

Urban Experience Committee
Agenda for 1:15 p.m. Monday November 14th, 2022

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. November 14th, 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 [October 10th, 2022](#)

III) Discussion Items

- 1) [Status Update on Camp Hope](#) – Zeke Smith (30 Minutes)
- 2) [Current Shelter Provider Funding Resolution](#) – Council President Beggs (5 Minutes)
- 3) [Alcohol Impact Areas Emergency Declaration](#) – Mary Muramatsu (15 Minutes)
- 4) [Commerce Grant to Support Utility Customers](#) -- Marlene Feist (5 Minutes)
- 5) [Housing Action Plan Progress Update](#) – Maren Murphy (10 Minutes)
- 6) [Elias House – Nomination to Historic Places Register](#) – Megan Duvall (5 Minutes)
- 7) [Vision Zero Resolution](#) – Colin Quinn-Hurst (5 minutes)
- 8) [Spokane Public Library – Current Affairs Programming](#) – Shane Gronholz (10 Minutes)
- 9) [Cap on Delivery Fees Ordinance](#) – Councilmember Zappone (5 Minutes)
- 10) [Landlord-Tenant Ordinance](#) – Nicolette Ocheltree (5 Minutes)

IV) Consent Items

- 1) [Approval of ARPA Grant with Innovia](#) (Accounting)
- 2) [Vacation of Alley between Pacific & 2nd, from Scott to Sprague Way](#) (Development Services Ctr - "DSC")
- 3) [Vacation of Public Right of Way on 7th Ave between Hartson & Gov't Way](#) (DSC)
- 4) [Vacation of 3' West on Conklin St South on Hartson](#) (DSC)
- 5) [Surplus Property Sale of 2912 E. Wabash](#) (Facilities)
- 6) [Renewal of Matrix Consulting Group Contract](#) (Finance)
- 7) [SBO for Golf Fund](#) (Parks & Recreation)
- 8) [MFTE Conditional Agreement for Vets on Lacey](#) (Planning & Economic Development)
- 9) [MFTE Conditional Agreement for North Foothills](#) (Planning & Economic Development)
- 10) [Contract with MIG, Inc. for Building Opportunity for Housing](#) (Planning & Economic Development)
- 11) [Contract with Action Target for Target Turning System](#) (Spokane Police Department)

V) Executive Session

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

VI. Adjournment

Next Urban Experience meeting:

The next meeting will be held at the regular date and time of 1:15 p.m. December 12, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee
October 10, 2022

Call to Order: 1:18 pm.

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

Attendance

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

Staff/Others Present: Steve MacDonald, Danielle Norman, Amanda Beck, Tirrell Black, Tami Palmquist, Megan Duvall, Kevin Freibott, Hannahlee Allers, Mark Carlos, Giacobbe Byrd, Kelly Thomas.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the September 12, 2022 meeting. The motion was seconded by CM Wilkerson. The minutes were approved by a vote of 6-0.

Agenda Items

Discussion items

1. Development Services Center Presentation - Steve MacDonald (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
2. Building Opportunities and Choice for All Interim Ordinance Minor Amendment – Tirrell Black (5 Minutes)
 - Action taken:
CMs Kinnear and Stratton agreed to sponsor this item to move forward for formal Council consideration.
3. Cannon Streetcar Suburb Historic District Update – Megan Duvall and Ian White (virtual) (10 minutes)
 - Action taken:
Presentation and discussion only, no action taken.
4. Historic Preservation Nominations – Megan Duvall (5 minutes)
 - Action taken:

CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.

5. Ordinance Establishing the City of Spokane as Zone Free of Nuclear Weapons – Council President Beggs (10 Minutes)

➤ Action taken:

CP Beggs and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.

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

Executive Session

None.

Adjournment

The meeting adjourned at 2:16 p.m.

Prepared by:

Kelly Thomas

Approved by:

Council Member Karen Stratton
Urban Experience Committee Chair

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name & Phone	Mark Carlos (on behalf of CM Wilkerson) - x6269
Contact Email	mcarlos@spokanecity.org
Council Sponsor(s)	CM Wilkerson; CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 00:30:00
Agenda Item Name	Status Update on Camp Hope
Summary (Background)	This update on Washington State's largest homeless encampment located in the North part of the East Central neighborhood will share details about the unhoused and those living under the poverty level. Other than economic disadvantages, there are other factors playing into how this situation came about and how we can find a solution as a City.
Proposed Council Action & Date:	For Discussion Only
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? This update on Washington State's largest homeless encampment located in the North part of the East Central neighborhood will share details about the unhoused and those living under the poverty level. Other than economic disadvantages, there are other factors playing into how this situation came about and how we can find a solution as a City.	
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? As stated above, there are socio-economic factors leading to how the people at Camp Hope ended there. Report will include demographic tracking, et al.	

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

N/A, this is a status report.

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, this is a status report on a situation that wasn't anticipated.

Committee Agenda Sheet

Urban Experience

Submitting Department	City Council
Contact Name & Phone	CP 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: 5
Agenda Item Name	Resolution Committing to Prioritize Funds for Current Shelter Providers
Summary (Background)	The City has been informed that at least one current provider of shelter and services to the City's unhoused residents will be closing its doors if funding can not be continued. This resolution commits to funding 2022 shelter providers with 2022 funding + 8% for inflation prior to funding new or expanded services.
Proposed Council Action & Date:	For suspension of the rules and vote as soon as possible
Fiscal Impact: N/A – impact will occur when contracting occurs 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	
What impacts would the proposal have on historically excluded communities? This resolution is important to ensure that the City does not lose shelter beds for some of our community's most vulnerable 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? CHHS collects data regarding shelter services.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CHHS collects data regarding shelter services.	
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, SMC 18.05.030	

RESOLUTION NO. 2022-_____

A Resolution expressing City Council's intent to fund current homelessness shelter and service providers prior to funding new shelter beds and declaring unassigned revenues in the Criminal Justice Assistance Fund and previously approved ARPA funds available for sheltering services.

WHEREAS, current shelter providers help fill the diverse needs of the City's unhoused community members and have built trustworthy reputations and relationships with those that they serve; and

WHEREAS, according to Section 18.05.030 of the Spokane Municipal Code, "at no time shall the City reduce or eliminate specific night-by-night shelter beds without first having in place additional replacement shelter bed capacity sufficient to meet the requirements of SMC 18.05 unless authorized by City Council resolution; and

WHEREAS, historically, City policy regarding the response to homelessness in our community needing night by night shelter has been inconsistent and insufficiently transparent, collaborative, regional, or inclusive, and that process has often resulted in harm to our community; and

WHEREAS, each resident of Spokane is entitled to a basic level of dignity, respect and wellness, regardless of whether they are housed or unhoused; and

WHEREAS, the City has been informed by at least one current shelter provider that they will need to close essential shelter beds if funding for their programming does not continue; and

WHEREAS, it is critical to ensure that the City of Spokane does not lose current shelter beds that serve diverse populations and diminish the benefit of prior investments in those organizations and infrastructure.

NOW, THEREFORE, BE IT RESOLVED that in the 2023 City Budget, the Spokane City Council intends to first fund existing providers under contract with the City in 2022 that provide night by night shelter to our community's unhoused population at the same levels as 2022 funding amounts plus 8% for inflation, assuming a similar level of service for 2023, prior to funding new or expanded shelter operations that weren't in place for the entirety of 2022..

BE IT ALSO RESOLVED that the City Council intends to first utilize the \$3.5 million in American Rescue Plan Act (ARPA) funds it set aside for homeless capital and operational needs that was approved in March of 2022 via Ordinance C36176 but has not yet allocated, and requests that the City promptly work with Council to develop an appropriate Request for Proposals or similar instrument so that Council can review specific funding options for these ARPA dollars.

BE IT FINALLY RESOLVED that the City Council finds that all previous dollars expended from the City of Spokane's Criminal Justice Fund from 2017 through the present each year were first spent from sources other than the local sales tax option revenues and that any accumulated unassigned reserves in that fund are solely made up of local option sales tax option revenues and are eligible under RCW 82.14.340 for spending on homeless services as a means of reducing crime as long as they are spent prior to December 31, 2023.

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

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Spokane City Prosecutor
Subject:	An ordinance making technical corrections to Ordinance C-36289 concerning the adoption by reference of the Revised Code of Washington; amending Sections 10.58.010 and 10.60.030 of the Spokane Municipal Code and creating a new Chapter 10.76 of the Spokane Municipal Code.
Date:	November 4, 2022
Contact (email & phone):	Mary Muramatsu, (509) 625-6289
City Council Sponsor:	Council Member Lori Kinnear
Executive Sponsor:	Lynden Smithson
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	Legislative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<p><u>Background:</u></p> <p>The recent incorporation of the Revised Code of Washington and recodification of several local ordinances led to the relocation within the Municipal Code of several frequently-used criminal and civil enforcement provisions as well as major changes in the numbering of those newly recodified ordinances. As the result of this adoption and recodification, some errors occurred which require corrections.</p> <p>The most significant error was the inadvertent omission of Alcohol Impact Areas (AIA's) in the recodification of local codes. An Alcohol Impact Area (AIA) is a legal designation established by a local City Council and given effect by the statutory framework governing liquor licenses and enforcement. See <i>WAC 314-12-215</i>. An AIA refers to a geographical location within the city that has suffered the effects of chronic public inebriation and the illegal activity that is associated with liquor sales to chronic inebriates. Once an area has been established as an AIA, the Washington State Liquor & Cannabis Board (LCB) places special conditions or restrictions upon off-premises sales privileges, liquor products, applicants, license assumptions or licensees that sell liquor for off-premises consumption.</p> <p>Locally, certain areas of the city have experienced a pervasive pattern of public intoxication from the public consumption of alcohol. The consequent effects are highly visible to the community and well-documented in crime statistics, emergency medical response data and public health records. For a number of years, Spokane has designated Downtown and East Sprague as areas ridden with chronic inebriation and, beginning in 2009, the Spokane City Council established AIA's in collaboration with citizens and businesses in those areas who were deeply affected by the adverse effects of chronic inebriation.</p>	
<p><u>Proposal:</u></p> <p>The current proposal seeks to make three corrections:</p> <ol style="list-style-type: none"> 1. It recognizes that certain sections of Washington's Model Traffic Ordinance, adopted in 2008, were not adopted by reference and expressly deleted, as indicated in Chapter 16A.02 SMC. This amendment clarifies that those sections have not been incorporated. 	

2. This corrective ordinance recodifies the Alcohol Impact Areas (AIA's) that have been in place for many years. When the Revised Code of Washington (RCW) was recently incorporated into the Municipal Code, the municipal code section that established Alcohol Impact Areas was inadvertently repealed without being recodified to a new section, as was intended (and as was done with other local civil enforcement-related ordinances). This ordinance simply seeks to correct that omission.
3. Finally, this amendment identifies the penalty for the offense of "loitering for the purposes of drug activity." The prior code provision placed the penalty in a different section and therefore was left out of the migration to the new code section.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C - _____

An ordinance making technical corrections to Ordinance C-36289 concerning the adoption by reference of the Revised Code of Washington; amending Sections 08.02.0616, 10.58.010 and 10.60.030 of the Spokane Municipal Code and creating a new Chapter 10.76 of the Spokane Municipal Code.

WHEREAS, the recent incorporation of the Revised Code of Washington and recodification of several local ordinances led to the relocation within the Municipal Code of several frequently-used criminal and civil enforcement provisions as well as major changes in the numbering of those newly recodified ordinances; and

WHEREAS, several minor technical changes have become necessary in order to conform and properly cross-reference codes relating to fees, penalties and enforcement provisions, the necessity of these technical corrections being the result of benign omission and of inadvertence; and

WHEREAS, this ordinance merely intends to correct these technical errors, provide coherence to the existing code changes, and extend laws that have been in place for a number of years;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Section 08.02.0616 of the Spokane Municipal Code is hereby amended as follows:

Section 08.02.0616 Fire Hazard from Vegetation and Debris

- A. There may be charged against the owner and assessed against the land all costs and expenses incurred by the City in administration and enforcement of the abatement of fire hazards from vegetation and debris under SMC ~~10.08.040~~ 10.64.010.
- B. Costs charged to the property owner include costs incurred by the City including direct action by City forces or contract for the removal or destruction of such vegetation and debris.
- C. In addition to the costs outlined in subsection (B) of this section, a surcharge of eighty-five dollars per instance for the removal of the vegetation will be charged to defray administrative support and related costs for providing this service.

- D. Costs will be billed to the owners of the property or as a utility service to the property as provided in SMC ~~10.08.040~~ 10.64.010(C).

Section 2. That Section 10.58.010 of the Spokane Municipal Code is hereby amended as follows:

Section 10.58.010 Adoption of the Revised Code of Washington

- A. Except for sections of Washington's Model Traffic Ordinance not adopted by reference and expressly deleted, as indicated in Chapter 16A.02 SMC, the City of Spokane adopts by reference all other statutes set forth in the Revised Code of Washington (RCW), as now enacted or hereinafter amended or adopted, including their penalties.
- B. The amendment or repeal by the Washington State Legislature of any of the statutes adopted in the SMC by reference shall be deemed to automatically amend or repeal said chapters in conformity therewith, and it shall not be necessary for the legislative authority of the City to take any action with respect to such amendments or repealers.
- C. The adoption of the RCW by reference shall not be construed or interpreted to vest in the City any authority or responsibility to prosecute felony offenses, and the adoption of sections of the RCW which include felony provisions shall be limited to those provisions falling within the City's authority. Such adoption, and the provisions being adopted, shall be construed and interpreted in accordance with the lawful authority of the City. However, at the discretion of the City prosecutor, when appropriate, the City may prosecute attempted C felony offenses that impose gross misdemeanor penalties.
- D. Nothing in this ordinance shall be construed to preclude the enforcement of other local codes contained within the Spokane Municipal Code or to prevent law enforcement officers or other public officials with jurisdiction from charging violations of other local misdemeanor offenses that are codified in other Titles of the Spokane Municipal Code and not addressed in this ordinance.

Section 3. That Section 10.60.030 of the Spokane Municipal Code is hereby amended as follows:

Section 10.60.030 Loitering for the Purpose of Engaging in Drug-related Activity

- A. No person may loiter in or near any thoroughfare, skywalk, park, school or any place open to the public in a manner and under circumstances manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW.

- B. No arrest may be made under this section unless the arresting officer first affords the subject an opportunity to explain such conduct. It is a defense under this section that the explanation given was true and disclosed a lawful purpose.
- C. Circumstances which may be considered in determining whether a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW is manifested include, but are not limited to, the following:
1. The person is a known unlawful drug user. A “known unlawful drug user” is a person who:
 - a. has, within the knowledge of the arresting officer, been convicted:
 - i. in any court within this state, including a juvenile court, of any violation involving the use, possession or sale of any of the substances referred to in chapter 69.41 RCW, chapter 69.50 RCW and chapter 69.52 RCW; or
 - ii. of any violation of any of the provisions of said chapters of the Revised Code of Washington or substantially similar laws of any:
 - a.) political subdivision of this state, or
 - b.) other state; or
 - b. displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or
 - c. possesses drug paraphernalia as defined in chapter 69.50 RCW; or
 - d. has, within the knowledge of the arresting officer, used, possessed or sold any controlled substance in violation of any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, regardless of whether the person was arrested for such use, possession or sale.
 2. The person is currently subject to an order prohibiting his presence in a high drug activity geographic area.
 3. The area involved is by public reputation known to be an area of unlawful drug use and trafficking.

4. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to chapter 69.53 RCW.
 5. The person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, by way of example only, acting as “lookout.”
 6. The person is identified by the officer as a member of an association, group, organization or gang which has illegal drug activity as one of its significant characteristics, history or purpose.
 7. The person transfers small objects or packages for currency in a furtive fashion.
 8. The person takes flight upon the appearance of a police officer.
 9. The person manifestly endeavors to conceal himself or any object which reasonably could be involved in an unlawful drug-related activity.
 10. The person refuses to identify himself upon request of an identified police officer.
 11. There is being used a vehicle known to be registered to a:
 - a. known unlawful drug user, or
 - b. person for whom there is an outstanding warrant for a crime involving drug-related activity.
- D. In determining whether a person is manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, the cumulative knowledge of all officers involved may be considered by the arresting officer.
- E. A violation of this section is a misdemeanor.

Section 4. That former SMC 10.08.270 is now moved to a new section 10.76 of the Spokane Municipal Code, which is created to read as follows:

Chapter 10.76 Alcohol Impact Areas

SMC 10.76.010 Purpose

The City of Spokane has determined that chronic public inebriation and illegal activity associated with alcohol sales and consumption within Alcohol Impact Areas are contributing to the deterioration of the general quality of life within the affected areas. This threatens the welfare, health, peace, or safety of the area's visitors and occupants. Additionally, there is a pervasive pattern of public intoxication and/or public consumption of alcohol as documented in crime statistics, police reports, emergency medical response data, detoxification reports, code enforcement reports, public health records and other similar records maintained by law enforcement and public health agencies. State law allows cities to request that the Washington State Liquor & Cannabis Board enact additional restrictions on off-premises alcohol sales within an area of the City adversely affected by chronic public inebriation or illegal activity associated with alcohol sales or consumption. By this ordinance, the City of Spokane designates such areas as an Alcohol Impact Areas.

SMC 10.76.020 Geographical Areas Designated

A. The geographical areas in the City of Spokane described below are declared to be alcohol impact areas as defined by WAC 314.12.215:

1. Downtown – Urban Core AIA

Beginning at the southwest corner of Lot 10, Block 13 of Dennis and Bradley's Subdivision, said point also being the northeast corner of vacated Dakota Street and Trent Avenue; thence westerly along the north right-of-way of Trent Avenue to the east section line of Section 18, Township 25 North, Range 43 East, W.M. (Division Street centerline), City of Spokane, Spokane County, Washington; thence westerly along the north right-of-way line of Spokane Falls Boulevard to the north right-of-way line of Main Avenue; thence westerly along said north right-of-way line of Spokane Falls Boulevard to said north right-of-way line of Main Avenue; thence westerly along said north right-of-way line of Main Avenue to the northeast corner of Parcel No. 25134.3101, said point also being the northwest corner of Main Avenue and Elm Street; thence southwesterly to the southwest corner of Riverside Avenue and Cannon Street; thence southerly, along the west right-of-way line of Cannon Street to the southwest corner of Cannon Street and Fifth Avenue; thence easterly along the south right-of-way line of Fifth Avenue to the southeast corner of Fifth Avenue and Scott Street; thence northerly along the east right-of-way line of Scott Street to the intersection of the east right-of-way line of Scott Street and the south right-of-way line of Sprague Avenue; thence northerly to the true point of beginning.

2. East Central – AIA

Beginning at the intersection of the ROW of Alki Avenue and Havana Street and including the properties north, south and west but not east of that Intersection,

then west along said Alki Avenue ROW to the intersection of Alki Avenue and Alki Way. Then westerly along the ROW of Alki Way and Alki Avenue to the intersection of Alki Avenue and Freya St. then south on Freya Street to the intersection of Freya Street and Main Ave.

Then west along said Main Avenue ROW extended and including the properties north of and adjacent to said ROW to the intersection of the ROW Altamont Street and Main Avenue then continuing along the Main Avenue ROW as before to the northerly extension of the ROW of Perry Street. Then southerly along said Perry Street ROW extension and including all properties west of and adjacent to said ROW to the intersection of Perry Street and the center line of Perry Street I-90 overpass then along said center line to the intersection with 3rd Avenue then westerly along 3rd Avenue to the intersection of 3rd Avenue and Perry Street extended. Then southerly along Perry Street Extended and Perry Street to the intersection of Perry Street and 7th Avenue, then southwesterly along the 7th Avenue/Perry Street combined ROW to the intersection of 7th Avenue/Perry Street combined and the Newark Avenue ROW. Then southerly along said Newark Avenue ROW said ROW becomes Perry Street, then south along Perry Street to the intersection of 9th Avenue. Then west along said 9th Avenue to the intersection of 9th Avenue and Arthur Street, then south along said Arthur Avenue ROW to the intersection of 12th Avenue. Then east along 12th Avenue ROW to the intersection of 12th Avenue and Helena Street, then north along said Helena Street ROW to intersection of Helena Street and Hartson Avenue. Then east along said Hartson Avenue to the intersection of Hartson Avenue and Pittsburg Street, then north along said ROW of Pittsburg Street to the intersection of Pittsburg Street and 5th Avenue.

Then east along the 5th Avenue ROW and including all properties south of and adjacent to said ROW to the intersection of Rebecca Street, then north along the ROW of Rebecca Street to the ROW of Pacific Avenue. Then east along said ROW of Pacific Avenue to the intersection of Havana Street and including the properties north, south and west but not east of that Intersection. Then north along the ROW of said Havana Street but including only those properties on the west side of said Havana Street ROW to the Point of Beginning

- B. The boundaries shall include properties located on both sides of the public right-of-way that constitute the boundaries of the alcohol impact area as further depicted on the attached maps.

[Downtown - Urban Core AIA Map](#)

[East Central - AIA Map](#)

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works Division
Contact Name & Phone	Marlene Feist (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Members Kinnear and Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 mins</u>
Agenda Item Name	Commerce Grant to Support Utility Bill Customers
Summary (Background)	<p>Public Works is requesting approval of a Contract with the Washington State Department of Commerce and a Special Budget Ordinance (SBO) to accept grant dollars to support utility bill customers with delinquent accounts in the amount of \$1,880,473.92.</p> <p>These funds will be applied to past-due balances as defined by the grant, which specifies debt accrued between March 2020 and December 31, 2021, by customers who have been pre-qualified by participating in a variety of programs. Those programs include LIHWAP, LIHEAP, U Help, and more. Public Works will help about 2,100 customers with some or all of their past due amounts with this funding.</p> <p>Traditionally, the number of past-due accounts is very small and represents an equally small proportion of monies billed. Today, more than 8,600 residential customers are behind in their City utility bills with total outstanding amounts of nearly \$8 million.</p> <p>Since the start of the pandemic, Public Works has worked to assist customers through its U-Help program, a fund-raising effort to increase available U-Help funds, procurement of a grant to provide bill assistance, promotion of LIHWAP and rental assistance dollars that could be used for utility payments, availability of no-interest payment plans, and this application for Commerce funds.</p> <p>Public Works has a number of goals related to its work to address pandemic-related delinquencies:</p> <ul style="list-style-type: none"> Reduce the number of households facing housing insecurity due to accumulated bills. Reduce the number of households sent to collections for past-due bills. Reduce the number of households facing water utility shutoffs. Reduce the negative health impacts of prolonged stress due to negative pandemic impacts.
Proposed Council Action & Date: Nov. 21, 2022	Approve a contract with Commerce and the SBO to accept the grant dollars.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



<p>Funding Source One-time Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p>Operations Impacts</p> <p>What impacts would the proposal have on historically excluded communities?</p> <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>
<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>This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. Funding will support customers with lower incomes and those who suffered hardship during the COVID-19 pandemic, based on criteria provided by the State Department of Commerce.</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>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.</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>This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.</p>



Federal General Grant with

City of Spokane Utilities

through

Commerce Energy Division

**Grant Number:
22-56104-030**

For

Utility Residential Customer Arrearages

Dated: Tuesday, November 1, 2022

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	4
SPECIAL TERMS AND CONDITIONS.....	5
1. ACKNOWLEDGEMENT OF FEDERAL FUNDING.....	5
2. GRANT MANAGEMENT.....	5
3. COMPENSATION.....	5
4. BILLING PROCEDURES AND PAYMENT.....	5
5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION.....	6
6. FRAUD AND OTHER LOSS REPORTING.....	6
7. ORDER OF PRECEDENCE.....	6
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS.....	7
2. ACCESS TO DATA.....	7
3. ADVANCE PAYMENTS PROHIBITED.....	8
4. ALL WRITINGS CONTAINED HEREIN.....	8
5. AMENDMENTS.....	8
6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28	
CFR PART 35.....	8
7. ASSIGNMENT.....	8
8. ATTORNEYS' FEES.....	8
9. AUDIT.....	8
10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS.....	8
11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.....	9
12. CONFLICT OF INTEREST.....	10
13. COPYRIGHT PROVISIONS.....	10
14. DISPUTES.....	11
15. DUPLICATE PAYMENT.....	11
16. GOVERNING LAW AND VENUE.....	11
17. INDEMNIFICATION.....	12
18. INDEPENDENT CAPACITY OF THE GRANTEE.....	12
19. INDIRECT COSTS.....	12
20. INDUSTRIAL INSURANCE COVERAGE.....	12
21. LAWS.....	12
22. LICENSING, ACCREDITATION AND REGISTRATION.....	12
23. LIMITATION OF AUTHORITY.....	12
24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS.....	13
25. PAY EQUITY.....	13
26. POLITICAL ACTIVITIES.....	13
27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS.....	13
28. PUBLICITY.....	14
29. RECAPTURE.....	14



30. RECORDS MAINTENANCE	14
31. REGISTRATION WITH DEPARTMENT OF REVENUE.....	15
32. RIGHT OF INSPECTION	15
33. SAVINGS	15
34. SEVERABILITY.....	15
35. SITE SECURITY	15
36. SUBGRANTING.....	15
37. SURVIVAL.....	16
38. TAXES.....	16
39. TERMINATION FOR CAUSE.....	16
40. TERMINATION FOR CONVENIENCE.....	16
41. TERMINATION PROCEDURES.....	16
42. TREATMENT OF ASSETS	17
43. WAIVER	18
ATTACHMENT A: SCOPE OF WORK.....	19
ATTACHMENT B: BUDGET	23



Face Sheet

Grant Number: 22-56104-030

Energy Division
Utility Residential Customer Arrearages

☒ Subrecipient
☐ Contractor

1. Grantee City of Spokane Utilities 808 W Spokane Falls Blvd Spokane, WA 99201-3343		2. Grantee Doing Business As (as applicable) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Grantee Representative Corin Morse <Insert title> 509-625-6855 cmorse@spokanecity.org		4. COMMERCE Representative Anneka McDonald 360-764-6103 Anneka.mcdonald@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Grant Amount \$1,880,473.92	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 11/1/2022	8. End Date 2/1/2022
9. Federal Funds (as applicable) \$1,880,473.92	Federal Agency: US Department of the Treasury	ALN 21.027	Indirect Rate N/A
10. Tax ID # N/A	11. SWV # SWV0003387-41	12. UBI # 328-013-877	13. UEI # Insert Number
14. Grant Purpose The purpose of this contract is to provide funding for public and private water, sewer, garbage, electric, and natural gas utilities to address low-income customer arrearages compounded by the COVID-19 20 pandemic and the related economic downturn that were accrued between March 1, 2020, and December 31, 2021. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR GRANTEE _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Commented [MC1]: Utilities Billing and Collections Manager

Commented [AM2]: Please confirm this 12 digit number. This associates with your direct deposit bank account.

Commented [MC3R2]: PDNCLY8MYJN3

Commented [MC4]: Marlene Feist

Commented [MC5]: Public Works Director

Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: Not Provided
Federal Award Identification Number (FAIN): SLFRP0002
Total amount of the federal award: \$100,000,000.00
Awarding official: US Department of Treasury

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. SLFRF 2022 awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Energy Division, Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$1,880,473.92 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Grants Management System.

If required, the attachments to the invoice request in the Commerce Grants Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 22-56104-030. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.



No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

In the event that funding provided under this grant is used for any other reason than the purpose stated in Section 14 of the Face Sheet, the Grantee must repay all grant funds that were not expended for that purpose (i.e. to address low-income customer arrearages), plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the program funded. Repayment shall be pursuant to Section 29 (Recapture) of the General Terms and Conditions.

5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

6. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings,

conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration,

amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Grantee selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures

and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.



Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant.

COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Section 128 (199), 2022 Supplemental Operating Budget proviso states:

\$100,000,000 of the coronavirus state fiscal recovery fund federal appropriation is provided solely for grants for public and private water, sewer, garbage, electric, and natural gas utilities to address low-income customer arrearages compounded by the COVID-19 20 pandemic and the related economic downturn that were accrued between March 1, 2020, and December 31, 2021.

- (a) By May 27, 2022, each utility that wishes to participate, must opt-in to the grant program by providing the department the following information:
 - i. Current arrearage balances for residential customers as of March 31, 2022; and
 - ii. Available information on arrearage balances of low-income customers, including customers who received assistance from the low-income home energy assistance program, low-income water assistance program, or ratepayer-funded assistance programs between April 1, 2020, and March 31, 2022, as of March 31, 2022. If a utility does not have access to information regarding customer participation in these programs, the department must distribute funding to the community action program serving the same service area as the utility instead of the utility.
- (b) In determining the amount of funding each utility may receive, the department must consider:
 - i. Each participating utility's proportion of the aggregate amount of arrearages among all participating utilities;
 - ii. Utility service areas that are situated in locations experiencing disproportionate environmental health disparities;
 - iii. American community survey poverty data; and
 - iv. Whether the utility has leveraged other fund sources to reduce customer arrearages.
- (c) The department may retain up to one percent of the funding provided in this subsection to administer the program.
- (d) Each utility shall disburse funds directly to customer accounts by December 31, 2022. Funding shall only be distributed to customers that have participated in the low-income home energy assistance program, low-income water assistance program, or ratepayer-funded assistance programs.
- (e) Utilities may, but are not required to, work with other utilities or use community action agencies to administer these funds following the eligibility criteria for the low-income home energy assistance program and the low income household water assistance program.
- (f) By March 1, 2023, each utility who opted into the grant program must report to the department, utilities and transportation commission, and state auditor on how the funds were utilized and how many customers were supported.
- (g) Utilities may account for and recover in rates administrative costs associated with the disbursement of funds provided in this subsection.

Tasks and Deliverables

Task 1: Funding Priorities

Recipients will be asked to respond in the Smartsheet link provided by Commerce.

1. How is your utility planning to prioritize funds to support qualifying customers in need?
Please choose all that apply.
 - Customers who have received Low-Income Home Energy Assistance (LIHEAP) assistance and/or Low-Income Household Water Assistance (LIHWAP)
 - Income level
 - Longest held balances
 - Largest balances
 - Renter-held accounts
 - All customers with qualifying debt
 - Other
2. Please rank prioritization in the order of which customers will receive funding first:
Rank in the order of 1 = the highest priority, 6 = the lowest priority and 0 = does not apply.
 - Customers who have received Low-Income Home Energy Assistance (LIHEAP) assistance and/or Low-Income Household Water Assistance (LIHWAP).*
 - Income level*
 - Longest held balances*
 - Largest balances
 - Renter-held accounts
 - All customers with qualifying debt
3. Based on your answer to the previous question, do you plan to:
 - Apply funding to all prioritized customers equally?
 - Yes
 - No
 - Eliminate debt of prioritized customer class before moving to the next priority group?
 - Yes
 - No
 - Apply some other criteria or strategy?

Task 2: Impacted and Disproportionality Impacted Reporting

Grantee must ensure that funding is only distributed to customers that have participated in the low-income home energy assistance program, low-income water assistance program, or ratepayer-funded assistance programs. As used within this Contract, "low-income customers" are customers who fall within the Impacted/Disproportionately Impacted table listed below.

In this task Grantee will review the current State and Local Recovery Funds (SLRF) guidance for reporting and responsibilities.

Review the reporting guidelines within this link: [Utility-Moratorium - Washington State Department of Commerce](#)

1. Grantees will be asked to respond in the Smartsheet link provided by Commerce.

- a. What Impacted and/or Disproportionately Impacted population does this project primarily serve?
- b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.
 - i. Grantee will report from the following options:

	Impacted	Disproportionately Impacted
Assistance to Households	<ul style="list-style-type: none"> Low- or moderate income households or populations⁹ Households that experienced unemployment Households that experienced increased food or housing insecurity Households that qualify for certain federal programs¹⁰ For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify) 	<ul style="list-style-type: none"> Low-income households and populations¹¹ Households and populations residing in Qualified Census Tracts Households that qualify for certain federal programs¹² Households receiving services provided by Tribal governments Households residing in the U.S. territories or receiving services from these governments For services to address educational disparities, Title I eligible schools¹³ Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)

⁹ Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

¹⁰ For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

¹¹ Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

¹² For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

¹³ For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

Task 3: Promoting Equitable Outcomes

Please describe how your jurisdiction's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. In addition, please explain how your jurisdiction's overall equity strategy translates into the specific services or programs offered by your jurisdiction.

Please also describe any constraints or challenges that impacted project success in terms of increasing equity.

1. Grantees will be asked to respond in the Smartsheet link provided by Commerce.

Task 4: Expenditure Reporting

1. All Grantees are required to submit Project and Expenditure Reports with each invoice submitted for payment.
 - a. Grantees must submit a detailed expenditure report of all expenses (totaling the requested reimbursement amount) and backup invoice documentation. The expenditure report/ledger must include:
 - i. Adopted budgets
 - ii. Dates of expenditures
 - iii. Expense categories (aligning with the categories from Impacted and Disproportionately Impacted Table)
 - b. Number of households with unpaid service bills.
 - i. Number of months
 - ii. Arrearage amount
2. Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments: Each Grantee shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than \$50,000.

Attachment B: Budget

Item	Description	Amount
1	Grant for residential customer arrearages	\$1,880,473.92
	Total Grant Amount	\$1,880,473.92

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City
Contact Name & Phone	Maren Murphy, 625-6737
Contact Email	mmurphy@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear CM Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 20
Agenda Item Name	Housing Action Plan – 2022 Progress Update (Informational)
Summary (Background)	<p>The City of Spokane prepared a Housing Action Plan to establish policy to increase housing options for residents at all income levels. It provides guidance for City staff, elected officials, and decision-makers to better meet Spokane’s current and future housing needs. It outlines four priorities and 17 strategies in a coordinated vision that helps focus attention and accountability for enacting change. The plan was adopted by City Council in July 2021 after recommendation from the Plan Commission.</p> <p>Since adoption, the City has been working to implement the plan and make progress on enhancing housing options. This workshop will share a progress report on some key initiatives, with a focus on Planning. Examples of progress includes:</p> <ul style="list-style-type: none"> The interim zoning ordinance and upcoming amendments to the Comprehensive Plan Changes to accessory dwelling unit standards Transit-oriented development projects <p>This update is informational only. The final Housing Action Plan can be viewed online. More details on housing initiatives can be found on the Shaping Spokane Housing webpage.</p>
Proposed Council Action & Date:	No action – informational only
Fiscal Impact: Total Cost: <u>No cost</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: No funding needed 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 HAP Progress Update will include updates on strategies that are making progress towards equity in housing.

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

The HAP provides data on housing needs by income level, and also analyzed equity indicators related to housing data. This informed the overall direction of the HAP and will continue to be an important focus in ongoing monitoring and implementation.

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

The City is continuing to monitor progress on the HAP to ensure actions are meeting the intent of the priorities and strategies, and we are connecting initiatives back to the HAP.

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 HAP provides guidance for updates to the Comprehensive Plan, and also conveys the intention of the City, Administration, and City Council to carry out recommendations outlined in the plan.

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)	Councilmember Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 3 minutes
Agenda Item Name	0470 – Marcus & Augusta Elias 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 Marcus & Augusta Elias House at 925 S Cedar St was constructed in 1909 in the Craftsman style. It meets the criteria for listing on the Spokane Register under Category C for its architectural merit.</p>
Proposed Council Action & Date:	Consent agenda item, for briefing on 11/28/2022 with a vote on 12/5/2022.
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	Planning Services; Integrated Capital Management
Contact Name & Phone	Colin Quinn-Hurst 625-6804; Inga Note 625-6331
Contact Email	cquinnhurst@spokanecity.org ; inote@spokanecity.org
Council Sponsor(s)	Council President Beggs; Council Member Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Vision Zero Resolution
Summary (Background)	<p>Vision Zero is an established concept for improving traffic safety for all road users (including people walking, biking, using transit and driving) and committing to a target of achieving zero traffic fatalities and severe injuries on City streets. Vision Zero is a global movement to eliminate deaths and serious injuries through a multi-pronged approach centered on a Safe Systems approach focusing on designing streets with safety as a foremost design criteria. Adoption of a Vision Zero commitment within a set timeframe is increasingly a requirement of state and federal transportation grant programs, and committing to this target ensures Spokane's continued competitiveness in these programs to support transportation improvements on City streets.</p>
Proposed Council Action & Date:	Resolution Adoption Monday December 4, 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? <p>Adopting the Vision Zero approach to traffic safety supports safe mobility in historically excluded communities. The Vision Zero approach prioritizes equitable mobility for all as a central tenet of eliminating traffic deaths and serious injuries, which occur disproportionately in historically disadvantaged communities.</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?

Data will be collected, analyzed, and reported concerning the effect of the Vision Zero approaches in tandem with the City's Local Road Safety Risk-Based Analysis. The resolution adopts the Local Road Safety Risk-Based Analysis as the City's Safety Action Plan toward achieving Vision Zero. This analysis and associated action plan is updated every two years, at minimum, in tandem with the Washington State Department of Transportation's City Safety Program, which administers federal Highway Safety Improvement Program (HSIP) funding to local jurisdictions. In addition, the US Department of Transportation's Safe Streets and Roads for All (SS4A) grant program likewise requires updating a safety action plan as a component of the application process, with the next funding opportunity through this program expected in 2023. Data will be collected, updated and analyzed in preparation for both the City Safety program and the Safe Streets and Roads for All program.

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

Data will be collected regarding the effectiveness of the Vision Zero approach to ensure it is the right solution as part of regular and ongoing updates of the City's Local Road Safety Risk-Based Analysis, as described above.

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 current City Policies including the Comprehensive Plan and Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, and Council Resolutions, all of which call for improving the safety of City streets and reducing or eliminating traffic deaths and serious injuries. This approach aligns with Comprehensive Goal TR Goal F: Enhance Public Health & Safety which states that "Spokane will seek to improve safety through the use of supporting federal and state programs, documents, and policies such as: FHWA Towards Zero Deaths (TZD), the FHWA Highway Safety Improvement Program (HSIP), and Washington State Department of Transportation's (WSDOT) Target Zero: Strategic Highway Safety Plan." As an appendix of the Comprehensive Plan, the Spokane City Bicycle Master Plan aligns with this approach via Policy BMP 2: Complete and maintain connected bikeways that provide safe transportation for Spokane cyclists throughout the City, BMP 4: Enhance the safety of people riding bicycles through detailed crash analysis, and BMP 5: Develop a collaborative program between a variety of city departments and outside organizations to implement the Bicycle Master plan through capital project delivery as well as community planning processes.

This approach also aligns with SMC 16A.84.020 Pedestrian Safety Top Transportation Priority; Purpose and Intent, which recognizes pedestrian safety and service as the City's highest transportation priority and supports Washington State's Target Zero goal of reducing all traffic fatalities and serious injuries to zero.

Under Strategy 5. Improve transportation safety, the Sustainability Action Plan recommends adoption of a Vision Zero framework to reduce fatalities and severe injuries and joining the national Vision Zero network.

RESOLUTION NO. _____

**IN SUPPORT OF A GOAL TO ELIMINATE FATALITIES AND
SEVERE INJURIES ON CITY STREETS**

A resolution committing to a goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving).

WHEREAS, the City of Spokane's Comprehensive Plan (2019), Spokane Downtown Plan (2021), Bicycle Plan (2017) and Pedestrian Plan (2015) all seek to reduce serious or fatal pedestrian and bicycle injuries; and

WHEREAS, as stated in Spokane City Bicycle Master Plan Policy BMP 2: Complete and maintain connected bikeways that provide safe transportation for Spokane cyclists throughout the City, BMP 4: Enhance the safety of people riding bicycles through detailed crash analysis, BMP 5: Develop a collaborative program between a variety of city departments and agencies and outside organizations to implement the Bike Master Plan through capital project delivery as well as community planning processes; and

WHEREAS, Vision Zero is a holistic strategy aimed at eliminating all traffic fatalities and severe injuries suffered by all road users in Spokane while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, similar efforts are founded on the Federal Highway Administration's Safe Systems approach that recognizes roadway design as the most important factor in ensuring the protection and safety of road users; and

WHEREAS, a Safe Systems approach also calls for policies and plans that prioritize the protection and safety of the traveling public;

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council adopts a goal to eliminate traffic deaths and severe injuries within the set timeframe of the next Comprehensive Plan horizon of 2042, and adopts the analysis provided by the City's Local Road Safety Risk-Based Analysis as the City's Safety Action Plan.

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

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

Committee Agenda Sheet

Urban Experience

Submitting Department	Spokane Public Library
Contact Name & Phone	Shane Gronholz 509-209-8101
Contact Email	sgronholz@spokanelibrary.org
Council Sponsor(s)	Stratton, Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Current Affairs Programming at the Library
Summary (Background)	<p>I would like to inform the Council and the viewing public about my new role as Current Affairs Specialist at Spokane Public Library. In this role, I will be connecting and working with local leaders, organizers, experts, journalists, educators, and others to develop compelling programs, moderate panel discussions, and provide other educational opportunities related to pressing issues that face our community, our country, and the wider world.</p>
Proposed Council Action & Date:	Info only – no action required
<p>Fiscal Impact: Already included in Spokane Public Library operating budget</p> <p>Total Cost:</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 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
<p>What impacts would the proposal have on historically excluded communities?</p> <p>I will partner with members of historically excluded communities and provide them with a platform to voice their concerns and share their perspectives. This, in turn, will hopefully attract other members of these very communities to these educational opportunities.</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>Our focus right now is getting the program up and running. Currently, we track attendance for each event. We are considering other ways to collect more robust outcome data for the future.</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>Analysis for programming is ongoing and constantly evolving.</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>My efforts in this role will contribute to Spokane Public Library's purpose to provide high quality educational opportunities to every Spokane citizen, as directed by the Comprehensive Plan.</p>

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Zack Zappone 6256
Contact Email	zzappone@spokanecity.org , jgunn@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear, Councilmember Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	Capping 3 rd Party Delivery Fees Ordinance
Summary (Background)	<p>Food delivery platforms charge restaurants commission fees for the use of their services, such as the facilitation and pick-up of delivery food and/or beverage orders.</p> <p>Third party delivery platform fees total up to thirty percent or more of the price of the food or beverage order, which drastically impacts restaurant profits.</p> <p>Recognizing the ongoing need to protect the interests of restaurants and consumers, other jurisdictions, including Seattle, Minneapolis, New York City, Philadelphia, and San Francisco, have passed ordinances permanently capping delivery service fees and establishing other regulations for food delivery platforms.</p> <p>This ordinance would provide regulatory requirements and would cap the delivery fees at fifteen percent, with possible exemptions.</p>
Proposed Council Action & Date:	Vote to approve on Nov. 28 th
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	
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	City Council
Contact Name & Phone	City Council President Beggs (509) 625-6254 Nicolette Ocheltree (509) 625-6711
Contact Email	bbeggs@spokanecity.org ; nocheltree@spokanecity.org
Council Sponsor(s)	City Council President Beggs; Council Member Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Landlord/Tenant Ordinance
Summary (Background)	<p>An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.60 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.</p> <p>A Landlord and Tenant workgroup has been engaged in discussions with Council Members for several years and this proposed ordinance is a reflection of some of the key issues and needs identified by stakeholders:</p> <ul style="list-style-type: none"> • Universal background and credit checks • Proactive code enforcement • Requiring business licenses for Landlords • Residential rental property damage mitigation fund • Legal services and relocation fund • Anti-retaliation protections
Proposed Council Action & Date:	Briefed at Urban Experience on November 14 th ; Moving out of Committee with two sponsors on November 14 th ; Filed on OnBase on November 15 th ; Briefed on the Advanced City Council Agenda on November 21 st ; First Reading on the Current City Council Legislative Agenda on November 28 th ; Final Reading (and Council Vote) on the Current City Council Agenda on December 5 th
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:	

Fees from the business licenses will help to provide funding to some of the measures outlined in this ordinance. The following funds are being created by this ordinance:

Residential Rental Property Mitigation Fund; Legal Services and Relocation Fund; Universal Background and Credit Check Fund; Code Enforcement Fund

Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This would have a positive impact on historically excluded communities by making it easier for individuals to apply for new rental units, move when they are priced out of their current or former rental units, understand and exercise their tenant rights without fear of retaliation, and live in units that are being proactively monitored by code enforcement to ensure the habitability and improve the overall health and safety of their residence.

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

The traditional methods of data collection, analyzation, and reporting shall be implemented. Ideally, the requirement for landlords to obtain a business license will effectively create a Rental Registry which should theoretically make it easier for data collection and analysis. If there are further needs for a more robust method of addressing this, please bring these issues to the discussion during briefing and before this ordinance goes to a vote.

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

The traditional methods of data collection, analyzation, and reporting shall be implemented. Moreover, the Manager of Housing and Homelessness Initiatives will report back to Council, upon request, with updates based on their understanding and analysis of the effectiveness of the policy as implemented and suggest policy amendments or adjustments as needed. If there are further needs for a more robust method of addressing this, please bring these issues to the discussion during briefing and/or before this ordinance goes to a vote.

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 does not conflict with any of the above and supports actions as described in the Housing Action Plan.

ORDINANCE NO. C-_____

An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 10.57 of the Spokane Municipal Code to read as follows:

Chapter 10.57 Regulation of Residential Rental Housing **Section 10.57.010 Purpose and Intent**

- A. The City of Spokane, as a municipal government, has a duty to protect public safety to foster safe, livable, and affordable housing for everyone.
- B. In an effort to discharge that responsibility, the Spokane City Council has determined that it is necessary to implement common-sense, baseline standards for the rental of residential real property in Spokane, and to streamline and make more affordable the process of obtaining rental housing by establishing universal background checks, tenant relocation, and landlord mitigation programs.

Section 10.57.020 Business licensing and registration

- A. All activity of renting or leasing residential real property requires a City of Spokane business license, as described in SMC 08.01.070 and SMC 08.01.195(B)(1).
- B. The annual fee for registering the activity of renting residential real property shall be, in addition to the standard annual fee described in SMC 08.02.0206(A), \$10 per residential rental unit per year for each residential rental unit owned by the same legal entity in excess of 3 residential rental units.
- C. By way of applying for or renewing a City of Spokane business license, owners of residential rental housing units are required to register every rental unit located in City of Spokane annually and certify that each property meets the requirements of RCW 59.18.060, except for situations in which the property owner lives in the same building in which the property owner also rents no more than two units. Owners of a home who rent out an unattached accessory dwelling unit on their property must register that rental unit, even if the owner resides in the main house on that same property.
- D. Property owners who obtain a first business license in the City of Spokane to register a business for the rental of residential real property shall be required to complete a City of Spokane approved mandatory online training module created or sponsored by the Spokane Landlord's Association or its equivalent designated by the City of Spokane within 90 days of obtaining a business license. Failure to complete such training shall be a class 2 civil infraction.

- E. Property owners shall provide each tenant a digital link or, at the tenant's request, a hard copy of a voter registration form, a change of address form, and a tenant information packet about tenant rights and responsibilities developed by Code Enforcement with the advice and recommendations of landlord, tenant and social service housing organizations.

Section 10.57.030 Inspections

- A. The City of Spokane's code enforcement department shall conduct both routine periodic and cause-based inspections of all residential rental property that is subject to this chapter.
 - 1. Periodic inspections shall be conducted at a frequency to be determined by the code enforcement department, subject to appropriations, and subject a determination by the code enforcement department as to which units or classes of units of residential real property are most likely to be out of compliance with the existing building and preservation code, chapter 17F.070, SMC.
 - 2. In addition to periodic inspections, the code enforcement department may conduct cause-based inspections upon its receipt of a complaint of violations of the existing building and preservation code or for violations of any provision of the residential landlord-tenant act ("RLTA") or in response to a tenants' report of possible violations or by making inspection requests pursuant to state law.
- B. Code enforcement shall not impose a fee or charge onto landlords or tenants for the cost of the inspection itself.

Section 10.57.040 Proactive code enforcement.

- A. Purpose and Intent.
 - 1. The purpose of a proactive code enforcement program is to address the issue of substandard rental properties, promote greater compliance with health and safety standards and preserve the quality of neighborhoods and available housing.
 - 2. The program achieves compliance of health, safety and welfare code violations in/on residential rental properties that are a threat to the occupant's safety, structural integrity of the building, and a negative impact on the surrounding neighborhoods.
- B. Program requirements.
 - 1. The proactive code enforcement program shall be funded via the code enforcement fund established by SMC 07.08.139.
 - 2. Code Enforcement will continue to provide inspections and reports authorized under state law at tenant request at no charge to landlords or tenants.

Section 10.57.050 Universal Background and Credit Checks

- A. Purpose and Intent.

1. The screening of a prospective tenant's rental history, financial history, and criminal background is a common aspect of renting residential real property.
2. While tenants usually pay a fee associated with this screening each time they apply for a unit, state law requires that fees collected can only cover the actual cost of screenings performed. Multiple applications for rental housing currently require prospective tenants to pay multiple fees which can be burdensome to prospective tenants, especially in a tight rental market, and in any event do not provide any financial benefit to landlords.
3. The intent of this section is to ensure landlords get the data they need to make an informed decision about a prospective tenant, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

C. Universal background and credit checks

1. No later than one hundred twenty (120) days from the effective date of this section, the City of Spokane's department of neighborhood services and code enforcement shall publish a request for qualifications ("RFQ") from organizations that have the capability to provide certified universal background and credit checks.
2. The content of the report would be decided by the City of Spokane upon the recommendation of an advisory group that would include representatives from the landlord, tenant and social services housing organizations, but at a minimum would not share arrest/conviction data older than one year except for crimes of sex and violence.
3. All universal background and credit checks conducted under this section shall be valid for sixty (60) days from the date of issuance, and, beginning on January 1, 2024, and except as otherwise provided in this section, all landlords renting residential real property located in Spokane shall be required to accept the universal background and credit check report when making decisions concerning whether to rent to a prospective tenant.
4. Prospective tenants are responsible for paying the fee for the universal background and credit check.
5. Notwithstanding the remainder of this section, landlords may use a background and credit screening service other than the universal background and credit check service established by this section, but shall not impose any fee on a prospective tenant for doing so.

Section 10.57.060 Residential rental property mitigation fund.

- A. The department of neighborhood services and code enforcement shall operate a rental property mitigation program, which is intended to assist in the repair of residential rental properties that are damaged during a tenancy involving a government or nonprofit operated program to provide housing support to low income individuals, and through no fault of the landlord.

- B. The department of neighborhood services and code enforcement is authorized to establish public rules for the operation of the rental property mitigation fund, and shall publish and accept public comment on such rules for sixty (60) days prior to the effective date of the rules for the program.
- C. The City's fund will be supplemental to any similar state or federal program and will only be used after the applicant has completed a timely and complete application for those funds, exhausted the tenant's damage deposit, and still has not been fully compensated for the damage.

Section 10.57.070 Legal Services and Relocation Fund

- A. City of Spokane would invest in attorney services for tenant legal services, with a focus on habitability and violations of the Residential Landlord Tenant Act issues. The city investment would provide seed money for first year of salary and benefits for an attorney and then legal fees from successful cases would sustain the attorney(s) for the long term.
- B. Program requirements:
 - 1. Focus on units that clearly fall below standard of habitability in consultation with Code Enforcement and violations of the RLTA.
 - 2. Provide prompt relocation funds from City directly to tenant once it appears that landlord will likely be liable under state law and then collect from the landlord and any settlement funds a reimbursement to the relocation funds used to fund the attorney positions.
 - 3. Build capacity for needed service.

Section 10.57.080 Anti-retaliation protections

- A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues or organizing as tenants. State law provides some protection against retaliation, but the City of Spokane intends to provide additional protections.

- B. Prohibition on retaliation.
 - 1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise, rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.
 - 2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, the Washington Law Against Discrimination, and Title 18 of the Spokane Municipal Code.

Section 2. That section 07.08.139 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.139 Code Enforcement Fund

- A. There is established a special revenue fund entitled “code enforcement fund” into which shall be paid all revenues derived from code enforcement operations and seventy-five percent of all landlord registration business license fees received by the City.
- B. As provided in the annual budget, the code enforcement fund is appropriated to salaries and wages, maintenance and operations, debt service and capital improvements. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 3. That there is enacted a new section 07.08.145 of the Spokane Municipal Code to read as follows:

Section 07.08.145 Universal Background and Credit Check Fund

- A. There is established a special revenue fund entitled the “universal background and credit check fund.”
- B. As provided in the annual budget, the universal background check fund is appropriated to contractual services for the operation of the universal background and credit check program which is established by SMC 10.57.050. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4. That there is enacted a new section 07.08.150 of the Spokane Municipal Code to read as follows:

Section 07.08.150 Residential rental property mitigation fund

- A. There is established a special revenue fund entitled the “residential rental property mitigation fund” into which shall be paid ten percent of all landlord registration fees received by the City.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs to units of residential real property in Spokane which are damaged during a residential tenancy and not

due to the fault of the landlord, as established by SMC 10.57.060. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 5. That section 08.01.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.160 Multiple Businesses or Locations

- A. Except as otherwise provided in this paragraph, when a registrant operates two or more businesses in the City, or two or more business locations within the City, whether or not related, a separate City business registration is required for each business or business location. For purposes of this paragraph, a single registrant that is in the business of renting three or fewer residential real property units in Spokane is deemed to have one business location in Spokane. For purposes of this paragraph, a single registrant that is in the business of renting more than three residential real property units in Spokane is required to register each residential real property unit in excess of three as required in SMC 10.57.020(B).
- B. If a single business has at least one permanent location in the City and also conducts business on a temporary or seasonal basis from temporary or mobile locations, such as from portable stands or vehicles, the registrant must obtain a secondary location registration for each such location or stand or vehicle directly from the City as provided in SMC 8.01.070.
 - 1. To the extent such temporary or mobile activities include those activities defined in SMC 10.40.010 (Itinerant Vendor Designation) the requirements of that chapter shall also apply.
 - 2. The chief of police may temporarily suspend or relocate a secondary location registration allowing business activity on or adjacent to a public street or other public place within the boundaries of a permitted special event under chapter 10.39 SMC when such business activity may conflict with the special event.

PASSED 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 Committee

Submitting Department	Accounting
Contact Name & Phone	Michelle Murray 509-625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	CM Cathcart & CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Higher Education
Summary (Background)	Supply and expand student wraparound services to schools located in the city of Spokane while also providing last dollar scholarship assistance to students who graduate and attend an institution of secondary learning. This will also cover administration costs of the program (LaunchNW) from September of 2022 through August of 2026.
Proposed Council Action & Date: 11/28/22	Approval of ARPA Grant Agreement with Innovia
Fiscal Impact: Total Cost: <u>5,000,000</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: ARPA 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? All students in the City of Spokane who need wrap around services (academic, social, or emotional) would have access to those services through the "LaunchNW" initiative. This would especially impact historically excluded communities like Title 1 schools who did not have the capacity for those services. Additionally promise scholarships providing last dollar funding would be available so that every student will have the opportunity to attain, afford and complete a post-secondary education.	
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? LaunchNW will enter data sharing agreements with all partnering schools and organizations to create a data dashboard. This dashboard will provide robust reporting capabilities for the initiative. LaunchNW, as an initiative of Innovia Foundation, is equipped for reporting and use requirements as an ARPA allocation subrecipient. This includes the ability to internally provide to the following: Confirmation and documentation of Community Engagement practices, Adherence to the approved plan, Quarterly subrecipient reports, Full spending of the allocation by the end of 2026, Subrecipient's Audit Reports.	

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

“This data dashboard will document performance outcomes for the county school districts, Title 1 schools, and disproportionately impacted communities. These outcomes will directly reflect established outcomes, beginning with kindergarten readiness and finishing with job attainment and productive citizenship.” Page 38 of Spokane County RFP P12850

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 COVID-19 pandemic has intensified the strain related to the declining number of students enrolling in post-secondary education. This LaunchNW initiative aims to enhance lasting educational and vocational pipelines in Spokane utilizing a college promise scholarship that includes financial assistance for academic and non-academic supports, so that every student will have the opportunity to attain, afford and complete a post-secondary education. Innovia plans to sustain these scholarships by raising a \$150 million scholarship endowment from high net-worth individuals, philanthropy and businesses. To date, Innovia has received pledges and commitments for 25% of that goal.

Committee Agenda Sheet

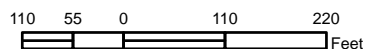
Urban Experience Committee

Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Vacating the alley between Pacific & 2 nd , from Scott to Sprague Way.
Summary (Background)	<p><u>Background Information</u></p> <p>In 2015 City Council approved an ordinance that vacated the alley, shown on the attached map, subject to conditions. Since that time the applicants have fulfilled the conditions and they wish to have the ordinance read for a final time so it can be signed and recorded.</p>
Proposed Council Action & Date:	Precedes a final reading of the ordinance
<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 <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/></p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
<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>Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.</p>	



Right of Way Description:
The alley between Pacific Avenue and
2nd Avenue from Scott Street to
Sprague Way as requested by SAMCA, LLC

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.



AREA

COSGIS
City of Spokane GIS

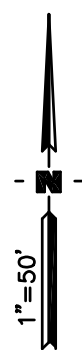
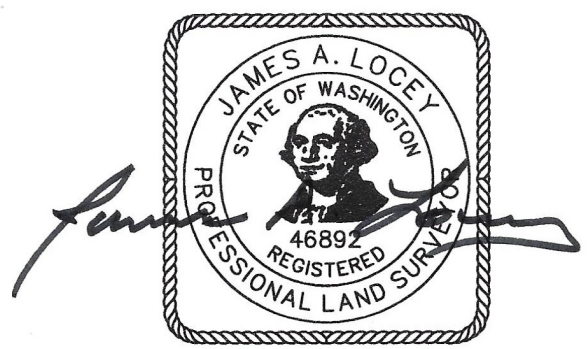
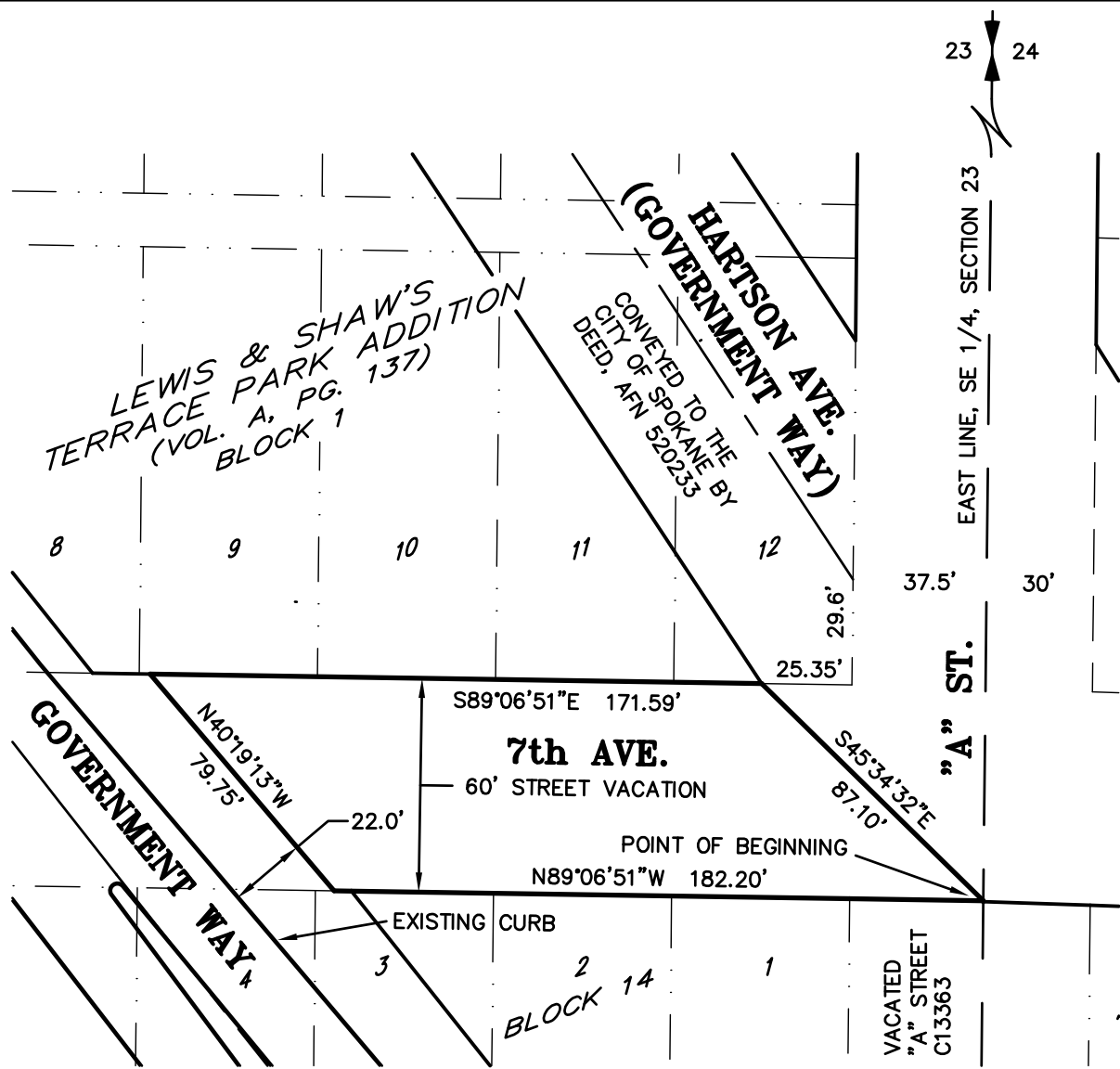
Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson, Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	7 th Ave between Hartson Ave and Government Way
Summary (Background)	<p><u>Background Information</u></p> <p>Catholic Charities has recently purchased properties along Government way, north of Sunset Blvd, and plan to construct a new low-income housing development. A section of public right-of-way bisects the properties and the applicant would like City Council to consider vacating this stretch of right-of-way to maximize the buildable footprint.</p> <p>Engineering has routed the application to City departments and franchised private utility companies.</p> <p>The applicant is asking City Council to consider vacating the right-of-way at no-cost and they have provided the attached letter for consideration.</p>
Proposed Council Action & Date:	Precedes setting a public hearing for the right-of-way vacation
<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 <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/></p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	

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?

Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.



NOTE: THIS DRAWING DOES NOT REPRESENT A LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE STREET VACATION LOCATION.



STREET VACATION EXHIBIT:
A PORTION OF 7TH AVENUE IN
LEWIS & SHAW'S TERRACE PARK ADDITION
NE 1/4, SE 1/4, SECTION 23,
TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M.
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

DURYEY & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3179

City of Spokane – St. Agnes Haven
Street Vacation Zero Cost Justification Request
W. 7th Avenue Area

Catholic Charities of Eastern Washington is proposing the development of a unique and innovative development of office space and housing called St. Agnes Haven. This project will provide permanent supportive housing and be constructed of two new 3-story multifamily buildings to include forty-eight units that are a mix of one, two, and three-bedroom units.

This project is unique because Catholic Housing Services of Eastern Washington (CHSEW) will be headquartered at this location and it will also provide a safe, supportive, and encouraging environment for residents exiting homelessness. The goal is to break the cycle of poverty through on-site services including case management, peer supports, counseling and community-building activities. Residents will have access to childcare, healthcare and other services through direct referral. The site is designed to solve social issues of poverty and homelessness and the public ROW vacation plan as proposed, allows for optimal impacts. Because of the two distinct populations served (office space and residents) and the need to design the space to accommodate unique needs, the footprint of the buildings needs to be optimized as well as an overall neighborhood security plan.

The proposed vacation of portions of W. 7th Avenue will allow for a cohesive development to unite the parcels. The purpose is to create a larger buildable footprint to accommodate a low-income housing development.

We are seeking 22' from the back of the curb line for the ROW along most of the frontage. The existing utility easements from Lumen, Avista, and Comcast shall be retained to protect existing and future utilities.

In line with the City of Spokane's support of affordable housing developments we are requesting the street vacations be processed under the zero-cost format. This allows for maximum resources to be dedicated to creating the best possible housing outcomes. Further in this regard, please note the vacated areas will be encumbered with easements protecting city utilities and cannot be developed with structures. By vacating this property at a zero cost, the applicant can continue to spend their resources on creating a better project that meets an important community need. Charging for the vacated lands will push the burden directly onto CHSEW and thereby impact an important non-profit service provider.

Thank you for your consideration.

Committee Agenda Sheet

Urban Experience Committee


Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Lori Kinnear, Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Vacation of the west 3 feet of Conklin St. south of Hartson Ave
Summary (Background)	<p><u>Background Information</u></p> <p>Through a Record of Survey of Parcel 35204.0501, the property owners discovered that an existing garage and accessory structure extend into the Conklin St. RW by approx. 1.7' and also a roof overhangs therefrom. A vacation request of the west 3 feet of Conklin has been applied for so the structures are wholly located on the adjacent property and do not encroach to eliminate any potential title or insurability issues.</p>
Proposed Council Action & Date:	Precedes setting a public hearing for the right-of-way vacation
<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 <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/></p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
<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>Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.</p>	

Preliminary



**Right-of-way Description:
The west 3' of Conklin south of Hartson**

Legend

 **Proposed Vacation**

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilperson Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Surplus Property Sale – 2912 East Wabash
Summary (Background)	<p>This property was acquired by the City of Spokane through the Spokane County Tax Foreclosure process. This single-family lot has accumulated charges for abatement and Code cleanup.</p> <p>The property was declared surplus on 6/21/2021 (Resolution 2021-055 attached).</p> <p>This sale agreement will allow the property to return to the tax rolls and allows the City of Spokane to offset some of the related expenses.</p>
Proposed Council Action & Date:	12/05/2022 Contract Approval
Fiscal Impact: Total Revenue: \$50,000 revenue minus closing costs 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: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This sale provides an opportunity to build infill residential housing in the Hillyard area, a historically underserved 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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA

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 invests in an existing neighborhood, utilizing existing water and sewer services, and brings new development to the neighborhood.



Agenda Sheet for City Council Meeting of:

07/12/2021

Date Rec'd

6/21/2021

Clerk's File #

RES 2021-0055

Renews #**Submitting Dept**

FACILITIES MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVE STEELE X6064

Project #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5900 - SURPLUS PROPERTY RESOLUTION

Agenda Wording

Both 1927 E Dalton and 2912 E Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots.

Summary (Background)

The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action. The sale of these properties will recoup a portion of those costs.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Revenue \$ TBD

Select \$

Select \$

Select \$

Budget Account

99999

#

#

#

Approvals

Dept Head

TEAL, JEFFREY

Division Director

WALLACE, TONYA

Finance

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications

Study Session\Other

F&A 6-21-2021

Council Sponsor

CM Mumm

Distribution List

twallace@spokanecity.org; jteal@spokanecity.org

pingiosi@spokanecity.org;
mhughes@spokanecity.org

Additional Approvals

dsteele@spokanecity.org; ablain@spokanecity.org

Purchasing

kbustos@spokanecity.org; ddaniels@spokanecity.org

Adopted by Spokane City Council
on: 7-12-2021

DocuSigned by:

CC56CBA4DCC84D6City Clerk

Briefing Paper F&A Committee

Division & Department:	Finance – Facilities Department
Subject:	Surplus Property Resolution
Date:	06/21/2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	Sustainability
Deadline:	NA
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of a surplus property resolution declaring two residential lots surplus and authorizing the sale of both properties
Background/History: The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action.	
Executive Summary: <ul style="list-style-type: none"> Both 1927 East Dalton and 2912 East Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots. The sale of these properties will recoup a portion of those costs. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0055

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Properties"); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and recommends that the City declare the Properties surplus and authorize the City's Facilities Department to find buyers for the Properties; and

WHEREAS, the Properties were acquired by the City of Spokane through the public auction process conducted by Spokane County due to non-payment of property taxes and settlement of property liens in order to protect the City of Spokane's lien position and possible recovery; and,

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and has determined it to be in the public interest to offer them for sale; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE - - it is hereby resolved by the City of Spokane City Council; as follows:


1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City. The following described Properties are hereby declared to be of low value and surplus to the public needs of the City.

Type	Address	Parcel Number
Residential	1927 East Dalton	35043.0130
Residential	2912 East Wabash	36343.2806

2. The Mayor has directed the City's Facilities Department to dispose of the surplus Properties by determining the fair market value of the Properties using commercially reasonable means and seeking a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s). The final negotiated terms of the purchase and sale agreement(s) is subject to final approval by the

City Council.

ADOPTED by the Spokane City Council this 12th day of July,
2021.

DocuSigned by:


CC560257C030 City Clerk

Approved as to form:

DocuSigned by:


Assistant City Attorney

DS



EXHIBIT "A"

1927 East Dalton

Assessor’s parcel number: 35043.0130

2912 East Wabash

Assessor’s parcel number: 36343.2806

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
Page 1 of 6

Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

1. PURCHASE PRICE. The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

2. EARNEST MONEY. Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

4. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

5. CONTINGENCIES.

a. Inspection. Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

b. Spokane City Council Approval. As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

c. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits affecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DLE Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
Page 2 of 6

Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

d. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

e. Predevelopment Conference. Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 4/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
Page 3 of 6

a. Unpaid Utility Charges. Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession on closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

13. HAZARDOUS SUBSTANCES. Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

15. CONDEMNATION AND CASUALTY. Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer DS Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
Page 4 of 6

Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

19. AGENCY DISCLOSURE. Not applicable.

20. ASSIGNMENT. Buyer may not assign this Agreement, or Buyers rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

21. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Sellers obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

b. No Merger. The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

c. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

d. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of the fifth (5th) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
Page 5 of 6

reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE. Not Applicable.

28. MICELLANEOUS

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

29. GOVERNMENTAL APPROVAL. Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:
By: David L. Guthrie Date 9/19/2022
CAE702851DE646A
Redband Development, LLC and/or Assigns

Redband Development, LLC

c/o Tim Fischer

Winston & Cashatt Lawyers

Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201

Phone: 1.509.710.9097

Email: dave@redbanddevelopment.com

Seller: City of Spokane.

Date _____

By:

Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
Page 6 of 6

_____ Date _____

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone _____ Email _____

29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on
_____, 2022.

BUYER _____

BUYER _____

EXHIBIT A


LEGAL DESCRIPTION

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer  Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Finance, Treasury & Admin
Contact Name & Phone	Tonya Wallace x6845
Contact Email	twallace@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Matrix Consulting Group Contract Renewal
Summary (Background)	Renewal of the contract with Matrix Consulting Group. This is the first time we are renewing since the original contract was drafted. There is zero cost for the extension.
Proposed Council Action & Date:	Approval of contact by Nov 28 th , 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? - 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? – Data collected from Police and Fire Departments to determine root causes of overtime, compare with best practices and those of other cities, and provide recommendations for possible improvements	
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	



City of Spokane

CONTRACT EXTENSION

Title: **PUBLIC SAFETY OVERTIME STUDY**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MA-TRIX CONSULTING GROUP, LTD.**, whose address is 1650 South Amphlett Boulevard, Suite 213, San Mateo, California 94402 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct a Public Safety Overtime Study; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 30, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on November 29, 2022.

3. EXTENSION.

The contract term is hereby extended and shall run through November 29, 2023.

4. COMPENSATION.

There is no additional cost associated with this Contract Extension, therefore, it will be considered a "no-cost Contract Extension". Please see the Payment/Revenue section of the original contract.

5. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

MATRIX CONSULTING GROUP, LTD.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Certificate regarding Debarment

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Jason Sandobal, 625-6031
Contact Email	jsandobal@spokanecity.org
Council Sponsor(s)	CW Betsey Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Department of Commerce Grant for MLK Community Center
Summary (Background)	<p>The City of Spokane had a Capital Needs Assessment done for the MLK Community Center in which several items in the facility were addressed as needing attention. One of those items was the roof, which has been problematic for the operators of the community center for some time, causing several leaks in the interior facility, in which the operators have had to shut down rooms and sections of the community center due to water damage.</p> <p>A legislative ask was submitted in May 2021 for \$1.35 million dollars, with Senator Billig and Representative Riccelli as sponsors, to repair the roof. This grant was awarded to the City of Spokane in June 2021 in the amount of \$1,352,400. This project will include an asbestos survey and abatement if necessary, and a complete tear off and replacement of the roof at the MLK Community Center. This contract is to formalize the grant award and will be between the City of Spokane and the Washington State Department of Commerce in the amount of \$1,352,400.</p> <p>The project went out to bid in October and received a bid of \$2,088,000.00 under the engineers estimate of \$2.1M.</p> <p><u>Funding</u></p> <p>Department of Commerce \$1.35M ARPA MLKCC Capital \$400K Unfunded (Approx.) \$750K Total Needed: \$2.5M inc. Sales Tax and Contingency</p>
Proposed Council Action & Date:	Proposed council action would be to approve the contract for signature, so we can move forward with a public works procurement.
Fiscal Impact: Total Cost: \$750K Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Unknown Expense Occurrence X One-time <input type="checkbox"/> Recurring	

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

Seeking funding of \$750K

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

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

N/A

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

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

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Parks & Recreation
Contact Name & Phone	Garrett Jones 509-795-9936
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	Jonathan Bingle, Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO – Golf Fund
Summary (Background)	<p>The purpose of this second SBO for the Golf Fund is threefold.</p> <p>The first is the increase in costs for operating supplies. This is related to the marginal costs of increased attendance at the city courses. But furthermore, the inflationary increases in fuel, supplies and building materials have had a significant impact on all supply accounts, particularly anything petroleum based. These increases were unforeseen when the budget was being developed in 2021, and this request is for an additional \$100,000 for the cost increases seen across the program.</p> <p>The second is the roof replacement on the Downriver clubhouse. Parks received a major change order right after the submittal of the last SBO. Parks is requesting an additional \$100,000 to cover this expense and to provide a reserve for any other unexpected capital repairs for the remainder of the year.</p> <p>The last is a request for an additional \$100,000 to carry out a series of minor repairs, maintenance projects, and small capital improvements at the 4 Golf courses.</p>
Proposed Council Action & Date:	SBO Approval on Aug 29, 2022
Fiscal Impact: Total Cost: <u>\$300,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Golf fund Balance Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Operating expense increase built into 2023 budget. Capital expenses one-time. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Authorization will allow the Golf courses to be maintained at a high standard and the capital expenditures will prevent the Indian Canyon clubhouse from deteriorating from lack of maintenance on the roof.	

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?

All expenditures and progress are reported to the Park Board on a frequent basis.

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

N/A

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

N/A

ORDINANCE NO _____

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

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

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$300,000.
- 2) Of the increased appropriation, \$100,000 is provided solely for fuel, fertilizer and other operating supplies.
- 3) Of the increased appropriation, \$100,000 is provided solely for capital.
- 4) Of the increased appropriation, \$100,000 is provided solely for repairs and maintenance.
- (A) This is an increase to the overall appropriation level in the Golf Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from inflationary cost increases in supplies, fuel, and capital expenditures, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience – November 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 & Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two (2) 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 both 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, Vets on Lacey and the Apartments on North Foothills 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 two (2) MFTE Conditional Agreement(s) for:</p> <p>District 1 CM Sponsors: Cathcart & Bingle</p> <p>Vets on Lacey at the 11/28/2022, City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 10 units at 6208 N Lacey St. <ul style="list-style-type: none"> Property is zoned RTF and the proposed use is allowed. Estimated Construction Costs of all phases: \$3,380,000 Located in the Hillyard neighborhood. <p>Apartments on North Foothills at the 11/28/2022 City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 36 units at 1651 E North Foothills Drive <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$6,500,000

	<input type="radio"/> Located in the Logan neighborhood.
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? SMC 08.15 Multi- Family Housing Property Tax Exemption A. The purposes of this chapter are to: <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? RCW 84.14.100 Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.) (1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021 , must file with a designated authorized representative of the city or county an annual report indicating the following:	

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

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

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

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

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

(a) The number of tax exemption certificates granted;

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

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

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

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

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

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

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

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

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

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter,

on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

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

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

[Title 08](#) Taxation and Revenue

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

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

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

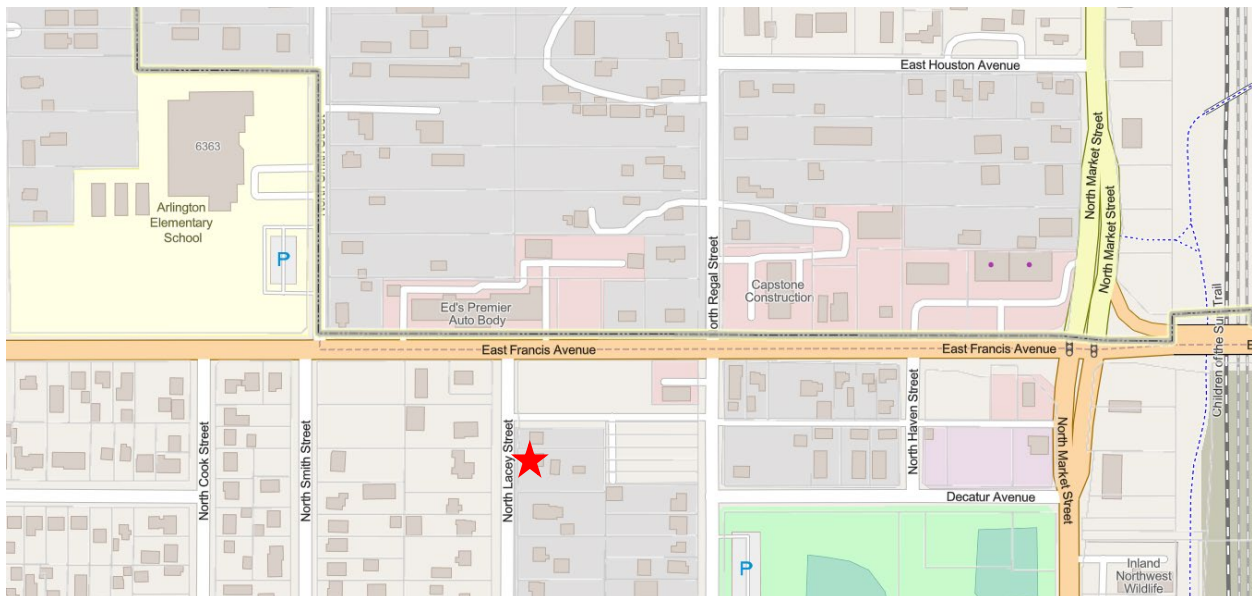
H 1.9 Mixed-Income Housing

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

Comprehensive Plan Economic Development Policies:

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

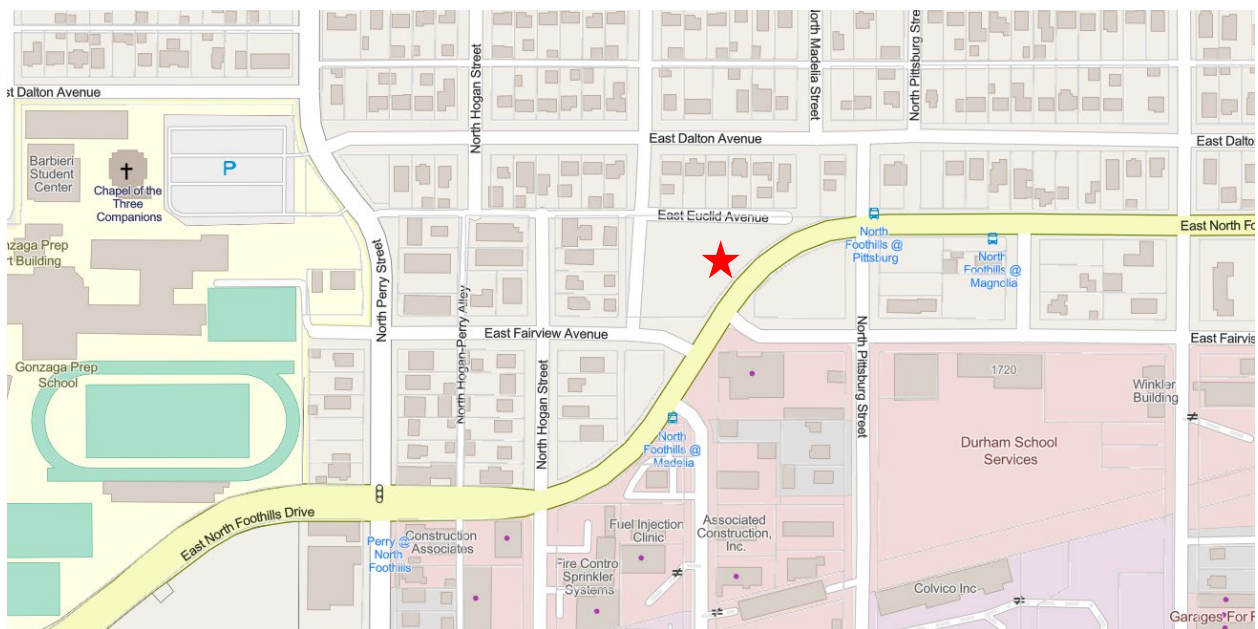
Site & Location: Vets on Lacey



Site & Location: Apartments on North Foothills

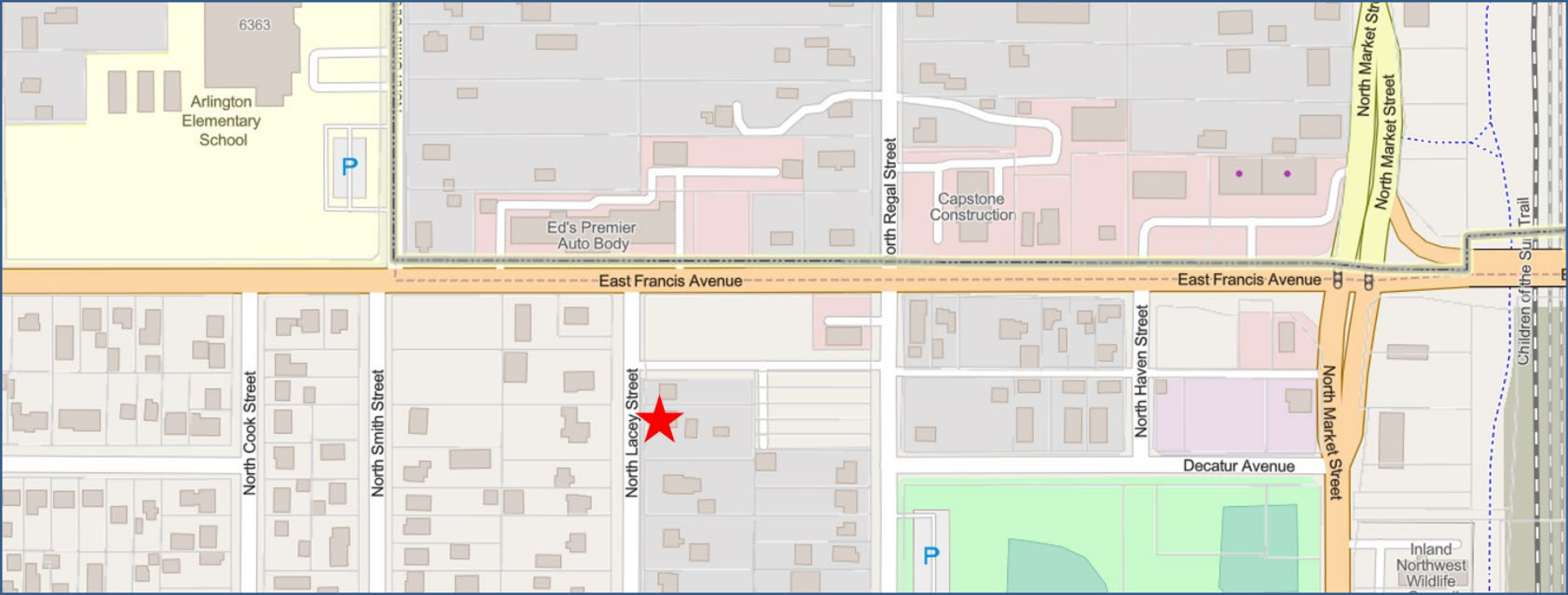
35092.0609

1650 E NORTH FOOTHILLS DR



SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)

- 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.



Vets on Lacey

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for 10 -units at **6208 N Lacey St.**
 - Property is zoned RTF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: 3,380,000.
 - Located in the Hillyard neighborhood.

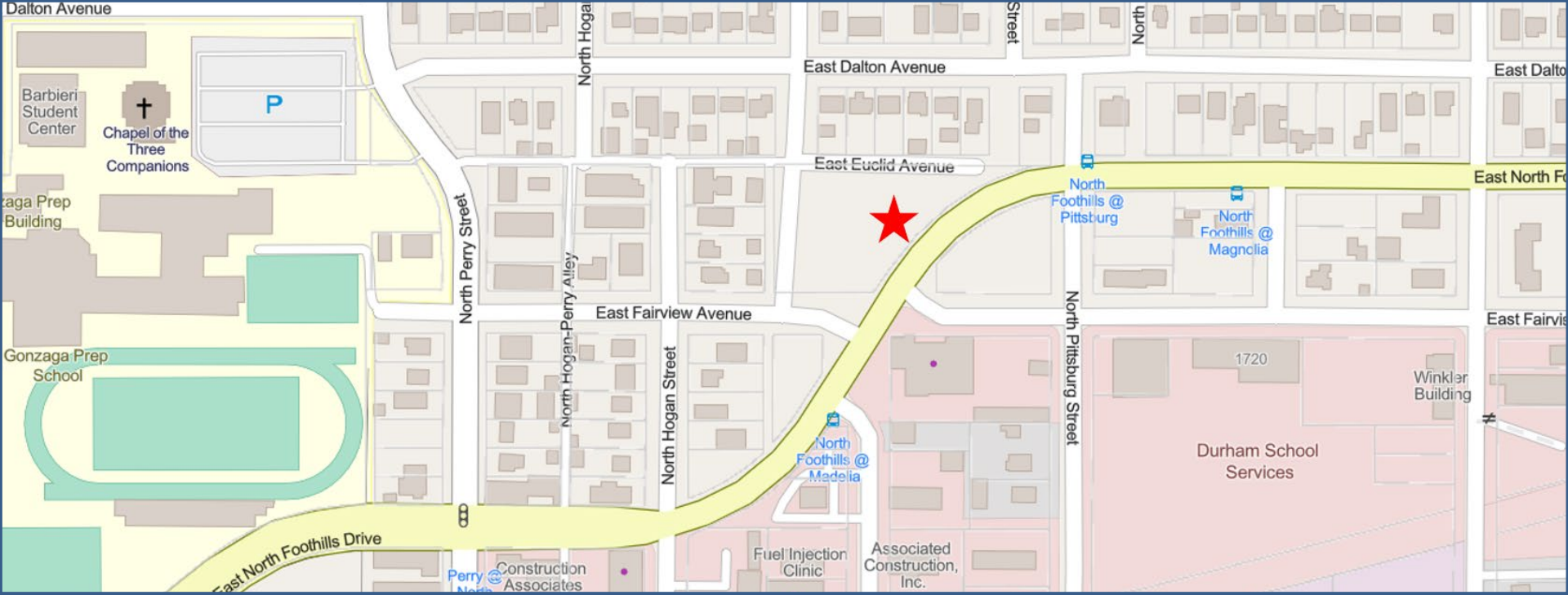
36331.0132

6208 N LACEY ST



Vets on Lacey





Apartments on North Foothills

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **36-units at 1651 E North Foothills Dr.**
 - Property is zoned RMF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$6,500,000.
 - Located in the Logan neighborhood.

35092.0609

1650 E NORTH FOOTHILLS DR



Apartments on North Foothills

8.5.2020

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 Spokane Housing Ventures, as "Owner/Taxpayer" whose business address is 607 S Government Way, Spokane WA 99224.

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:

Legal Description

Assessor's Parcel Number(s) 36331.0132 and 36331.0134, commonly known as 6208/6212 N Lacey St, Spokane WA 99208.

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,

Commented [ST1]: This needs to be a box where one of two options can be selected. Spokane Targeted Investment Area or Affordable Housing Emphasis Area

Commented [BR2]: Check GIS map: Economic Development > Multi-Family Tax Exemption.

STIA: 8, 12, and 20 year available
AHEA: Only 12 and 20 year available

Commented [BT3]: How do we determine the affordable housing area?

Commented [ST4]: This needs to be a section box where the following can be selected:

Eight year exemption — no income and rent restrictions
Twelve year Affordable Housing — with income and rent restrictions
Twenty year Affordable Housing — with income restrictions

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.

Commented [ST5]: Replace with an options box with the following options: Twenty-five percent , or Thirty percent

Commented [BR6R5]:

Commented [BR7]: Select 25% for 4-11 units, 30% for 12 or more

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 Skyline Homes LLC, as "Owner/Taxpayer" whose business address is 5123 N Ellie Lane, Spokane WA 99217.

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:

09-25-43: AVONDALE ADDITION LOTS 1 - 5, BLOCK 6; TOGETHER WITH THAT PORTION OF LOTS 1, 2, AND 6 - 10, BLOCK 5 LYING NORTH OF NORTH FOOTHILLS DRIVE, AVONDALE ADDITION AS PER PLAT THEREOF RECORDED INVOLUME "A" OF PLATS, PAGE 96; TOGETHER WITH THAT PORTION OF VACATED MADEIRA ST AND ALLEYWAY AS VACATED BY ORD C31697 RECORDED SEPT 5, 1996 UNDER AFN 4032215 THAT WOULD ATTACH BY OPERATION OF LAW. (AFN7086352)

Assessor's Parcel Number(s) 35092.0609, commonly known as 1651 E North Foothills Drive.

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.

Commented [ST1]: This needs to be a box where one of two options can be selected. Spokane Targeted Investment Area or Affordable Housing Emphasis Area

Commented [BR2]: Check GIS map: Economic Development > Multi-Family Tax Exemption.

STIA: 8, 12, and 20 year available
AHEA: Only 12 and 20 year available

Commented [ST3]: This needs to be a section box where the following can be selected:

Eight year exemption — no income and rent restrictions
Twelve year Affordable Housing — with income and rent restrictions
Twenty year Affordable Housing — with income restrictions

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 36 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.

Commented [ST4]: Replace with an options box with the following options: Twenty-five percent , or Thirty percent

Commented [BR5R4]:

Commented [BR6]: Select 25% for 4-11 units, 30% for 12 or more

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 _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Urban Experience Committee (UE)

Submitting Department	Planning & Economic Development
Contact Name & Phone	Kevin Freibott (x6184)
Contact Email	kfreibott@spokanecity.org
Council Sponsor(s)	Councilmember Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract with MIG for Housing Code Work
Summary (Background)	<p>Following adoption of the Building Opportunity and Choices for All interim ordinance, the Planning & Economic Development Department is initiating a process to determine permanent solutions to housing diversity and choice in the City. This program, known as the Building Opportunity for Housing (BOH) project, is the next step in the ongoing Shaping Spokane Housing program and is intended to replace the interim ordinance when it expires in 2023.</p> <p>BOH will be undertaken in two primary phases. Phase I entails a deep analysis and update to the Comprehensive Plan in the areas of land use and housing, seeking to refine and update the vision for housing in the City through a broad but fairly rapid public engagement process. Phase II would build upon the Comprehensive Plan amendments developed in the first phase, by developing proposed changes to the Spokane Municipal Code, namely Titel 17, the City's Zoning Code.</p> <p>More information on Building Opportunity for Housing can be found at https://my.spokanecity.org/projects/shaping-spokane-housing/building-opportunity-for-housing/</p>
Proposed Council Action & Date:	<p>While Phase I will be conducted by Planning & Economic department staff, Phase II's code amendments would be prepared in coordination with a consultant, MIG Inc.. MIG has been selected through a competitive Request for Proposals process and was the best respondent to the City's needs in this matter. Their proposal met the requirements of the City's request at a cost not to exceed \$131,810.00. This contract would be signed and encumbered in FY2022 but major work is not set to begin until 1Q 2023.</p> <p>Staff would like to present a short briefing on the contract and will then submit the contract for Council approval as soon as is practical (estimated date for approval: Nov. 28, 2022)</p>
Fiscal Impact: Total Cost: \$131,810.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A From Salary Savings 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.) *None.*

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Many of these proposals would increase the number of residential units allowed for construction in the City; helping to address the City's housing crisis. This would serve to increase available housing for historically excluded groups as well. Furthermore, public engagement is an essential component of the Building Opportunity for Housing project, seeking to include as many residents as possible and specifically targeting engagement with historically excluded groups and those that have sometimes been less well represented in traditional engagement activities.

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?

Work by both staff and the selected consultant will include engagement with and data collection regarding these types of disparities and the unique needs of those with different characteristics like these. The engagement strategy has been developed specifically to gather information from and limit negative impacts to residents with these characteristics.

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

Monitoring of the interim ordinance continues to determine lessons learned and to make adjustments where necessary. The same will be true of this program. Even if this contract is completed and ends, staff will continue to track and refine the process and requirements that come out of this effort over time.

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 Building Opportunity for Housing project, as are all the efforts under the umbrella of the [Shaping Spokane Housing](#) program, is a direct follow up to the City's Housing Action Plan and part of the continued response to the emergency housing situation in Spokane. Following and building upon the Comprehensive Plan's vision for diverse and attainable housing, this project continues efforts to increase housing supply and diversity in Spokane.



City of Spokane

CONSULTANT AGREEMENT

**Title: CITY OF SPOKANE RESIDENTIAL
ZONING CODE REVISIONS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MIG**, whose address is 5506 SW 6th Avenue, Suite 400, Portland, Oregon 97204 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **CITY OF SPOKANE RESIDENTIAL ZONING CODE REVISIONS** for the City; and*

WHEREAS, the Consultant was selected through an Informal Request for Proposals issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2022, and ends on August 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignment") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the Informal Request for Proposal which was issued by the City, and the Response to Informal Request for Proposal provided by the Consultant, dated September 9, 2022, which are attached as Attachment B and made part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **ONE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$131,810.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.

- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily

injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's

approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified

or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MIG

CITY OF SPOKANE

By  10.14.2022
Signature Date

By _____
Signature Date

Christopher J. Beynon
Type or Print Name

Type or Print Name

Vice President and Chief Development Officer
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to IRFP

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B



2. Work Plan

Following is a summary of strategies and approaches we will incorporate in each of the tasks identified in the Scope of Work included in the City's IRFP. This approach should be considered as a starting point for further discussion and refinement if we are selected for this project.

1. PROJECT MANAGEMENT

In working with City staff to initiate the project, we will discuss and agree on the following items during our kickoff meeting with the City:

- » Consultant and staff roles during each phase of the project.
- » Timelines needed for review of draft work products by City staff, Planning Commissioners, the City Council, and/or other community members.
- » Processes and strategies for ongoing communication, coordination, and progress reporting.
- » Discussions to date regarding how well the interim standards for middle housing are working and how they can be improved.
- » Relevant background information in addition to documents identified in the IRFP.
- » Specific community groups and stakeholders that should be informed about and engaged in the project.
- » Other key issues, assumptions, concerns, and/or questions identified by City staff and decision-makers.

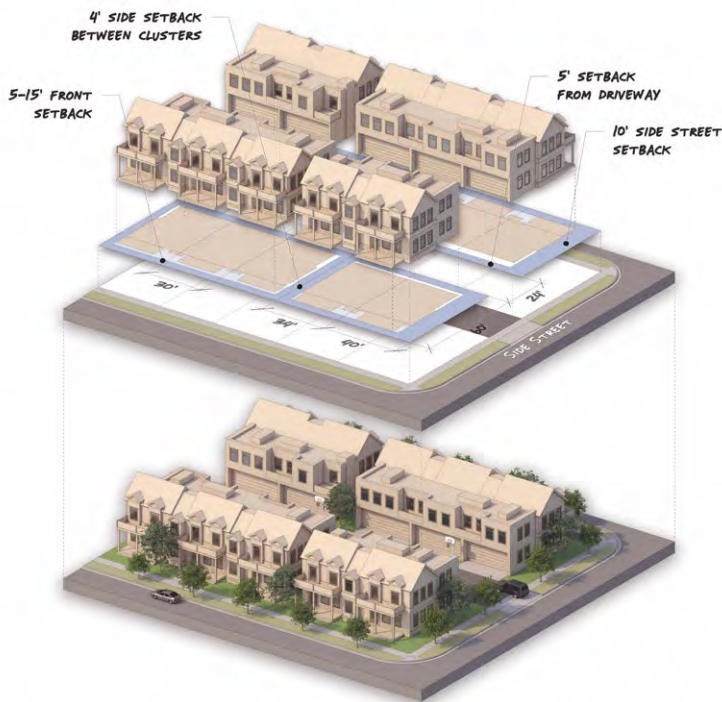
Prior to the meeting, we recommend preparing an overall project schedule for review and discussion during the meeting. Following the meeting, we will prepare a more detailed schedule, including timing for production, review, and refinement of project deliverables, as well as meetings with staff and stakeholders.

During the course of the project, we recommend conducting regular meetings with City staff (once or twice a month) to discuss our progress, upcoming deliverables, and meetings; and how we can continue to improve the planning process as we move forward. We assume most of these meetings will be conducted online. We will identify specific dates for these meetings and schedule them as a follow-up to the kickoff meeting.

2. REVIEW OF CURRENT CODE

In reviewing and evaluating existing code provisions, we will address the following issues and questions, among others:

- » How are the interim standards for middle housing working so far? What types of barriers or constraints have development applicants or City staff identified and how can they be resolved?
- » What types of siting or design standards are desirable for middle housing and multifamily housing? The City's code already includes a range of such standards in different zones, and it will be important to understand what has been working well and what hasn't, as well



as how existing or potential future standards will implement Comprehensive Plan policies, promote housing choice, and help ensure development feasibility.

- » What types of standards impact financial feasibility and could lead to unreasonable cost and delay for development?
- » What elements of the City's existing cottage housing provisions are most in need of updating and what types of standards from case study jurisdictions might be incorporated towards this end?
- » Where do standards or criteria need to be updated to create a more clear and objective path for residential development, including middle housing and other residential development? While Washington does not require all residential development standards to be clear and objective, doing so to the greatest extent possible will make it easier for developers to maintain consistency with code standards and for City staff to evaluate compliance with the code.
- » What procedural provisions may need to be updated to ensure that middle housing can be developed without overly onerous procedural requirements or barriers?

As noted in the IRFP, this task will result in a proposed overall strategy for organizing and implementing the updated code provisions, as well as an assessment of related code sections that should be updated to support the primary sections identified in the IRFP.

3. COMPREHENSIVE PLAN REVIEW

We will review the City's Comprehensive Plan, including any pending updates identified by City staff, to ensure that the proposed updates are consistent with the goals, objectives, and policies of the Comprehensive Plan. Where we identify any potential inconsistencies, we will suggest possible policy amendments that may be needed to bring policies and standards into alignment. As noted previously, our work on the TOD Framework Plan entailed a review of many of the Comprehensive Plan sections that also will be relevant to this effort.

4. SUPPORT FOR COMMUNITY ENGAGEMENT

As noted in the IRFP, City staff will lead engagement efforts with support from our team. We assume that we will provide the following types of support:

- » Review and advise on Community Engagement Plan to be prepared by City staff to help identify a set of strategies that will ensure an inclusive and equitable approach to engagement. If desired, we can provide examples of engagement plans prepared for other similar projects that we have undertaken.
- » Prepare informational materials, including supportive graphics. These are expected to include some combination of the following:
 - Text for use on the City's Website that describes the goals, objectives, expected outcomes, timeline, and engagement opportunities associated with the project.
 - Presentation materials for use in meetings with the City's Planning Commission, City Council, and possibly other stakeholders.
 - Graphics that illustrate specific code provisions or options (modelling, massing, and other visuals).
 - Examples of middle housing and multifamily housing developed in other communities to help illustrate design features or development standards.
- » Assist the City in monitoring the results of engagement activities and describing how we have addressed comments and concerns in drafting proposed code amendments.

5. DRAFT CODE

This task will build on the work conducted in Tasks 2-4. We will use a variety of strategies to draft, explain, illustrate, and present updated code language, including but not limited to the following:

- » Ensure that code provisions will represent clear and objective standards and criteria for housing, to the greatest extent possible, while also providing needed flexibility for developers and the City.
- » Describe how the updated code provisions are consistent with the City's Comprehensive Plan and/or identify areas where Comprehensive Plan amendments are needed.
- » Ensure that standards meet the City's equity and inclusion goals and policies.
- » Understand how residential code requirements relate to other development code provisions, including review and approval processes, public works standards, and others.
- » Highlight specific questions that will help us choose between different options or clarify requirements.
- » Tailor approaches developed for other cities by our team to conditions in Spokane.
- » Use supporting commentary to describe implications, advantages, and disadvantages of specific options or recommendations.
- » Incorporate the results of community engagement activities.
- » Provide supporting graphics to illustrate key code requirements.

As described in the IRFP, we will prepare draft and revised code provisions. We assume we will prepare three drafts, plus a final adoption draft, including a preliminary staff review draft; revised draft incorporating staff comments; and an updated draft incorporating results of engagement with community members, including the Planning Commission and Council.

As noted previously, we expect to prepare code graphics, where needed, to illustrate key requirements that benefit from a visual explanation of how the standard is defined, calculated, and/or applied. We will work with the City to draft a list of priority graphics, identify the most effective graphic style for each,



determine if other existing code graphics may be repurposed for this effort, and develop a resulting set of refined and new graphics. In many cases, we expect to be able to use graphics created for other communities or from model code documents.

We also will evaluate code standards in terms of their development feasibility. Team member LCG will provide guidance on this element based on similar evaluations for other communities in Washington and previous housing market-related work in Spokane. LCG also will vet their assessment with homebuilders and developers active in Spokane in order to validate the types of standards that have the most significant impacts on development and financial feasibility, given current development costs and market conditions.

Given the complexity of the process, we recommend preparing the drafts in discrete “chunks” for ease of review and refinement. These are likely to be organized by chapter and/or type of development standard (e.g., site development standards, architectural design standards, and/or procedural requirements). We will define this structure as part of Task 2.

6. STAFF TRAINING

We will work with staff at the outset of the project to clarify the types and extent of materials and training or other support needed and expected. For budgeting purposes, we have allocated the equivalent of approximately 60 hours of our staff's time towards these efforts. We can refine these assumptions as needed as part of the scope of work negotiation process with the City if we are selected for this work.



3. Project Management

Project Team Structure / Internal Controls

Matt Hastie, AICP, Project Manager, MIG | APG, will manage this project. He will have primary responsibility for the MIG Team’s efforts and will take the lead in coordination with City staff, oversee completion of all work products, and support the City in community engagement efforts. Matt will participate in all project team meetings and will be responsible for managing and ensuring consistency with the project schedule, budget, and work plan.

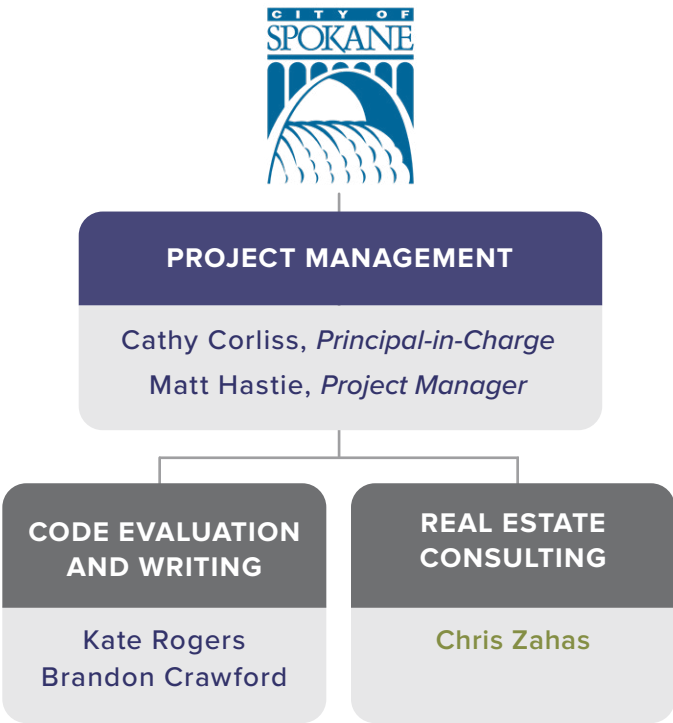
Cathy Corliss, AICP, Principal, MIG | APG, will serve as Principal-in-Charge and will have final authority for the work. She is authorized to enter into agreements with the City, will address any contractual issues, provide oversight of work products, and advise on technical issues, as needed.

Kate Rogers, Senior Planner, MIG | APG, will lead the code evaluation and writing efforts. She will identify and describe options for revising specific code chapters and standards and will work closely with other members of the team to draft updated code language.

Brandon Crawford, Associate, MIG | APG, will support Kate and Matt in drafting specific code language. Brandon has conducted similar efforts for several middle housing code updates during the past two years.

Chris Zahas, Principal, Leland Consulting Group, will advise on the development feasibility of code standards based on previous experience in the Spokane Area and similar assessments for a variety of other communities in Washington, including conversations with members of the development community. Chris may be assisted by other Leland staff in these efforts.

TEAM ORGANIZATION



FIRM DESIGNATION:
MIG | Leland Consulting Group

5. Cost Proposal



		MIG, Inc.												Subconsultants		Direct Costs	Professional Fees Totals
		C. Corliss Principal-in-Charge		M. Hastie Project Manager		K. Rogers Sr. Planner		B. Crawford Project Associate		L. Roper Project Assistant, Graphics		MIG Project Administrator		MIG Totals		Leland Consulting Group	
		Hrs@	\$220	Hrs@	\$220	Hrs@	\$130	Hrs@	\$100	Hrs@	\$150	Hrs@	\$120				
Task 1: Project Initiation and Management																	
1.1	Project Kickoff Meeting (conducted remotely)	4	\$880	4	\$880	4	\$520	4	\$400		\$0		\$0	16	\$2,680		\$2,680
1.2	Draft and Revised Project Schedule	1	\$220	2	\$440		\$0	3	\$300		\$0		\$0	6	\$960		\$960
1.3	Regular Coordination Meetings (30 45-minute meetings conducted remotely)	6	\$1,320	24	\$5,280	18	\$2,340	12	\$1,200	6	\$900		\$0	66	\$11,040		\$11,040
1.4	Additional Communication and Coordination	2	\$440	12	\$2,640	18	\$2,340	12	\$1,200		\$0	8	\$960	52	\$7,580		\$7,580
Subtotal		13	\$2,860	42	\$9,240	40	\$5,200	31	\$3,100	6	\$900	8	\$960	140	\$22,260	\$0	\$22,260
Task 2: Review of Current Code																	
2.1	Code Amendments Organization & Strategy	3	\$660	3	\$660	6	\$780	12	\$1,200		\$0		\$0	24	\$3,300		\$3,300
2.2	Draft and Revised Code Review Memo	10	\$2,200	8	\$1,760	16	\$2,080	24	\$2,400		\$0		\$0	58	\$8,440		\$8,440
Subtotal		13	\$2,860	11	\$2,420	22	\$2,860	36	\$3,600	0	\$0	0	\$0	82	\$11,740	\$0	\$11,740
Task 3: Comprehensive Plan Review																	
3.1	Comprehensive Plan Review Draft & Revised Memo	2	\$440	6	\$1,320	3	\$390	12	\$1,200		\$0		\$0	23	\$3,350		\$3,350
Subtotal		2	\$440	6	\$1,320	3	\$390	12	\$1,200	0	\$0	0	\$0	23	\$3,350	\$0	\$3,350
Task 4: Support for Community Engagement																	
4.1	Community Engagement Plan (consultant review)	1	\$220	4	\$880	4	\$520		\$0		\$0		\$0	9	\$1,620		\$1,620
4.2	Project Webpage, Other Informational Narrative	1	\$220	3	\$660	6	\$780	12	\$1,200		\$0		\$0	22	\$2,860		\$2,860
4.3	Presentation Graphics and Materials	2	\$440	4	\$880	6	\$780	10	\$1,000	12	\$1,800		\$0	34	\$4,900		\$4,900
4.4	Code Illustration Graphics (for engagement)	2	\$440	4	\$880	6	\$780	8	\$800	16	\$2,400		\$0	36	\$5,300		\$5,300
4.5	Engagement Monitoring Assistance	2	\$440	4	\$880		\$0	10	\$1,000		\$0		\$0	16	\$2,320		\$2,320
Subtotal		8	\$1,760	19	\$4,180	22	\$2,860	40	\$4,000	28	\$4,200	0	\$0	117	\$17,000	\$0	\$17,000
Task 5: Draft Code																	
5.1	Preliminary (Staff Review) Drafts - Prepared as 3 Memos or Reports	18	\$3,960	20	\$4,400	36	\$4,680	64	\$6,400		\$0		\$0	138	\$19,440		\$19,440
5.2	Revised (Community Review) Drafts	8	\$1,760	12	\$2,640	24	\$3,120	32	\$3,200		\$0		\$0	76	\$10,720		\$10,720
5.3	Final Revised Combined Draft	6	\$1,320	12	\$2,640	18	\$2,340	24	\$2,400		\$0		\$0	60	\$8,700		\$8,700
5.4	Adoption Draft	6	\$1,320	10	\$2,200	16	\$2,080	24	\$2,400		\$0		\$0	56	\$8,000		\$8,000
5.5	Code Illustration Graphics (for code)	2	\$440	4	\$880	6	\$780		\$0	40	\$6,000		\$0	52	\$8,100		\$8,100
5.6	Development Feasibility Review and Analysis	2	\$440	8	\$1,760	4	\$520		\$0		\$0		\$0	14	\$2,720	\$10,000	\$12,720
Subtotal		42	\$9,240	66	\$14,520	104	\$13,520	144	\$14,400	40	\$6,000	0	\$0	396	\$57,680	\$10,000	\$67,680
Task 6:																	
6.1	Internal Training Materials	1	\$220	8	\$1,760	10	\$1,300	14	\$1,400	8	\$1,200		\$0	41	\$5,880		\$5,880
6.2	Training Meetings and Coordination	2	\$440	4	\$880	16	\$2,080		\$0		\$0		\$0	22	\$3,400		\$3,400
Subtotal		3	\$660	12	\$2,640	26	\$3,380	14	\$1,400	8	\$1,200	0	\$0	63	\$9,280	\$0	\$9,280
SUBTOTAL		81	\$17,820	156	\$34,320	217	\$28,210	277	\$27,700	82	\$12,300	8	\$960	821	\$121,310	\$10,000	\$131,310
5% Markup (Direct Costs/Administrative)																	\$500
TOTAL PROJECT COSTS																	\$131,810

Committee Agenda Sheet

Urban Experience

Submitting Department	Spokane Police Department
Contact Name & Phone	Jacqui MacConnell 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmember Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract w/ Action Target for target turning system
Summary (Background)	<p>Contract between the Spokane Police Department and Action Target Inc. for the purchase and installation of a fixed turning target system at the SPD firing range.</p> <p>Pricing is based on GSA contract number GS-07F-0482Y and funding was approved via ORD C36234.</p>
Proposed Council Action & Date:	Contract approval Nov. 28th
Fiscal Impact: Total Cost: <u>\$153,472</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: \$150k from State legislative reform funding. Balance due from SPD operating budget. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

ACTION TARGET PROPOSAL

Spokane Police

Quotation Number: 137413

Prepared by: Scott DeSanti



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING

(30) Fixed Turning Target Stand with Lights	\$140,800.00
<ul style="list-style-type: none">• Reliable and low maintenance Electric Turning Target with on-board lighting• Quiet Turning to prevent shooters from anticipating turning• 360 degree turning capability for shoot/no shoot scenarios• Full length AR500 ballistic shields included• (1) Wireless downrange tablet controls with Touch Screen• (1) Master control tablet with touch screen	
Installation and Shipping	
Includes Field Support Installation - Customer to provide (2) skilled workers to assist ATI Foreman on the install. Estimated (9) days.	
<ul style="list-style-type: none">• Assumes forklift access to range• Access to range requires verification• Includes Shipping to destination	
Trusted Partner 3 Year Warranty	\$0.00
<ul style="list-style-type: none">• Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	
* See below for detail	
Sales Tax	\$12,672.00
Total	\$153,472.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE	10-26-2022
----------------------	------------

PROPOSAL VALIDITY	30 days from 10-26-2022
--------------------------	-------------------------

PAYMENT TERMS	<ol style="list-style-type: none">1. PO with Milestones2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.
----------------------	---

SHIPPING TERMS	<ol style="list-style-type: none">1. FOB destination: prepaid.2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.
-----------------------	--

DELIVERY & INSTALLATION TERMS	<ol style="list-style-type: none">1. Manufacturing shall take no fewer than 14 weeks2. Factory Certified Installed estimated 9-days.3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.
--	--

ACTION TARGET RESPONSIBILITIES	<ol style="list-style-type: none">1. Consultation and recommendation of optimal range design.2. Design of ranges for complete ballistic containment.3. Procurement, engineering, cutting and painting of ballistic steel plate.4. Manufacture of targets and control systems.5. Provision of sound attenuation material as called out on ATI drawings.6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)
---------------------------------------	--

**CUSTOMER
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
 2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
 3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
 4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
 5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
 6. Structural work of any kind, including structural supports, canopies, etc.
 7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
 8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
 9. Temporary lighting and power (including 3 phase, if necessary).
 10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
 11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
 12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
 13. Range lighting controls and wiring. (unless specifically called out in quote)
 14. Gas, water, and drain piping to the ventilation equipment set by ATI;
 15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
 16. Additional fees related to "customization" of product or work otherwise identified as "custom".
 17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
 18. Any other work, materials or equipment that is not expressly included in the ATI Work.
 19. Disposal of construction waste.
 20. Wash area and restroom facilities.
-

**HVAC
CONDITIONS**

Once the HVAC Equipment Payment is received by ATI, ATI will (i) place an order for the HVAC Equipment supplier, which will begin the Scope of Work Project Schedule time for the HVAC Equipment manufacturing lead time and (ii) ATI will update the pricing of the HVAC Equipment. If the Pricing for the HVAC Equipment has incurred increases from the supplier to ATI, Customer agrees to pay ATI for the difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month. If any changes to scope, design or layout are requested by the Customer which require a change to be made to the HVAC Equipment ordered after the receipt of the HVAC Equipment, Customer agrees to pay ATI for any increased costs incurred from such changes. If drawings are not approved within 5 months of a signed contract Customer agrees to Pay ATI difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS &
CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

MEET YOUR ACTION TARGET TEAM

Action Target's approach to projects as such is to form cross-functional teams to ensure a timeliness and accuracy from the bidding phase through delivery and warranty. The primary team responsible for the production, delivery, and installation of your range is as follows:



**SCOTT DESANTI, RANGE
CONSULTANT** - scottd@actiontarget.com

Scott is Action Target's range consultant for the Northwestern United States. He assists the team by evaluating shooting range needs and providing detailed building requirements, range drawings, and precise budgets for range equipment. With 30 years of experience in sales and management, Scott has been a strong asset to Action Target since he joined the company in 2011.

Notable range projects: Altoona PD, Spokane PD, Portland PD, Seattle PD, Sioux Falls PD, Council Bluffs PD, Calgary Police, Vancouver Tactical Training Center, Idaho National Lab, Hanford DOE, Washington County Public Safety, RCMP Western Regional Training Center, RCMP Regina Academy.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE

ActionTarget.com/TrustedPartnerWarranty



FIXED TURNING TARGET STAND

VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic

Front deflector is built from 3/8" AR500 steel to protect internal components.

Rugged Clamp

The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

On-Board Lighting

Optional lighting provides red, blue, and white strobes as well as three intensities of white.

Extreme Weather

Functional in both indoor and outdoor conditions including sub-zero temperatures.

Connected

Integrates with our range control software for advanced features and functionality.



LEARN MORE

ActionTarget.com/Fixed-Turning-Target-Stand

FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance



AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.