

Urban Experience Committee
Agenda for 1:15 p.m. Monday, June 13th, 2022

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. June 13th, 2022** streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Urban Experience Committee meeting is regularly held every 2nd Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA

I. Call to Order

II. Approval of [Minutes from May 9th, 2022](#)

III. Discussion Items

1. Downtown Spokane Partnership Update – Emilie Cameron (20 minutes)
2. Extreme Heat Presentation - Dr. Matt Hollon (20 minutes)
3. Low Income Housing Institute Presentation – Josh Castle/Jon Grant (20 minutes)
4. [Department of Commerce Grant for MLK Community Center](#) – Cendy Ortiz (10 minutes)
5. [DivisionConnects – Phase 2 Update](#) – Amanda Beck (10 minutes)

IV. Consent Items

1. [Multi-Family Tax Exemption \(MFTE\) Conditional Agreement\(s\)](#) (Planning and Economic Development)
 - a. [Hatch St Apts](#) (Planning and Economic Development)
 - b. [Two – Iron Bridge Residence Phase I & Phase II](#) (Planning and Economic Development)
 - c. [Upriver Multifamily](#) (Planning and Economic Development)
 - d. [North Hill Millennium](#) (Planning and Economic Development)
2. [Purchase of 9 Vehicles and Equipment](#) (Fleet Services)
3. [Purchase of Backhoe](#) (Fleet Services)
4. [Lease of Forklift](#) (Fleet Services)
5. [Historic Preservation Grant Application \(Federal Pass-Through Funds\)](#) (Historic Preservation)
6. [SBO - Salary Savings to Contractual Services](#) (Finance)
7. [Amendment to Administrative Staffing Contract](#) (Legal)

V. Executive Session

Executive Session may be held or reconvened during any Urban Experience Committee meeting.

VI. **Adjournment**

Next Urban Experience Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. July 11th, 2022

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

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience
May 9th, 2022

Call to Order: 1:19pm

Recording of the meeting may be viewed here: <https://vimeo.com/707983842>

Attendance

Committee Members Present: CM Kinnear, CM Stratton, CM Cathcart, CM Wilkerson, CM Bingle, CM Zappone

Committee Members Absent: CP Beggs

Staff/Others Present: Scotty Nicol, Nicholette Ocheltree, Giacobbe Byrd, Jeff Gunn, Mark Carlos, Shae Blackwell, Hannahlee Allers, Garrett Jones, Steven MacDonald, Spencer Gardner, Shauna Harshman, Alex Gibilisco, Kevin Freibott, Carly Cortright, Eldon Brown, Brian McClatchey, Matt Boston, Stephanie Bishop, Melissa Huggins, Liz Marlin, Kimberly Lawrence, Johnnie Perkins, Erik Poulsen, Jessie Norris, Shelly Wyncoop, Shantel Jackson,

Approval of Minutes

- Action taken
CM Wilkerson moves to approve, CM Bingle seconds, minutes approved.

Agenda Items

Discussion items

1. Reach Planning Proposal, Jessie Norris
 - Action taken
Discussion. CM Stratton & Zappone Sponsor.
2. Spokane Arts Quarterly Update, Melissa Huggins
 - Action taken
Presentation and Discussion only.
3. Lease Agreement Amendments – West Central and Northeast Community Centers, Carly Cortright
 - Action taken
Presentation and Discussion. Kinnear and Wilkerson Sponsor.

4. An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing, Eric Finch
 - Action taken
Presentation and Discussion.
5. Remaining Don Kardong Bridge funding impacts and suggested proposed deferred projects, Garrett Jones
 - Action taken
Presentation and Discussion.
6. SMC Change for Park Board Term Limits, Garrett Jones
 - Action taken
CM's Stratton and Zappone
7. Permitting Update, Steve MacDonald
 - Action taken
Presentation and Discussion.

Consent items

1. Amending Ordinance C-26266 to release an easement – Eldon Brown, Developer Services Center
2. School Safety(Cycle 9) Project – Dan Buller, Public Works
3. Administrative Reserve increase for Post Street Bridge project – Kyle Twohig, Public Works
4. Mitchell Humphrey FMS Annual software Maintenance and Support – Michael Sloon, ITSD
5. SAFEbuilt Plan Review Services Consultant Agreement – Dermott Murphy, Development Services Center

Executive session

None.

Adjournment

The meeting adjourned at **2:49pm**

Prepared by:

Scotty Nicol, Legislative Assistant to Council Member Karen Stratton

Approved by:

Karen Stratton, City Council Member.



Council Member Karen Stratton

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Cendy Ortiz, 625-6147
Contact Email	cortiz@spokanecity.org
Council Sponsor(s)	CW Betsey Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Department of Commerce Grant for MLK Community Center
Summary (Background)	<p>The City of Spokane had a Capital Needs Assessment done for the MLK Community Center in which several items in the facility were addressed as needing attention. One of those items was the roof, which has been problematic for the operators of the community center for some time, causing several leaks in the interior facility, in which the operators have had to shut down rooms and sections of the community center due to water damage.</p> <p>A legislative ask was submitted in May 2021 for \$1.35 million dollars, with Senator Billig and Representative Riccelli as sponsors, to repair the roof. This grant was awarded to the City of Spokane in June 2021 in the amount of \$1,352,400. This project will include an asbestos survey and abatement if necessary, and a complete tear off and replacement of the roof at the MLK Community Center. This contract is to formalize the grant award and will be between the City of Spokane and the Washington State Department of Commerce in the amount of \$1,352,400.</p> <p>We anticipate going out to bid for the construction of the roof at the end of January or early February. A contract for the general contractor for the roof replacement will follow in February 2022, with an anticipated start of construction in the spring, and anticipated completion date around September 2022.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • 2021 Legislative Ask was submitted to the State for roof repair at MLK Community Center • Senator Billig and Representative Riccelli were sponsors of the legislative ask • The award was granted for \$1,352,400 in June 2021 • This is to have City Council approve the contract between City of Spokane and Department of Commerce to formalize the acceptance of the grant funds. • <p>This will be followed with a contract for a general contractor for the construction and repair of the MLK Community Center Roof.</p>
Proposed Council Action & Date:	Proposed council action would be to approve the contract for signature, so we can move forward with a public works procurement.

Fiscal Impact:

Total Cost: \$1,352,400

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

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Department of Commerce

Expense Occurrence ☒ One-time ☐ Recurring

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

Neutral expense. We will be fronting the cost of construction of the MLK Roof, but will be reimbursed with Dept. of Commerce dollars.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This would have a positive impact to the historically underserved community in the East Central neighborhood. Improvements to the roof would allow MLK Jr. Family Outreach to lease out more space in their center, to provide additional services to the community.

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

A follow up meeting will be made with MLK Jr. Family Outreach post construction to discuss the positive impacts the roof repair has had at the community center and benefits it will have for the east central neighborhood residents.

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

N/A

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

This project aligns with the Capital Improvement Program, and furthermore, addresses the needs based on the Capital Needs Assessment that was completed for the MLK Community Center.

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community and Economic Development – Planning Services
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	DivisionConnects – Phase 2 Update
Summary (Background)	<p>Spokane Regional Transportation Council (SRTC) has been collaborating with Spokane Transit Authority (STA), the City, Spokane County, and WSDOT on a transportation and land use study of the Division Street corridor known as DivisionConnects.</p> <ul style="list-style-type: none"> Phase 1 of the study identified a Locally Preferred Alternative for Bus Rapid Transit on the Division Street corridor. Phase 2 of the study evaluated options for land use changes and accessibility improvements that would align with this investment in premium, high-frequency transit service. The final Phase 2 report and associated documents are in final stages of preparation for approval later this year. The recommendations of Phase 2 will inform future work under a Transit-Oriented Development grant awarded to STA, Spokane County and the City through the Federal Transit Administration’s Pilot Program for Transit-Oriented Development (TOD) Planning. This work, scheduled to begin in 2022, will develop detailed recommendations for land use policy changes and active transportation accessibility improvements, informed by the DivisionConnects Phase 2 final documentation. <p>It is anticipated that the DivisionConnects Phase 2 final reports and supporting documentation will be brought forward for formal recognition by City Council later this year.</p>
Proposed Council Action & Date:	None at this time
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

- The recommendations of DivisionConnects Phase 2 would improve access to transit for adjacent residents in historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect the adjacent sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements along the Division Street corridor. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. The land use considerations evaluated by this study lay the groundwork for shifting policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.

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

- Phase 2 of the DivisionConnects study collected baseline data that identified existing demographics and land-use characteristics within the neighborhoods bordering the Division Street corridor between Downtown Spokane and the northern reaches of Division in Spokane County, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. Phase 2 of the study also identified gaps in accessible infrastructure, services and land uses, and sought direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

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

- This project assessed baseline corridor conditions including transportation patterns, land use patterns, and demographic conditions. The project included multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area provided regular guidance and feedback throughout the study. The feedback obtained through these efforts, as well as the results of robust transportation modeling to measure anticipated traffic impacts on the corridor and adjacent neighborhoods, guided the selection of proposed solutions and policy recommendations.
- Subsequent planning efforts, transportation investments and policy changes will be measured using these methods to assess changes against baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods to assess changes that are proposed, developed and carried out.

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

The proposal is aligned with many City policies embedded within the City's Comprehensive Plan:

[Chapter 3, Land Use:](#)

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
 - LU 4.6: Transit-Supported Development

[Chapter 4, Transportation:](#)

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

[Chapter 7, Economic Development:](#)

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project is also aligned with previous studies and plans conducted by the Spokane Transit Authority and City of Spokane to assess the potential for high-performance transit and supportive land use and infrastructure investments. These studies include Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), and supportive planning efforts including the [Logan Neighborhood Subarea Plan](#).

Committee Agenda Sheet

Urban Experience – June 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 1 CMs Cathcart and Bingle & District 2 CMs Kinnear & Wilkerson & District 3 CMs Zappone & Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Five (5) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>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 all four of the Conditional applications Hatch St, Iron Bridge Phases I & II, Upriver and North Hill meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, all four intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the five (5) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Hatch St Apts at the June 20, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for one 16-unit building at 714 S Hatch. <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$4.5M Located in the East Central neighborhood. <p>District 1 CM Sponsors: Cathcart and Bingle Iron Bridge Residence Phase I & Phase II at the June 20, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a two Conditional MFTE Agreements – Phase I -- one 168-unit building at 811 N IRON BRIDGE WAY and Phase II -- one 100-unit building at 1411 E IRON BRIDGE WAY <ul style="list-style-type: none"> Properties are zoned U and the proposed use is allowed.

	<ul style="list-style-type: none"> ○ Estimated Construction Costs: Phase I \$45M, Phase II \$23M ○ Located in the Chief Garry Park neighborhood. <p>District 1 CM Sponsors: Cathcart and Bingle Upriver Multifamily at the June 20, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for one 24-unit building at 3027 East Upriver Drive. <ul style="list-style-type: none"> ○ Property is zoned RMF and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$3M ○ Located in the Minnehaha neighborhood. <p>District 3 CM Sponsors: Zappone North Hill Millennium at the June 20, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for one 61-unit building at 706 W Garland <ul style="list-style-type: none"> ○ Property is zoned CC1-NC and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$15M ○ Located in the North Hill neighborhood.
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Fiscal Impact:

Total Cost:

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

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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

RCW [84.14.100](#)

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner 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 RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

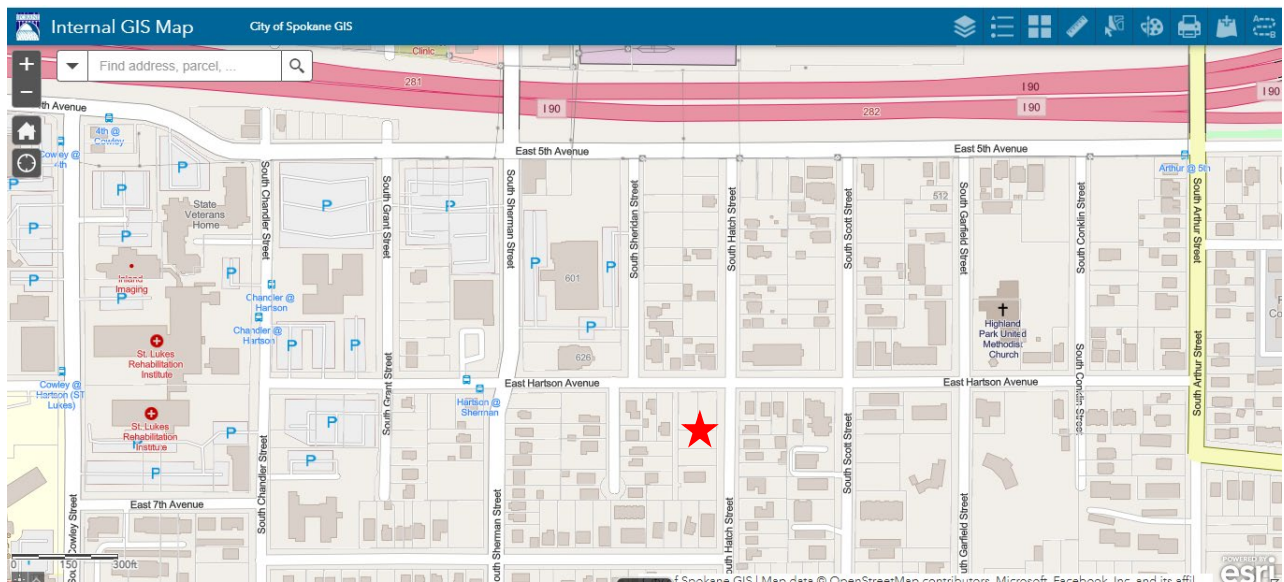
H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

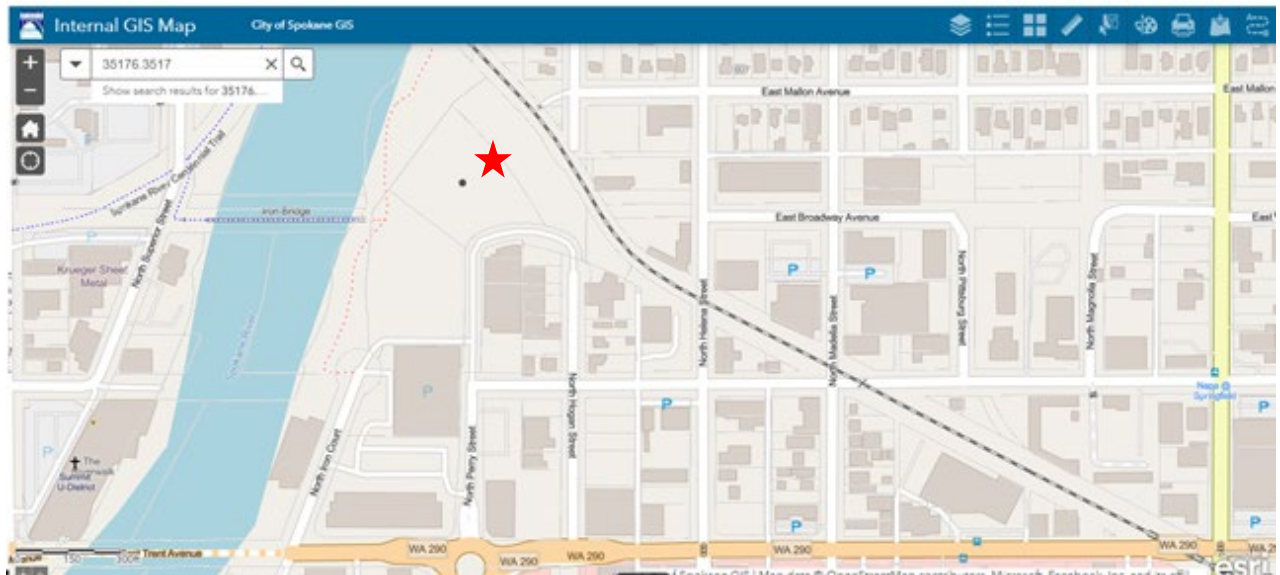
ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

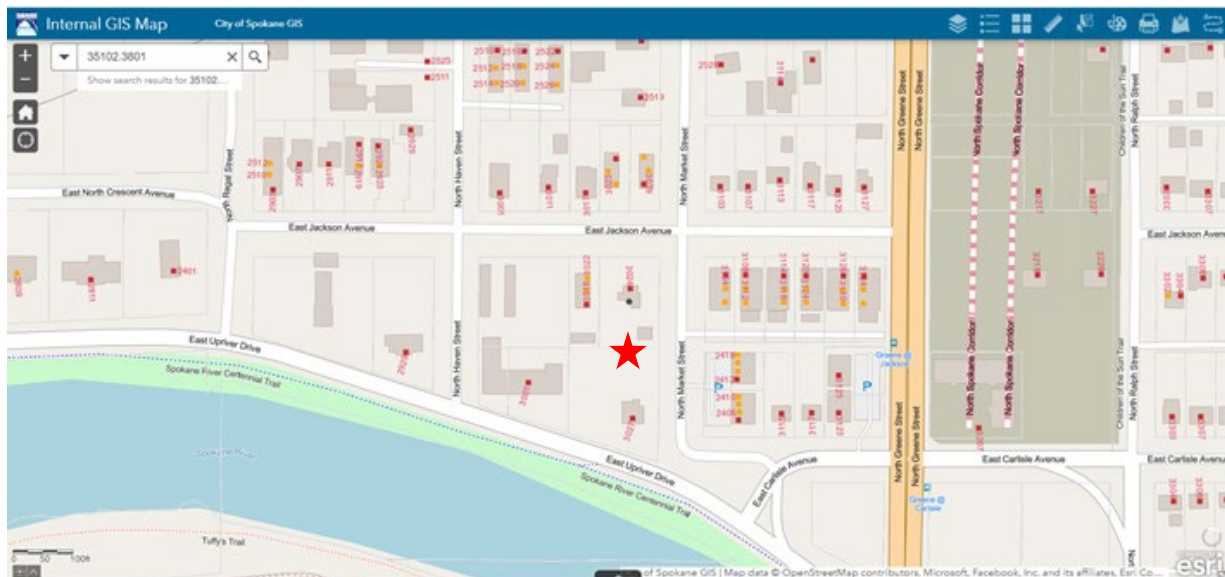
Site & Location: Hatch St Apts



Site & Location: Iron Bridge Residence Phase I & Phase II

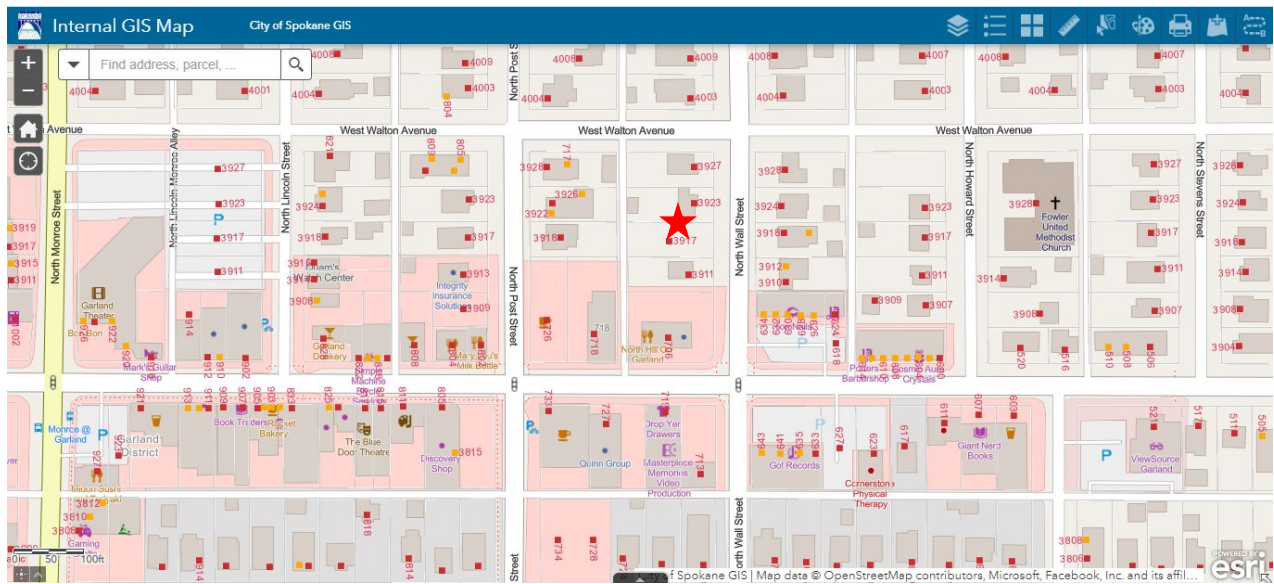


Site & Location: Upriver Multifamily



706 W Garland Ave
Grassy portion and parking to be used for development
Picture taken 4/22/2022
Parcel 31002.1605
Brick building to remain

Future site of North Hill Millennium



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Idaho, LLC, as "Owner/Taxpayer" whose business address is PO BOX 11742, SPOKANE VALLEY, WA, 99211.

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:

MORGANS G H SUB B8 EXC W16FT L1 B8 INC VAC 6FT STP S OF&ADJ, MORGANS G H SUB B8 L2 B8 INC 6FT VAC STP S OF&ADJ, MORGANS G H SUB B8 L3 B8 INC VAC STP N OF&ADJ FRM W L OFHATCH ST TO PT 16FT E OF WL OF SD SUB OF B8, and MORGANS G H SUB BLK8 LT4

Assessor's Parcel Number(s) 35203.0123, 35203.0124, 35203.0125, and 35203.0126, commonly known as 714 S Hatch.

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 16 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 multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 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 _____, 2022.

CITY OF SPOKANE

Idaho, LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Spectrum Development Solutions LLC, as "Owner/Taxpayer" whose business address is 1809 7th Ave Suite 1501, SPOKANE, WA.

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:

17-25-43, 18-25-43 LOT 4A OF BLOCK 1 AS SAID LOTS AND BLOCKS ARE SHOWN UPON THAT CERTAIN AMENDED FINAL BINDING SITE PLAN "AMENDMENT #1 TO IRON BRIDGE CAMPUS" EXCEPTING FROM THE FOLLOWING DESCRIBED AREA: BEGINNING AT A 1/2 INCH REBAR WITH A PLASTIC CAP MARKER "PLS 26390" ON THE WESTERLY RIGHT-OF-WAY OF IRON BRIDGE WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 4A OF BLOCK 1, AMENDMENT #1 TO IRON BRIDGE CAMPUS; THENCE NORTH 89°44'32" WEST 6.67 FEET; THENCE NORTH 53°13'29" WEST 215.07 FEET; THENCE SOUTH 36°46'31" WEST 10.62 FEET; THENCE NORTH 53°13'29" WEST 62.20 FEET; THENCE NORTH 36°46'30" EAST 24.57 FEET; THENCE SOUTH 53°13'30" EAST 277.47 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF IRON BRIDGE WAY; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE THE LEFT, WITH A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 8°42'31", AN ARC DISTANCE

OF 11.25 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 09°24'57" WEST 11.24 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s) 35176.3517, commonly known as 811 N IRON BRIDGE WAY.

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 168 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

multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 ESSB 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 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 _____, 2022.

CITY OF SPOKANE

Spectrum Development Solutions LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Spectrum Development Solutions LLC, as "Owner/Taxpayer" whose business address is 1809 7th Ave Suite 1501, SPOKANE, WA.

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:

(CITY OF SPOKANE) IRON BRIDGE CAMPUS BSP 77-80 1ST AMEND PTN OF LT 5A BLK 1 EXC PTN DAF: BEG AT SE COR OF LT 5A SAID PT BEING ON WLY ROW LN OF HELENA ST TH N62°43'24"W 212.46FT ALGSWLY BOUNDARY OF LT 5A SAID PT BEING ON CURVE CONCAVE NELY HAVING RADIUS 542FT CTR BEARS N41°24'02"E TH SELY ALG CURVE ARC DIST 88.14FT THRU C/A 09°19'04" TH S57°55'02"E 28.22FT TO BEG OF TANGENT CURVE TO LEFT HAVING RADIUS 801.42FT TH SELY ALG CURVE ARC DIST 67.23FT THRU C/A 04°48'22" TH S62°43'24"E 17.48FT TO PT ON WLY ROW LN OF HELENA ST TH S00°02'35"W 28.11FT TO POB LOCATED IN TCA 0011 - ALSO SEE PARCEL 36176.3515 LOCATED IN TCA 0010 (AFN# 6540350).

Assessor's Parcel Number(s) 35176.3514, commonly known as 1411 E IRON BRIDGE WAY.

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 100 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 multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the

Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 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 _____, 2022.

CITY OF SPOKANE

Spectrum Development Solutions LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 3027 E Upriver LLC, as "Owner/Taxpayer" whose business address is 9125 N PALMER RD, SPOKANE, WA, 99217-8757.

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:

RIVERSIDE PETER SAPRO &VAC STP 8FT WD S OF&ADJ LTS1-2 BLK38 and
RIVERSIDE PETER SAPRO L10TO12 B38 &VAC STP 8FT WD N OF &ADJ

Assessor's Parcel Number(s) 35102.3801 and 35102.3806, commonly known as 3027 East Jackson and 3027 East Upriver Drive

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. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 24 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 multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 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 _____, 2022.

CITY OF SPOKANE

3027 E Upriver LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and North Hill Millennium LLC, as "Owner/Taxpayer" whose business address is 718 W 18th Ave, Spokane, WA 99203.

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:

MONROE PK L5-6 B16, MONROE PK L4 B16, MONROE PK L3 B16, MONROE PK L2 B16, and MONROE PK L1 B16

Assessor's Parcel Number(s) 35062.1605, 35062.1604, 35062.1603, 35062.1602, and 35062.1601, commonly known as 706 W Garland, 3911, 3917, 3923, and 3927 N Wall

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. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 61 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 multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 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 _____, 2022.

CITY OF SPOKANE

North Hill Millennium LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Committee Agenda Sheet

Urban Experience Committee

June 13, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-449-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	KAREN STRATTON
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PURCHASE OF 9 VEHICLES AND EQUIPMENT
Summary (Background)	Fleet Services would like to receive pre-approval to purchase/lease 9 Units for various departments. We have seen across the board monthly price increases ranging from 2%-5% on units. We have also seen ordering banks closing a day after they open which is NOT typical. Receiving pre approval on the purchase/lease of these 9 Units will allow us to purchase/lease the units as the units become available for purchase/lease and also allow us to avoid some of these price increases from the time a quote is received. These Units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 9 Units. Funding for these is included in the department budgets. Please see attached List
Proposed Council Action & Date:	June 27, 2022, Approval
Fiscal Impact: Total Cost: estimated: \$1,165,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to monitor pricing and availability of units to ensure we are purchasing/leasing appropriately.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	

Committee Agenda Sheet
Urban Experience Committee
June 13, 2022

2022 PRE APPROVAL OF PURCHASED/LEASED VEHICLES AND EQUIPMENT

VEHICLE	DEPT	QTY	ESTIMATED COST (EACH)	LEASE OR PURCHASE
F600 CAB AND CHASSIS	SWC	2	\$ 85,000.00	PURCHASE
ECCR CONTAINER CARRIER BODIES OR SIMILAR	SWC	2	\$ 65,000.00	PURCHASE
MACK TERRA PRO CHASSIS OR SIMILAR	SWC	1	\$ 170,000.00	PURCHASE
AA WELDING ENDLESS CHAIN BODY OR SIMILAR	SWC	1	\$ 170,000.00	PURCHASE
REAR LOAD TRUCK CHASSIS	SWC	1	\$ 205,000.00	PURCHASE
LEACH REAR LOAD BODY	SWC	1	\$ 260,000.00	PURCHASE
LOADER	CODE ENFORCEMENT	1	\$ 60,000.00	PURCHASE OR LEASE
	TOTAL	9		

Committee Agenda Sheet
Urban Experience Committee
June 13, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-449-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	KAREN STRATTON
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PURCHASE OF BACKHOE
Summary (Background)	Fleet Services would like to purchase a Backhoe Loader from Q Dig It, LLC, Spokane Wa, through RFQ 5659-22, for \$150,287.45, including tax. This unit will replace a unit that has reached the end of it's economic life.
Proposed Council Action & Date:	June 27, 2022, Approval
Fiscal Impact: Total Cost: estimated: \$150,287.45 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will monitor the operation of the unit to ensure it is meeting the needs of the City.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	

Committee Agenda Sheet
Urban Experience Committee
June 13, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-449-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	KAREN STRATTON
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	LEASE OF FORKLIFT
Summary (Background)	Fleet Services would like to lease a Forklift from Leavitt, Spokane WA, for \$1,929 a month for 6 months. This unit is needed for daily operations. A replacement has been ordered but will not be here timely.
Proposed Council Action & Date:	June 27, 2022, Approval
Fiscal Impact: Total Cost: estimated: \$11,574.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will monitor the operation of the unit to ensure it is meeting the needs of the City.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	

Committee Agenda Sheet

Urban Experience

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall 509-625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CM Kinnear; CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Historic Preservation Grant Application (Federal Pass-Through Funds)
Summary (Background)	The Historic Preservation Department has submitted a grant application for \$16,000 from the Washington State Department of Archaeology and Historic Preservation to create a written and pictorial history and context of historic objects including markers, monuments, and statues in Spokane County and the sites that are associated with those objects. These objects, constructed as early as 1906, represent and interpret some of the most significant and controversial historic sites in the county. They include battlefield sites, the sites of war crimes against local tribes, a controversial statue to a U.S. Naval Officer, historic trails, and significant buildings. Currently there are no objects listed on the Spokane Register of Historic Places and only one site is listed, making these two property types among the most underrepresented on the register.
Proposed Council Action & Date:	Consent agenda item, briefing June 13/consent agenda vote June 20
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Although a match is not required, we are offering salary match in the amount of \$12,000.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? While this grant application is more about documentation of markers and sites in Spokane County, it will potentially identify those sites important to especially the indigenous Native Tribes in the area. Our Spokane Register does have the ability to list important sites – both culturally and historically – and by documenting up to 100 individual markers/sites, we hope to find some worth listing on the Spokane Register of Historic Places.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The City and County of Spokane’s proposed 2023 CLG grant project will create a written and pictorial history and context of historic objects including markers, monuments, and statues in Spokane County and the sites that are associated with those objects. These objects, constructed as early as 1906, represent and interpret some of the most significant and controversial historic sites in the county.	

They include battlefield sites, the sites of war crimes against local tribes, a controversial statue to a U.S. Naval Officer, historic trails, tribal villages, and location markers for significant buildings or remnants. The project will seek to develop contextual and temporal themes for related objects. Initial research for the grant application suggests that tribal stories will be a dominant theme.

The historic context will be the first step in a survey of Spokane County's historic objects and sites. The history and context will be augmented with a survey of up to 100 individual objects. The exploratory survey will include the following information for each object or site: the date of construction; the sponsors of the object; a transcription of any words on the object; any issues or controversy with the object; the current ownership status; contemporary accounts of the object (newspaper reports); along with photographs of the object and associated site.

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

This project's objectives are:

- 1.) Conduct an exploratory survey including photographing up to 100 individual objects and associated sites in the City of Spokane and Spokane County to help inform the writing of a history and context of Spokane County's objects and sites. This project will focus on objects, as well as sites that are marked or interpreted by an object.
- 2.) Produce a holistic history and context of Spokane's objects and associated sites that is contextualized thematically and temporally. The written history will also explore questions such as:
 - When did Spokaneites start constructing objects and what motivated the builders?
 - Which community's or group's stories are reflected by Spokane County's objects and sites?
 - What sorts of misinterpretations are perpetuated by Spokane County's objects?
 - Are there some examples of objects and sites that are eligible for listing?
- 3) Produce a web-based educational and outreach component including an interactive map that will allow citizens and researchers to explore the surveyed objects and sites.
- 4) This project is not related or affiliated with any statewide projects, but it will contribute in small part to a statewide effort by the Washington State Historical Society to survey all historic markers in the state.

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

The Spokane County OHSC will further important goals and objectives of the Spokane City/County Historic Landmarks Commission (SHLC). In the Spokane Municipal Code and Spokane County Code, the SHLC is instructed to "conduct and maintain a comprehensive inventory of historic resources within the boundaries of the City and Spokane County and publicize and periodically update inventory results." The Spokane Municipal Code and Spokane County Code instructs that it is the purpose of the SHLC "to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County." The SHLC has been active in preserving buildings and districts but has not yet fulfilled its commitment to identify and protect objects and sites.



Certified Local Government Grant Application

I. Applicant (Please carefully review the Application Instructions before completing the application.)

Application Due: April 29th 2022

Name of Local Government:

Mailing Address:

Grant Contact:

Phone:

Email:

II. Grant Category

- ☐ Survey & Inventory ☐ Register nomination ☐ Planning ☐ Education
- ☐ Reconnaissance
- ☐ Intensive # of new or updated forms:

III. Project Summary (Summarize your project in a few sentences.)

***Note: Boxes below are not editable. Totals are auto calculated from the Project Budget on page 5.**

Grant Amount Requested:

Match Amount:

Total Project Cost:

IV. Project Description

Organize your description in the following order (see instructions for more info):

- a. Introduction (includes local government goals & objectives)
- b. Project Description
- c. Statement of Need
- d. Project Objectives
- e. Maps, photographs, or other supporting documentation may be included as attachments. Please include them in the hard copies and the digital PDF submission.

*500-word maximum for each text box

IV. Project Description Continued

V. Project Schedule

Please list each proposed grant activity separately, beginning with your estimated start and completion dates. A start date and completion date alone are not sufficient for the Schedule of Project Completion. This should be a complete listing of potential activities associated with the grant, including for check-ins or draft submittals. (***please allot time in your schedule for project drafts or a check-in***). **Mandatory** draft or check-in dates are **April 28th** and **July 14th, 2023** unless you specify otherwise in your schedule. Following draft submissions, there will be 14 days for DAHP to review and comment on draft review of all reports, documents, publications, HPI forms etc.). You may begin billing for project work starting **October 1, 2022**. Final projects must be turned in by **September 1, 2023**. Final reimbursements requests must be sent in by **September 30, 2023**. All drafts, check ins, final reports, and reimbursement requests should be sent to Michelle Thompson at michelle.thompson@dahp.wa.gov.

Work to be Accomplished

Start Date

Finish Date

VI. Project Budget

*Totals are auto calculated

Salaries/Volunteer Time

	Federal Share	Hard Match	Soft Match	Total
Total:				

Goods & Contract Services

Total:				

Materials/Supplies/Equipment

Total:				

Travel/Other

Total:				

	Total Federal Share	Total Hard Match	Total Soft Match	Total Project Cost
Total Funding Request:				

VII. CHECKLIST-

To assure that your grant proposal is complete, please check off that you have included the following for your application:

- ☐ One completed digital copy of the three signature attachments and any supplemental information included emailed to Michelle Thompson at michelle.thompson@dahp.wa.gov
- ☐ Written documentation for federally approved indirect cost rate, if applicable.
- ☐ Written justification for volunteer rates, if applicable.
- ☐ One signed original Assurance of Compliance with the U.S. Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964 . (Attachment 5A)
- ☐ One signed original Statement of Understanding for Grant Management Requirements. (Attachment 5B)
- ☐ One signed original Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form (Attachment 5C).

ATTACHMENT 5A

U. S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

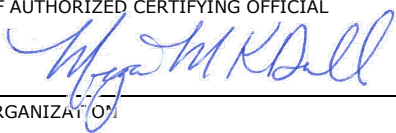
As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE

ATTACHMENT 5B

STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.
- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."
- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.
- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.
- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.
- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

CLG

SIGNATURE OF APPLICANT

TITLE

DATE _____

ATTACHMENT 5C

U.S. Department of the Interior

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.500, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative



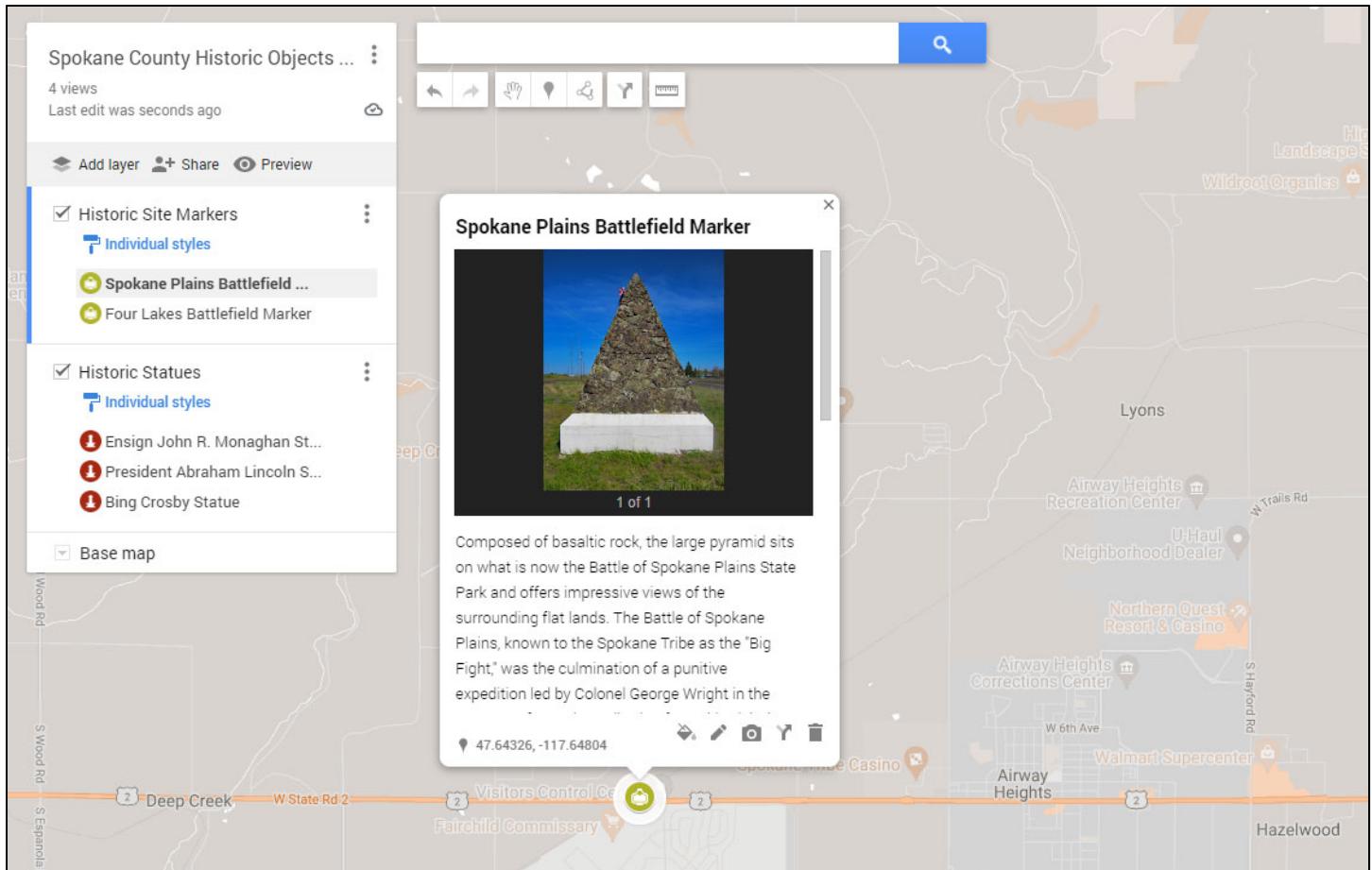
Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel.#).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

e. Attachments



The Spokane Historic Preservation Office will produce a web-based product including an interactive map to share the results of the Spokane County Object and Site History and Context. The project webpage will include a digestible synopsis of the written history and context that will serve as our primary educational outreach for sharing the results of the project. The example above gives an idea of the interactive map concept that the HPO hopes to create but in a more complete and thorough format.

Historic Properties of Spokane

Back to the listings

Battle of Four Lakes Monument



Common Name: Battle of Four Lakes Monument

Address: 13219 W. 1st Avenue, Four Lakes, WA 99014 See Map

Date Built: 1935

Architect / Builder: Unknown

Neighborhood: Other / Outside City Limits

Historic District: Boogie's Addition Historic District

National Register Date: N/A

Spokane Register Date: N/A

The Battle of Four Lakes Monument was erected in 1935 by Spokane County Pioneer Society, Medical Lake Commercial Club and Four Lakes Grange. The unassuming granite pyramid commemorates the 1858 battle between a confederation of Plateau Indian Tribes and a force commanded by Colonel George Wright. Wright was sent by General Newman Clarke to wage a punitive campaign in retaliation for the Tribe's attack on Lieutenant Colonel Edward Steptoe's forces earlier in the year. Armed with rifles, Wright's soldiers routed the native forces. Although the monument reads that 700 Army soldiers defeated "5000 allied Indians," contemporary research indicates that both sides were evenly matched, as Wright's fighting forces numbered around 500 and the Indian forces only slightly more than that.

The Battle of Four Lakes Monument was inventoried on April 12, 1970 but is currently not listed on the Spokane or National Register.

Nomination (PDF)

24416 23 24484 32-47

Form 10-100 (July 1969) UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY - NOMINATION FORM

(Type all entries - complete applicable sections)

STATE: Washington		COUNTY: Spokane	
ENTRY NUMBER		DATE	

1. NAME

COMMON: Battle of Four Lakes Monument

AND/OR HISTORIC:

2. LOCATION

STREET AND NUMBER: Within State Highway right of way on operating property in the vicinity of Silver, Granite, Meadow and Clear Lakes

CITY OR TOWN: located within Four Lakes, Washington

STATE: Washington CODE: 53 COUNTY: Spokane CODE: 063

3. CLASSIFICATION

CATEGORY (Check One)	OWNERSHIP	STATUS	ACCESSIBLE TO THE PUBLIC
<input checked="" type="checkbox"/> District <input type="checkbox"/> Site <input type="checkbox"/> Object	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Both	<input type="checkbox"/> Public Acquisition: <input type="checkbox"/> In Process <input type="checkbox"/> Being Considered	<input type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied <input type="checkbox"/> Preservation work in progress

PRESENT USE (Check One or More as Appropriate)

<input checked="" type="checkbox"/> Agricultural <input type="checkbox"/> Commercial <input type="checkbox"/> Educational <input type="checkbox"/> Entertainment	<input type="checkbox"/> Government <input type="checkbox"/> Industrial <input type="checkbox"/> Military <input type="checkbox"/> Museum	<input type="checkbox"/> Park <input type="checkbox"/> Private Residence <input type="checkbox"/> Religious <input type="checkbox"/> Scientific	<input type="checkbox"/> Transportation <input checked="" type="checkbox"/> Other (Specify): monument pointing out battlefields located on adjacent agricultural fields
---	--	--	--

4. OWNER OF PROPERTY

OWNER'S NAME: Washington State Highway Department, District 6

STREET AND NUMBER: 2714 North Mayfair

CITY OR TOWN: Spokane STATE: Washington CODE: 99205 53

5. LOCATION OF LEGAL DESCRIPTION

COURTHOUSE, REGISTRY OF DEEDS, ETC.: Same as ownership

STREET AND NUMBER:

CITY OR TOWN: STATE: CODE:

6. REPRESENTATION IN EXISTING SURVEYS

TITLE OF SURVEY: Spokane Metropolitan Area Transportation Study

DATE OF SURVEY: Feb. 1969 ☒ Federal ☒ State ☒ County ☒ Local

DEPOSITORY FOR SURVEY RECORDS: Spokane City Hall

STREET AND NUMBER: N. 221 Wall St.

CITY OR TOWN: Spokane STATE: Washington CODE: 53 46

STATE: Washington
COUNTY: Spokane
ENTRY NUMBER
DATE

Spokane preservationists have made some small efforts to inventory historic objects and sites including two inventory forms completed in the 1970s for the Battle of Spokane Plains and the Battle of Four Lakes (1935). These resources and other objects were also included in the Spokane Metropolitan Area Transportation Study completed in 1969. The Save Outdoor Sculpture program in the 1990s did some survey work of artistic statues, but that project did not address any other types of objects. The proposed Spokane County Objects and Sites History and Context will expand on this early survey work that was initiated by Spokane's trailblazing preservation community.

Letter to remove Monaghan statue expected to be delivered to Spokane City Council soon

UPDATED: Tue., April 5, 2022




The memorial statue of John Monaghan sits at Monroe Street and Riverside Avenue in downtown Spokane. The son of one of Spokane's wealthiest men, James Monaghan, he died in 1899 in combat with native Samoans in Western Samoa. The statue memorializes Monaghan but some object to it based on the use of the phrase "savage foe" to describe the Samoans involved in the battle. (Jesse Tinsley/THE SPOKESMAN-REVIEW)

Twitter

Facebook

Email

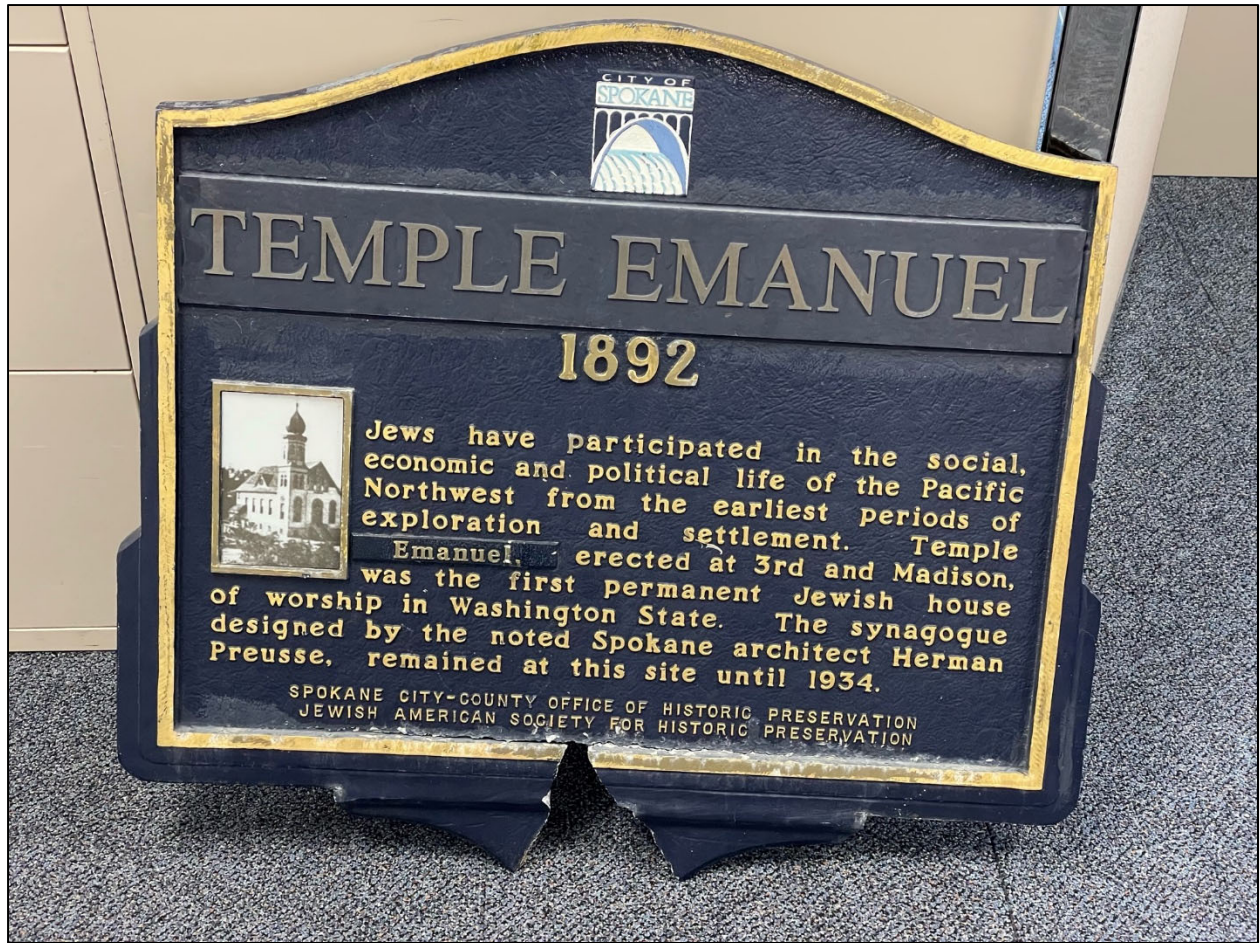
Reddit

By Garrett Cabeza 
garretto@spokesman.com
 (509) 450-5135

There have been several efforts over the years to remove the controversial John Robert Monaghan statue from downtown Spokane. One group hopes to deliver a letter to the City Council asking for its removal by early June.

Gonzaga University hosted a panel discussion, titled "Advancing Removal of the John R. Monaghan Statue: A Movement in Solidarity with Pasifika to Combat Racism," Tuesday night at the school's Hemmingson Center Auditorium.

There has been recent calls for the removal of the Ensign John R. Monaghan statue in downtown Spokane. The statue was erected in 1906 to honor a Naval officer, but Monaghan's legacy has been reconsidered in recent years. The statue was surveyed in the Save Outdoor Sculpture survey of the 1990s. The SHLC also applied for grant funding during the Save Outdoor Sculpture program to help with restoration of the statue. The proposed Spokane County OSHC will expand on this survey work that was initiated during the Save Outdoor Sculptures program.



Here is an example of an object that was damaged by an automobile accident. This marker sat in downtown Spokane at the site of Washington State's first Jewish Synagogue which was demolished in 1934. The marker was erected with support from the SHLC and the Jewish American Society for Historic Preservation, however the current ownership of the object and the property it sits on is murky and determining a course of action for repair is difficult. The object has now been sitting in the Historic Preservation Office for over two years.



Although some of the objects and sites in Spokane County are well-known, here is an example of a marker that was erected in 1936 in rural Spokane County. The marker sits near private property and is not easily spotted from the right-of-way. There are many of these more obscure, yet potentially significant, markers spread throughout the county. The proposed Spokane County Objects and Sites History and Context will locate and photograph many of these objects while also identifying a thematic context that helps to define the significance of markers related to tribal-missionary relations.

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Finance
Contact Name & Phone	Paul Ingiosi – 509-625-6061
Contact Email	pingiosi@spokanecity.org
Council Sponsor(s)	Council Members Wilkerson and Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO – Salary Savings to Contractual Services
Summary (Background)	<p><u>Background</u></p> <p>City code permits intrafund budget transfers of budgeted personnel expenses to non-personnel expenses only when approved by an ordinance passed by the vote of one more than the majority of all members of the City Council (SMC 07.09.010(A)(4)).</p> <p><u>Summary</u></p> <p>The department would like to transfer \$40,000 in salary and benefit savings from a vacant Attorney Assistant position to the contractual services expense type to hire a legal temp.</p>
Proposed Council Action & Date:	SBO – June 13, 2022
Fiscal Impact: Total Cost: \$40,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
n/a
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
n/a

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Decrease the appropriation for an Attorney Assistant position in the Legal Department by \$40,000.
- 2) Increase the appropriation for contractual services by \$40,000.
- 3) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from hiring a legal temp for an attorney assistant position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience Committee Meeting

Submitting Department	Legal
Contact Name & Phone	Michael Ormsby, Ext. 6287
Contact Email	mormsby@spokanecity.org
Council Sponsor(s)	Council Members Wilkerson and Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amendment to Administrative Staffing Contract
Summary (Background)	<p>Contract Amendment for Robert Half International to allow for Legal and other departments to use the contract and to add monies from Legal for a temporary staff member.</p> <p>This Contact Amendment is being accompanied by a SBO.</p>
Proposed Council Action & Date:	June 13, 2022
Fiscal Impact: Total Cost: <u>\$40,000</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Risk Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council	

Resolutions, and others?

N/A



City of Spokane

CONTRACT AMENDMENT

Title: **ACCOUNTING SUPPORT
TEMPORARY EMPLOYEES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ROBERT HALF INTERNATIONAL INC.**, whose address is 2613 Camino Ramon, San Ramon, California 94583, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Temporary Employees for Accounting Support; and

WHEREAS, the scope of work in the original contract has changed, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, with effective date of September 20, 2021 and signed by the parties on October 7, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall be effective June 1, 2022.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include support for multiple City of Spokane Departments, using any category on Attachment A, which is included in this document.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ROBERT HALF INTERNATIONAL INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

22-111