Spokane County to the City of Spokane's Historic Preservation Office. 	
Budget Impact:	
TOTAL COST:	
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: This is revenue of \$40,000 per year for \$120,000 total	
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:	

HISTORIC PRESERVATION INTERLOCAL AGREEMENT
(January 1, 2022-December 31, 2024)

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as “CITY”, and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the CITY and COUNTY by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the CITY and the COUNTY in order to provide for historic preservation.

NOW THEREFORE the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

SECTION NO. 2: SCOPE OF SERVICES

Historic preservation services are outlined in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference. They include:

- Identifying and monitoring historic resources
- Providing community services
- Maintaining “certified status”

The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

SECTION NO. 3: DURATION

This Agreement shall be effective January 1, 2022 and run through December 31, 2024 unless terminated earlier by the PARTIES.

SECTION NO. 4: COMPENSATION/FINANCING

The COUNTY's funding toward the CITY Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2022 to December 31, 2022 Forty Thousand Dollars (\$40,000), January 1, 2023 to December 31, 2023 Forty Thousand Dollars (\$40,000), and January 1, 2024 to December 31, 2024 Forty Thousand Dollars (\$40,000). This amount will be reviewed annually and modified only by mutual agreement of the PARTIES.

SECTION NO. 5: PAYMENT

Under this Agreement, the COUNTY shall pay the CITY Forty Thousand Dollars (\$40,000) per calendar year payable in equal semi-annual installments of Twenty Thousand Dollars (\$20,000). The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.

The CITY shall make a request for payment to the County's representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the County based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.

In conjunction with each payment request, the CITY shall complete and forward to the COUNTY Grants Administrator at the below address a completed Grant Program Report Form, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference. In the Report Form CITY shall report on progress toward their Outcome Measures as set forth in Attachment "A".

SECTION NO. 6: ADMINISTRATION

- A. The City of Spokane Community and Economic Development Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.
- B. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Community and Economic Development Director.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: Erika McCowan
County Grants Administrator
1116 West Broadway
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 10: AMENDMENTS

This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

SECTION NO. 11: COMPLIANCE WITH LAWS

The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 12: ASSIGNMENTS

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

SECTION NO. 13: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

SECTION NO. 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and

performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: TERMINATION

Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

SECTION NO. 17: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

SECTION NO. 19: AUDIT/RECORDS

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 20: PARTIES REPRESENTATIVES

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY's liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY's Community and Economic Development Director or his/her designee, as CITY's liaison for the purpose of administering this Agreement.

SECTION NO. 21: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 22: SURVIVAL

Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION NO. 23: PUBLICATION

CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- A. **Purposes:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.040 of Spokane Municipal Code) and ordinances or resolutions of the COUNTY.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.
- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice Chair

Ginna Vasquez
Clerk of the Board

Al French, Commissioner

ATTACHMENT “A”
Scope of Work
January 1, 2022-December 31, 2024
Historic Preservation Interlocal Agreement Services

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

Maintain “Certified” Status

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.



**OFFICE OF FINANCIAL ASSISTANCE
OUTSIDE AGENCY GRANT PROGRAM**

ATTACHMENT B

2021 REPORT FORM

Date of Report: _____

Check One: Interim Report Final Report

Organization Information		
Organization Name: _____	Tax ID No.: _____	
Legal Name, if different: _____	DUNS No.: _____	
Program Name, if applicable: _____		
Contact Person: _____	UBI No.: _____	
Contact Person's Phone: _____	Email: _____	
Address: _____		UBI No.: _____
City: _____	State: _____	Zip: _____

Report Narrative

Please use the following for a narrative report. The report narrative should only be 2-3 pages in length.

1. Briefly outline the program/project's original goals and objectives, as stated in the 2021 Agreement between the organization and Spokane County. What progress has been made toward these goals? Please provide specific outcome measurements (i.e. new tax revenue generated, dollar value of economic impact, etc.) and impact on/in unincorporated Spokane County. What activities led to meeting these goals and objectives?

2. If applicable, describe the population served or impacted during the grant period to date. Use numbers, demographics and geographic location (i.e. numbers served or jobs created/retained in unincorporated Spokane County, City of Spokane, City of Spokane Valley, etc.).



OFFICE OF FINANCIAL ASSISTANCE
OUTSIDE AGENCY GRANT PROGRAM

3. Were there any unanticipated results, either positive or negative? Will this result in any changes?

4. What are the future plans for sustaining this program/project?

5. Are there any other important outcomes as a result of this grant?

Outreach & Marketing/Program Materials

Please attach copies of any relevant outreach and marketing or other program materials produced which identify Spokane County as a sponsor/supporter.

Financials

Please attach an updated version of the Program/Project Budget Worksheet that was submitted with the original application reflecting ACTUAL EXPENDITURES for which the organization is seeking payment and any changes that may have occurred during the grant period to date, including ACTUAL REVENUES.