

Urban Experience Committee
Agenda for 1:15 p.m. Monday October 10th, 2022

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. October 10th, 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 [September 12th, 2022](#)
- III) Discussion Items
 - 1) [Development Services Center Presentation](#) - Steve MacDonald (10 Minutes)
 - 2) [Building Opportunities and Choice for All Interim Ordinance Minor Amendment](#) - Spencer Gardner (5 Minutes)
 - 3) [Cannon Streetcar Suburb Historic District Update](#) - Megan Duvall (10 Minutes)
 - 4) [Historic Preservation Nominations](#) - Megan Duvall (5 Minutes)
 - 5) [Ordinance Establishing the City of Spokane as Zone Free of Nuclear Weapons](#) - Council President Beggs (10 Minutes)
- IV) Consent Items
 - 1) [Drone Resolution](#) (Communications)
 - 2) [SNAP Home Repair Programs - Contract Renewal](#) (Community, Housing, and Human Services)
 - 3) [Plan Commission Work Program 2022/2023](#) (Planning Services)
 - 4) [Agreement with WSDOT for Ralph St. Traffic Calming Improvements, WSDOT - NSC Construction](#) (Integrated Capital Management Department - Public Works Division)
 - 5) [Clean Energy Contract Renewal](#) (Fleet Services)
 - 6) [Contract Amendment for Link Utilities Strategy for Water](#) (Integrated Capital Management - Public Works Division)
 - 7) [Division Connects Phase 2 Resolution](#) (Community and Economic Development - Planning Services)
 - 8) [EPA Community-wide Assessment Grant Acceptance & Implementation Contract Amendment](#) (Planning and Economic Development)
 - 9) [Backflow Prevention Assemblies Value Blanket](#) (Water & Hydroelectric Services)
 - 10) [Seven \(7\) Multi-Family Tax Exemption \(MFTE\) Conditional Agreement\(s\)](#) (Planning and Economic Development)
 - a) Dakota – Oldivai Modular Townhomes
 - b) Mission Ave. Apartments
 - c) Macklemore Building
 - d) Magnesium Village
 - e) 2801 E 5th Ave - Triplex with Internal ADU
 - f) E. 31st - Oldivai Modular Apartments
 - g) Rose Fourplex

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee
September 12, 2022

Call to Order: 1:20 pm.

Recording of the meeting may be viewed here: <https://my.spokanecity.org/citycable5/live/>

Attendance

Committee Members Present: CM Stratton (Chair), CM Zappone (Co-Chair), CP Beggs, CM Kinnear, CM Cathcart, CM Wilkerson, CM Bingle.

Staff/Others Present: Hannahlee Allers, Johnnie Perkins, Mike Piccolo, Nicolette Ocheltree, Mark Carlos, Giacobbe Byrd, Shae Blackwell, Kelly Thomas, Alex Gibilisco, Garrett Jones, Nick Hamad, Tonya Wallace, Jenn Cerecedes, Teri Stripes, Collin Tracy, Major Olsen, Mike Ormsby, Johnnie Perkins, Lynden Smithson, Rick Giddings, Adam Russell.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the July 11, 2022 meeting. The motion was seconded by CP Beggs. The minutes were approved by a vote of 6-0.

Agenda Items

Discussion items

1. Human Resources Update - Mike Piccolo
 - Action taken:
Presentation and discussion only, no action taken.
2. Council Confirmation of Mayoral Appointee - Director of Contracts and Purchasing - Tonya Wallace on behalf of Ryan Couch
 - Action taken:
CMs Wilkerson and Bingle agreed to sponsor this item to move forward for formal Council consideration.
3. Home Occupation Resolution - Councilmember Bingle
 - Action taken:
CMs Bingle and Cathcart agreed to sponsor this item to move forward for formal Council consideration.
4. Update Duties to the Human Rights Commission - Alex Gibilisco
 - Action taken:

CMs Stratton and Zappone agreed to sponsor this item to move forward for formal Council consideration.

5. Resolution Adopting the Parks Division 2022 Parks and Natural Lands Master Plan – Nick Hamad
 - Action taken:
CMs Stratton and Zappone agreed to sponsor this item to move forward for formal Council consideration.
6. Capping Third Party Food Delivery Fees - Councilmember Zappone
 - Action taken:
This item was moved to a future committee date.
7. Net Present Value of Trent Shelter - Tonya Wallace
 - Action taken:
Presentation and discussion only, no action taken.
8. YHDP Acceptance and Disbursement - Jenn Cerecedes
 - Action taken:
Presentation and discussion only, no action taken.
9. SBO - Youth Homelessness Demonstration Program (YHDP) - Jenn Cerecedes
 - Action taken:
CMs Wilkerson and Stratton agreed to sponsor this item to move forward for formal Council consideration.
10. SBO to Add 2 New FTEs to the Spokane Police Department - Major Olsen
 - Action taken:
CMs Cathcart and Bingle agreed to sponsor this item to move forward for formal Council consideration.

Consent items

1. Six (6) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s) (Planning and Economic Development)
 - a) 1727 Hartson
 - b) Abies House
 - c) Boone Apartments
 - d) Desmet
 - e) Howard Street
 - f) Mallon
2. Residential Street Mural and Community Crosswalk Programs (Office of Neighborhood Services)
3. Garden Park Pumphouse Roof Reconstruction (Facilities)
4. Canterbury Court Apartments Re-subordination Request (Community, Housing, and Human Services)
5. Value Blanket Order for Liquid Chlorine (Water and Hydroelectric Services)
6. Novak Settlement (City Legal)
7. Special Counsel Contract Amendment (City Legal)

Executive session

None.

Adjournment

The meeting adjourned at 2:17 p.m.

Prepared by:

Kelly Thomas

Approved by:

Council Member Karen Stratton
Urban Experience Committee Chair

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Community & Economic Development Division
Contact Name & Phone	Steve MacDonald – x6835
Contact Email	smacdonald@spokanecity.org
Council Sponsor(s)	N/A – No Council Action Needed
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	
Summary (Background)	<p>Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)</p> <ul style="list-style-type: none"> - Total Building Permits Issued - Total Residential Units Issued <ul style="list-style-type: none"> Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline <ul style="list-style-type: none"> In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year
Proposed Council Action & Date:	None (Informational for Council) - October 10, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Spencer Gardner
Contact Email	sgardner@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Building Opportunities and Choices for All interim ordinance minor amendment
Summary (Background)	<p>The Building Opportunity and Choices for All interim zoning ordinance was adopted to implement policies recommended by the Housing Action Plan on an interim basis and buy time for the City to work on long-term changes to the code. The code was prepared and implemented rapidly in order to immediately address the housing emergency declared by the Mayor in June 2021.</p> <p>The code includes design standards to ensure that development approved under the new rules protects the residential qualities of the neighborhoods they are in.</p> <p>This proposal is for two amendments to the code. The first clarifies that the airport overlay zones are protected areas and are not eligible for increased residential density. This amendment only affects a small strip of single-family area near Felts Field.</p> <p>The second clarifies the treatment of parking facilities on properties that can be developed under the interim rules. The adopted standards for parking in 17C.400.030H state the intent of the code as “To integrate parking facilities with the building and surrounding residential character.” One specific standard requires that “Parking structures, garages, and carports shall not be located between the principal structure and streets.” This requirement does not adequately address surface parking lots. The suggested amendment would add the term “parking areas” to these requirements to ensure that a parking lot cannot be placed between a home and the street.</p>

Proposed Council Action & Date:	Adoption of ordinance October 24, 2022
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.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? The proposal ensures that new development is compatible with surrounding residential properties, which is likely to protect historically excluded communities from having new development degrade the quality of their neighborhood.	
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	

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

The proposal implements recommendations from the Housing Action Plan and furthers the goals of the Comprehensive Plan to protect the quality of residential neighborhoods.

ORDINANCE NO. CXXXX

AN ORDINANCE amending Interim Zoning Ordinance No. C36232 and amending Spokane Municipal Code Sections 17C.400.010 and 17C.400.030 to clarify requirements for airport overlay zones and the siting parking facilities in relation to streets and residential structures; and declaring an emergency.

WHEREAS, on July 18, 2022 the City Council adopted ordinance C36232, an interim zoning ordinance, to implement actions specified in RCW 36.70A.600(1), and to increase its residential building capacity; and

WHEREAS, policy LU 1.15 of the Comprehensive Plan seeks to protect the operation of Spokane's airports by not allowing for increases in residential density; and

WHEREAS, the purpose of section 17C.400.030H is "To integrate parking facilities with the building and surrounding residential character"; and

WHEREAS, the City Council finds that Ordinance No. C36232 will improve compatibility of new housing with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, section 17C.400.030H.2(e) does not expressly prohibit placement of a parking lot between a residential structure and a public street; and

WHEREAS, the placement of parking areas between the structure and the public street can have a undesirable impacts on the character of nearby residential properties; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this emergency ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council finds that this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. SMC 17C.400.010 is amended as follows:

Section 17C.400.010 Pilot Low-Intensity Residential Development Standards

A. Purpose.

Low-intensity residential buildings, including single-family residential buildings, duplexes, multi-family residential structures of three or four units,

and attached houses, are all compatible building types within a neighborhood. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Definitions

1. Low-intensity residential buildings include the following building types:
 - a. Detached single-family residential buildings;
 - b. Duplexes;
 - c. Multi-family residential structures of three or four units; and
 - d. Attached houses.
2. Major transit stop means:
 - a. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
 - b. A stop on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
 - c. A stop for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.

C. Applicability.

1. In the event of a conflict, the provisions of this chapter supersede the standards and requirements of other sections of Title 17 SMC for residential zones RSF, RTF, RMF, and RHD, except that this chapter shall not supersede the provisions of Chapter 17C.180 SMC (Airfield Overlay Zones). Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
 - a. Engineering standards as described in [Title 17H SMC](#).
 - b. Environmental standards as described in [Title 17E SMC](#).
 - c. Off-street parking requirements as described in [chapter 17C.230 SMC](#).
 - d. Standards and regulations for an accessory dwelling unit per lot as described in [chapter 17C.300 SMC](#).
 - e. All other lot development standards given in Table 17C.110-3 unless provided in Table 17C.400-1 or other provisions of this section.
 - f. Airfield overlay zones as set forth in Chapter 17C.180 SMC and chapter 17C.182 SMC.

2. Developments approved under this chapter shall comply with all standards and regulations found herein. Developments may opt to adhere to all of the standards and requirements of the permanent sections of Title 17 SMC, in lieu of this section.
3. Notwithstanding other provisions of Title 17 SMC, a detached single-family residential building, a duplex, or an attached house shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
4. Notwithstanding other provisions of Title 17 SMC multi-family residential structures of three or four units shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
5. Notwithstanding maximum density standards in Table 17C.110-3, lots that conform to the applicable development standards of this section shall be considered to meet the maximum density requirements.

D. Lot Dimensions.

TABLE 17C.400-1 DEVELOPMENT STANDARDS					
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:					
	RA	RSF & RSF-C	RTF	RMF	RHD
Attached Houses as defined in 17A.020.010 SMC					
Minimum lot area	N/A	1,280 sq. ft.	1,280 sq. ft.	None	None
Minimum lot width with alley parking and no street curb cut [2]	N/A	16 ft.	16 ft.	None	None
Minimum lot width	N/A	36 ft.	36 ft.	None	None
Minimum lot depth	N/A	80 ft.	50 ft.	None	None

Minimum front lot line	N/A	Same as lot width	Same as lot width	None	None
Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units					
Minimum lot area	N/A	4,350 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum lot width	N/A	40 ft.	36 ft.	25 ft.	25 ft.
Minimum lot depth	N/A	80 ft.	40 ft.	25 ft.	25 ft.
Minimum front lot line	N/A	40 ft.	30 ft.	25 ft.	25 ft.
PRIMARY STRUCTURE					
Attached Houses as defined in SMC 17A.020.010					
	RA	RSF & RSF-C	RTF	RMF	RHD
Maximum Building Coverage	N/A	--	--	--	--
Maximum Roof Height [1]	N/A	40 ft.	40 ft.	40 ft.	40 ft.
Maximum Wall Height On Interior Lot of Development	N/A	35 ft.	35 ft.	--	--
Maximum Wall Height	N/A	30 ft.	30 ft.	--	--
Floor Area Ratio (FAR)	N/A	--	--	--	--
Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units					
Maximum Building Coverage	N/A	60%	60%	--	--
Maximum Roof Height [1]	N/A	40 ft.	40 ft.	40 ft.	40 ft.
Maximum Wall Height	N/A	30 ft.	30 ft.	--	--

Floor Area Ratio (FAR)	N/A	--	--	--	--
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Notes:

-- No requirement

[1] Base zone height may be modified according to [SMC 17C.110.215](#), Height.

[2] A private shared driveway providing access to the rear of a grouping of attached houses also meets the requirement for alley parking.

E. Additional Standards.

1. Porches, exterior balconies, or other similar areas not enclosed by walls may project up to six feet into the front setback.
2. Setback Averaging.
Setback averaging outlined in [SMC 17C.110.220\(D\)](#) shall not be greater than fifteen feet for developments approved under this section.
3. The following projections above the roof height maximum are allowed:
 - a. Parapets and rooftop railings may extend four feet above the height limit.
 - b. Walls or fences located between individual rooftop decks may extend six feet above the height limit if the wall or fence is set back at least four feet from the edges of the roof.
 - c. Stairway enclosures that provide rooftop access and cumulatively cover no more than ten percent of the roof area may extend up to ten feet above the height limit, provided that the enclosures are setback at least fifteen feet from all roof edges on the street facing facades.
3. Subdivision of land:
 - a. Subdivisions approved under this section shall meet the lot dimensions listed in Table 17C.400-1.
 - b. Notwithstanding exemptions provided for within the Spokane Regional Stormwater Manual (SRSW), subdivision of land approved under this section must meet the SRSW, as adopted by reference in [SMC 17D.060.030](#).
 - c. Proposed building footprints must be shown on the preliminary plat.
4. Attached Housing.
 - a. There is no limit to the number of consecutive attached houses.

- b. On interior lots, the side lot line setback for the side containing the common wall is reduced to zero.
- c. On corner lots, the street side lot line setback must comply with the setback noted in [Table 17C.110-3](#).
- d. There is no Floor Area Ratio (FAR) maximum for attached houses.

F. Design Standards.

Developments approved under this section must meet the design standards in 17C.400.030 SMC.

Section 2. SMC 17C.400.030 is amended as follows:

Section 17C.400.030 Pilot Low-Intensity Residential Design Standards

Development approved under this chapter must address the following design standards, administered pursuant to [SMC 17C.110.015](#), Design Standards Administration:

A. Landscaping.

1. Purpose.

The standards for landscaped areas are intended to enhance the overall appearance of residential developments. Landscaping improves the residential character of the area, breaks up large expanses of paved areas and structures, provides privacy for residents, and provides separation from streets. Landscaped areas also reduce stormwater run-off by providing a pervious surface.

2. Landscaping Implementation.

- a. Fifty percent of the area between the front lot line and the front building line must be planted with living ground cover. A patio or porch may be included in the calculation of ground cover area. (R)
- b. Landscaping is encouraged to follow the Spokanescape guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (P)
- c. Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (P)

B. Front Yards.

1. Purpose.

To provide separation between buildings and the public pedestrian realm where the front yard functions as usable outdoor space and

provides a clear, welcoming and safe entry for pedestrians from the sidewalk into the building.

2. Front Yards Implementation.

- a. Attached houses, duplexes, and low-intensity residential buildings of three or four units shall incorporate a residential front yard between the primary structure and the back of sidewalk. (R)

C. Outdoor Areas.

1. Purpose.

To create usable areas through the use of engaging outdoor spaces for the enjoyment and health of the residents.

2. Outdoor Areas Implementation.

- a. Each development shall provide a minimum of forty-eight square feet of outdoor area for each living unit within the building. (R)
- b. The outdoor area may be configured as either:
 - i. A private outdoor area, such as a balcony or patio directly accessible from the unit; or
 - ii. A common outdoor area accessible by all units in the building. (R)
- c. Common outdoor areas shall be easily accessible and visible to residents. (R)
- d. Common outdoor areas should provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P)
 - i. Site furnishings (benches, tables, bike racks, etc.);
 - ii. Picnic areas;
 - iii. Patios, plazas or courtyards;
 - iv. Shaded tot lots;
 - v. Rooftop gardens; planter boxes, or garden plots; or
 - vi. Open lawn.
- e. Outdoor spaces should not be located adjacent to dumpster enclosures, loading/service areas or other incompatible uses. (C)

D. Entrances.

1. Purpose.

To ensure that entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks to encourage pedestrian activity and enliven the street.

2. Entrances Implementation.

- a. Each unit fronting a street must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
- b. Each unit must have a covered, main entry-related porch, or stoop area. (P)

E. Windows.

1. Purpose.

To maintain a lively and active street face.

2. Windows Implementation.

- a. Windows shall be provided in façades facing streets, comprising at least fifteen percent of the façade area. (R)
- b. Decorative window features are encouraged, such as: (P)
 - i. Arched or transom windows.
 - ii. Mullions.
 - iii. Awnings or bracketed overhands.
 - iv. Flower boxes.
 - v. Shutters.
 - vi. Decorative window trim, pop-outs, or recesses.

F. Building Articulation.

1. Purpose.

To ensure that buildings along any public or private street display the greatest amount of visual interest and reinforce the residential scale and character of the streetscape and neighborhood.

2. Building Articulation Implementation.

- a. Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
- b. Moderate the scale of the building to create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- c. Horizontal facades longer than thirty feet should be articulated into smaller units, reminiscent of the residential scale of the

neighborhood. At least four of the following methods should be used: (P)

- i. Varied building heights.
 - ii. Use of different materials.
 - iii. Windows.
 - iv. Different colors.
 - v. Offsets.
 - vi. Projecting roofs (minimum of twelve inches).
 - vii. Recesses.
 - viii. Bay windows.
 - ix. Varied roof forms or orientation.
- d. Reduce the potential impact of new attached housing, duplexes, or low-scale residential buildings of three or four units on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

G. Screening.

1. Purpose.

The screening standards address specific unsightly features, which detract from the appearance of residential areas.

2. Screening Implementation.

- a. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front façade of the building. (R)
- b. Garbage and Recycling Areas. All exterior garbage cans, garbage collection areas, and recycling collection areas must be screened from the street and any adjacent properties. (R)
- c. Screening shall comply with the clear view triangle requirements defined in [SMC 17C.110.230\(G\)](#).
- d. Screening must comply with at least one of the following criteria: (R)
 - i. L1 Visual Screen meeting [SMC 17C.200.030\(A\)](#).
 - ii. A six-foot high solid masonry wall or sight-obscuring fence five-feet inside the property line with an L2 see-through buffer meeting SMC 17C.200.030(B), between the fence and the property line.

- e. Storage areas are not allowed within fifteen feet of a street lot line. (R)
- f. Mechanical Equipment. Mechanical equipment located on the ground, such as heating or cooling equipment, pumps, or generators must be screened from the street and any adjoining residential uses by walls, fences or vegetation tall enough to screen the equipment. Mechanical equipment on roofs must be screened from the ground level of any adjoining R-zoned lands. (R)

H. Parking Facilities.

1. Purpose.

To integrate parking facilities with the building and surrounding residential character.

2. Parking Facilities Implementation.

- a. The length of the garage wall facing the street may be up to fifty percent of the length of the street-facing building façade. (R)
- b. Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
- c. Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R)
- d. Where off-street parking for attached units or duplexes is provided, only one curb cut and sidewalk crossing for each two dwellings may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. (R)
- e. Parking structures, parking areas other than driveways, garages, and carports shall not be located between the principal structure and streets. (P)

Section 3. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its passage.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Cannon Streetcar Suburb Historic District Update
Summary (Background)	<p>The Historic Preservation Department received a grant in 2019 to create a Spokane Register Historic District in the lower south hill neighborhood of Cliff-Cannon. Work had begun on the boundaries, nomination, design guidelines and resource forms for the district at the time Covid hit. Workshop dates had just been sent out to all property owners in late February of 2020 that promptly had to be canceled. Staff continued working on the draft materials for the district and tried filming workshops for outreach that were available on the project website (www.historicspokane.org/cannon). The Historic Preservation Department did receive our grant of \$22,500 from the Department of Archaeology and Historic Preservation in September of 2020. The Cliff-Cannon Neighborhood Council held its first meeting since before Covid in May of 2022 which HP staff attended and was able to present district information. We restarted property owner meetings in May, June and July.</p> <p>After a slow start with attendance at the workshops, a group of property owners banded together to form a committee to energize the neighborhood. The neighborhood committee has been meeting weekly since August to strategize and implement a voting plan for the district. In order for a local historic district to be considered by Plan Commission and the City Council, a simple majority of property owners must agree to form a district through a vote. Ballots and self-addressed stamped return envelopes were mailed out by the Historic Preservation Department on September 14th after consulting with the neighborhood committee. The committee manned a table at the annual Cliff-Cannon Block Party; they have created yard signs to encourage neighbors to return ballots; and have plans for further workshops and door-knocking events.</p> <p>Ballots are due November 14, 2022. In order to bring the district forward, 289 “yes” votes from property owners must be returned. A ballot that is not returned is considered a “no” vote.</p> <p>If the neighborhood is in favor of the Cannon Streetcar Suburb Historic District, Historic Preservation Staff will present to Plan Commission in December at a workshop and hopefully follow soon after with a hearing. After Plan Commission recommendation, the overlay ordinance creating the historic district will be brought before City Council for a hearing.</p>

Proposed Council Action & Date:	Pending the property owner vote
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
<i>What impacts would the proposal have on historically excluded communities?</i> While the lower south hill neighborhood contains a mix of multi-family and single-family properties, there is not a specific impact to historically excluded communities. Creation of local historic districts does not discourage infill, however, the Landmarks Commission will review new construction within the neighborhood for compatibility with the historic nature. Designation can also be a tool toward maintaining existing housing that serves some of our lowest-income neighbors.	
<i>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?</i> That data is not something that is collected by the Historic Preservation Department.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> Effectiveness of the local historic district will be judged by the property owners who have requested the district to be created. Is the design review process easy to navigate? Is the decision-making fair and impartial? Has the character of the neighborhood been protected? Is the new construction compatible with the historic neighborhood?	
<i>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?</i> SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties 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 is a public necessity.	
Comprehensive Plan Chapter 8: Urban Design and Historic Preservation DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 1.2: New Development in Established Neighborhoods Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood. DP 2.7: Historic District and Sub-Area Design Guidelines Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.	

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 2.5 minutes
Agenda Item Name	0470 – MATTHEWS HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES
Summary (Background)	<p>The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100.</p> <p>The Regency Revival style Matthews House at 1326 S Ballou Road was constructed in 1938 and designed by prominent Spokane architect Henry Bertelsen. It meets the criteria for listing on the Spokane Register under Category C for its architecture.</p>
Proposed Council Action & Date:	Consent agenda item, for briefing on October 31 with a vote on November 1 st .
Fiscal Impact: Total Cost: <u>\$0</u> 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	
<i>What impacts would the proposal have on historically excluded communities?</i> This contract would have no meaningful impact on historically excluded communities.	
<i>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?</i> That specific data is not something that is collected by the Historic Preservation Department.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.	
<i>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?</i> SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties 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 is a public necessity.

Comprehensive Plan Chapter 8: Urban Design and Historic Preservation

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

DP 1.2: New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

DP 2.7: Historic District and Sub-Area Design Guidelines

Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 2.5 minutes
Agenda Item Name	0470 – STUDIO APARTMENTS NOMINATION TO THE REGISTER OF HISTORIC PLACES
Summary (Background)	<p>The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100.</p> <p>The International Style Studio Apartments at 1102 W 6th Avenue was constructed in 1949 and designed by prominent Spokane architectural firm of McClure & Adkison along with associate Bruce Walker. It meets the criteria for listing on the Spokane Register under Category C for its architecture.</p>
Proposed Council Action & Date:	Consent agenda item, for briefing on October 31 with a vote on November 1 st .
Fiscal Impact: Total Cost: <u>\$0</u> 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	
<i>What impacts would the proposal have on historically excluded communities?</i> This contract would have no meaningful impact on historically excluded communities.	
<i>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?</i> That specific data is not something that is collected by the Historic Preservation Department.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.	
<i>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?</i> SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties 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 is a public necessity.

Comprehensive Plan Chapter 8: Urban Design and Historic Preservation

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

DP 1.2: New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

DP 2.7: Historic District and Sub-Area Design Guidelines

Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.

Committee Agenda Sheet

Urban Experience

Submitting Department	City Council
Contact Name & Phone	Council President Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Ordinance Establishing the City of Spokane as Zone Free of Nuclear Weapons
Summary (Background)	The purpose of this ordinance is to establish a new title of the SMC that declares the City of Spokane as a zone free of nuclear weapons, prohibiting work on nuclear weapons and limiting harmful exposure to high-level nuclear waste within City limits.
Proposed Council Action & Date:	Will file after committee
Fiscal Impact: Total Cost: <u>N/A</u> 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? This ordinance doesn't have particular impacts on historically excluded communities, but it seeks to protect all residents from issues surrounding nuclear waste exposure.	
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? There is no data-collecting structure built into this ordinance.	
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? Resolution 2018-0070, declaring Spokane a nuclear-free community; Comprehensive Plan Chapter 9	

ORDINANCE NO. C-_____

An ordinance establishing the City of Spokane as a zone free of nuclear armaments; enacting a new title X of the Spokane Municipal Code.

WHEREAS, the nuclear arms race has been accelerating for more than three-quarters of a century, draining the world's resources and presenting humanity with the ever-mounting threat of nuclear holocaust; and

WHEREAS, there is no adequate method to protect Spokane residents in the event of nuclear war; and

WHEREAS, nuclear war threatens to destroy most higher life forms on this planet; and

WHEREAS, the use of resources for new nuclear weapons prevents these resources from being used for other human needs, including jobs, housing, education, health care, public transportation and services for youth, the elderly and the disabled; and

WHEREAS, the United States already has a sufficient stockpile of nuclear weapons to defend itself and destroy the world several times over; and

WHEREAS, the United States, as a leading producer of nuclear weapons, should take the lead in the process of global slowdown of the arms race and the negotiated elimination of the threat of impending holocaust; and

WHEREAS, an emphatic expression of the feelings on the part of private residents and local governments can help initiate such steps by the United States and the other nuclear weapons powers; and

WHEREAS, Spokane is on record in support of a bilateral nuclear weapons freeze and has expressed its opposition to civil-defense crisis relocation planning for nuclear war; and

WHEREAS, Fairchild Air Force Base no longer utilizes nuclear weapons in its mission of protecting our community; and

WHEREAS, the failure of governments of nuclear nations to adequately reduce or eliminate the risk of ultimately destructive nuclear attack requires that the people themselves, and their local representatives, take action; and

WHEREAS, the production of nuclear energy creates highly radioactive nuclear waste whose transportation by rail or vehicle through the City can create substantial risk to the public safety and welfare of the City.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new title XX of the Spokane Municipal Code to read as follows:

Section XX.XX.XX Purpose

The purpose of this title is to establish the City of Spokane as a zone free of nuclear weapons, prohibiting work on nuclear weapons and limiting harmful exposure to high-level nuclear waste within City limits. Residents and representatives are urged to redirect resources previously used for the production of nuclear weapons towards endeavors which promote and enhance life, including economic development, childcare, housing, schools, health care, emergency services, public transportation, energy conservation, small business support and jobs.

Section XX.XX.XX Definition

As used in this chapter, the following terms shall have the meanings indicated:

- A. "Component of a nuclear weapon" is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery, or detonation of a nuclear weapon.
- B. "Nuclear weapon" is any device with the sole purpose of the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.
- C. "Nuclear weapons producer" is any person, firm, corporation, limited liability company, institution, facility, parent, or subsidiary thereof, engaged in the production of nuclear weapons or their components.
- D. "Production of nuclear weapons" includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation, or disposal of nuclear weapons or their components.
- E. A "product produced by a nuclear weapons producer" is any product which is made wholly or primarily by a nuclear weapons producer, except that products which, prior to their intended purchase by the City, have been previously owned and used by an entity other than the manufacturer or distributor; such products shall not be considered produced by a nuclear weapons producer if, prior to their

purchase by the City, more than 25% of the useful life of such product has been used or consumed, or within one year after it has been put into service by the previous nonmanufacturer owner. The “useful life of a product” shall be defined, where possible, by the applicable rules, regulations or guidelines of the United States Internal Revenue Service.

Section XX.XX.XX Nuclear Facilities Prohibited

- A. The production of nuclear weapons shall not be allowed in the City. No facility, equipment, components, supplies, or substance used to produce nuclear weapons shall be allowed in the City.
- B. No person, corporation, university, laboratory, institution, or other entity in the City knowingly and intentionally engaged in the production of nuclear weapons shall commence any such work within the City after adoption of this chapter.

Section XX.XX.XX Investment of City Funds

The City Council shall consider a socially responsible investment policy, specifically addressing any investments the City may have or may plan to have in industries and institutions which are knowingly and intentionally engaged in the production of nuclear weapons.

Section XX.XX.XX Eligibility for City Contracts

- A. The City and its officials, employees or agents shall not knowingly or intentionally grant any award, contract, or purchase order, directly or indirectly, to any nuclear weapons producer.
- B. The City and its officials, employees or agents shall not knowingly or intentionally grant any award, contract or purchase order, directly or indirectly, to purchase or lease products produced by a nuclear weapons producer.
- C. The recipient of a City contract, award or purchase order shall certify to the City Clerk by a notarized statement that it is not knowingly or intentionally a nuclear weapons producer.
- D. The City shall phase out the use of any products of a nuclear weapons producer which it owns or possesses. Insofar as nonnuclear alternatives are not available, for the purpose of maintaining a product during its normal useful life and for the purpose of purchasing or leasing replacement parts, supplies and services for such products, subsections (A) and (B) of this section shall not apply.
- E. The City shall identify a source annually that maintains a list of nuclear weapons producers to guide the City, its officials, employees and agents in the implementation of subsections (A) through (C) of this section. The list shall not

preclude application or enforcement of these provisions to or against any other nuclear weapons producer.

F. Waivers.

1. The provisions of subsections (A) and (B) of this section may be waived by resolution passed by a majority vote of the City Council; provided that:
 - i. After a diligent good-faith search, it is determined that a necessary good or service cannot reasonably be obtained from any source other than a nuclear weapons producer;
 - ii. A resolution to consider a waiver be on file with the City Clerk under the normal timing as laid out in Council's Rules and shall not be added by a suspension of those Rules.
2. The reasonableness of an alternative source shall be determined upon the consideration of the following factors:
 - i. The intent and purpose of this chapter;
 - ii. Documented evidence establishing that the necessary good or service is vital to the health or safety of the residents or employees of the City, with the understanding that the absence of such evidence shall diminish the necessity for waiver;
 - iii. The recommendations of the Mayor and/or City Administrator;
 - iv. The availability of goods or services from a non-nuclear-weapons producer reasonably meeting the specification or requirements of the necessary good or service;
 - v. Quantifiable substantial additional costs that would result from the use of a good or service of a non-nuclear-weapons producer; provided, that this factor shall not become the sole consideration.

Section XX.XX.XX Exclusions

- A. Nothing in this chapter shall be construed to prohibit or regulate the research and application of nuclear medicine or the use of fissionable materials for smoke detectors, light-emitting watches and clocks and other applications where the purpose is unrelated to the production of nuclear weapons. Nothing in this chapter shall be interpreted to infringe upon the rights guaranteed by the First Amendment to the United States Constitution nor upon the power of Congress to provide for the common defense.

- B. Nothing in this chapter shall be interpreted, construed or applied to prevent the City Council, Mayor or the City Administrator or their designee from acting to remedy, ameliorate or prevent an emergency situation presenting a clear and present danger to the public health, safety and general welfare, as defined in Chapter 2.04 of the Spokane Municipal Code; provided, that should any such emergency situation require the purchase of products or services from or entry into a contract with a nuclear weapons producer then the Mayor or City Administrator shall notify the City Council within three working days of the City's actions.
- C. Nothing in this chapter shall be interpreted, construed, or applied to supersede or bypass any procurement regulations, whether those regulations are legislative or administratively promulgated; provided, however, that no procurement regulations pertaining to the granting of any award, contract or purchase order shall alter or abrogate the intent or requirements of this chapter.

Section XX.XX.XX Violations and Penalties

- A. Any violation of this chapter shall be a Class 1 Civil Infraction.
- B. Without limitation or election against any other available remedy, the City or any of its residents may apply to a court of competent jurisdiction for an injunction enjoining any violation of this chapter. The court shall award attorney's fees and costs to any party who succeeds in obtaining an injunction hereunder.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Communications/PEG Funds
Contact Name & Phone	John Delay 6355
Contact Email	jdelay@spokanecity.org
Council Sponsor(s)	Stratton/Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Drone Discussion
Summary (Background)	CityCable 5 and City Legal has been working to amend Section 18.04.010 of the Spokane Municipal Code (privacy ordinance) passed by City Council to allow for the purchase of a drone (UAV - Unmanned Aerial Vehicle) to be used for video acquisition. Currently emergency services are the only City Departments allowed to own and deploy a drone. Other departments that contract out for aerial acquisition must obtain Council approval for each deployment. This purchase would enable CityCable 5 to file an FAA flight request and deploy the UAV in a timely manner.
Proposed Council Action & Date:	Approval of this ordinance to allow for the public hearing process to allow for the purchase of a drone
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.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? As part of the Franchise, the City operates CityCable 5, the City of Spokane government access channel. Purchase of an Unmanned Aerial Vehicle will provide for enhanced communication to all Citizens that have access to the internet or cable TV.	
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? Video will be kept in accordance with the WA State Public Records retention guidelines. FAA flight plans will be filed as well.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

The current privacy ordinance would be amended to allow for the City of Spokane's Communication Department to purchase a UAV (Drone) and be used in a timely fashion following the current FAA guidelines. Purchase of this equipment would be used for promotion of the various policies and plans that the City promotes.

RESOLUTION NO. _____

A Resolution authorizing CityCable 5 to purchase and operate a broadcast quality drone to produce programs and marketing for the City of Spokane.

WHEREAS, UAV'S (Unmanned Aerial Vehicles) are widely used by commercial businesses, municipal governments, professional photographers and hobbyists; and

WHEREAS, according to the FAA, there are now almost 900,000 drones registered in the United States; and

WHEREAS, all UAV flights within certain boundaries must file a documented flight plan with the FAA: and

WHEREAS, section 18.04.010 of the Spokane Municipal Code requires approval of City Council for any use of a drone by the City or any Contractor of the City; and

WHEREAS, CityCable5 has set forth protocols for such drone technology as contained in Attachment "A", and

WHEREAS, all UAV Commercial Flights must be flown by a certified Drone Pilot; and

WHEREAS, CityCable 5 has a Certified Part 107 FAA UAV Pilot: and

WHEREAS, drone flights commissioned by the CityCable 5 cannot be utilized for surveillance or tactical purposes: and

WHEREAS, videos recorded by a drone in flight can illustrate the scale of Public Works Projects including snow removal and bridge and street repair; and

WHEREAS, drones (UAV) can provide the City with video to promote local events at a fraction of the cost of manned aerial photography; and

WHEREAS, drones provide a with a perspective of jurisdiction and assets that cannot be obtained on the ground; and

WHEREAS, aerial imagery can help market the city, and its attractions, with visitors, tourist and conventioners; and

WHEREAS, any UAV owned and authorized by the city can only be operated by a qualified FAA Part-107 Drone pilot; and

WHEREAS, safety is a primary concern when flying a UAV and pilots must avoid mid-air collisions; and

WHEREAS, UAV's operated by the City of Spokane must be programed with "sense and avoid" capabilities that, match those of manned aircraft; and

NOW, THEREFORE, BE IT RESOLVED that CityCable 5 is authorized to purchase and operate a broadcast quality drone to utilize for recording footage of the City's landscape and structures to produce programming and marketing materials for CityCable 5 consistent with the Operation Protocols as outlined in Attachment "A".

BE IT FUTHER RESOLVED that the still or video photography authorized by this Resolution shall be used solely by the City and solely for official purposes.

PASSED by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Attachment "A"

CityCable 5 Drone Operation Protocols

1. Deployment of the UAV will be in 30 minute or less increments depending on the assigned production elements. Deployed from a portable case and varying from temporary locations.
2. The proposed drone will be a DJI Mavic 3 Fly Combo or equivalent
3. It is CityCable5 policy to never infringe upon anyone's privacy. Use of the drone will be used in public locations.
4. Raw footage that is acquired will be stored on a server maintained by City of Spokane staff.
5. As per FAA requirement, live footage will be monitored by the certified pilot operating the UAV.
6. A digital record of every flight will be maintained at the office of CityCable 5.
7. CityCable5 UAV owned and authorized by the City can and will only be operated by a qualified FAA Part 107 drone pilot and only operated under the scope of FAA rules and regulations pertaining to sUAS operations using the latest LAANC operations mapping.
8. Similar to other video acquired by CityCable 5, footage gathered by the UAV will only be used for "City of Spokane" purposes. Request for footage by other government agencies will need to submit the required consent forms.
9. Retention of the footage will follow WA State public records laws.
10. All footage retained will be labeled and stored in the CityCable 5 video database.

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Tessa Jilot (625-6327)
Contact Email	tjilot@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	SNAP Home Repair Programs – Contract Renewal
Summary (Background)	<p><u>Background/History</u></p> <p>SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation programs offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.</p> <p>For more information on SNAP home repair programs, please visit:</p> <p>Essential Repair Program https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/</p> <p>Single Family Rehabilitation Program https://www.snapwa.org/home-repair/</p> <p>On Tuesday, September 13, 2022, members of the CHHS Affordable Housing Committee met to review and discuss renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.</p> <p>On Thursday, September 15, 2022, members of the CHHS Board voted in favor of the renewal recommendation presented by the CHHS Affordable Housing Committee.</p> <p>Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/22 (pending City Council approval).</p> <p><u>Contract Summary</u></p> <p>Renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs to provide housing stability for low- and moderate-income homeowners in the City of Spokane.</p> <p><u>Contract #1</u></p> <p>Partner Agency: SNAP</p> <p>Program Name: Essential Home Repair program</p> <p>Contract Reference: <<OPR TBD>></p> <p>Funding Source: CDBG</p> <p>Award Amount: \$500,000</p> <p>Number of Homes Repaired: 200</p>

	<p><u>Contract #2</u> Partner Agency: SNAP Program Name: Single Family Rehabilitation Program Contract Reference: <<OPR TBD>> Funding Source: CDBG Award Amount: \$1,484,879 Number of Homes Repaired: 30</p>
Proposed Council Action & Date:	Support SNAP Home Repair Programs' 2023 contract renewal at the October 3, 2022 Public Safety & Community Health Committee meeting
<p>Fiscal Impact: Total Cost: No new or additional costs are tied to this request.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: CDBG</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.): None</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>SNAP will maintain all records required by Federal regulations that are pertinent to the activities funded through this contract. This includes records providing a full description of each activity undertaken; records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and demographic information related to race, ethnicity, income, head-of-household classification, and disability status.</p> <p>SNAP will submit regular activity reports to the City in conjunction with reimbursement requests each month. These reports will include the following program accomplishments and project beneficiary data:</p> <ul style="list-style-type: none"> • Cumulative Contract Goals: completed units, administrative draws, management draws, loan disbursements • Monthly Performance Measures: project address, homeowner name, household income, race and ethnicity information, elderly status, female head of household status, loan or grant dollar amount, dates of National Environmental Policy Act (NEPA) review completion, and lead-based paint activity • Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility <p>SNAP will meet with CHHS staff monthly to review activity reports, address issues, and track goal achievement.</p>	

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

See information above regarding data collection and dissemination.

The City will monitor the performance of SNAP on a risk-based approach against established goals and performance measures, timely submittal of performance data, spend down of grant funds, and all other terms and conditions outlined in the contract document. Substandard performance as determined by the City will constitute a noncompliance and will result in action, which may include: SNAP being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination.

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 proposal aligns with the 2020-2024 Consolidated Plan and the 2020-2025 Strategic Place to End Homelessness.

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning Services
Contact Name & Phone	Spencer Gardner X6097
Contact Email	sgardner@spokanecity.org
Council Sponsor(s)	CM Kinnear CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Plan Commission Work Program 2022/2023
Summary (Background)	SMC Section 04.12.080 requires that the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues for commission consideration.
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The work program outlines anticipated plan commission review and project completion dates.	

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?

Adoption of the Plan Commission's work program is a requirement of SMC Section 04.12.080

Attachment A 2022-23 Plan Commission Work Program Priorities

Project Name	Start/Status	Plan Commission Review	Project Completion
Housing Action Plan Implementation (WA Commerce Grant)	Q4-2021	Q1-2022	Q2-2023
Phase 2 - Housing Code Amendments; SEPA exemptions, Short Term Rentals	Q1-2022	TBD	TBD
Building Opportunities in Housing (follow-up work to Building Opportunities and Choices for All)			
Comprehensive Plan housing updates	Q3-2022	Q1-2023	Q2-2023
Development code updates, including: Housing variety, following Comprehensive Plan process Cottage housing Home occupations PUD	Q4-2022	Q2-2023	Q2-2023
Comprehensive Plan bicycle route map updates and prioritization	TBD	TBD	TBD
Bike parking ordinance revamp	Q3-2022	Q4-2022	Q4-2022
Subarea planning			
East Central	Q3-2022	TBD	TBD
West Central	Q3-2022	TBD	TBD
Hillyard	Q3-2022	TBD	TBD
Neighborhood-oriented commercial uses			
Home-based occupation update	TBD	TBD	TBD
Expand legacy business rules to allow for expansion	TBD	TBD	TBD
Neighborhood mixed use	TBD	TBD	TBD
Transportation Impact Fee updates	In Progress	Q1-2023	Q1-2023
6-Year Capital Program Update: Projects related to Latah moratorium	Q4-2022	Q1-2023	Q1-2023
South Logan Transit Oriented Development Plan (WA Commerce Grant)	Q4-2021	TBD	Q2-2023
Regional Planning / County Wide Planning Policies Update	Q1-2022	TBD	TBD
Division Corridor T.O.D. Study (incl. North Town)	In Progress	TBD	TBD
Transit Oriented Development Centers and Corridors Code Update - Monroe Street Focus	Q4-2022	Q3-2023	Q4-2023
20 Year - Water Capital Facilities Element Update	In Progress	TBD	TBD
20 Year - Sewer Capital Facilities Element Update	TBD	TBD	TBD
2022-23 Mandated / Annual Projects			
6-Year Transportation Program Update - Consistency Review	In Progress	Q3-2022	Q3-2022
6-Year City-Wide Capital Program Update - Consistency Review	In Progress	Q3-2022	Q3-2022
2022 Annual Comp Plan Amendments	Q4-2021	Q2/Q3 - 2022	Q4-2022

2023 Annual Comp Plan Amendments	Suspended	Suspended	Suspended
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Notes:

Remaining Neighborhood Plans - Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman

Remaining Centers & Corridors specific plans (11 Remaining)

Neighborhood (2): Lincoln and Nevada, Grand Boulevard / 12th to 14th

District (6): Five Mile, North Town, Shadle - (Neighborhood Plan), 57th & Regal

Employment (2): North Nevada, Maxwell and Elm

Corridor (1): Monroe - south 1/2

Spokane County Urban Growth Area Mandatory Review - 2025

WA State Periodic Comprehensive Plan Update - June, 2026

Next WA State Shoreline Program Update - June, 2030

RESOLUTION NO. 2022-

A resolution approving the Plan Commission's 2022/2023 Work Program.

WHEREAS, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

WHEREAS, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

WHEREAS, the City Council and the Plan Commission met on 11 November 2021 to review and discuss the proposed Plan Commission 2022/2023 Work Program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Plan Commission's 2022/2023 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2022/2023.

BE IT ALSO RESOLVED that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Plan Commission, the Planning Director and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

BE IT FURTHER RESOLVED that the Council and the Plan Commission commit to review the 2022/2023 Work Program periodically to determine if further revisions to the Work Program are necessary.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Urban Experience

Submitting Department	Integrated Capital Management Department – Public Works Division
Contact Name & Phone	Kevin Picanco, 625-6088
Contact Email	kpicanco@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0 <u>minutes</u>
Agenda Item Name	Agreement with WSDOT for Ralph St. Traffic Calming Improvements as part of WSDOT - NSC construction
Summary (Background)	<p><u>Background/History:</u></p> <p>Resolution 2019-0103 – Cycle 9 Traffic Calming Projects authorized a \$600,000 set aside for a Council District 1 traffic calming project. District 1 council members elected to fund traffic calming improvements along Ralph St. from Carlisle Ave. to south of Euclid Ave. adjacent to ongoing WSDOT North Spokane Corridor (NSC) construction. Planned traffic calming improvements along Ralph St. will include bumpouts, trees/landscaping and irrigation improvements along with sidewalk connections to the Children of the Sun Trail.</p> <p>An upcoming WSDOT NSC construction package will improve and pave Ralph St. A portion of the planned, City-funded traffic calming improvements will be included in an upcoming WSDOT NSC construction package; the cost of City-funded work is estimated at \$151,499.94.</p> <p>A reimbursement agreement with WSDOT is required for the City funded work. WSDOT Public Agency Participating Agreement (GCB 3767) is attached.</p> <p>A future, City-led project will implement remaining planned traffic calming improvements along Ralph St.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <i>Execution of a WSDOT Public Participation Agreement reimbursing WSDOT for City funded improvements to be constructed as part of a WSDOT NSC construction package is required.</i>
Proposed Council Action & Date:	For Council authorization to execute an agreement Oct. 17, 2022
<p>Fiscal Impact:</p> <p>Total Cost: n/a</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Photo Red – Traffic Calming</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts
<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</i></p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p><i>Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in the scoring process for this program.</i></p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p><i>Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.</i></p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p><i>Potential projects submitted for application comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan.</i></p>



Public Agency Participating Agreement Work by WSDOT — Actual Cost		Public Agency Name & Address City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99204-3344	
Agreement Number GCB 3767		Section/Location US 395 Ralph St	
State Route 395	Control Section Number 3200CT	Plans, Specifications and Cost Estimates (PS&E) for Work by Public Agency?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Region Eastern		PS&E Due Date:	
Advance Payment Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Description of Work: Construction of approximately 650 feet of improvements on the west side of Ralph street, north of Cleveland Ave. These improvements include site preparation, removal of the existing curbing to be replaced with new traffic curb and gutter, bio-infiltration swales with a drywell, and traffic calming bump-out with sidewalk at Fairview; located within the City of Spokane. Construction of three 4 inch PVC sleeves to be placed under Children of the Sun shared use path connections at Ralph St., and two 2-inch water service connections, all for future irrigation facilities; located within the City of Spokane.	
Advance Payment Amount \$22,725			
WSDOT REPRESENTATIVE		PUBLIC AGENCY REPRESENTATIVE	
Name: Terrence Lynch P.E.		Name: Kevin Picanco	
Title: Project Engineer		Title: Agency Project Manager	
Address: WSDOT 2714 N. Mayfair St. Spokane, WA 99207		Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201	
Email Address: lynchte@wsdot.wa.gov		Email Address: kpicanco@spokanecity.org	
Phone: 509-324-6189		Phone: 509-625-6088	

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental entity (Agency), hereinafter collectively referred to as the "Parties" and individually as the "Party."

Recitals

1. WSDOT is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the Agency has requested that WSDOT perform certain work for the Agency as described above under Description of Work and/or further described in Exhibit B, (Work).
2. It is deemed to be in the public's best interest for WSDOT to include the requested Work in WSDOT's construction contract for the state route improvement.
3. The Agency is obligated for the cost of the Work described herein.

Now Therefore, pursuant to RCW 39.34 ☒ and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof, it is mutually agreed as follows:

1. Plans, Specifications, and Cost Estimates

- 1.1 WSDOT, on behalf of the Agency, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the Agency. The combination of the Agency's Work and WSDOT's improvements hereinafter constitute the Project.
- 1.2 If indicated in the above heading, the Agency shall provide WSDOT with plans, specifications and cost estimates (PS&E) for the Work.
 - 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the Agency's standards, if applicable and specified by the Agency. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
 - 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, WSDOT, at its sole discretion, may proceed without the Agency Work included with WSDOT's improvements. The Agency agrees to reimburse all WSDOT costs incurred up to and as a result of the Agency's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 WSDOT will incorporate the Agency's Work or Work PS&E into WSDOT's PS&E for WSDOT's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. WSDOT will document WSDOT-performed engineering design work required to incorporate the Work or Work PS&E into WSDOT's PS&E (Design Documentation). WSDOT shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. WSDOT will provide the Agency with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 WSDOT will provide the Agency with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The Agency will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide WSDOT with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the Agency shall include the reasons for conditional approval or rejection. The Agency may request an extension of time in writing, provided that WSDOT receives the written request not later than fifteen (15) working days after the Agency has received the Ad ready PS&E. WSDOT shall provide a written response, indicating the number of working days extended, if any.
- 1.5 If WSDOT does not receive the Agency's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if WSDOT cannot accept the Agency's condition(s) of approval, or if the Agency has not acquired all right of way and permits required to construct, maintain, and operate the Work, WSDOT may, at its sole discretion, delete the Work from the Project and advertise WSDOT's improvements. The Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with either WSDOT or Agency deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. Bid, Award, and Cost Adjustments

- 2.1 WSDOT will advertise the Project for bids. WSDOT will be the Agency's representative during the Ad and Project contract award period. When requested by WSDOT, the Agency shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through WSDOT.
- 2.2 If the Agency is responsible for preparing the Work PS&E, the Agency agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 WSDOT shall provide the Agency with written notification of the bid price for the Work. The Agency shall have five (5) working days from the date of written notification to provide WSDOT written approval of the bid price for the Work, or request the Work be deleted from the Project. The Agency may request an extension of time in writing, provided that WSDOT receives the written request not later than five (5) working days after the Agency has received the written notification. WSDOT shall provide a written response indicating the number of working days extended, if any.
- 2.4 The Agency acknowledges that if it fails to provide WSDOT with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, WSDOT shall delete the Work from the Project. In this event, the Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with deleting the Work from the Project. The Agency understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the Agency approves the bid price for the Work and WSDOT does not award or execute the Project contract, but thereafter re-advertises the Project for bids, WSDOT agrees to pay all WSDOT costs to re-advertise the Project. The Agency agrees that WSDOT is not responsible for increased bid prices or delay to the Work or other impacts to the Agency resulting from re-advertising the Project.
- 2.6 If the Agency approves the bid price for the Work and WSDOT does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The Agency agrees that WSDOT is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the Agency resulting from not awarding the Project.

3. Construction

- 3.1 WSDOT will be the Agency's representative during construction and will act as owner in the administration of the contract for the Work. WSDOT will designate a WSDOT Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The Agency may consult with and inquire of WSDOT Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The Agency shall not provide direction, directly or indirectly, to WSDOT's contractor. All formal contacts between the Agency and the contractor shall be through WSDOT's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, WSDOT shall consult with the Agency on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The Agency may inspect the Work. Any costs for such inspection shall be borne solely by the Agency. All contact between said inspector and the contractor shall be only through WSDOT's inspector or WSDOT's representative.

- 3.5 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, as directed by WSDOT's Construction Manual. Once the Agency has accepted the Work per Section 5, WSDOT will provide one reproducible set of as-built plans to the Agency within One Hundred Eighty (180) working days.

4. Contract Changes

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. WSDOT shall process change orders for all changes affecting the Work in the manner set forth in the WSDOT Construction Manual (M41-01) current edition, Approval of Changes/Checklist, Change Order Checklist (DOT Form 422-003) .
- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.
- 4.3 The Agency authorizes WSDOT to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The Agency agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 WSDOT will advise the Agency of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The Agency may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the Agency before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Agency agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 WSDOT will make available to the Agency all change order documentation related to the Work.
- 4.8 In the event it is determined that the Agency does not have sufficient funds to complete the Work, WSDOT and the Agency shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and WSDOT will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The Agency agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. Acceptance

- 5.1 Prior to Work acceptance, WSDOT and Agency will perform a joint final inspection. The Agency agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by WSDOT, to deliver a letter of acceptance to WSDOT which shall include a release of WSDOT from all future claims or demands of any nature resulting from the performance of the Work and WSDOT administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

5.2 If a letter of acceptance is not received by WSDOT within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the Agency, the Work and WSDOT administration thereof shall be considered accepted by the Agency, and WSDOT shall be released from all future claims and demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

5.3 The Agency may withhold its acceptance of the Work by submitting written notification to WSDOT within Twenty Five (25) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. Payment

6.1 The Agency, in consideration of the faithful performance of the Work performed by WSDOT and its contractor, agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.

6.2 WSDOT shall provide detailed invoices to the Agency for the Work performed by WSDOT and its contractor or for costs incurred under this Agreement, and the Agency agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

6.3 In the event the Agency entity fails to make payment by the due date of the invoice, WSDOT may charge interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. If interest is charged, it will be calculated from the Due Date to the date of payment.

6.4 The Agency agrees that if it does not make payment within ninety (90) days after receipt of an invoice, WSDOT may deduct and expend any monies to which the Agency is entitled to receive from the Motor Vehicle Fund.

6.5 Advance Payment: If an advance payment is indicated above as a requirement, the Agency agrees to pay WSDOT the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the Cost Estimate and covers costs incurred by WSDOT in the initial stages of the Work. The advance payment will be carried throughout the life of the Agency's cost obligations, with final adjustment made in the final invoice.

6.6 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than Twenty Five (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. Right of Entry

7.1 The Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Agency has an interest for the purpose of constructing the Project.

7.2 Where applicable, the Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Agency has an interest for WSDOT to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to WSDOT, if any, that are constructed within the Agency's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. Claims

8.1 Claims for Additional Payment:

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, WSDOT will immediately notify the Agency of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

- 8.1.2 The Agency shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of WSDOT in administering the Work.
- 8.1.3 The Agency shall have the right to review and comment on any settlement for claims associated with the Work. However, WSDOT shall have the ultimate right to settle such claims. In the event the Agency does not agree with the claim settlement as negotiated by WSDOT, the Agency shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the Agency and WSDOT on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.10.
- 8.1.4 If WSDOT agrees, the Agency may defend contractor claims associated with the Work at its own cost, and in doing so, the Agency agrees to pay any resulting settlement, court judgment or arbitration award. WSDOT will cooperate with the Agency in the Agency's defense of the claims. The Agency agrees to reimburse any WSDOT costs, including attorney's fees, incurred in providing such assistance in accordance with Section 6.
- 8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the Agency's right of way, the Agency shall defend such claims and indemnify and hold harmless WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.
- 9. Ownership, Operation, and Maintenance**
- 9.1 Upon acceptance of the Work as provided in Section 5, the Agency shall be the sole owner of that portion of the Work located within the Agency's right of way, and the Agency shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to WSDOT.
- 9.2 WSDOT facilities constructed on Agency right of way, if any, as identified in Section 7.2 shall be owned by WSDOT, and WSDOT shall be responsible for the operation and maintenance of such facilities at WSDOT's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.
- 10. General Provisions**
- 10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 10.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.
- 10.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 10.4 Termination: Neither WSDOT nor the Agency may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
- 10.4.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.4.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 10.5 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.
- 10.6 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 10.7 Indemnification: Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver will survive the termination of this Agreement.

- 10.8 Acceptance of Liability: The Agency agrees and accepts full liability for (1) the PS&E provided for the Work to WSDOT, if any; and (2) for any Work the Agency has provided direction to WSDOT to design and/or construct outside WSDOT's right of way and/or WSDOT's jurisdiction that does not meet WSDOT standards. This section shall survive the termination of this Agreement.
- 10.9 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 10.10 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

- 10.11 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane ☒ County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

- 10.12 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 10.13 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the Agency pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 10.14 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.
- 10.15 All Writings Contained Herein: This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
- 10.16 Counterparts and Electronic Signature: This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via email in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Washington State Department of Transportation	Public Agency
By: _____	By: _____
Printed: <u>Mike Gribner P.E.</u>	Printed: _____
Title: <u>Regional Administrator</u>	Title: _____
Date: _____	Date: _____

PS&E JOB NO: 22Z010
CONTRACT NO: 000000
WORK ORDER#: XL5855

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ESTIMATES AND BIDS ANALYSIS SYSTEM
*** PRELIMINARY ESTIMATE - BY GROUP ***
GROUP NO : 3

DATE: 09/23/2022 PAGE: 10
TIME: 12:57 VER: 1
DOT_RGG300

PROGRAM ITEM NUMBER :
CONSTR. TYPE CODE :
PROGRAM CODE :
STATE ROUTE(S) : 000
COUNTY : SPOKANE
CONTROL SECTION/SALES TAX : 3200CT /0.00%
SAFETY CLASS CODE :

COS FUNDED ITEMS

GCB 3767
Exhibit A Cost Estimate
Page 1 of 2

FUND NO: 10 PARTICIPANT: CITY OF SPOKANE

PARTICIPATION PERCENT: 100.00% MAX AMOUNT:

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
0	0001	MOBILIZATION	L.S.			7,593.00
1	0025	CLEARING AND GRUBBING	ACRE	5,000.0000	0.50	2,500.00
8	0110	REMOVING CEMENT CONC. CURB	L.F.	5.5000	270.00	1,485.00
9	0120	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	13.0000	75.00	975.00
15	0470	EMBANKMENT COMPACTION	C.Y.	4.5000	900.00	4,050.00
16	1030	DITCH EXCAVATION INCL. HAUL	C.Y.	13.0000	870.00	11,310.00
23		COS CURB DROP INLET	EACH	500.0000	3.00	1,500.00
34	3765	PVC SANITARY SEWER PIPE 4 IN. DIAM.	L.F.	80.0000	48.00	3,840.00
37	3861	SERVICE CONNECTION 2 IN. DIAM.	EACH	5,500.0000	2.00	11,000.00
41	4025	GRAVEL BACKFILL FOR WALL	C.Y.	70.0000	15.00	1,050.00
59	5100	CRUSHED SURFACING BASE COURSE	TON	28.0000	60.00	1,680.00
87		COS TOPSOIL FOR BIO-INFILTRATION SWALES	C.Y.	70.0000	410.00	28,700.00
111		COS CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	30.0000	377.00	11,310.00
118		COS CEMENT CONC. PED CURB	L.F.	25.0000	32.00	800.00
119		COS CONCRETE CURB WALL	L.F.	35.0000	200.00	7,000.00
122	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	12.0000	15.00	180.00
138	3100	ADJUST CATCH BASIN	EACH	900.0000	1.00	900.00
140	7728	MINOR CHANGE	CALC			-1.00
141	7730	FUEL COST ADJUSTMENT	CALC			565.00
149		COS CEMENT CONC. SIDEWALK	S.Y.	65.0000	217.00	14,105.00
152		COS CURB RAMP TYPE 2 RESTRICTED ROW	EACH	3,000.0000	2.00	6,000.00
GROUP 3 BASE SUBTOTAL :						116,542.00 *

US 395
NSC SPOKANE RIVER CROSSING

22Z010

PS&E JOB NO: 22Z010
CONTRACT NO: 000000
WORK ORDER#: XL5855

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ESTIMATES AND BIDS ANALYSIS SYSTEM
*** PRELIMINARY ESTIMATE - BY GROUP ***
GROUP NO : 3

DATE: 09/23/2022 PAGE: 11
TIME: 12:57 VER: 1
DOT_RGG300

ENGINEERING 15.00%

17,481.30

GROUP 3 TOTAL

134,023.30 ***

GCB 3767
Exhibit A Cost Estimate
Page 2 of 2

13.04% Indirect Cost Rate = \$17,476.64

Total Cost = \$151,499.94

GCB 3767

Exhibit A, Special Provisions

Scope of Work

Construction of approximately 650 feet of improvements on the west side of Ralph Street, north of Cleveland Ave. These improvements include site preparation and removal of the existing curbing to be replaced with new traffic curb and gutter, bio-infiltration swales with a drywell, a traffic calming bump-out with sidewalk at Fairview, and sidewalk north of Fairview; located within the City of Spokane.

Construction of three 4-inch PVC sleeves to be placed under the connections that connect the Children of the Sun shared use path to Ralph St., and two 2-inch water service connections, all for future irrigation facilities; located within the City of Spokane.

City of Spokane Responsibilities

1. The City of Spokane will provide the forces to supply and install the tapping saddle, corp stop, service line, curb stop, and meter vault.
2. The City of Spokane will coordinate with WSDOT staff and provide responses to bidder's questions during the bid period.

WSDOT RESPONSIBILITIES

WSDOT will perform the bidding, construction, and inspection of the NSC Spokane River Crossing project which will include the items described in the scope of work and as detailed in Exhibit C.

LEGEND

PROPOSED ROADWAY		EXIST. STORM SEWER LINE	- ST - - ST - -
DRY WELL		STORM SEWER LINE	- ST - - ST - -
EXIST. MANHOLE		DITCH BOTTOM	
CATCH BASIN		EXIST. CATCH BASIN	
CHECK DAM		COS CURB DROP INLET	

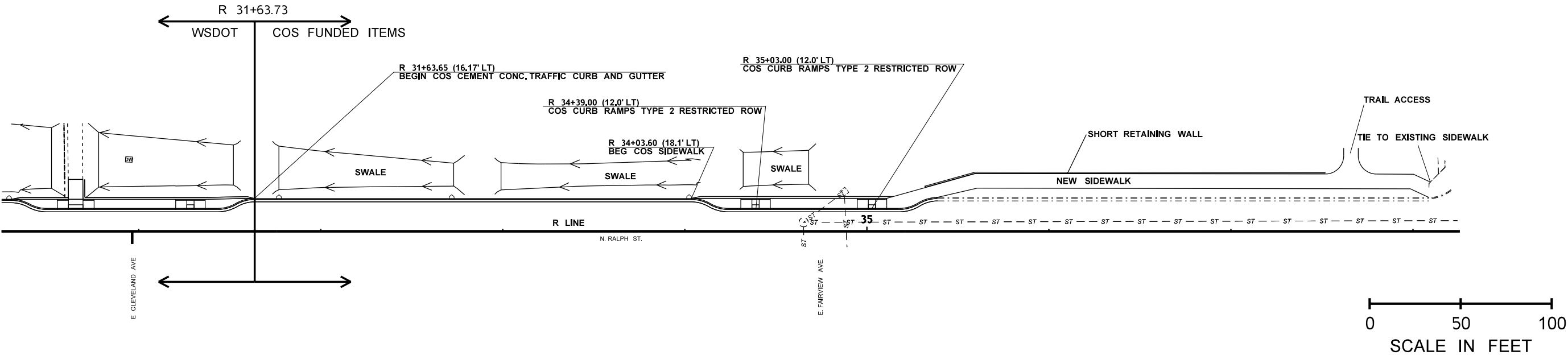
T.25N. R.43E. W.M.



COS FUNDED ITEMS

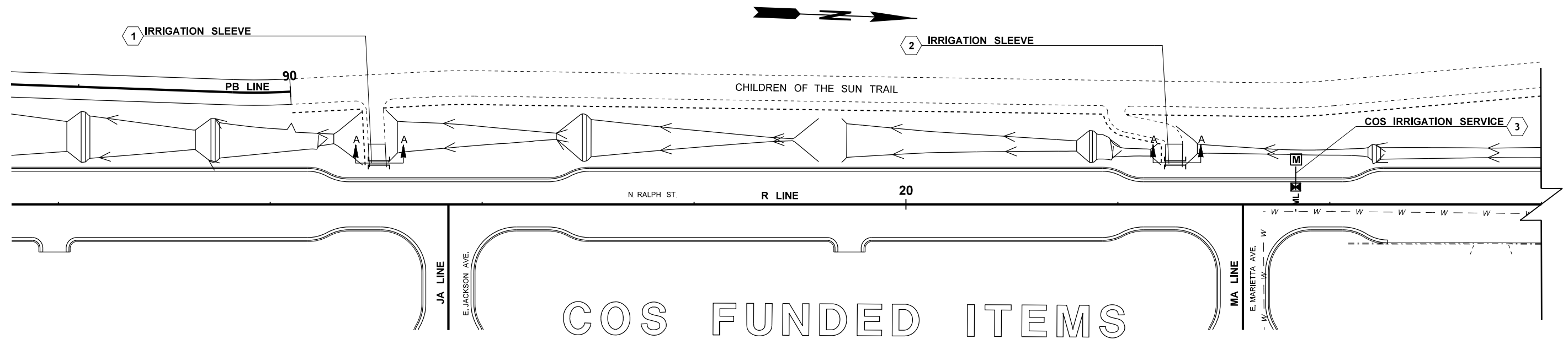
GCB 3767
Exhibit C Plans
Page 1 of 2

CLEARING AND GRUBBING	.50 Acre
REMOVING CEMENT CONC. CURB	270.00 LF
REMOVING ASPHALT CONC. PAVEMENT	75.00 SY
EMBANKMENT COMPACTION	900.00 CY
DITCH EXCAVATION INCL. HAUL	870.00 CY
COS CURB DROP INLET	3.00 EACH
GRAVEL BACKFILL FOR WALL	15.00 CY
CRUSHED SURFACING BASE COURSE	60.00 TON
COS TOPSOIL FOR BIO-INFILTRATION SWALES	410.00 CY
COS CEMENT CONC. TRAFFIC CURB AND GUTTER	377.00 LF
COS CEMENT CONCRETE PED CURB	32.00 LF
COS CONCRETE CURB WALL	200.00 LF
STRUCTURE EXCAVATION CLASS B INCL. HAUL	15.00 CY
ADJUST CATCH BASIN	1.00 EACH
COS CEMENT CONC. SIDEWALK	217.00 SY
COS CEMENT CONC. CURB RAMP TYPE 2 RESTRICTED ROW	2.00 EACH



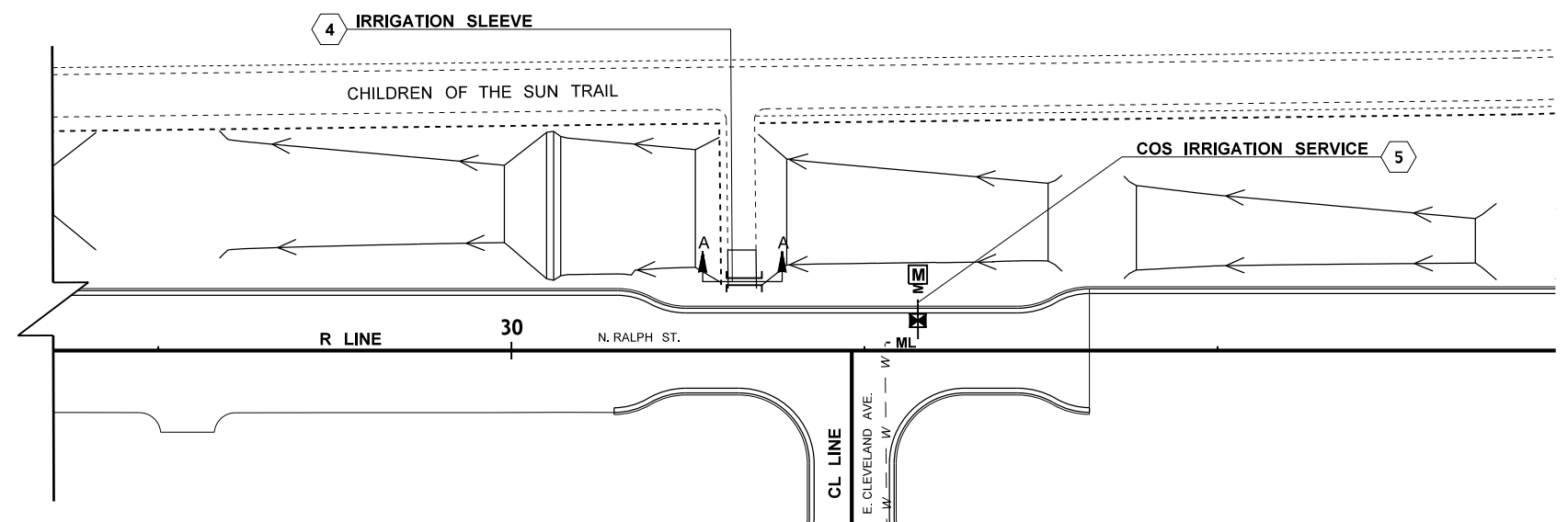
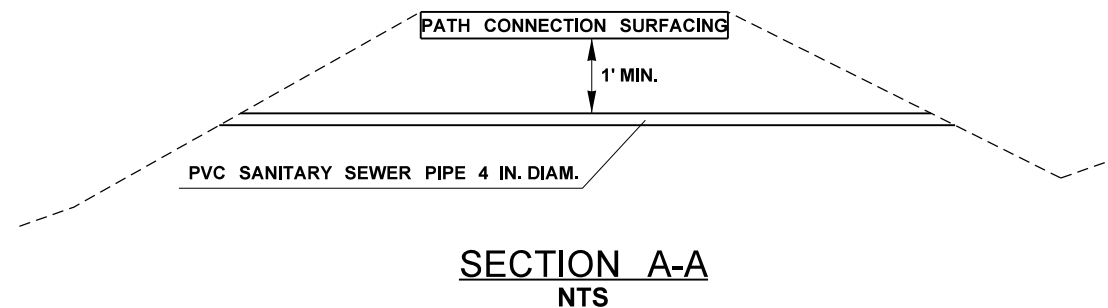
FILE NAME	G:\462503\NSC OVERALL PROJECT DATA\Agreements\City of Spokane\UTB N Cleveland\PS_DR_Cleveland Exhibit 001.dgn										REGION NO.	STATE	FED.AID PROJ.NO.		US 395 NSC SPOKANE RIVER CROSSING	PLAN REF NO.
TIME	15:21:19										10	WASH				SHEET 1 OF 2 SHEETS
DATE	23-Sep-22										JOB NUMBER			Washington State Department of Transportation	EXHIBIT C	
PLOTTED BY	KendalR										CONTRACT NO.		LOCATION NO.			
DESIGNED BY	R. KENDALL, P.E.															
ENTERED BY	R. KENDALL, P.E.															
CHECKED BY	T. MORRISON															
PROJ. ENGR.	T. LYNCH, P.E.															
REGIONAL ADM.	M. GRIBNER, P.E.										REVISION	DATE	BY	P.E. STAMP BOX	DATE	P.E. STAMP BOX

T.25N. R.43E. W.M.



IRRIGATION SLEEVES
SERVICE CONNECTION 2 IN. DIAM.


48.00 LF
2.00 EACH



GCB 3767
Exhibit C Plans
age 2 of 2

LEGEND			
ALIGNMENT		NEW CURB AND GUTTER	
IRRIGATION NOTE FLAG		IRRIGATION SLEEVE	
NEW DITCH (FLOW)		2" SERVICE LINE	
NEW VEGETATIVE FILTER STRIP		COS METER VAULT ASSEMBLY	
COS VALVE BOX			

FILE NAME						G:\462503\NSC OVERALL PROJECT DATA\Agreements\City of Spokane\UTB N Cleveland\PS_DR_Cleveland Exhibit 001.dgn							
TIME		15:20:50						REGION NO.		STATE		FED.AID PROJ.NO.	
DATE		23-Sep-22						10		WASH			
PLOTTED BY		KendalR						JOB NUMBER					
DESIGNED BY		R. KENDALL, P.E.						22Z010				LOCATION NO. XL5855	
ENTERED BY		E. GEIER						CONTRACT NO.					
CHECKED BY		R. KENDALL, P.E.											
PROJ. ENGR.		T. LYNCH, P.E.											
REGIONAL ADM.		M. GRIBNER, P.E.		REVISION		DATE		BY					



**Washington State
Department of Transportation**

**US 395
NSC SPOKANE RIVER CROSSING**

EXHIBIT C

PLAN REF NO

SHEET
2
OF
2
SHEETS

Committee Agenda Sheet

[URBAN EXPERIENCE]

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Clean Energy Contract Renewal
Summary (Background)	<p>Fleet Services would like to renew the contract for the Maintenance and Operation of the Compressed Natural Gas Fueling Facility. This is renewal 2 of 2. Yearly cost is \$250,000.00 including tax.</p> <p>This contract will provide the required maintenance, 24hr monitoring and support of the facility to ensure safe, reliable operation.</p>
Proposed Council Action & Date:	Approve contract renewal 10/24/22
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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None Identified	
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? None Identified	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Cost and effectiveness are being monitored against need of services. Once Fleet's Fuel Site Attendant is hired, we will reassess to determine if some of the responsibilities can be performed internally.	
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? Sustainability Action Plan	

Committee Agenda Sheet

Urban Experience

Submitting Department	Integrated Capital Management Department-Public Works Division
Contact Name & Phone	Marcia Davis 625-6398
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract Amendment for Link Utilities Strategy for Water
Summary (Background)	<p>The City entered into a contract with GHD, Inc. for Link Utilities Strategy for Spokane Water System in September 2021. The goal of this study is to develop a sustainable, resilient, and affordable plan to meet water demands for the next 20 years.</p> <p>The scope of this contract amendment is to develop concept designs and cost estimates to supply water to the City of Airway Heights through 2040. The current agreement with Airway Heights is being extended for 3 years. One of the requirements in the agreement is that a 20 year capital plan will be funded by Airway Heights to determine proportional cost if the City supplies water into the future.</p>
Proposed Council Action & Date:	Approve amended scope and fee for contract
Fiscal Impact: Total Cost: <u>\$87,884.72</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: City of Airway Heights 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? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p>N/A – This is a public works project to address drinking water capacity and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.</p>	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

It also supports priority action WR 6.1 in our Sustainability Action Plan (2021).

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community and Economic Development – Planning Services
Contact Name & Phone	Amanda Beck, 509-625-6414, Colin Quinn-Hurst, 509-625-6804
Contact Email	abeck@spokanecity.org , cquinnhurst@spokanecity.org
Council Sponsor(s)	CM Zappone, CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	DivisionConnects Phase 2 Resolution
Summary (Background)	<p>Spokane Regional Transportation Council (SRTC) collaborated 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 (LPA) for Bus Rapid Transit on the Division Street corridor. The Phase 1 LPA was briefed to the Spokane City Council Finance Committee on May 17, 2021. 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. Outcomes of this phase were briefed at the City Council Urban Experience Committee on June 13, 2022. The SRTC Board approved the final DivisionConnects Vision and Implementation Strategy – Phase 2 Report and associated documents on September 8, 2022, resolution attached. 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.
Proposed Council Action & Date:	Council Recognition by Resolution, October 24
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](#).

RESOLUTION NO. 2022-_____

A RESOLUTION RECOGNIZING AND ACCEPTING THE DIVISIONCONNECTS STUDY ("THE STUDY") AS A DECLARATION OF THE CITY'S DESIRED FUTURE TRANSPORTATION AND LAND USE CONDITIONS WITHIN THE DIVISION STREET CORRIDOR FROM DOWNTOWN SPOKANE AND NORTH TO THE SPOKANE CITY LIMITS.

WHEREAS, the Spokane Regional Transportation Council (SRTC) jointly managed a transportation study with Spokane Transit Authority (STA) of the Division Street corridor to identify a preferred alternative for bus rapid transit (BRT) and supportive active transportation and land use recommendations; and

WHEREAS, the study, known as DivisionConnects, was funded through STA, SRTC, and WSDOT contributions; and

WHEREAS, City of Spokane and Spokane County contributed staff time throughout the two-year planning process; and

WHEREAS, the study was conducted in two phases: Phase 1 identified a locally preferred alternative for BRT and Phase 2 identified bicycle and pedestrian projects and land use opportunities in the Division Street corridor; and

WHEREAS, the SRTC Board of Directors adopted Phase 1 of the study (Division Street Corridor Development Plan) on June 10, 2021 and Phase 2 of the study (DivisionConnects Vision and Implementation Strategy) on September 8, 2022; and

WHEREAS, Division Bus Rapid Transit is a regionally significant project identified in the region's Metropolitan Transportation Plan, Horizon 2045; and

WHEREAS, the study was conducted with input from STA, WSDOT, City of Spokane, and Spokane County staff, the study Steering Committee, public outreach activities, and updates to Spokane City Council and Plan Commission; and

WHEREAS, City Council recognition and acceptance of the study provides support for the corridor recommendations documented in the study's final reports and provides direction for development of city capital facilities planning documents and land use planning; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

1. The City Council of Spokane recognizes the DivisionConnects Vision and Implementation Phase 2 Report as a guiding document for the desired future transportation and land use conditions along the Division Street corridor.
2. The City Council recognizes the recommended transportation projects and supports incorporation of the projects into the City's capital facilities planning documents pursuant to required processes.
3. The City Council recognizes the recommended transit-oriented development land use changes in support of the bus rapid transit service along the Division Street corridor as a foundation for future development and redevelopment of the corridor, and as a guide for future updates to the City's Comprehensive Plan.

ADOPTED by the City Council this ____ day of _____ 2022.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION
of the BOARD OF DIRECTORS
of the
SPOKANE REGIONAL TRANSPORTATION COUNCIL
R-22-14

**APPROVING THE
DIVISIONCONNECTS VISION AND IMPLEMENTATION STRATEGY – PHASE 2 REPORT**

WHEREAS, the Spokane Regional Transportation Council’s Board of Directors (SRTC Board) is the Metropolitan Planning Organization (MPO) for the Spokane Metropolitan Planning Area (SMPA); and as the also the Regional Transportation Planning Organization (RTPO) for Spokane County; and

WHEREAS, SRTC jointly managed a study of the Division Street corridor with Spokane Transit Authority, known as DivisionConnects, that analyzed all modes of transportation and land use; and

WHEREAS, WSDOT, STA, and SRTC contributed financially to the study; and

WHEREAS, the SRTC Board approved the Division Street Corridor Development Plan from Phase 1 of the study on June 10, 2021, which documents the analysis and selection of a locally preferred alternative for bus rapid transit along Division Street; and

WHEREAS, Division Bus Rapid Transit is a regionally significant project identified in the Metropolitan Transportation Plan, Horizon 2045; and

WHEREAS, the Phase 2 report, known as the DivisionConnects Vision and Implementation Strategy, was completed in July 2022 and contains active transportation project recommendations, information on land use, and travel demand modeling in support of future investment in bus rapid transit; and

WHEREAS, the DivisonConnects study was conducted with input from STA, WSDOT, City of Spokane, and Spokane County staff, the study Steering Committee, public outreach activities, and regular updates to the SRTC Board; and

WHEREAS, approval of the DivisionConnects Vision and Implementation Strategy provides support for the corridor recommendations documented in the report and provides direction for development of future Capital Improvement Programs and land use planning by local jurisdictions.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Directors of the Spokane Regional Transportation Council of Washington that:

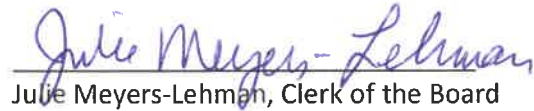
1. The DivisionConnects Vision & Implementation Strategy – Phase 2 Report is hereby adopted.

PASSED and APPROVED this 8th day of September 2022 by the SRTC Board of Directors of the Spokane Regional Transportation Council of Washington.



Paul Schmidt, Council Member, City of Cheney
Chair, SRTC Board of Directors

ATTEST



Julie Meyers-Lehman, Clerk of the Board

Committee Agenda Sheet

Urban Experience – October 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	EPA Community-wide Assessment Grant Acceptance & Implementation Contract Amendment
Summary (Background)	<p>Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane.</p> <p>The NE Spokane target area includes 12,599 of Spokane’s most distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area’s most sensitive populations.</p>
Proposed Council Action & Date:	<p>Seeking approval at an October Council meeting to:</p> <ol style="list-style-type: none"> 1. accept the EPA Grant Award \$500,000 and Cooperative Agreement (draft attached) and 2. to amend a Consultant Contract for grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement (draft attached).
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.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>The NE Spokane target area includes 12,599 of Spokane’s most distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane</p>	

County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area's most sensitive populations.

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?

For the EPA Grant we have to complete Section 106 Cultural Consultations to the sites we will conduct Phase I and Phase II reports on and the grant also requires: MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

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

Sites provided Environmental Services under the grant are tracked by both the US EPA and WA State Ecology and we also track their progress from site assessment through cleanup and redevelopment.

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 funding allows us to invest in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

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

**EPA Region 10
FY2022 BROWNFIELDS ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN**

FOR

FY2022 Spokane Brownfields Community-Wide Assessment Grant

Anticipated Period of Performance (4 years):

October 1, 2022 to September 30, 2026

Submitted on:

June 6, 2022 (Draft Work Plan)
July 14, 2022 (Revised Draft Work Plan)
July 27, 2022 (Final Work Plan)

Submitted by:

Teri Stripes, Assistant Planner II (Brownfields Program Manager)
City of Spokane, Planning and Development Services
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Cooperative Agreement Number: **TBD**

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1 Introduction

1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected the City of Spokane (referred to as “the City”) as a recipient of a Fiscal Year 2022 (FY22) Brownfield Assessment Grant with funding in the amount of \$500,000 to be used within a four-year period of performance.

Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (2, 16 and 144), including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (such as the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment.

Northeast Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (like the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment. Preliminary brownfields identified during preparation of the grant application include former railyards, auto repair and service stations, abandoned residential properties with aging structures that may contain regulated building materials, and various commercial properties.

The City will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 8 sites, and Phase II ESAs at up to 6 sites, and Regulated Building Materials (RBM) Surveys at up to 4 sites. The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) and/or Reuse Plans for up to 4 sites and an area-wide planning study for the Market Street Corridor located in the Hillyard Business District (HBD).

1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

1.2.1 KEY PERSONNEL

The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

Contact information for key personnel is provided in the following table.

City of Spokane Key Personnel		
Personnel Name & Title	Organization	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509.625.6597 Email: tstripes@spokanecity.org
Spencer Gardner <i>Director, Planning Services</i>	City of Spokane, Community and Economic Development Department	Phone: 509.625.6097 Email: sgardner@spokanecity.org

1.2.2 REGULATORY AGENCIES

The City will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The City will coordinate with EPA and Ecology to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. The City will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. EPA and Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

Regulatory Agency Key Personnel		
Personnel Name & Title	Organization	Contact Info
Terri Griffith <i>EPA Brownfield Project Manager</i>	EPA Region 10 Brownfield Program	Phone: 206.553.8511 Email: griffith.terri@epa.gov
Sandra Treccani <i>Site Manager/Hydrogeologist</i>	Washington State Department of Ecology Toxics Cleanup Program	Phone: 509.329.3412 Email: Sandra.treccanni@ecy.wa.gov

1.2.3 ENVIRONMENTAL CONTRACTOR/CONSULTANT TEAM

The City routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified environmental contractor/consultant team. In the Summer of 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected by the City to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

Environmental Contractor/Consultant Team		
Personnel Name & Title	Organization	Contact Info
Cyrus Gorman, LG <i>Senior Associate/Project Manager</i>	Stantec	Phone: 206.494.5029 Email: cyrus.gorman@stantec.com
Aaron Wisher <i>Project Geologist/Field Crew Lead</i>	Stantec	Phone: 206.494.5043 Email: aaron.wisher@stantec.com

1.2.4 BROWNFIELD ADVISORY COMMITTEE (BAC)

The City has received commitment from community stakeholders for participation on a Brownfield Advisory Committee (BAC). The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. The BAC will serve as the Project steering committee and will be comprised of representatives from community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

BAC Members		
Personnel Name	Organization	Contact Info
Jesse Bank	Northeast Spokane Public Development Authority (NEPDA)	<i>Contact info is not available at this time. Jesse is starting July 2022 and does not have an email/phone number yet.</i>
Bob Hilmes	Washington State Department of Transportation (WSDOT)	Phone: 509-324-6089 Email: hilmesb@wsdot.wa.gov
Dr. Francisco R. Velázquez	Spokane County Regional Health District	Phone: 509-324-1500 Email: fvelazquez@srhd.org
Gary Ballew	Greater Spokane Inc.	Phone: 509-321-3634 Email: gballew@greaterspokane.org
Joel While	Spokane Home Builders	Phone: 509-532-4990 Email: jwhite@shba.com
Dave Richardson	Northeast Community Center	Phone: 509-487-1603
Amber Waldref	The Zone Project	Phone: 509-625-6255 Email: awaldref@necommunitycenter.com
Barb Stout-Henggeler	Minnehaha Neighborhood Council	Phone: 509-863-6927 Email: chair.minnehaha@gmail.com
Joe Carter	Hillyard Neighborhood Council	Phone: 509-625-6343 Email: hnc.hillyard.chair@gmail.com ;
Steve MacDonald	Spokane Community & Economic Development Department	Phone: 509.625.6835 Email: smacdonald@spokanecity.org

1.2.5 SUMMARY OF ROLES & RESPONSIBILITIES BY PROJECT TASK

Brownfield assessment funding from the EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be conducted by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- Task 1 - Grant Management, Reporting & Other Eligible Activities: This task will be carried out by the City with assistance from the Consultant.
- Task 2 – Community Engagement & Site Selection: This task will be facilitated by the Consultant with assistance from the City and NEPDA. The City will develop the site prioritization criteria (with input from the BAC) and approve the prioritization process. Eligibility determination (ED) requests for use of grant funds will be submitted to EPA for review and concurrence. ED requests for sites where petroleum is known or suspected will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- Task 3 - Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans: This task will be carried out by the Consultant with assistance from the City.
- Task 4 - Area-Wide Planning (AWP): This task will be conducted by the Consultant with assistance from the City.

1.3 Project Outputs & Outcomes

1.3.1 PROJECT OUTPUTS

The City has already prepared an inventory of brownfield sites and will use this database to assess brownfields within the community to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Activities

- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Create and update property profiles in EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Final Performance Report.

Task 2 – Community Engagement & Site Selection

Community Engagement:

- The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. NEPDA will coordinate and conduct meetings with the BAC (a minimum of 8 meetings), general public, and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare a Community Involvement Plan (CIP) detailing outreach strategies to be implemented throughout the project.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).

- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Prepare a Site Nomination Form for distribution to property owners and other stakeholders.
- Update the City's existing Brownfield Program webpage with project-specific information.

Site Selection:

Inventory activities have previously been performed under past EPA Grants. The inventory will be revisited to identify data gaps and add new sites, as needed. The City will leverage prior inventory activities and focus on stakeholder engagement to identify priority sites. As additional sites are identified, additional inventory activities will be completed in support of eligibility and assessment activities. Activities are anticipated to include:

- Prioritize sites identified in the brownfield inventory completed for the target area.
- Conduct windshield survey activities for new sites added the inventory.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific ED requests for priority sites for submittal to EPA and/or Ecology (petroleum sites).

Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Endangered Species Act Section 7 and National Historic Preservation Act (NHPA) Section 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-21 at up to 8 high priority brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 6 high priority brownfield sites.
- Complete RBM Surveys at up to 4 high priority brownfield sites.
- Prepare site-specific ABCAs and/or RAPs and/or Reuse Plans for up to 4 high-priority brownfields sites.

Task 4 – Area-Wide Planning (AWP)

- Complete one brownfield AWP study including a market/feasibility study, design charettes and renderings for the Market Street Corridor area in the Hillyard Business District (HBD).

1.3.2 PROJECT OUTCOMES

Grant funding will allow the City to continue its Brownfield Site Reuse and Revitalization Program. The City has developed an organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Numbers of sites/acres cleaned up.
- Numbers of sites for which property title transfers are facilitated.
- Numbers of sites and acres of land redeveloped.
- Numbers of acres of Greenspace created.
- Amount of private investment and other funding leveraged.

- Number of jobs created or retained.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of community meetings held.

2 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task.

2.1 Task 1 – Project Management, Reporting & Other Eligible Activities

2.1.1 PROJECT MANAGEMENT & REPORTING

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The City with support from the Consultant.

Milestones, Deliverables & Schedule:

- The Brownfields Program Manager (Teri Stripes) will coordinate grant activities with the Consultant and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- FFR and DBE Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A Final Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as the QPRs but will cover the entire Project period. In addition, the final report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 OTHER ELIGIBLE ACTIVITIES

Objective: Attend one national brownfield conference/training and one regional brownfield conference/training.

Activities: Two City personnel will attend three national brownfield conference/training and/or regional brownfield conference/training events.

Lead: The City.

Milestones, Deliverables & Schedule:

- The next regional brownfields conference is anticipated for 2023.
- The next national brownfields conference the City plans to attend is anticipated for 2024.

2.1.3 CONTRACTOR PROCUREMENT

Objective: Procurement of a contractor in accordance with a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500).

Activities: The City issued a request for proposal from qualified consultants on March 13, 2020 for grant writing and implementation services.

Lead: The City.

Milestones, Deliverables & Schedule:

- The City received proposals from 6 qualified firms.
- On May 20, 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.
- The City Council was briefed on the Consultant contract on July 20, 2020 and contract authorization was approved by the City Council on July 27, 2020.
- The Consultant's contract was executed by the City on August 4, 2020.

2.2 Task 2 - Community Engagement & Site Selection

2.2.1 COMMUNITY OUTREACH & INVOLVEMENT ACTIVITIES

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing BAC meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of AWP activities.

The City will work closely with its project partners to solicit input, connect with key stakeholders, conduct outreach and engagement activities, and facilitate the site prioritization and selection process. Within the first quarter, the City will prepare a grant-specific Community Involvement Plan (CIP). The CIP will utilize existing channels of communication, including:

- The City encourages community participation through their dedicated brownfields and project-specific webpages (<https://my.spokanecity.org/economicdevelopment/incentives/brownfields-program>).
- NEPDA will serve as the primary conduit for communication between the City and Hillyard stakeholders, encouraging participation through a dedicated project webpage, blog posts, informative handouts, and quarterly meetings at the Northeast Community Center in the Hillyard Neighborhood.
- The Spokane Homebuilders Association will disseminate info to their members via regular newsletters and meeting regarding activities that can be funded by the grant to support affordable housing projects.

The City and its project partners will also utilize other proven strategies to unlock developer interest and reach the most disenfranchised stakeholders. These methods will be adjusted as needed to incorporate appropriate social distancing and other measures being taken to reduce the spread of COVID-19:

- **Meetings with Property/Business Owners and Developers:** The City regularly conducts meetings with property/business owners and developers and will leverage these relationships to solicit interest and participation from investors within the Northeast Spokane target area. During periods with increased COVID-19 protocols, meetings will occur online via video conferencing platforms like MS Teams and Zoom.
- **Social Media:** The City and its partners have established social media channels that will be utilized to ensure that residents and stakeholders stay informed and feel included in the decision-making process. The City will use social media outlets to engage with students and younger audiences about the project.
- **Emails & Newsletters:** A comprehensive stakeholder list will be created, and emails and newsletters will be sent periodically. These will also be available in other languages (e.g. Spanish), as needed.
- **Boots on the Ground:** Tactical events such as outreach campaigns with pop-up boards and listening posts at local schools, and weekend meetings at the Northeast Community Center and/or Hillyard Library are tools that can capture the attention of parents, business owners and those without internet. The City will follow current CDC guidance and COVID-19 protocols for all events.

Lead: The City with support from NEPDA.

Milestones & Deliverables:

- Convene the BAC.
- Prepare CIP.
- Coordinate and conduct at least 8 meetings with the BAC. In addition, the City and NEPDA will host public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a **Site Nomination Form** to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2022: Updated the existing Site Nomination Form and Site Prioritization Criteria Documents.
- Fall 2022: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). The City and NEPDA will host public kick-off meeting. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by NEPDA and the City.

2.2.2 PROJECT UPDATES & OTHER PUBLIC INFORMATION ACTIVITIES

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Update and maintain the City's existing brownfield project webpage. Update existing project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to).

Lead: The City with support from NEPDA, BAC and Consultant.

Milestones & Deliverables:

- The City's existing brownfield program webpage ([Brownfields Program - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/brownfields)) will be updated to include information about the FY2022 Assessment Grant Project.
- Existing fact sheets (specific to property owners and the general public) will be updated and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be reviewed and updated as needed to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the City's project webpage.

Estimated Submittal/Completion Dates:

- **Spring 2022:** Publish article/press release announcing EPA grant award.
<https://my.spokanecity.org/news/releases/2022/05/23/city-receives-500000-in-grants-for-northeast-area/>
<https://www.spokesman.com/stories/2022/jun/02/northeast-spokane-development-eyed-as-part-of-brow/>
- **Summer 2022:** Update existing Project fact sheets and Site Nomination Form. Update Process Guide for property owners. Develop/update content for the Project webpage.

2.2.3 SITE INVENTORY & PRIORITIZATION ACTIVITIES

Objective: Update the existing GIS-based inventory of potential brownfield sites as needed to aid in identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with the City's databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of updating the inventory:

- Incorporate previous redevelopment or brownfields site databases; and
- Identify environmental records for all sites in the target area listed in EPA, Ecology, and/or local environmental databases;

- Review select County, City, and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, LoopNet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, local directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct windshield surveys throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies and collect photographs and/or video via a cellphone or tablet to share with project stakeholders;
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (the final criteria and order of importance will be determined by the BAC):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the City and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Fall 2022: Review existing inventory to identify data gaps and determine if new sites should be added.
- Winter 2022/2023: Development of site prioritization criteria and prioritization activities with support from the City and the BAC.

2.2.4 SITE ELIGIBILITY DETERMINATION (ED) REQUEST ACTIVITIES

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup/reuse planning activities.

Activities: Prior to initiating any site-specific work, ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer. As part of the ED process for sites where petroleum is known or suspected, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the City.

Milestones & Deliverables: Completed/approved ED forms.

Estimated Submittal/Completion Dates:

- Fall 2022: ED requests will be submitted to the EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall or winter of 2022.

2.3 Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

2.3.1 PHASE I ESA ACTIVITIES

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: The following activities may be completed as part of the ESA tasks:

- Phase I ESAs will support property transfers and eventual redevelopment and provide information for evaluating the need for Phase II ESAs and cleanup. The City anticipates conducting Phase I ESAs for up to 8 sites.
- The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-21 and the All Appropriate Inquiry (AAI) rule. The City will contact site owners and negotiate Access Agreements.
- The ACRES database will be updated following completion of each Phase I ESA. An AAI Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the City for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- Site-specific HASPs
- Phase I ESA Reports
- AAI Checklists
- Updated ACRES database

Estimated Submittal/Completion Dates:

- Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in fall/winter 2022.

2.3.2 PHASE II ESA & RBM SURVEY ACTIVITIES

2.3.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. The existing Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be updated and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the existing comprehensive Master QAPP will be updated at the beginning of the project. This approach will provide for ample EPA and Ecology review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. Additionally, the Consultant will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new Disadvantaged Business Enterprises (DBE) labs and drillers to the QAPP.

The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- November 2022: Draft Master QAPP submitted to EPA and Ecology for review.
- January 2023: Final Master QAPP completed (pending EPA and Ecology review time).

2.3.2.2 Phase II ESA & RBM Survey Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

Activities: The City anticipates conducting Phase II ESAs for up to 6 sites and RBM Surveys for up to 4 sites, where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities will include sampling and analysis of soil, groundwater, and/or soil vapor, and report preparation. RBM Survey activities will include sampling and analysis of hazardous building materials and report preparation.

SAPs addressing each property where Phase II ESA and/or RBM Survey work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

For each Phase II ESA, the Consultant will provide information to the City to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act

(NHPA) Section 106. The information will include the Project location, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will send letters to be submitted to the EPA.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- EPA-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Endangered Species Act Section 7 and NHPA Section 106 consultations (as necessary)

Estimated Submittal/Completion Dates:

- Winter/Spring 2023: Phase II ESA fieldwork underway at first site.
- Spring/Summer 2023: First Phase II ESA report(s) completed (ongoing throughout Project).

2.3.3 SITE-SPECIFIC CLEANUP/REUSE PLANS

Objective: Prepare site-specific ABCAs, RAPs and/or Reuse Plans for up to 4 sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The City will conduct cleanup and redevelopment planning as required for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs and/or Reuse Plans. ABCAs/RAPs will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls. Reuse Plans may include a reuse vision, disposition strategy, reuse assessment, infrastructure evaluation, land use assessment, and/or reuse/redevelopment strategies.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial/reuse options for each selected brownfield site and redevelopment. The City and the Consultant will work closely with EPA and Ecology when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the City and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables:

- Site-specific ABCAs and/or RAPs and/or Reuse Plans

- Updated ACRES database

Estimated Submittal/Completion Dates:

- Summer/Fall 2023: First site-specific ABCA/RAP/Reuse Plan complete.

2.4 Task 4 – Area-Wide Planning (AWP)

2.4.1 AREA-WIDE PLANNING

Objective: The City’s Spokane Comprehensive Plan (Amended 2020) identified the Hillyard Business District (HBD) as a key center and corridor, which allows for urban scaled urban scaled mixed-use development. The City hasn’t prepared an updated subarea plan for HDB. The City earmarked EPA brownfield funding to meet this need.

Activities: With support from the City and NEPDA, the Consultant will develop an AWP report for the HBD. The AWP activities will include a market study/infrastructure analysis and identify revitalization strategies for the Market Street Corridor.

Lead: The Consultant will lead with assistance from the City, NEPDA and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: AWP document.

Estimated Submittal/Completion Dates:

- Winter 2022/Spring 2023: Project kick-off meeting.
- Summer 2023: AWP study completed.

3 Schedule & Deliverables

The table below summarizes the anticipated deliverable schedule (assuming a project start date of October 1, 2022) and the agency/office each will be submitted to. There will be some pre-award activities (July – September 2022) however, no costs will be incurred under the cooperative agreement during that time.

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2022)	<ul style="list-style-type: none"> ▪ Promote and advertise project in the community. ▪ Kick-off meeting with Consultant, NEPDA and the EPA. 	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Month 1 - 3 (Oct. – Dec. 2022)	<ul style="list-style-type: none"> ▪ Kick-off meeting with Consultant and EPA. ▪ Update existing Site Nomination Form and Access Agreement Template. ▪ Update existing project fact sheets and website content. ▪ Prepare Master QAPP Update. ▪ Prepare CIP. 	X	X		
Month 4 (Jan. 2023)	<ul style="list-style-type: none"> ▪ BAC and Public Kick-off Meetings (2 BAC and 2 public meetings will be conducted during the first year and an estimated 2 meetings per year during subsequent years). ▪ Prepare first QPR - continue preparing quarterly for duration of project. 	X			
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Endangered Species Act Section 7 and NHPA Section 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs only)		
Ongoing	<ul style="list-style-type: none"> ▪ Prepare Phase I & II ESA Reports (including RBM Survey Reports). ▪ Prepare AAI Rule Checklist (Form EPA 560-R-11-030) ▪ Prepare ABCA/RAP deliverables. ▪ Prepare Site Reuse Plan deliverables. 	X	X (ABCAs/ RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE Utilization Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Prepare Final DBE Report & FFR & Final Drawdown.	X		X	X
Months 48 – 52	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

4 Budget

4.1 Budget Table

The table below provides an overview of the proposed budget by category and task.

Budget Categories	<u>Task 1</u> Project Management, Reporting, & Other Eligible Activities	<u>Task 2</u> Community Engagement & Site Selection	<u>Task 3</u> Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	<u>Task 4</u> Area-Wide Planning (AWP)	Budget Category Total
Personnel	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Fringe Benefits	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Travel ¹	\$7,800.00	\$0.00	\$0.00	\$0.00	\$7,800.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$18,000.00	\$12,000.00	\$357,000.00	\$80,000.00	\$467,000.00
Other ²	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Total Direct Costs	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00
Total Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00

¹ Travel for two City staff to attend three brownfields-related conferences/trainings.

² Conference registration fees for two City staff to attend three brownfields-related conferences/trainings.

4.2 Budget Narrative

Below we provide detailed budget tables by task. The budget assumes an average hourly rate of \$150/hour for the contractual services and an average hourly rate of \$60/hour for City staff (\$40/hour for personnel + \$20/hour for fringe benefits). Project activities performed in whole or in part with EPA cooperative agreement funds will comply with all applicable City of Spokane laws and policies, state laws, [2 CFR Part 200 Unified Grant Guidance \(UGG\)](#) for Federal Awards, and cross-cutting federal requirements.

TASK 1 – PROJECT MANAGEMENT, REPORTING & OTHER ELIGIBLE ACTIVITIES

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Project Management & Client Meetings	\$150/hour	45 hours	\$6,750
Compliance Reporting ¹	\$150/hour	75 hours	\$11,250
Travel (Brownfields Conferences/Trainings)	--	--	--
Airfare (\$500 roundtrip x 2 attendees)	\$1,000	3 events	\$3,000
Lodging (\$200/night x 3 nights x 2 attendees)	\$1,200	3 events	\$3,600
Meals (\$200/conference x 2 attendees)	\$400	3 events	\$1,200
Other	--	--	--
Conference Registration Fees (\$200/conference x 2 attendees)	\$400	3 conferences	\$1,200
Total Direct Costs	--	--	\$33,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$33,000

¹ Includes ACRES updates, monthly meeting agendas/notes, quarterly progress reports, annual DBE Utilization reporting, annual FFRs, and Final Performance Report and related materials.

TASK 2 – COMMUNITY ENGAGEMENT & SITE SELECTION

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Stakeholder Meetings & Public Outreach Support	\$150/hour	30 hours	\$4,500
Site Prioritization Activities & Eligibility Requests	\$150/hour	50 hours	\$7,500
Total Direct Costs	--	--	\$18,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$18,000

TASK 3 – PHASE I/II ESAs, RBM SURVEYS, & SITE-SPECIFIC CLEANUP/REUSE PLANS

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Programmatic QAPP Comprehensive Update ¹	\$6,000/QAPP	1 QAPP	\$6,000
Phase I ESAs (<i>for each Phase I, cost includes preparation of a Health & Safety Plan [HASP]</i>)	\$5,000/site	8 sites	\$40,000
Phase II ESAs <i>for each Phase II, cost includes:</i> <ul style="list-style-type: none"> - Preparation of a site-specific Sampling & Analysis Plan (SAP), - Preparation of a HASP - Compliance Review of federal crosscutters, including NHPA Section 106 & Endangered Species Act Section 107 	\$40,000/site	6 sites	\$240,000
RBM Surveys	\$7,750/site	4 sites	\$31,000
Site-Specific ABCAs/RAPs/Reuse Plans	\$10,000/site	4 sites	\$40,000
Total Direct Costs	--	--	\$363,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$363,000

TASK 4 – AREA WIDE PLANNING (AWP)

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Hillyard Business District/Market Street Corridor AWP	\$80,000	1 area	\$80,000
Total Direct Costs	--	--	\$86,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$86,000

Total Direct Costs - \$500,000

Budget Narrative Notes

1. Programmatic QAPP – The QAPP is a very large document that is over 3,000 pages and over two years old so it will need a thorough update for the current Grant. Anytime this document is updated it takes a significant effort to gather the current data from all the analytical laboratories (current SOPs, certificates, etc.), revise the text and tables, and reassemble all the individual pieces. The initial QAPP update likely won't use the entire \$6K budget and will leave enough budget in this task should another update be needed later in the project. Additionally, the environmental contractor will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new DBE labs and drillers to the QAPP which will require significant updates to incorporate new subcontractors in the document.

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water & Hydroelectric Services
Contact Name & Phone	Tonya Reiss – 509.625.7851
Contact Email	treiss@spokanecity.org
Council Sponsor(s)	Councilmembers Stratton & Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10/10/2022
Agenda Item Name	Backflow Prevention Assemblies Value Blanket
Summary (Background)	<p>The Water & Hydroelectric Services department requires these products for maintenance of and new installations to the City's existing water service system. This order allows the department to maintain a source for these products without having to maintain extensive on-site inventory. All items are purchased on an as-needed basis, with no minimum obligation.</p> <p>This procurement saves taxpayer dollars by leveraging volume discounts.</p> <p>Bid #5733-22 was issued on 9/2/22 via the City's electronic bidding portal to more than 85 contacts. Five bids were received by the closing deadline on 9/19/22. Award is recommended to M&L Supply Co. Inc. (Spokane, WA) as the low responsive, responsible bidder.</p> <p>This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at \$250,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</p>
Proposed Council Action & Date:	Consent Approval, 10/24/2022
Fiscal Impact: Total Cost: <u>Estimated \$250,000.00 annually; actual expenditure dependent on as-needed usage</u> 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: Water Warehouse budget in accordance with actual usage Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	
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?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

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 procurement complies with City Purchasing policies and supports responsible expenditure of taxpayer dollars.



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

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

BID TABULATION

Bid Number	5733-22				
Description	Backflow Prevention Assemblies - Value Blanket				
	Consolidated Supply	Core & Main	Keller Supply	M&L Supply Co.	Test Gauge, Inc.
3" DCVA, Qty. 8	\$ 10,769.28	\$ 10,769.28	\$ 9,975.744	\$ 9,382.184	\$ 16,056.80
4" DCVA, Qty. 10	\$ 13,959.90	\$ 13,959.90	\$ 12,931.260	\$ 12,161.850	\$ 22,927.00
6" DCVA, Qty. 10	\$ 22,932.40	\$ 22,932.40	\$ 21,242.630	\$ 19,978.690	\$ 36,985.90
8" DCVA, Qty. 5	\$ 17,966.65	\$ 17,966.65	\$ 16,642.790	\$ 15,494.435	\$ 34,876.45
10" DCVA, Qty. 4	\$ 19,771.20	\$ 19,771.20	\$ 18,314.356	\$ 16,876.680	\$ 38,642.84
2" DCDA, Qty. 2	\$ 3,261.36	\$ 3,261.38	\$ 3,021.052	\$ 2,841.300	\$ 10,275.32
4" DCDA, Qty. 15	\$ 29,151.30	\$ 29,151.45	\$ 27,003.315	\$ 25,396.605	\$ 47,313.30
6" DCDA, Qty. 15	\$ 39,768.15	\$ 39,768.15	\$ 36,837.795	\$ 34,645.935	\$ 75,628.35
8" DCDA, Qty. 10	\$ 40,761.10	\$ 40,760.20	\$ 37,756.740	\$ 35,151.520	\$ 88,551.70

10" DCDA, Qty. 5	\$ 27,276.95	\$ 27,276.95	\$ 25,267.055	\$ 23,283.585	\$ 67,090.60
4" RP, Qty. 2	\$ 3,525.68	\$ 3,525.74	\$ 3,265.936	\$ 3,071.612	\$ 5,909.76
6" RP, Qty. 2	\$ 6,048.66	\$ 6,048.66	\$ 5,602.968	\$ 5,269.590	\$ 9,169.02
8" RP, Qty. 2	\$ 10,905.76	\$ 10,905.76	\$ 10,102.168	\$ 9,405.118	\$ 17,565.80
Subtotal	\$ 246,098.39	\$ 246,097.72	\$ 227,963.81	\$ 212,959.10	\$ 470,992.84
Sales Tax (9%)	\$ 22,148.86	\$ 22,148.79	\$ 20,516.74	\$ 19,166.32	\$ 42,389.36
Bid Total	\$ 268,247.25	\$ 268,246.51	\$ 248,480.55	\$ 232,125.42	\$ 513,382.20

Lead Time Business Days ARO	90	30	30	8	49
Product Bid	Watts	Watts	Watts	Watts	Watts

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

Committee Agenda Sheet

Urban Experience – October 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle, Kinnear & Wilkerson, Stratton & Zapone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Seven (7) 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 seven of the Conditional applications 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 Magnesium, 2801 E. 5th, E. 31st Oldivai Modular Townhomes, Rose Fourplex and Mission Ave. 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 seven (7) MFTE Conditional Agreement(s) for:</p> <p>District 1 CM Sponsors: Cathcart & Bingle Dakota – Oldivai Modular Townhomes at the Oct 24, 2022, City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 9-units at 2813 N Dakota St. <ul style="list-style-type: none"> Property is zoned RMF and RHD and the proposed use is allowed. Estimated Construction Costs of all phases: \$1.7M Located in the Logan neighborhood. <p>Mission Ave. Apartments at the Oct 24, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 27-units at 1608 E Mission Ave. <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$4.5M

	<ul style="list-style-type: none"> ○ Located in the Chief Garry Park neighborhood. <p>Macklemore Building at the Oct 24, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> ● Project Details: The applicant applied for a Conditional MFTE Agreement for 16-units at 1924 E. Sprague and 14 S Napa <ul style="list-style-type: none"> ○ Property is zoned GC-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$2M ○ Located in the East Central neighborhood. <p>Magnesium Village at the Oct 24, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> ● Project Details: The applicant applied for a 12-yr Conditional MFTE Agreement for 504-units at 849 East Magnesium Road <ul style="list-style-type: none"> ○ Property is zoned O-35 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$38,411,360 ○ Located in the Shiloh Hills neighborhood. <p>District 2 CM Sponsors: Kinnear and Wilkerson 2801 E 5th Ave – Triplex with Internal ADU at the Oct 24, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> ● Project Details: The applicant applied for a Conditional MFTE Agreement for 4-units at 2801 E 5th Ave. <ul style="list-style-type: none"> ○ Property is zoned RTF and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$400,000 ○ Located in the East Central neighborhood. <p>E. 31st – Oldivai Modular Apartments at the Oct 24, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> ● Project Details: The applicant applied for a Conditional MFTE Agreement for 10-units at 2814 E 31st Ave. <ul style="list-style-type: none"> ○ Property is zoned RMF and RHD and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$1.45M ○ Located in the Lincoln Heights neighborhood. <p>Rose Fourplex at the Oct 24, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> ● Project Details: The applicant applied for a Conditional MFTE Agreement for one buildings of 4-units at 1813 E. 4th Ave. <ul style="list-style-type: none"> ○ Property is zoned RTF and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$500,000 ○ Located in the East Central neighborhood.
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p>	

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:

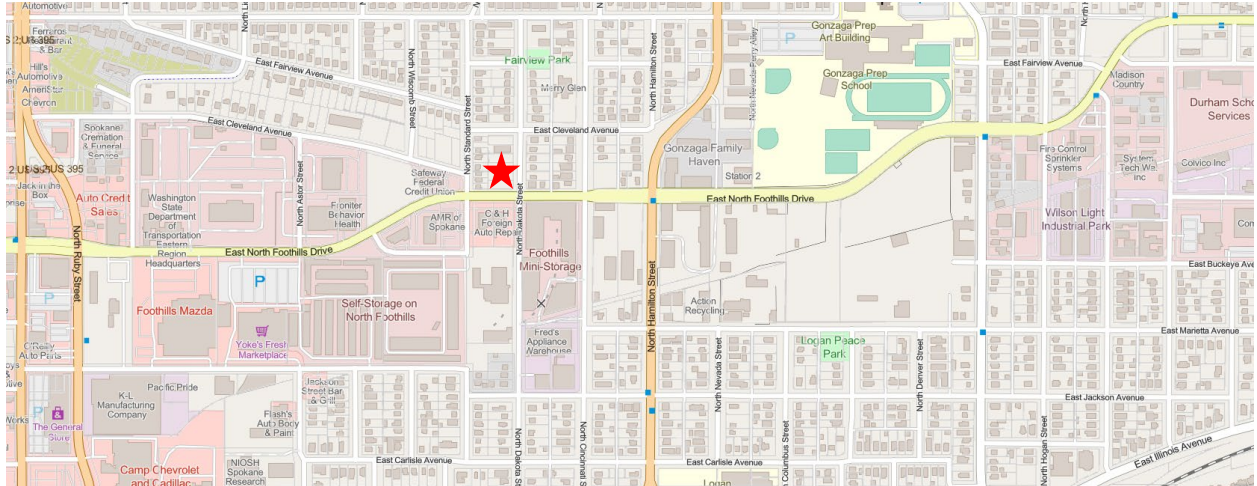
- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement



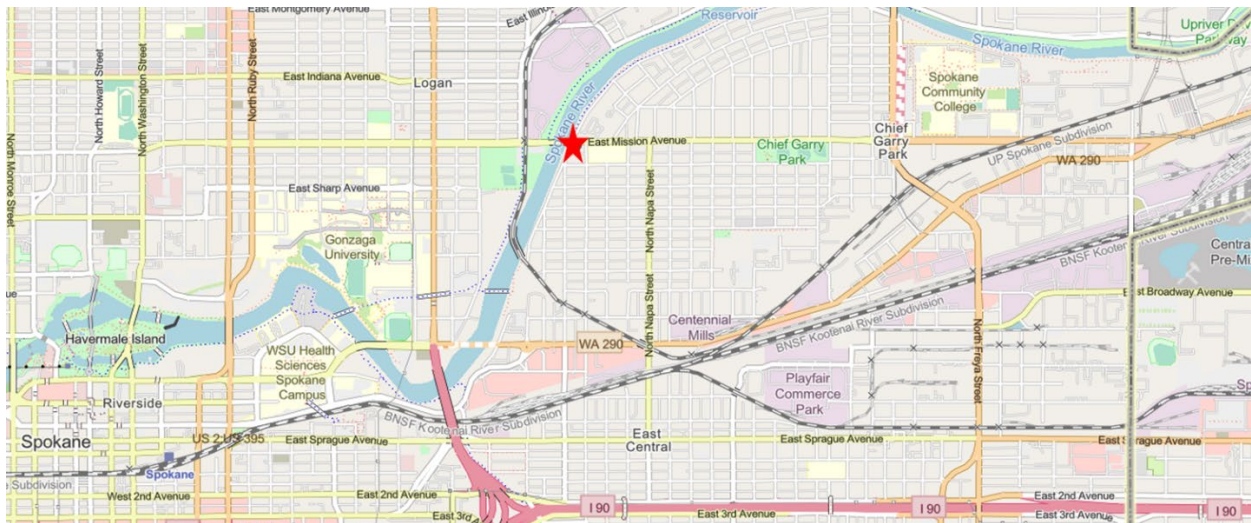
Image capture: Jul 2007 © 2022 G



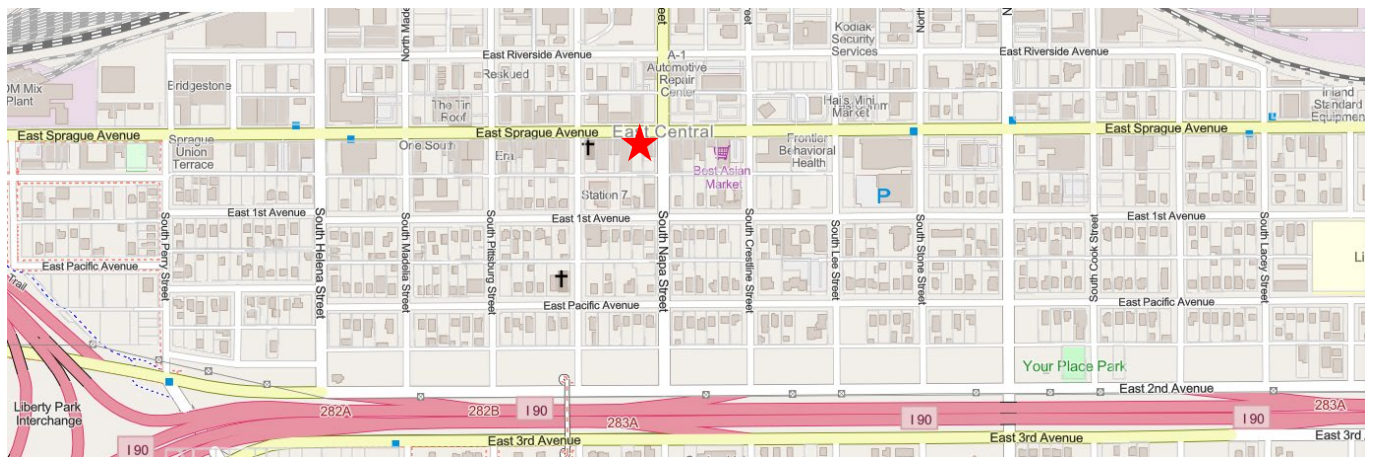
Site & Location: Mission Ave. Apartments

35162.0501

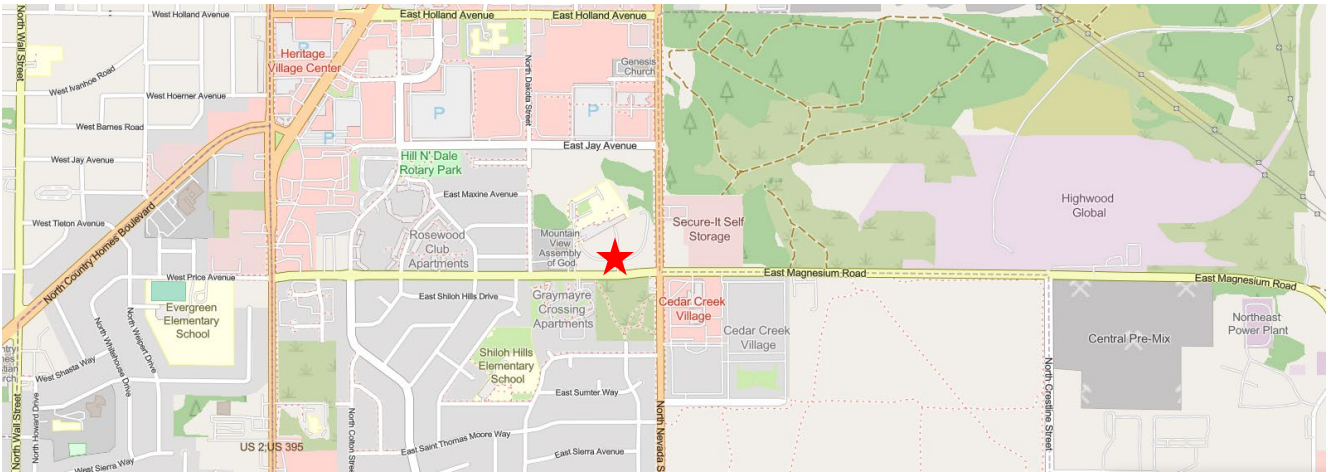
1608 E MISSION AVE



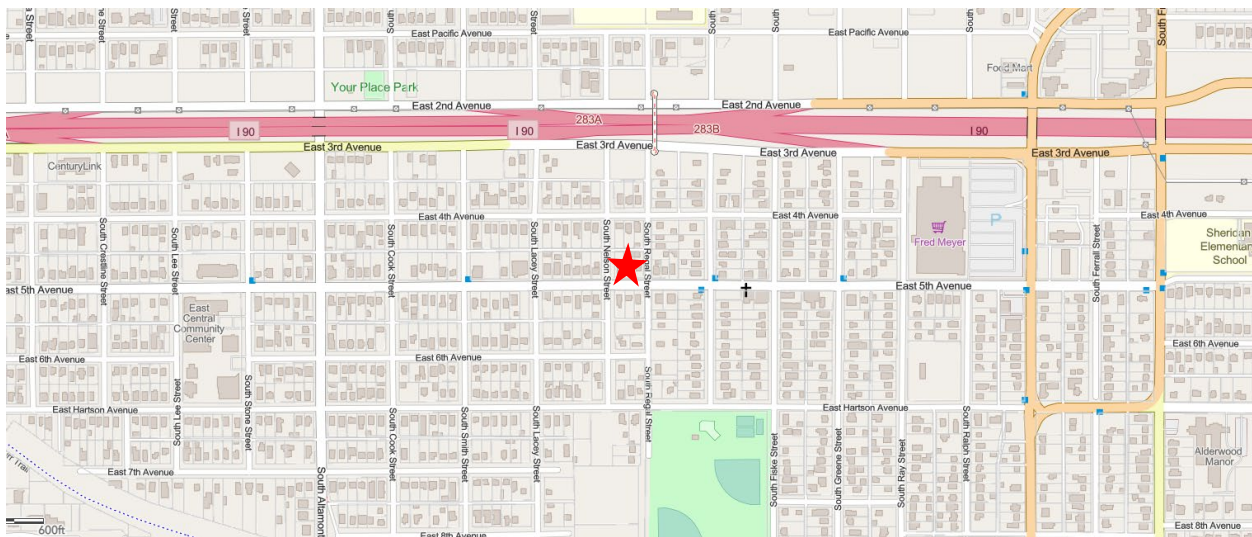
Site & Location: Macklemore Building



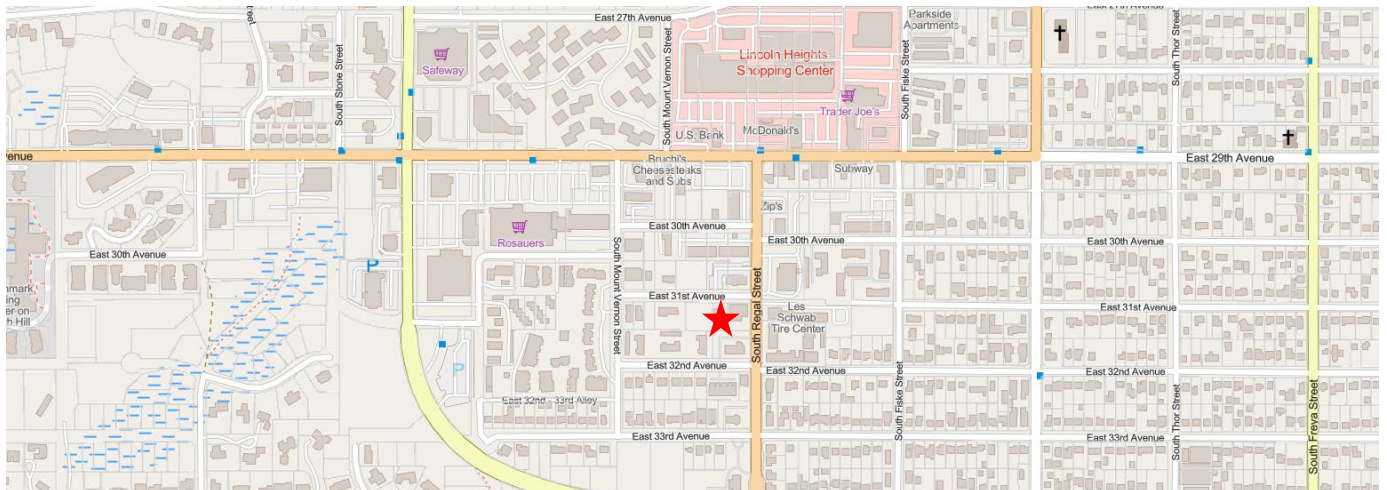
Site & Location: Magnesium Village



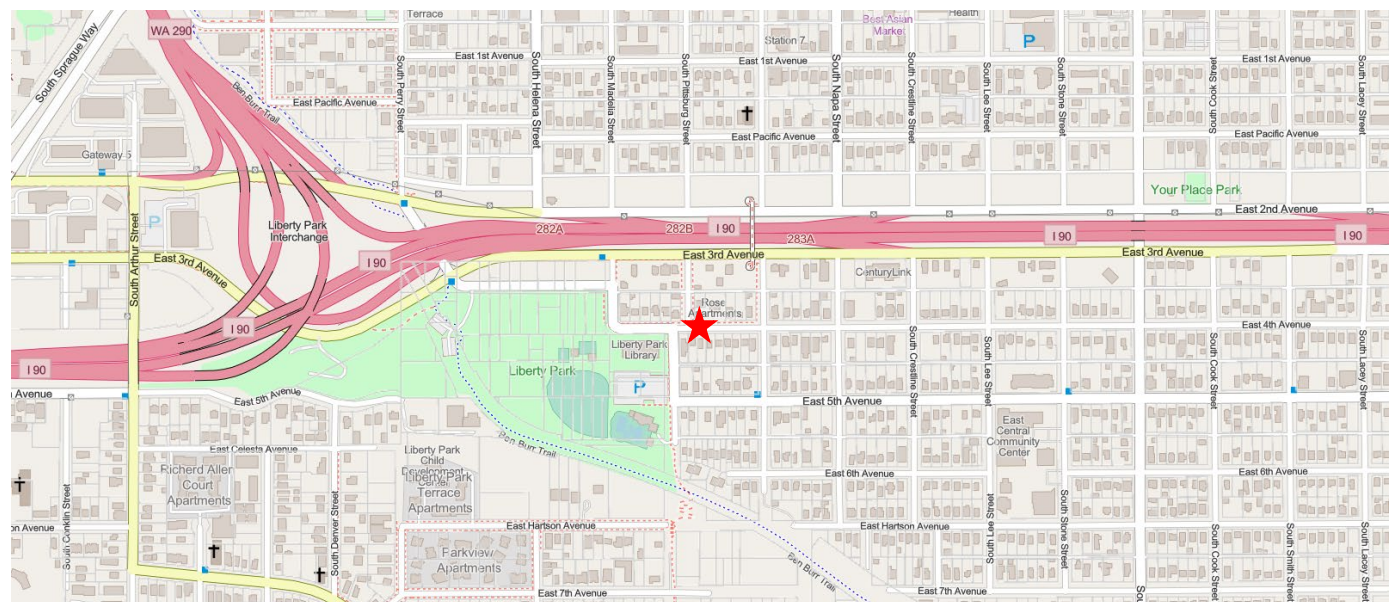
Site & Location: 2801 E 5th Ave Triplex and Internal ADU



Site & Location: E. 31st – Oldivai Modular Apartments



7.6.2021



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Findlay O. and Susan M. Gillespie, as "Owner/Taxpayer" whose business address is 38008 SE 37th St, Snoqualmie, WA 98065.

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 conditional 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:

08-25-43: LOTS 3 AND 4, BLOCK 48, WOLVERTON & CONLAN'S ADDITION;
TOGETHER WITH THE 25 FT WIDE STRIP OF LAND LYING EAST OF AND ADJACENT TO SAID LOTS 3 & 4.

Assessor's Parcel Number(s) 35081.2407, commonly known as 2813 N Dakota St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). 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 9 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____

Mayor, Nadine Woodward

By _____

Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Mission One Properties LLC, as "Owner/Taxpayer" whose business address is 7683 SE 27th St #297 Mercer Island, WA 98040.

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 conditional 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:

SUB OF SEC 16 L1-2-3-4&9-10-11 B29, SUB OF SEC 16 L5 B29, SUB OF SEC 16 L6 B29, SUB OF SEC 16 L7 B29, and SUB OF SEC 16 L8 B29

Assessor's Parcel Number(s) 35162.0501 to .0505, commonly known as 1608 E Mission Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
 - (a). 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 27 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
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 Macklemore on Sprague LLC, as "Owner/Taxpayer" whose business address is 3225 W Providence Ave.

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:

WADSWORTH&MCDONALDS L5 B4
&
WADSWORTH&MCDONALDS S52FT L6 B4

Assessor's Parcel Number(s) 35212.0406 & 35212.0408, commonly known as 1924 E Sprague Ave & 14 S Napa St.

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

Macklemore on Sprague LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and East Magnesium Properties, LLC, as "Owner/Taxpayer" whose business address is 1620 N Mamer Rd C-400, Spokane Valley, WA 99216.

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 conditional 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:

20-26-43 PTN SOUTHWEST QUARTER NORTHEAST QUARTER DAF; BEGINNING AT A POINT ON THE SOUTH LINE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID POINT BEING SOUTHEAST CORNER OF THE WEST 420FT OF THE SOUTH 518.6FT OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE N01°35'36"W ALONG THE EAST LINE OF SAID E420FT OF THE SOUTH 518.6FT, 30FT TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MAGNESIUM AVE, THENCE CONTINUING N01°35';36"W ALONG SAID EAST LINE 488.62FT TO THE NORTHEAST CORNER OF SAID WEST 420FT OF SOUTH 518.16FT SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE S88°54'48"W ALONG NORTH LINE OF SAID WEST 420FT OF THE SOUTH 518.6FT, 40.03FT TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTH, N01°35'36"E PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER 231.007FT, THENCE N60°10'22"E 301.17FT TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 200FT AND A DELTA ANGLE OF 90°00'08", THENCE CONTINUING ALONG SAID CURVE 314.17FT TO A POINT OF TANGENCY, THENCE S29°49'30"E 327.04FT, THENCE S60°08'28"W, 622.48FT, TO A

POINT 480FT FROM THE WEST LINE OF SAID SOUTHWEST OF NORTHEAST QUARTER, WHEN MEASURED AT RIGHT ANGLES, THENCE S01°35'36"E PARALLEL WITH AND 60FT FROM THE EAST LINE OF SAID WEST 420FT OF SAID SOUTH 518.6FT OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 277.83FT TO A POINT ON THE NORTH RIGHT OF WAY MAGNESIUM AVE; THENCE FOLLOWING SAID NORTH RIGHT OF WAY, N88°54'48"E 385.05FT TO A POINT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1402.50FT AND A DELTA ANGLE 08°12'00"; THENCE ALONG SAID CURVE 200.72FT TO A POINT OF TANGENCY; THENCE N80°42'48"E 75FT TO A POINT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1462.50FT AND A DELTA ANGLE OF 05°01'45", THENCE FOLLOWING SAID CURVE 128.37FT TO A POINT WHERE THE NORTH RIGHT OF WAY OF MAGNESIUM AVE INTERSECT THE WEST RIGHT OF WAY OF NAVADA ST, THENCE LEAVING SAID NORTH RIGHT OF WAY OF MAGNESIUM AVE, N01°32'45"W ALONG THE WEST RIGHT OF WAY LINE OF SAID NEVADA ST, 1253.15FT, TO THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, THENCE SOUTH 89°04'34"W ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1218.44FT TO A POINT 50FT FROM THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST CORNER OF THAT CERTAIN RIGHT OF WAY PER AFN 8805190137, THENCE RUNNING SOUTH 01°35'36"E ALONG THE EAST LINE OF SAID RIGHT OF WAY 30FT TO THE SOUTHEAST CORNER OF SAID RIGHT OF WAY, THENCE FOLLOWING THE SOUTH LINE, S89°04'34"W AND PARALLEL WITH AND 30FT SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER 20FT TO A POINT ON THE EAST RIGHT OF WAY LINE DAKOTA ST; THENCE S01°35'36"E 775.81FT TO A POINT ON THE NORTH LINE OF SAID WEST 420FT OF THE SOUTH 518.6FT OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N88°54'48"E ALONG SAID NORTH LINE 349.99FT TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s) 36201.0016, commonly known as 849 E Magnesium Rd.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). 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 504 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy

and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____

Mayor, Nadine Woodward

By _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and A Better Way JJJ, LLC, as "Owner/Taxpayer" whose business address is 3003 E Nora Ave, Spokane, WA 99207.

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 conditional 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:

UNION PARK L6 B15

Assessor's Parcel Number(s) 35211.3306, commonly known as 2801 E 5th Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
 - (a). 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 4 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and John Milne, as “Owner/Taxpayer” whose business address is 1430 2nd Ave #3207, Seattle, WA 99101.

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 conditional 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:

LOT 3, BLOCK 3 SPRING PARK ADDITION TOGETHER WITH THE EAST 21FT LYING NORTH OF THE SOUTH 28FT OF LOT 4, BLOCK 3 OF SD SPRING PARK ADDITION. ALSO TOGETHER WITH THE SOUTH 28FT OF THE EAST 4FT OF LOT 4, BLOCK 3 OF SD SPRING PARK ADDITION. (PARCEL B, Z19-057BLA, AFN 6782854)

Assessor’s Parcel Number(s) 35331.0352, commonly known as 2814 E 31st Ave.

WHEREAS, this property is located in the Affordable Housing Emphasis Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). 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 10 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and East Central Community Organization, as "Owner/Taxpayer" whose business address is PO Box 40095 Spokane, WA 99220.

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 conditional 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:

IDES 2ND L6 B6

Assessor's Parcel Number(s) 35212.3415, commonly known as 1813 E 4th Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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 Agreement 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.
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 - (a). 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 4 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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.

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16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney