

**Urban Experience Committee
Agenda for 1:15 p.m. Monday, July 10, 2023**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on July 10, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2483 019 8589; 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 ATTACHED

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 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date

Agenda - 10 July 2023

1 Call to Order

2 Approval of June 8 Minutes

Approval of July 10, 2023, meeting minutes

3 Discussion Items

3.1 June 2023 Permit Report

5 min

MacDonald, Steven

Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)

3.2 NEPDA Request for Property Transfer of 3011 E Wellesley Ave

10 min

MacDonald, Steven

Sponsors: CMs Cathcart and Bingle

The Northeast Public Development Authority (PDA) has submitted a request for the city to transfer the property located at 3011 E Wellesley Avenue to the NEPDA in furtherance of the organization's mission to revitalize the portion of Hillyard that overlaps with their geographic boundaries.

3.3 Spokane Arts Update

10 min

Sponsor: CM Stratton

Update from Melissa Huggins.

3.4 Civil Service Update

10 min

Sponsor: CM Stratton

Update from Kelsey Pearson.

3.5 Spokane Library Update

10 min

Chanse, Andrew

Update from the Spokane Library from Executive Director Andrew Chanse.
Sponsor: CM Zappone

3.6 Council President Appointment Resolution

5 min

Byrd, Giacobbe

Council Sponsor: CM Kinnear

On June 28, 2023, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.

The Spokane City Charter section 8(C) states, "In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president"

This resolution assumes that Council would appoint someone from its current membership to serve as Council President after Council President Beggs vacates the position.

Council would need to amend this resolution to specify who from its current membership would be appointed to the position.

3.7 2023 Boards and Commissions Updates Resolution

5 min

Byrd, Giacobbe

Council Sponsor: CM Kinnear

On June 28, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.

This resolution amends the assignment of City Council members to the various boards, commissions, and committees.

3.8 Resolution Appointing Sustainability Initiative Manager

5 min

Byrd, Giacobbe

Council Sponsors: CP Beggs & CM Kinnear

Per SMC, all of Council's regular full-time employees, other than legislative assistants, must be appointed via resolution by a majority vote of the city council.

As filed, this resolution does not specify who will be appointed to the role and can be amended to do so at Council's Briefing Session on July 10, 2023.

3.9 Kendall Yards 7th Addition—WQTIF Funds

5 min

Freibott, Kevin

Sponsors: CM Stratton & CM Zappone

An introduction to the next round of Public Improvements to be constructed within Kendall Yards by Greenstone Homes, including a possible future purchase and sale agreement to repay Greenstone for the costs of those improvements. This is part of the implementation of a previously-approved project and funding source--for Council information only at this time.

3.10 Commerce SDG Grant Acceptance

5 min

Cerecedes, Jennifer

Sponsor: CM Stratton

CHHS requests permission to received these funds from the Department of Commerce. The majority of these funds have already been allocated through the 5 year awards and the current eviction prevention NOFA. The next round of our HHOS grant which will begin in July of 2024 will encapsulate the balance of these funds through an RFP which will go out in Fall of 2023.

3.11 Northeast Community Center Association Triplex Project Funding Change Request

Culton, Richard

Funding for the Northeast Community Center Association Triplex project was approved by the Affordable Housing Committee on 02/14/2023, by the CHHS Board on 03/01/2023, and by City Council on 03/27/2023. It was initially funded with CDBG funds as a rehabilitation project. A site review conducted as part of the contracting process for the project revealed that while part of the project is rehabilitation, the rest of the project is new construction. New construction is not eligible for CDBG funding. CHHS is requesting approval to change the funding source from CDBG to 1590 funds. Under 1590 funding rules, rehabilitation and new construction are eligible activities.

3.12 ARPA Subarea Planning Update

5 min
Gardner, Spencer

In 2022 City Council allocated money from American Rescue Plan funds received by the City for purposes of subarea planning. Council and the Administration identified three locations for subarea planning efforts: Northeast, East Central, and West Central. This time will be used to update Council on the progress of those plans. One particular item for discussion will be the proposed use of approximately \$70,000 of the subarea planning funds to update standards for multifamily housing, particularly applicable design standards.

3.13 Transportation Grant Opportunity - TIB

5 min
Picanco, Kevin

Council Sponsor: CM Stratton

The State's Transportation Improvement Board (TIB) recently released their annual call for projects. Applications are due Aug. 11th. Potential projects will be discussed at committee.

3.14 Responsible Bidder Program

5 min
Wright, Christopher

Resolution requesting the administration study the feasibility of establishing a "responsible bidder" program for City public works.

3.15 CDBG Funding for Community Centers

10 min
kferraro@westcentralcc.org

Discussion of CDBG funding process for community centers

4 Consent Items

4.1 5500 Master Value Blanket Aggregate Materials with Action Materials

Rinderle, Rick

Bid ITB 5901-23 for Purchase of New and Recycled Aggregate Materials, to include the Recycling of, was opened on 6/12/2023. Bid was issued to enable multiple

awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.

4.2 5500 Master Value Blanket Aggregate Materials with Wm. Winkler Company

Rinderle, Rick

Bid ITB 5901-23 for Purchase of New and Recycled Aggregate Materials, to include the Recycling of, was opened on 6/12/2023. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.

4.3 907 E Indiana MFTE Conditional Agreement

Stripes, Teri, Beck, Amanda

Sponsors: CMs Cathcart & Bingle
One conditional agreement for a project located at 907 E Indiana constructing 4 units, seeking an 8-year property tax exemption

4.4 Outside Counsel Contract Amendment

Smithson, Lynden

This amendment will increase the contract with Summit Law Group for Bacon v. City of Spokane by \$40,000 for a total contract amount of \$195,000. Sponsor: CM Stratton

4.5 SFD CFSH Purchase

Dahl, Lance

Spokane Fire Department Children's Fire Safety House Purchase

5 Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 Adjournment

7 Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m.
on August 14th, 2023.

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1

1 - Call to Order

2 - Approval of June 8 Minutes

Approval of July 10, 2023, meeting minutes

| For Decision

Attachments

[Urban Experience Committee Minutes 06-12-23.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee June 12, 2023

Call to Order: 1:19 pm.

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

Attendance

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

Staff/Others Present: Chris Wright, Hannahlee Allers, Abbey Martin, Kevin Freibott, Candi Davis, Nicolette Ocheltree, Tirrell Black, Spencer Gardner, Teri Stripes, Steve MacDonald, Garrett Jones, Jenn Cerecedes, Christy Jeffers, RaMoná Pinto, Alex Gibilisco, Jason Nechanicky, Shane Gronholz.

Approval of Minutes

- Action taken
CM Wilkerson moved to approve the minutes of the May 8th meeting. The motion was seconded by CM Bingle.
. The minutes were approved by a vote of 7-0.

Agenda Items

Discussion items

1. Resolution Appointing Giacobbe Byrd as Council's Director – Breean Beggs (10 minutes)
 - Action taken:
Presentation and discussion only, no action taken.
2. Council Confirmation of Mayoral Appointee – Office of Civil Rights, Equity and Inclusion – Johnnie Perkins (5 minutes)
 - Action taken:
Presentation and discussion only, no action taken.
3. Monthly DSC Permit Report – Steve MacDonald (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsored by CM Stratton.
4. Spokane Arts Update – Melissa Huggins (15 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
5. ~~Civil Service Update – Kelsey Pearson (10 Minutes)~~
 - Action taken:
Postponed to July 10 meeting.

6. Municipal Law & Justice Coordinating Subcommittee – Maggie Yates (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
7. Spokane Public Library Resolution – Zack Zappone (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
8. Sales and Use Tax for Housing & Housing-Related Services – Nicolette Ocheltree (5 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
9. Adopting “In Spokane, We All Belong” – Alex Gibilisco (5 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
10. Spokane Register of Historic Place Nomination – Ritter House – Megan Duvall (5 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
11. School Based Health Centers ILA with SPS – Marlene Feist (5 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
12. Northeast PDA Boundary Expansion & ILA – Amanda Beck (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
13. Projects of Citywide Significance: Public Development Authority Job Creation Attachment B – Teri Stripes (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.

Consent items

1. Five MFTE Conditional Agreements (Planning & Economic Development)
2. Vacation of Conklin Street south of 8th Avenue (Development Services Center)
3. 5300 Insight Global Staffing for Fiber Resources (Innovation Technology Services)
4. Broadband/Fiber Consultant Contract Extension with Cost (Planning & Economic Development)

Executive Session

None.

Adjournment

The meeting adjourned at 3:03 p.m.

Prepared by:
Kelly Thomas

Approved by:

Councilmember Karen Stratton
Urban Experience Committee Chair

DRAFT

3 - Discussion Items

3.1 - June 2023 Permit Report

MacDonald, Steven

Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)

| For Discussion

Attachments

[Briefing Paper UE 230710.docx](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Monday, July 10, 2023

Submitting Department	Community & Economic Development Division
Contact Name & Phone	Steve MacDonald – x6835
Contact Email	smacdonald@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Monthly DSC Permit Report
Summary (Background)	<p>Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)</p> <ul style="list-style-type: none"> - Total Building Permits Issued - Total Residential Units Issued <ul style="list-style-type: none"> Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline <ul style="list-style-type: none"> In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year - Council District Information
Proposed Council Action & Date:	None (Informational for Council) – July 10, 2023
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

3.2 - NEPDA Request for Property Transfer of 3011 E Wellesley Ave

MacDonald, Steven

Sponsors: CMs Cathcart and Bingle

The Northeast Public Development Authority (PDA) has submitted a request for the city to transfer the property located at 3011 E Wellesley Avenue to the NEPDA in furtherance of the organization's mission to revitalize the portion of Hillyard that overlaps with their geographic boundaries.

| For Discussion

Attachments

[2023-07-10 UE Committee NEPDA Wellesley Transfer.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Planning Services, Community and Economic Development
Contact Name	Steven MacDonald
Contact Email & Phone	smacdonald@spokanecity.org , 625-6835
Council Sponsor(s)	Council Members Cathcart and Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	NEPDA Request for Property Transfer of 3011 E Wellesley Ave
Summary (Background)	<p>To encourage cooperative partnerships that address the economic expansion of the city and region, the City Council passed Resolution 2016-0037, Public Development Authority Asset Transfer Policy, establishing administrative policy and evaluation of requests from the public development authorities for asset transfers that further their organizational goals and economic development missions.</p> <p>The Northeast Public Development Authority (PDA) has submitted a request for the city to transfer the property located at 3011 E Wellesley Avenue to the NEPDA in furtherance of the organization's mission to revitalize the portion of Hillyard that overlaps with their geographic boundaries.</p> <p>Located at the intersection of Market Street and Wellesley Avenue, 3011 E Wellesley Ave is an approximately 22,570 square foot site that formerly had the Alhambra Courts apartment building. In November 2017, the 12,300 square foot building suffered extensive fire damage and was subsequently condemned as uninhabitable. To ensure public safety, the Code Enforcement department erected a fence around the site and then eventually had the building demolished, incurring \$418,232 in fees which were placed as a lien on the property.</p> <p>Spokane County attempted twice to auction the property but were unsuccessful. In 2022, the County foreclosed on the property and the City took possession of the site. The assessed value (2022) by the Spokane County Assessor is \$157,350. The site has been vacant and blighted for several years, nor is the current site the highest and best use of the property, which is zoned Centers and Corridors, District Corridor (CC2-DC).</p> <p>Transferring the 3011 E Wellesley Ave site to the NEPDA for \$1, through a development agreement, the City would receive a distribution of property sale proceeds covering the original \$418,232 lien amount once the property had been redeveloped and the NEPDA had recovered costs of redeveloping the site.</p> <p>This asset transfer request follows the practices and policies outlined in Res. 2016-0037 and Admin Policy 2016-0024 In the attached letter of request, the Executive Director Jesse Bank has provided a pro forma that outlines a mixed-use redevelopment with 30 affordable</p>

	<p>housing units (80-115% AMI), and the ground floor of the building reserved for commercial uses, a business incubator, and future office space for the PDA. An appraisal and return on investment analysis completed by independent firm CBRE estimates the site and improvements would be appraised at \$6.5 million when the project is complete.</p> <p>The transfer accomplishes several strategic goals: support of economic development organizations; incentivizing the revitalization and utilization of historic and older commercial districts; supporting mixed-use development that brings employment, commercial, and residential activities together; removing blight and increasing tax revenues; and building more affordable housing.</p>
Proposed Council Action	Approve Resolution transferring property from City to NEPDA
<p>Fiscal Impact</p> <p>Total Cost: Click or tap here to enter text.</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: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts:</p> <p>Due to code violations and blight mitigation completed by Code Enforcement, the City has accrued \$418,232.18 in fencing and demolition costs for this property. By transferring the property to the Northeast PDA, the City will be foregoing the current lien amount for a period of time. Transferring the property is a likely route for the city to both recoup the lien amount, but also increase the tax revenue generated from a currently vacant property. The NEPDA has proposed that a development agreement would ensure the City would receive the full lien amount when the property is sold.</p>	
Operations Impacts	
<p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>All of the existing Northeast PDA is within the New Market Tax Credit area, which overlaps with the City's Spokane Targeted Investment Area, directing the City's economic development efforts in the most economically distressed Census tracts within Spokane. Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The proposal is for a mixed-use building that would include 30 affordable housing units, and commercial space for businesses, which would also bring jobs to this area.</p>	
<p><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></p> <p>It would be difficult to directly link redevelopment of the site to specific demographics, but successful redevelopment of the property would remove blight and undesirable activities in this area of Hillyard,</p>	

making the block safer with more eyes on the street. Additionally, increased tax revenue and property values could be beneficial for surrounding property owners.

A positive outcome of redevelopment spurred by the NEPDA would show a decrease in poverty rates and unemployment rates, and an increase in median income and census tract populations as redevelopment had an overall positive impact on the area. Success would ultimately have the census tracts overlapping with the NEPDA being taken out of the federal NMTC 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 through periodic demographics collections for the NMTC census tracts, submittals for building permits, and business licenses registered within the NEPDA's boundary. Similarly, as the NEPDA was created to oversee redevelopment within the Hillyard area effectiveness of the PDA's mission will be the revitalization of the area- increased property values, increasing quality of existing housing stock, construction of new affordable housing, and new businesses opening. Redevelopment of a currently vacant site will be the first and easiest metric of effectiveness of the property transfer.

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?

- ED 1.2 Support of Economic Development Organizations;
- ED 2.1 Land Supply;
- ED 2.2 Revitalization Opportunities;
- ED 2.4 Mixed Use;
- The following strategies from the Bemiss, Hillyard and Whitman Neighborhood Plan
 - Objective 2.1: Improve Maintenance, Upkeep, New Improvements and Values of Residences;
 - Objective 2.2: To improve maintenance, upkeep, new improvements and to increase Values of commercial structures in the GHNEPA area
 - Objective 5.1: To promote, develop, and recruit retail businesses in the GHNEPA area;
 - Objective 5.2: To promote, develop, and recruit Commercial/Services businesses in the GHNEPA area (Professional, Residential, Business to Business, etc.); and
 - Action 6.4.1.1. To encourage innovative, Transit-Oriented Development.

Steven MacDonald
Director, Community and Economic Development
City of Spokane
808 W Spokane Falls Blvd., Third Floor
Spokane, WA 99201

June 28, 2023

Dear Director MacDonald,

The Northeast Public Development Authority (NEPDA) is pleased to present this request for the transfer of fee-simple ownership of the parcel at 3011 East Wellesley Ave. (subject site) from the City of Spokane (City) to the NEPDA, pursuant to Council Resolution 2016-0037 – PDA Asset Transfer Policy.


The NEPDA's core strategy for this asset transfer request revolves around value creation. In 2017, the City spent a large sum of money demolishing damaged structures and remediating asbestos-containing materials following a fire that rendered the property unsafe to occupy. It has no clear path to recover those funds. Following tax foreclosure, Spokane County attempted to sell the property via two separate open-market auctions in December 2022, and were unable to do so. The asking price for those auctions was over four times the property's assessed value, so the no-sales were unsurprising. While significant tax penalties contributed to that valuation, the City's existing lien of \$418,232 still represents over two and a half times assessed value, which makes it highly unlikely that the City could be made whole by simply selling the asset.

The only way for the City to recover their incurred costs is through value creation.

The NEPDA proposes to achieve this by pursuing redevelopment of the subject site. This will create a revenue stream that will bolster the PDA's operating revenue in the short term, and at sale the City will receive a preferred distribution of their lien amount, thereby making them whole in the long term. The project will provide sorely-needed affordable housing units as well as significant additional benefits to the surrounding community – in line with the NEPDA's mission and the City's Comprehensive Plan – which are described in more detail on the following pages.

This solution is a win for the City, a win for the NEPDA, and a win for the Hillyard community. The NEPDA looks forward to a robust and productive discussion on this approach.

Respectfully,



Jesse Bank
Executive Director
Northeast Public Development Authority

Project Plan

Upon successful completion of this asset transfer request, the NEPDA will begin negotiations with the City on a Development Agreement stipulating the City's preferred return of the lien amount at sale, among other terms. The NEPDA will also perform an in-depth analysis of development scenarios to determine whether it is most advantageous to self-develop or to seek a JV partnership. This will depend on a variety of factors, but regardless the scenario chosen, the NEPDA expects to begin design work on this project as soon as is practicable.

The project, as currently envisioned, will consist of an approximately 25,000 square foot, mixed-use building, containing 30 affordable residential units – per the City's affordability criteria for those making between 80-115% AMI – and a limited amount of ground-level commercial area to be used as a neighborhood business incubator and NEPDA office space. Site improvements will consist of alley-accessed parking at the rear of the building – making use of permitted parking reductions in the CC2-DC zone – as well as landscaping, lighting, and public art befitting of an urban building at a key intersection. Commercial space will be oriented along E. Wellesley Ave., making use of the high-frequency transit stop immediately adjacent.

The building is expected to cost approximately \$5.1m and take 12-14 months to construct. The NEPDA intends to explore alternative construction techniques in an effort to keep costs down, thereby lowering the rental rates required to achieve feasibility. The asset can be expected to generate approximately \$400,000 in net operating income, resulting in a valuation of \$6.5m at stabilization. During the operating period, the property will be managed by a third party. Any distributable proceeds during this period will flow to the NEPDA and its partners, if any.

When market conditions warrant and at the sole discretion of the NEPDA and its partners, if any, the asset will be listed for sale. At sale, per the Development Agreement, the City will receive a preferred position in the equity distribution waterfall, pari-passu with the NEPDA's development partners and in front of the NEPDA, until the City is made whole on their original lien amount. Any remaining distributable proceeds beyond that threshold will flow to the NEPDA and any partners to fund ongoing operations.

The NEPDA has retained the Spokane office of global commercial real estate experts CBRE to provide third-party verification of the viability and financial performance of this project. A summary of their report is included as an appendix to this request.

Project Benefits:

In addition to the direct financial benefits of this proposal, there are a broad set of larger impacts completing this project could bring about.

For the City:

- **Additions to Affordable Housing Supply in District Center:** Spokane's housing shortfall needs no introduction as significant policy work is underway in an effort to bolster supply. The subject site lies within a District Center and on a high-frequency transit line, making it an ideal target site for multifamily development per Comprehensive Plan elements LU 1.4 and LU 4.6, among others. In addition, the subject site is in a location where ample services exist, so accommodating population and business growth in this location should be prioritized per Comprehensive Plan elements ED 2.2 and H 1.4. As currently modeled, this project meets City affordability targets for residents earning between 80-115% of AMI and does so without the use of the Multifamily Tax Exemption.
- **Increased Tax Revenues:** Successful completion of this project will increase the value of the subject site enormously, which will result in increased tax revenues – both a one-time construction sales tax, and ongoing property, utility, and leasehold taxes. New development also has the effect of increasing property values in the project's immediate vicinity, further fueling incremental revenue growth. This effect is especially marked when the adjacent sites are vacant or underutilized, as is the case with the subject site. Despite the Special Revenue District that funds the NEPDA retaining 75% of that incremental increase, the City still collects 25% of that revenue into the general fund – only a small portion of which is used to fund PDA administrative functions. Following the sunset of the Special Revenue District in 2040, the entirety of the incremental revenues will flow to the City.
- **Removal of Blight:** The City has made it a priority to revitalize the greater Hillyard area, as evidenced by the creation of the NEPDA and the inclusion of Hillyard into the City's Targeted Investment Area. One of the City's stated goals for the NEPDA is for it to eliminate blight by facilitating the redevelopment of vacant and underutilized sites. This project directly addresses that goal.

For the NEPDA:

- **Increased Operating Revenue:** The NEPDA has struggled with inadequate funding for many years and has been stuck in a self-reinforcing loop whereby there hasn't been enough growth to fund the PDA's investments, and without the PDA's investments growth remains slow. While this situation has meaningfully improved in the last year, and won't be solved with a single investment, the proceeds from the various revenue streams the project creates have the potential to significantly "bend the curve" of the PDA's finances. These cash flows into the PDA will markedly accelerate its ability to make more significant investments elsewhere in the district, further fueling economic growth and tax revenue.
- **Catalytic Impact:** The subject site lies at a critical juncture within the NEPDA district – the intersection between the Market St. corridor to the north and a future Wellesley Ave. corridor to the east. It will also be highly visible from the North Spokane Corridor and its Wellesley Ave. interchange. Given that level of visibility, a targeted investment in one location can have outsized

impact across the district. It can act as a billboard for Hillyard, showing people that investments are being made here, people are moving here, businesses are growing here, and that the area has a bright future.

- **Leverage Department of Ecology Funding:** In 2019, the NEPDA was the recipient of a \$200,000 Integrated Planning Grant (IPG) centered around the subject site. The purpose of this grant was twofold – to perform site assessments that characterize and plan for mitigation of any legacy contamination present, and to conduct area-wide planning around the impacts a catalytic project on this site could have on the district more broadly. The NEPDA has been successful in executing on the second half of that purpose by combining IPG planning dollars with several other funding sources into a large-scale sub-area planning effort – the first in the area for nearly 15 years. Completion of the project as contemplated here will allow the NEPDA to benefit from the environmental investigations already performed, thereby executing on the first.

For the Hillyard Community:

- **New Housing Options:** Displacement and housing instability due to the enormous increase in housing values are rampant throughout the city, but there are few places where they are more pronounced than in Hillyard. At the same time housing supply in the district has remained stagnant, forcing those displaced to look to other areas in the city – or to leave the area entirely. Hillyard is a proud, tight-knit community and those who want to remain but are unable to find stable housing should be able to do so. This project will not only add new supply at an affordable price point, but it will add smaller, more efficient units that increase the variety of unit types in the district, offering residents a broader range of housing types to choose from.
- **Business Incubation Opportunity:** Building in a small amount of commercial space into the project, as contemplated in the project plan, allows for local businesses to test their concepts in a bricks-and-mortar setting. Having the NEPDA as part of the property ownership team ensures local businesses get priority access to the space and favorable lease terms. They can also be connected with resources and support that wouldn't ordinarily be available in a traditional commercial setting. Every entrepreneur has strengths and weaknesses and having the NEPDA as a partner – and landlord – can ensure businesses get connected with the resources they need to amplify their strengths and shore up their weaknesses.
- **Realize Neighborhood Planning Goals:** Various Planning efforts in the area over the years have identified the importance of the area surrounding the Wellesley/Market/NSC interchange and have highlighted the neighborhood's desire to see improvements directed there. Successful redevelopment of this site – and others in the immediate vicinity – will not only have the catalytic impact described above but will go a long way to demonstrating realized outcomes of planning processes. This builds trust and buy-in from neighborhood residents that their desires can be achieved through participation and that through that participation they can meaningfully shape the world around them.

Appendix A: CBRE Appraisal Report Summary

APPRAISAL REPORT

PROPOSED MIXED-USE DEVELOPMENT
3011 E WELLESLEY AVE
SPOKANE, WASHINGTON 99217
CBRE FILE NO. CB23US042413-1

CLIENT: NORTHEAST PUBLIC DEVELOPMENT
AUTHORITY

Date of Report: June 6, 2023

Mr. Jesse Bank
Executive Director
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY
4001 N Cook St
Spokane, Washington 99207

RE: Appraisal of: Proposed Mixed-Use Development
3011 E Wellesley Ave
Spokane, Spokane County, Washington 99217
CBRE, Inc. File No. CB23US042413-1

Dear Mr. Bank:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a proposed 30-unit walk-up style, mixed-use apartment building located at 3011 East Wellesley Avenue in Northeast Spokane. The improvements will consist of one, three-story building that will be situated on a 0.52-acre site that is currently raw land. The unit mix will include 1bd/1ba and 2bd/1ba units and will have an average unit size of 706 square feet. Additionally, the building will include 4,080 SF of street-level retail space. Construction is scheduled to commence in March 2024 and is scheduled to be completed by June 1, 2025.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Complete	Fee Simple Estate	June 1, 2025	\$6,250,000
As Stabilized	Leased Fee Interest	September 1, 2025	\$6,500,000
As Is - Land	Fee Simple Estate	May 31, 2023	\$240,000
Compiled by CBRE			

The client has requested values as if the subject is hypothetically complete and stabilized as of the inspection day. Based on market conditions expected over timespan between the inspection date

and the stabilized date, we have not trended any of the value conclusions. As such, the hypothetical as if stabilized and prospective as stabilized values are the same.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Cole Taylor
Senior Appraiser
State Certified General Real Estate Appraiser
Washington Certification No. 1102544
Expiration Date: 03/27/2024
Phone: 509-998-5300
Email: cole.taylor@cbre.com



David Adamson, MAI
Director
State Certified General Real Estate Appraiser
Washington Certification No. 1101731
Expiration Date: 05/24/2025
Phone: 509-998-9997
Email: david.adamson@cbre.com

Subject Photographs



Aerial View



View of the Subject Site



View of the Subject Site



View of the Subject Site



View of North Haven Street Facing South



View of North Haven Street Facing North



View of Wellesley Avenue Facing West

Executive Summary

Property Name	Proposed Mixed Use Development	
Location	3011 E Wellesley Ave Spokane, Spokane County, WA 99217	
Parcel Number(s)	36343.3007	
Client	Northeast Public Development Authority	
Highest and Best Use		
As If Vacant	Multifamily	
As Improved	Multifamily	
Property Rights Appraised	Leased Fee Interest	
Date of Inspection	May 31, 2023	
Estimated Exposure Time	6 Months or Less	
Estimated Marketing Time	6 Months or Less	
Primary Land Area	0.52 AC	22,479 SF
Zoning	Center and Corridor Type 2, CC2-DC	
Improvements		Comments
Property Type	Multifamily	(Multi-Family Walk-Up)
Number of Buildings	1	
Number of Stories	3	
Gross Building Area	25,245 SF	
Net Rentable Area (Apartments)	21,165 SF	
Number of Units	30	
Average Unit Size	706 SF	
Year Built	2025	
Effective Age	0 Years	
Remaining Economic Life	55 Years	
Condition	New	
Buyer Profile	Investor-Regional	
Financial Indicators		
Stabilized Occupancy	95.0%	
Stabilized Credit Loss	0.5%	
Estimated Lease-up Period	3 Months	
Overall Capitalization Rate	6.25%	

Pro Forma, As Stabilized	Total	Per Unit
Effective Gross Income	\$582,834	\$19,428
Operating Expenses	\$168,858	\$5,629
Expense Ratio	28.97%	
Net Operating Income	\$413,976	\$13,799
VALUATION	Total	Per Unit
As Is (Land Value)	\$240,000	\$8,000
Market Value As Complete On June 1, 2025		
Cost Approach	\$5,800,000	\$193,333
Sales Comparison Approach	\$5,900,000	\$196,667
Income Approach	\$6,370,000	\$212,333
Market Value As Stabilized On September 1, 2025		
Cost Approach	\$6,050,000	\$201,667
Sales Comparison Approach	\$6,150,000	\$205,000
Income Approach	\$6,620,000	\$220,667

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Complete	Fee Simple Estate	June 1, 2025	\$6,250,000
As Stabilized	Leased Fee Interest	September 1, 2025	\$6,500,000
As Is - Land	Fee Simple Estate	May 31, 2023	\$240,000
Compiled by CBRE			

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- Each unit will include a washer/dryer.
- The subject will feature new construction and will be in superior condition compared to most competing one- and two-bedroom units in Northeast Spokane.
- The subject is located in close proximity to the future Wellesley Avenue/North-South Freeway interchange, which will be completed prior to the subject's scheduled completion date. Upon completion of the North-South Freeway, access to the subject to the greater metro area will significantly improve.

Weaknesses/ Threats

- The subject's neighborhood has a below average income demographic profile relative to the greater metro area.
- The subject has a substandard off-street parking ratio of 1 space per unit. Additionally, the subject will share its off-street parking spaces with the commercial building located immediately to the south. This is somewhat mitigated by the subject's below-average unit size of 706 square-feet, and therefore the subject will require a fewer number of spaces when compared to a typical garden property with larger unit sizes. We have accounted for the below-average parking ratio, and the shared parking with the street level commercial space, in our capitalization rate conclusion.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is

impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

MARKET VOLATILITY

We draw your attention to a combination of global inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have significantly increased the potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

CURRENT ECONOMIC CONDITIONS

At its May 2023 meeting, the Federal Reserve raised the federal funds rate by 25 basis points (bps) to a range of 5.00% to 5.25%, a 16-year high. In determining whether additional tightening is necessary, the Fed will consider the lagged impacts of previous rate hikes, as well as economic and financial market conditions, including banking sector stress. Hiking rates just days after the second largest bank failure in U.S. history shows that the Fed remains focused on reducing inflation even if it inflicts additional economic pain.

Although the economy has cooled, the strong labor market is complicating the Fed's inflation fight. Therefore, CBRE expects that the Fed will remain determined to see inflation fall to a more acceptable level. While financial markets are expecting a rate cut this summer, CBRE anticipates that the Fed will hold rates steady for several months before beginning to reduce them in Q4. Core inflation should ease as the economy and particularly the housing market cool, ending the year at around 4.00%. CBRE expects that the Fed will continue to cut interest rates throughout 2024. CBRE expects that capital markets will lead the commercial real estate recovery, with increased investment volume later this year and a rebound in leasing activity thereafter.

The table below summarizes the CBRE "House View" for the Federal Funds Rate, 10-Year Treasury, and GDP over the next several years. This view is reflective of what market participants are anticipating.

	2023	2024	2025 - 2028
Fed Funds Rate (Q4)	4.5% to 4.75%	2.25% to 2.5%	2.0% to 2.25%
10-Year Treasury (Q4)	3.3%	2.8%	3.0%
GDP (Q4/Q4)	-0.6%	2.1%	2.5%

The CBRE “House View” is for the yield on the 10-year Treasury to approximate 3.3% by Q4 2023, which should aid in the recovery of real estate investment volume. This is consistent with many market participants who anticipate the cost of capital in the future to be lower than current levels.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is the anticipation of moderating inflation as higher interest rates cool demand. Tighter financial and weaker macroeconomic conditions will weigh on real estate fundamentals, leading to lower real estate investment volume through the balance of 2023. Amid this uncertain and dynamic environment, investment market performance will be uneven across property types.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- The subject’s net rentable area is provided by the developer, and the gross building area is based on information provided by the Spokane County Assessor. We are making the extraordinary assumption that the net rentable area (21,165 square feet) and gross building area (25,245 SF square feet) derived from this source is accurate and reliable.
- The subject is proposed. As such, our estimate of market value as stabilized and as complete is subject to the indicated completion date, as well as the completion of the improvements per plans and specifications.
- The client has indicated that the proposed development is still in the early planning stages, and therefore building plans have not yet been completed. The client went on to say the subject will have average construction quality compared to other recently built apartment buildings and mixed-use buildings in the region. We assume the general information pertaining to the subject’s construction quality, interior finishes, etc. that are presented in the improvements analysis section, are accurate.
- Based on our understanding of the City of Spokane code, the proposed improvements will represent a non-conforming use. As the subject has not been built, its plans will go through an exhaustive review with city planners, and we are making the extraordinary assumption that any variances needed from current zoning regulations or building code will be granted and that when complete, the subject will be a legally conforming use.

¹ The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020, through December 31, 2023)*

- The prospective market value is 27 months from the as is date of value. We are making the extraordinary assumption that there will be no unforeseeable events that will alter market conditions prior to the prospective date of value and that market conditions will continue to exist as market participants currently expect the market to perform over the next 27 months.

The use of the above extraordinary assumptions may have affected the assignment results.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”²

- While not included in our value conclusions, we are valuing the subject under the hypothetical condition that the subject is completed and that it is stabilized as of the date of our inspection, or May 31, 2023. This is not a value conclusion, but rather a mathematical step to estimate prospective stabilized values. The as is and prospective values are not subject to any hypothetical conditions.

The use of these hypothetical conditions may have affected the assignment results.

OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY		
Item	Current	Previous
Current Ownership		
Owner:	City of Spokane	Spokane County
Seller:	Spokane County	Spokane County Treasurer's Office
Purchase Price:	\$6,702	\$0
Transaction Date:	May 5, 2023	December 14, 2022
Sale in Last 3 Years?:	Yes	Yes
Legal Reference:	Excise No. 202304514	Excise No. 202217147
County/Locality Name:	Spokane	Spokane
Compiled by CBRE		

CBRE is unaware of any arm's length ownership transfers of the property within three years of the date of appraisal.

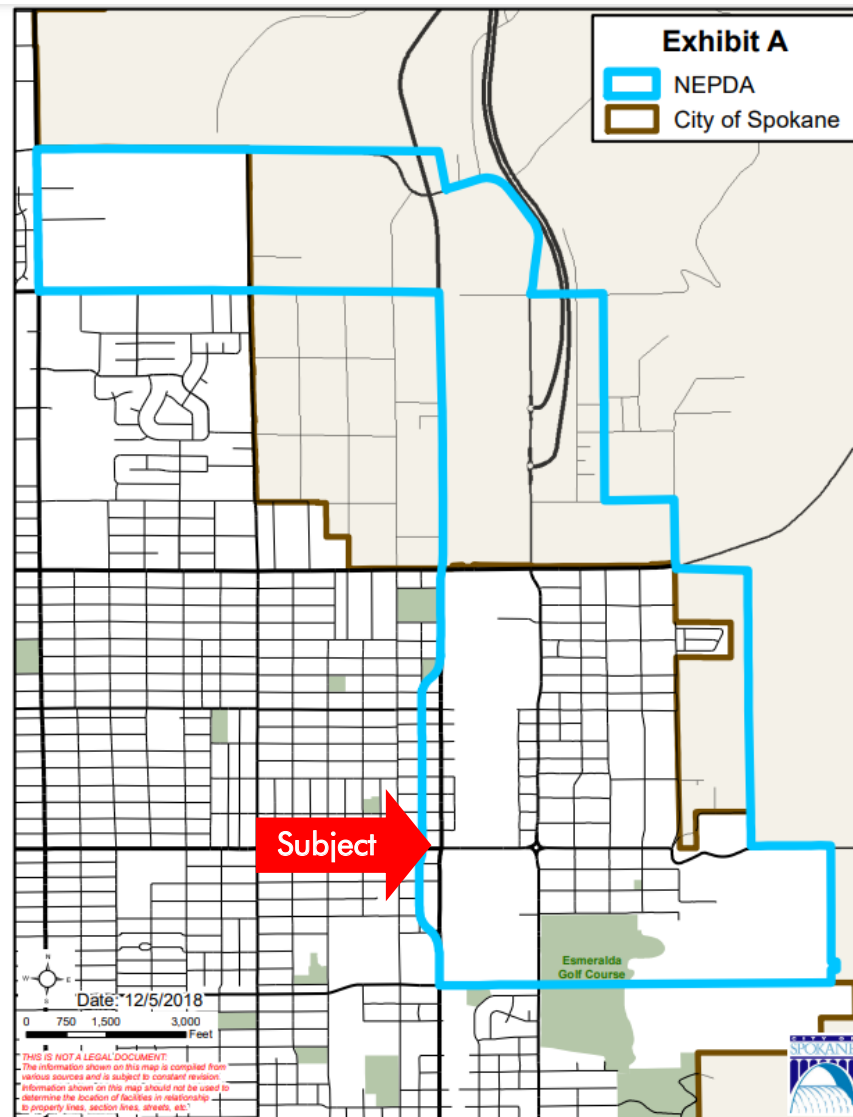
It is our understanding Spokane County foreclosed on the property several years ago, after a building had burned down on the property and the owner did not completion with a demolition order. In May 2023, the City of Spokane acquired the property from Spokane County for an amount that equaled outstanding property taxes due, plus fees. The city is currently using the property as a construction staging area for the reconstruction of the intersection on which the subject is situated. Construction is scheduled to be completed in the near future.

² The Appraisal Foundation, USPAP, 2020-2021 (Effective January 1, 2020, through December 31, 2022)

The client, Northeast Public Development Authority, is in discussions with the city to acquire the site to build the previously described mixed-use apartment building. The Northeast Public Development Authority (NEPDA aka Make it Spokane) has a stated mission, "To facilitate the redevelopment, development, and construction of public benefit projects, resulting in increased economic activity and job growth within the PDA boundary." A map of the PDA boundary is presented below.

According to Jesse Bank, the Executive Director of NEPDA, the goal is to provide additional quality rental housing to the neighborhood. Additionally, NEPDA intends to occupy 37% of the street-level commercial space, with the remaining space to be leased by start-up businesses at below-market rates, to encourage local businesses to start up in the neighborhood.

Per the scope of this assignment, we have analyzed the subject as if the apartments and retail space are operated as a market-rate, mixed-use property.



EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the PwC Real Estate Investor Survey; and
- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
Comparable Sales Data	1.0	- 6.0	3.5
<i>PwC Apartment</i>			
National Data	1.0	- 12.0	4.6
Local Market Professionals	2.0	- 6.0	n/a
CBRE Exposure Time Estimate	6 Months or Less		
CBRE Marketing Period Estimate	6 Months or Less		
Various Sources Compiled by CBRE			

3.3 - Spokane Arts Update

Sponsor: CM Stratton
Update from Melissa Huggins.

| For Discussion

3.4 - Civil Service Update

Sponsor: CM Stratton
Update from Kelsey Pearson.

| For Discussion

3.5

10 min

3.5 - Spokane Library Update

Chanse, Andrew

Update from the Spokane Library from Executive Director Andrew Chanse. Sponsor: CM Zappone

| For Discussion

Attachments

[Briefing Paper Template 2023 library update.docx](#)

Committee Agenda Sheet

Urban Experience.

Submitting Department	Spokane Public Library
Contact Name & Phone	Andrew Chanse 509-444-5305
Contact Email	achanse@spokanelibrary.org
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Library Update
Summary (Background)	Spokane Public Library would like to provide an update to City Council on the library.
Proposed Council Action & Date:	Info only – no action required
Fiscal Impact: Already included in Spokane Public Library operating budget Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input 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?	
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?	

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

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?

3.6 - Council President Appointment Resolution

Byrd, Giacobbe

Council Sponsor: CM Kinnear

On June 28, 2023, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.

The Spokane City Charter section 8(C) states, "In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president"

This resolution assumes that Council would appoint someone from its current membership to serve as Council President after Council President Beggs vacates the position.

Council would need to amend this resolution to specify who from its current membership would be appointed to the position.

| For Discussion

Attachments

[Briefing Paper Council Appointment RES.docx](#)

[Council President Appointment RES.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	Lori Kinnear, Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Council President Appointment RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On June 28, 2023, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.</p> <p>The Spokane City Charter section 8(C) states, "In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president"</p> <p>This resolution assumes that Council would appoint someone from its current membership to serve as Council President after Council President Beggs vacates the position.</p> <p>Council would need to amend this resolution to specify who from its current membership would be appointed to the position.</p>
Proposed Council Action	07/17/2023
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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?

This resolution complies with the City Charter and City Council Rules.

RESOLUTION NO. 2023-_____

A Resolution appointing _____ to fill the position of Spokane City Council President vacated by Breean Beggs.

WHEREAS, the City Council received notice from Council President Breean Beggs that he is vacating his position effective July 13, 2023 at 11:00pm; and

WHEREAS, the Spokane City Charter section 8(C) states, “In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president”; and

WHEREAS, City Council Rule 7.1(H) states, “If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President”; and

WHEREAS, City Council Rule 7.1(H) also states, “If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth [in Council Rules]”; and

WHEREAS, in accordance with RCW 29A.24.020, the person who wins the current election for City Council President will take office upon certification of the election results by the County Auditor, which is expected to occur on November 28, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council, to ensure a seamless transition, and in compliance with the City Charter and Council Rules, elects to appoint one of the existing Council Members to fill the position of Spokane City Council President until certification of the election results by the County Auditor in accordance with RCW 29A.24.020; and

BE IT ALSO RESOLVED that the Council appoints _____ from its current membership to serve at Council President effective immediately.

BE IT ALSO RESOLVED that per Council Rule 7.1(A), this resolution serves as written notice of a vacancy of a City Council Member; and

BE IT ALSO RESOLVED that applications for the vacant City Council Member position will open on Tuesday, July 18, 2023 and the deadline for interested parties to submit their applications to be considered for the vacant City

Council Member seat is 5:00 P.M. on Friday, August 4, 2023 and that applications and submission instructions can be found here: ; and

BE IT ALSO RESOLVED that Council intends to interview candidates based on Council Member prioritization of the applicants at their regularly scheduled Study Session on Thursday, August 24, 2023; and

BE IT ALSO RESOLVED that Council intends to consider a resolution appointing a new Council Member on Monday, August 28, 2023; and

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.7 - 2023 Boards and Commissions Updates Resolution

Byrd, Giacobbe

Council Sponsor: CM Kinnear

On June 28, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.

This resolution amends the assignment of City Council members to the various boards, commissions, and committees.

| For Discussion

Attachments

[Briefing Paper Boards and Commissions Updates RES.docx](#)

[2023 Boards and Commissions Updates RES.docx](#)

[Boards and Commissions Appointments 2023 V3.xlsx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Lori Kinnear
Contact Email & Phone	lkinnear@spokanecity.org
Council Sponsor(s)	Lori Kinnear, Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	2023 Boards and Commissions Updates RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On June 28, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.</p> <p>The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution amends the assignment of City Council members to the various boards, commissions, and committees.</p>
Proposed Council Action	07/17/2023
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <u>Click or tap here to enter text.</u> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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? This resolution complies with City Council Rules.	

RESOLUTION NO. 2023-_____

A Resolution amending the appointments of Council Members to boards and commissions.

WHEREAS, the City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to amend the assignment of City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment 'A' to this resolution as the assignment of Council members to the various boards, commissions and committees for 2023.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council Member appointed shall serve the remainder of Breean Begg's 3-year term, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees for 2023.

Passed by the City Council this _____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Contact	Committee/Board	2023	2023 Totals (inc. committee chairs/vice)	
	Council President Pro-Tem	<u>Lori Kinnear</u> <u>Betsy Wilkerson</u>	Beggs	0
	Standing Council Committees		Bingle	11
	Urban Experience	Chair: Stratton; Vice: Zappone	Cathcart	15
	Finance & Administration	Chair: Wilkerson; Vice: Cathcart	Kinnear	13
	Public Infrastructure, Environment & Sustainability	Chair: Kinnear; Vice: Bingle	Stratton	11
	Public Safety & Community Health	Chair: Cathcart; Vice: <u>Beggs</u> <u>Kinnear</u>	Wilkerson (inc. Pro-Tem)	12
	Boards and Commissions		Zappone	18
	911 Integrated Response Committee	N/A		
Khristina Scheidt	Aging and Long Term Care	Stratton		
Terri Hart - thart	Airport Board (3 year term through 12/2025)	<u>Beggs</u> <u>Zappone</u>		
Alicia Seegers M	Association of Washington Cities Board	Wilkerson, Zappone		
Matt Boston - m	Budget	<u>Beggs</u> , Wilkerson, Cathcart, <u>Zappone</u>		
Ariane Schmidt	BROADLINC Governing Board	Cathcart		
Annie Deasy - ad	Community Assembly	Rotates		
Tim Sigler - tsigl	Community Health and Human Services	Stratton, Wilkerson		
Patrick Striker -	C.O.P.S. Liaison	N/A		
Alex Gibilisco - a	Council Staff Lead/Liaison - Equity Subcommittee	Wilkerson		
Nicolette Ocheltree	Council Staff Lead/Liaison - Housing Action Subcommittee	Cathcart		
Kara Odegard - k	Council Staff Lead/Liaison - Sustainability Action Subcommittee	Kinnear		
Hannahlee Allen	Council Office Strategic Planning Working Group	<u>Beggs</u> , Kinnear, Zappone, <u>Cathcart</u>		
Kevin Freibott -	Docketing	N/A		
Amber Peckham	Downtown Spokane BID Board (Liaison Member)	Bingle		
	Downtown Spokane Partnership (Liaison Member)	Cathcart		
Christine Shisler	Fire Pension (must include Finance Chair)	Cathcart, Wilkerson		
Jane Farstrider -	Growth Management Act Steering Committee of Elected Officials	<u>Beggs</u> , Cathcart, Kinnear, <u>Stratton</u>		
	GMA CEO Subcommittee	Kinnear		
Jerrall Haynes -	Human Rights Commission	Stratton		
	Investment Committee	N/A		
Erik Poulsen - ep	Legislative Team	<u>Beggs</u> , Zappone, Bingle, <u>Wilkerson</u>		
Andrew Chanse	Library Board	Zappone		
	Lodging Tax Advisory Committee (PFD)	Zappone		
	Lodging Tax Advisory Committee (1.3%)	Zappone		
	Mayor's Economic Advisory Committee	Rotates		
	MFTE Review & Update Committee	N/A		

	Neighborhood Council Working Group	<u>Beggs, Cathcart, Zappone, Kinnear</u>		
Pamela Clarke -	Park Board	Bingle		
Pamela Clarke -	Park Board Exec Committee	Bingle		
Kris Becker - kbe	Parking Advisory Committee	Kinnear, Stratton		
	Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone		
Louis Mueller - l	Plan Commission	Zappone		
Louis Mueller - l	Plan Commission - Transportation Sub.	Bingle		
Ryan Oelrich - P	Priority Spokane	Stratton		
Angie Napolitan	Police Advisory Committee	Cathcart		
Christine Shisler	Police Pension	<u>Beggs, Cathcart, Kinnear</u>		
	Recovery Plan Workgroup	<u>Beggs, Wilkerson, Zappone, Bingle</u>		
	Salmon Restoration Lead Entity Community Advisors	Stratton		
Melissa Huggins	Spokane Arts	Stratton		
Phill Tencick - pt	Spokane Employees Retirement Board	Bingle		
Deb Geiger - dge	Spokane Regional Solid Waste Liaison Board	Bingle		
Julie Meyers-Le	Spokane Regional Transportation Council	Wilkerson, Zappone		
Dana Infalt - DIn	Spokane Transit Authority (all members are alternates)	Kinnear, Stratton, Wilkerson, Zappone		
Dana Infalt - DIn	STA Central City Line	Kinnear		
	Strategic Planning Committee	Kinnear, Stratton, Cathcart		
Maureen Dodro	TPA Commission/Hotel Motel Commission	Zappone		
Shauna Harshm	Traffic Calming/PhotoRed	<u>Beggs, Cathcart, Zappone, Kinnear</u>		
Alden Jones - AJ	University District PDA	<u>Beggs Bingle</u>		
Joanne Ross - jro	Visit Spokane	Zappone		
Sueann Herkel -	West Plains PDA/S3R3	<u>Beggs Wilkerson</u>		
David Guthrie -	The Yard PDA	Cathcart		

3.8 - Resolution Appointing Sustainability Initiative Manager

Byrd, Giacobbe

Council Sponsors: CP Beggs & CM Kinnear

Per SMC, all of Council's regular full-time employees, other than legislative assistants, must be appointed via resolution by a majority vote of the city council.

As filed, this resolution does not specify who will be appointed to the role and can be amended to do so at Council's Briefing Session on July 10, 2023.

| For Discussion

Attachments

[BP Sustainability IM.docx](#)

[Resolution Appointing Council Manager of Sustainability Initiatives.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Committee Date	07/10/2023
Submitting Department	Council
Contact Name	Breean Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Resolution Appointing Sustainability Initiative Manager
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Per SMC, all of Council's regular full-time employees, other than legislative assistants, must be appointed via resolution by a majority vote of the city council.</p> <p>As filed, this resolution does not specify who will be appointed to the role and can be amended to do so at Council's Briefing Session on July 10, 2023.</p>
Proposed Council Action	Council consideration on July 10, 2023
Fiscal Impact Total Cost: <u>N/A – filling this position will not add any additional costs</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this is not a proposal, but a resolution appointing Council's Sustainability Initiatives Manager position.	
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? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Same as 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? Same as above.	

RESOLUTION NO. 2023-_____

A Resolution approving the appointment of the Manager of Sustainability Initiatives for the Spokane City Council.

WHEREAS, Article III Section 9 (d) of the Spokane City Charter provides that the City Council shall have the authority to employ such staff as it may deem necessary; and

WHEREAS, Section 02.005.030 of the Spokane Municipal Code provides that all regular full-time employees, other than legislative assistants, hired or discharged after the effective date of this ordinance shall be appointed via resolution by a majority vote of the city council and may only be discharged by a majority plus one vote of the city council.

WHEREAS, the City Council President is requesting the City Council's approval to hire for this position.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the appointment of Kelly Thomas to the position of Manager of Sustainability Initiatives for the City Council and authorizes the Council President to issue an offer of employment letter setting forth terms and conditions of employment with the salary in Range 42, or \$66,440.16 - \$93,333.60/year of the Exempt-Confidential pay plan and associated benefits, as laid out in the attached draft.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.9 - Kendall Yards 7th Addition—WQTIF Funds

Freibott, Kevin

Sponsors: CM Stratton & CM Zappone

An introduction to the next round of Public Improvements to be constructed within Kendall Yards by Greenstone Homes, including a possible future purchase and sale agreement to repay Greenstone for the costs of those improvements. This is part of the implementation of a previously-approved project and funding source--for Council information only at this time.

| For Discussion

[#wqtif](#) [#kendallyards](#)

Attachments

[Urban Experience Briefing - KY 7th Addition TIF Funds.pdf](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning & Economic Development Department, Community and Economic Development Division
Contact Name & Phone	Kevin Freibott, 625-6184
Contact Email	kfreibott@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Kendall Yards 7 th Addition—WQTIF Funds
Summary (Background)	<p>The West Quadrant Tax Increment Financing (WQTIF) district was adopted in 2007 to capture property value increases as a result of Kendall Yards and other developments, utilizing the tax increment created by those developments to help fund the construction of public improvements in the district. As the WQTIF regarded Kendall Yards, tax increment funds generated within Kendall Yards are to be used to fund public improvements <i>within</i> the Kendall Yards subarea only.</p> <p>Generally, the Developer (Greenstone Homes) constructs the public improvements to City standards, after which a purchase and sale agreement is signed, whereby the City purchases the improvements from the developer at cost.</p> <p>The seventh round of improvements in Kendall Yards will be constructed this summer, including street improvements, sewer and water infrastructure, stormwater facilities, and landscaping generally located along W Summit Pkwy and along the alignment of N Cochran St (see below).</p> <p>City Council will be asked to approve the purchase and sale agreement once construction is complete and City staff have confirmed that everything was constructed to City standards. This is expected to occur in Fall or Winter 2023, depending on construction delays, etc.</p> <p>This is the intended, and <i>only</i> allowed use of these TIF funds.</p>
Proposed Council Action & Date:	This is an advanced introduction for discussion only. A purchase and sale agreement will be drafted for Council consideration when construction is complete, at which time a second briefing will be offered.
Fiscal Impact: Total Cost: \$753,224.37 (projected) 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 <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	

Other budget impacts: None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None.

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

N/A – Previously-approved construction project.

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?

Development of Kendall Yards is consistent with the land use and development strategy in the Comprehensive Plan and has already been approved by the City in years past. This is simply an implementation action of those approved plans.



Projected - List of Kendall Yards 7th Addition Tendered Improvements

3/23/2023

Quantity	Units	Description	Unit Price	Cost	Contractor
STREET IMPROVEMENTS					
<i>Sidewalk</i>					
3,225	SF	4" sidewalk	5.50	\$17,737.50	Cole Concrete LLC
1,165	SF	Sidewalk Grade	1.40	\$1,631.00	Continental Contractors
1,165	SF	Rock Under Sidewalk	2.20	\$2,563.00	Continental Contractors
Sidewalk Total:				\$21,931.50	
<i>Curb</i>					
296	LF	24" Type B (Curb and gutter/Handset)	45.00	\$13,320.00	Cole Concrete LLC
296	LF	Rock Under Curb	3.25	\$962.00	Continental Contractors
296	LF	Curb Grade	3.30	\$976.80	Continental Contractors
Curb Total:				\$15,258.80	
<i>Street</i>					
1	LS	Subgrade/Mass Grade	27,450.00	\$27,450.00	Continental Contractors
1	LS	Mobilization	9,804.00	\$9,804.00	Continental Contractors
2	EA	8" Approach	5,950.00	\$11,900.00	Cole Concrete LLC
1,027	SF	Approach Subgrade	0.72	\$739.44	Continental Contractors
1,027	SF	Approach Rock	1.15	\$1,181.05	Continental Contractors
59,410	SF	Fine Grade	0.41	\$24,358.10	Continental Contractors
1	LS	Paving Mobilization	1,400.00	\$1,400.00	Black Diamond Asphalt Paving LLC
6,800	SF	Paving Summit (5" on 7")	4.00	\$27,200.00	Black Diamond Asphalt Paving LLC
6,800	SF	Grade 7" CSTC (Summit)	2.90	\$19,720.00	Black Diamond Asphalt Paving LLC
8,820	SY	Paving Alley (3" on 6")	2.40	\$21,168.00	Black Diamond Asphalt Paving LLC
8,820	SF	Grade 6" CSTC (Alley)	1.60	\$14,112.00	Black Diamond Asphalt Paving LLC
4	EA	Street Signs Materials	450.00	\$1,800.00	National Barricade and Sign Co.
4	EA	Street Signs Installation	450.00	\$1,800.00	Continental Contractors
Street Subtotal:				\$162,632.59	
Tax:				\$3,514.86	
Street Total:				\$166,147.45	
<i>Storm</i>					
366	LF	18" Ductile Iron	150.70	\$55,156.20	Continental Contractors
50	LF	12" Ductile Iron	82.60	\$4,130.00	Continental Contractors
2	EA	Type 1 Catch Basin	3,405.60	\$6,811.20	Continental Contractors
1	EA	Storm Manhole	4,347.00	\$4,347.00	Continental Contractors
1	EA	Trash Rack	778.00	\$778.00	Continental Contractors
1	EA	Water Sleeve	4,206.00	\$4,206.00	Continental Contractors
2	EA	Type B Drywell	4,037.00	\$8,074.00	Continental Contractors
2,127	SY	Pond	1.44	\$3,062.88	Continental Contractors
120	CY	Bio Soil	46.44	\$5,572.80	Continental Contractors
Storm Total:				\$92,138.08	
<i>Utilities</i>					
1	EA	Street Lights	2,200.00	\$2,200.00	Avista Corporation
1	LS	Utility trench/crossings	19,151.30	\$19,151.30	Continental Contractors
Utilities Total:				\$21,351.30	
<i>Inspection/Testing</i>					
1	LS	Inspection Fees for Streets	2,359.00	\$2,359.00	City of Spokane
1	LS	Inspection Fees for Storm Sewer	453.00	\$453.00	City of Spokane
1	LS	Compaction Testing/Inspection	1,529.50	\$1,529.50	IMT Material Testing
Inspection/Testing Total:				\$4,341.50	
<i>Survey</i>					
1	LS	Summit centerline Subgrade Staking	750.00	\$750.00	RFK Survey
1	LS	Alley centerline staking	800.00	\$800.00	RFK Survey
1	LS	Curb Staking	1,500.00	\$1,500.00	RFK Survey
1	LS	Storm water staking	750.00	\$750.00	RFK Survey
1	LS	Crossings/Utility Staking	650.00	\$650.00	RFK Survey
Survey Total:				\$4,450.00	
Street Improvements Total:				\$325,618.63	

SEWER IMPROVEMENTS					
<i>Sewer</i>					
308	LF	8" Sewer	94.00	\$28,952.00	Continental Contractors
330	LF	10" Sewer	102.50	\$33,825.00	Continental Contractors
4	EA	54" Manhole	10,194.00	\$40,776.00	Continental Contractors
2	EA	48" Manhole	5,131.00	\$10,262.00	Continental Contractors
2	EA	48" Manhole (Temp)	5,134.00	\$10,268.00	Continental Contractors
12	EA	4" Sewer Service	1,263.00	\$15,156.00	Continental Contractors
12	EA	City of Spokane Sewer Service PL Permit	50.00	\$600.00	Continental Contractors
			Sewer Subtotal:	\$139,839.00	
			Sewer Tax:	\$12,531.51	
			Sewer Total:	\$152,370.51	
<i>Inspection/Testing</i>					
1	LS	Inspection Fees for Sewer	548.00	\$548.00	City of Spokane
1	LS	Compaction Testing/Inspection	1,500.00	\$1,500.00	IMT Material Testing
			Inspection Total:	\$2,048.00	
<i>Survey</i>					
1	LS	Sewer Staking	1,525.00	\$1,525.00	RFK Land Survey
			Survey Total:	\$1,525.00	
			Sewer Improvements Total:	\$155,943.51	
Quantity	Units	Description	Unit Price	Cost	Contractor
WATER IMPROVEMENTS					
<i>Water</i>					
353	LF	12" Water	134.15	\$47,354.95	Continental Contractors
186	LF	8" Water	104.65	\$19,464.90	Continental Contractors
1	LS	Tie In	1,221.00	\$1,221.00	Continental Contractors
1	EA	Fire Hydrants	8,425.25	\$8,425.25	Continental Contractors
3	EA	2" Water Service	2,032.56	\$6,097.68	Continental Contractors
1	EA	2" Irrigation Service	2,032.56	\$2,032.56	Continental Contractors
140	LF	6" Sleeving	20.00	\$2,800.00	Continental Contractors
3	EA	Blow off Assembly	1,970.45	\$5,911.35	Continental Contractors
3	EA	2" Domestic TAP Fees	1,571.27	\$4,713.81	Continental Contractors
1	EA	2" Irrigation TAP Fee	1,571.27	\$1,571.27	Continental Contractors
1	EA	Water Meter Permit	2,972.22	\$2,972.22	Continental Contractors
12	EA	Address Permits	11.00	\$132.00	Continental Contractors
1	LS	Connect and Chlorinate	3,620.00	\$3,620.00	City of Spokane
			Water Subtotal	\$106,316.99	
			Water Tax	8,397.69	
			Water Total:	\$114,714.68	
<i>Inspection/Testing</i>					
1	LS	Inspection Fees for Water	691.00	\$691.00	City of Spokane
1	LS	Compaction Testing/Inspection	1,500.00	\$1,500.00	IMT Material Testing
			Inspection Total:	\$2,191.00	
<i>Survey</i>					
1	LS	Water Staking	750.00	\$1,525.00	RFK Land Survey
			Survey Total:	\$1,525.00	
			Water Improvements Total:	\$118,430.68	
LANDSCAPE IMPROVEMENTS					
<i>Landscaping</i>					
1	LS	Summit Parkway Planter (inc island medians)	15,608.00	\$15,608.00	NW Landscape Contractors
1	LS	Street Trees	4,400.00	\$4,400.00	NW Landscape Contractors
150	LF	6" Irrigation Crossings	20.00	\$3,000.00	Continental Contractors
			Landscaping Subtotal:	\$23,008.00	
			Landscaping Tax:	\$2,070.72	
			Landscaping Improvements Total:	\$25,078.72	
CONSTRUCTION MANAGEMENT					
<i>Construction Management</i>					
1	LS	Management fee: project #G-0407	50,000.00	\$50,000.00	Greenstone Management
			Construction Management Total:	\$50,000.00	
DESIGN,ENGINEERING, PLANNING & PERMITTING					
<i>Design, Engineering, Planning & Permitting</i>					
1	LS	Plan Review	2,285.00	\$2,285.00	City of Spokane
1	LS	Engineering Design Scope & Fee: Project # G-0407	40,000.00	\$40,000.00	Greenstone Management
			Design, Engineering, Planning & Permitting Total:	\$42,285.00	
			CONTINGENCY	5%	\$35,867.83 Market conditions
Total amount requested for reimbursement:				\$753,224.37	

3.10 - Commerce SDG Grant Acceptance

Cerecedes, Jennifer

Sponsor: CM Stratton

CHHS requests permission to received these funds from the Department of Commerce. The majority of these funds have already been allocated through the 5 year awards and the current eviction prevention NOFA. The next round of our HHOS grant which will begin in July of 2024 will encapsulate the balance of these funds through an RFP which will go out in Fall of 2023.

| For Discussion

Attachments

[SDG 6.26.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	CHHS																																																																						
Contact Name	Jenn Cerecedes																																																																						
Contact Email & Phone	jcerecedes@spokanecity.org 509-625-6055																																																																						
Council Sponsor(s)	Karen Stratton																																																																						
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5																																																																						
Agenda Item Name	Commerce SDG Grant Acceptance																																																																						
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS requests permission to received these funds from the Department of Commerce. The majority of these funds have already been allocated through the 5 year awards and the current eviction prevention NOFA. The next round of our HHOS grant which will begin in July of 2024 will encapsulate the balance of these funds through an RFP which will go out in Fall of 2023.</p> <p style="text-align: center;"><u>Attachment B: Budget</u></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: right;"> <thead> <tr> <th style="text-align: left;">Budget</th><th style="text-align: left;">Total</th></tr> </thead> <tbody> <tr><td colspan="2">SDG Standard</td></tr> <tr><td>Admin</td><td>\$211,818</td></tr> <tr><td>Rent</td><td>\$664,781</td></tr> <tr><td>Operations</td><td>\$874,681</td></tr> <tr><td colspan="2">PSH CHF</td></tr> <tr><td>PSH CHF Rent/Fac Support</td><td>\$10,670</td></tr> <tr><td>PSH CHF Operations</td><td>\$351,350</td></tr> <tr><td colspan="2">HEN (SFY 2024)</td></tr> <tr><td>HEN Admin 2024</td><td>\$265,284</td></tr> <tr><td>HEN Rent/Fac Support 2024</td><td>\$1,684,278</td></tr> <tr><td>HEN Operations 2024</td><td>\$1,840,278</td></tr> <tr><td colspan="2">HEN (SFY 2025)</td></tr> <tr><td>HEN Admin 2025</td><td>\$265,284</td></tr> <tr><td>HEN Rent/Fac Support 2025</td><td>\$1,684,228</td></tr> <tr><td>HEN Operations 2025</td><td>\$1,840,278</td></tr> <tr><td colspan="2">Eviction Prevention (SFY 23, 24, and 25)</td></tr> <tr><td>Eviction Prevention Admin</td><td>\$865,099</td></tr> <tr><td>Eviction Prevention Rent</td><td>\$993,000</td></tr> <tr><td>Eviction Prevention Operations</td><td>\$1,604,000</td></tr> <tr><td colspan="2">HEN FCS Bridge (SFY 2024)</td></tr> <tr><td>HEN FCS Bridge Admin 2024</td><td>\$15,072</td></tr> <tr><td>HEN FCS Bridge Rent 2024</td><td>\$95,692</td></tr> <tr><td>HEN FCS Bridge Operations 2024</td><td>\$104,558</td></tr> <tr><td colspan="2">HEN FCS Bridge (SFY 2025)</td></tr> <tr><td>HEN FCS Bridge Admin 2025</td><td>\$15,072</td></tr> <tr><td>HEN FCS Bridge Rent 2025</td><td>\$95,692</td></tr> <tr><td>HEN FCS Bridge Operations 2025</td><td>\$104,558</td></tr> <tr><td colspan="2">Inflation Increase (SFY 2024 and SFY 2025)</td></tr> <tr><td>Inflation Increase 2024</td><td>\$892,263</td></tr> <tr><td>Inflationary Costs 2025</td><td>\$892,263</td></tr> <tr><td colspan="2">Local Document Recording Fees Support (SFY 2024 and SFY 2025)</td></tr> <tr><td>Local DRF Support 2024</td><td>\$225,394</td></tr> <tr><td>Local DRF Support 2025</td><td>\$225,394</td></tr> <tr> <td>TOTAL</td><td>\$15,820,937</td></tr> </tbody> </table>	Budget	Total	SDG Standard		Admin	\$211,818	Rent	\$664,781	Operations	\$874,681	PSH CHF		PSH CHF Rent/Fac Support	\$10,670	PSH CHF Operations	\$351,350	HEN (SFY 2024)		HEN Admin 2024	\$265,284	HEN Rent/Fac Support 2024	\$1,684,278	HEN Operations 2024	\$1,840,278	HEN (SFY 2025)		HEN Admin 2025	\$265,284	HEN Rent/Fac Support 2025	\$1,684,228	HEN Operations 2025	\$1,840,278	Eviction Prevention (SFY 23, 24, and 25)		Eviction Prevention Admin	\$865,099	Eviction Prevention Rent	\$993,000	Eviction Prevention Operations	\$1,604,000	HEN FCS Bridge (SFY 2024)		HEN FCS Bridge Admin 2024	\$15,072	HEN FCS Bridge Rent 2024	\$95,692	HEN FCS Bridge Operations 2024	\$104,558	HEN FCS Bridge (SFY 2025)		HEN FCS Bridge Admin 2025	\$15,072	HEN FCS Bridge Rent 2025	\$95,692	HEN FCS Bridge Operations 2025	\$104,558	Inflation Increase (SFY 2024 and SFY 2025)		Inflation Increase 2024	\$892,263	Inflationary Costs 2025	\$892,263	Local Document Recording Fees Support (SFY 2024 and SFY 2025)		Local DRF Support 2024	\$225,394	Local DRF Support 2025	\$225,394	TOTAL	\$15,820,937
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Proposed Council Action	Accept \$15,820,937 from the department of Commerce for the next 2-year cycle.																																																																						
Fiscal Impact Total Cost: <u>\$15,820,937</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring																																																																							

<p>Specify funding source: Washington State Department of Commerce System Demonstration Grant</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) These funds generate a large portion of our match for our CoC projects</p>
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities? These funds will support homeless and at risk households</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? CMIS will be used to collect, analyze and report on data.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS</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? These funds align with the 5 year strategy to end homelessness.</p>

3.11

3.11 - Northeast Community Center Association Triplex Project Funding Change Request

Culton, Richard

Funding for the Northeast Community Center Association Triplex project was approved by the Affordable Housing Committee on 02/14/2023, by the CHHS Board on 03/01/2023, and by City Council on 03/27/2023. It was initially funded with CDBG funds as a rehabilitation project. A site review conducted as part of the contracting process for the project revealed that while part of the project is rehabilitation, the rest of the project is new construction. New construction is not eligible for CDBG funding. CHHS is requesting approval to change the funding source from CDBG to 1590 funds. Under 1590 funding rules, rehabilitation and new construction are eligible activities.

| For Information

Attachments

[NECCA Tri-Plex Project Full Contract.pdf](#)

AGREEMENT BETWEEN**CITY OF SPOKANE ("CITY") AND NORTHEAST COMMUNITY CENTER ASSOCIATION ("GRANTEE")
IN CONJUNCTION WITH 1590 SALES AND USE TAX REVENUE**

1. Grantee NORTHEAST COMMUNITY CENTER ASSOCIATION 4001 N COOK STREET SPOKANE, WA 99207		2. Contract Amount \$300,000.00		3. Tax ID 91-1196071	
				4. UEI# LWUWRGJNL4A5	
5. Grantee's Program Representative DAVE RICHARDSON 4001 N COOK STREET SPOKANE, WA 99207 509-487-1603, EXT 215 DRICHARDSON@NECOMMUNITYCENTER.COM			6. City's Program Representative HEATHER PAGE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3342 509-625-6578 HPAGE@SPOKANECITY.ORG		
7. Grantee's Contract Representative NIC BOWCUT 4001 N COOK STREET SPOKANE, WA 99207 509-487-1603, EXT 217 NBOWCUT@NECOMMUNITYCENTER.COM			8. City's Contract Representative HEATHER PAGE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3342 509-625-6578 HPAGE@SPOKANECITY.ORG		
9. Grantee's Financial Representative ROSEL AMOR 4001 N COOK STREET SPOKANE, WA 99207 509-487-1603, EXT 204 RAMOR@NECOMMUNITYCENTER.COM			10. City of Spokane Internal Items NECCA TRI-PLEX PROJECT 15770		
11. Grantor Award # N/A		12. Start Date 7/1/2023		13. End Date 6/30/2024	
14. Federal Funds N/A		CFDA # N/A	Federal Agency N/A	Program Title NECCA Tri-Plex Project	
15. Total Federal Award N/A	16. Federal Award Date N/A		17. Research & Development? NO		18. Indirect Cost Rate N/A
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE

CONTRACT

Title: Northeast Community Center Association, Tri-Plex Project 1590 Funds

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **NORTHEAST COMMUNITY CENTER ASSOCIATION**, whose address is 4001 N COOK STREET, SPOKANE, WA as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through RFP as approved by Spokane City Council on March 27, 2023 (OPR 2023-0351);

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated December 27, 2022. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin 07/01/2023 and shall run through 06/30/2024, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **three hundred thousand dollars (\$300,000.00)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES, as well as in accordance with the program performance requirements outlined in ATTACHMENT B-SCOPE OF SERVICES as applicable. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the

reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

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

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

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

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce

requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. 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.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. 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. ATTACHMENT A.

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. NONDISCRIMINATION. 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 Contract 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. The Company 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 Company.

19. 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 Company 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 Company 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records **may** include and show compliance with the following as applicable, but not be limited to:

- a. Program participant records, housing standards and services provided.
- b. Conflict of interest and confidentiality requirements.
- c. Records documenting compliance with housing standards and Fair Housing.
- d. Program participants annual income, and
- e. Other records necessary to properly and thoroughly document Program compliance as described in ATTACHMENT D - PROGRAM REGULATIONS

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years **or as determined by ATTACHMENT D - PROGRAM REGULATIONS** The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.

- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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 CITY 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 CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
 - ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, 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, City will give Company notice and 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. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

**NORTHEAST COMMUNITY
CENTER ASSOCIATION**

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 Agreement:

- Attachment A – Debarment and Suspension
- Attachment B – Scope of Services
- Attachment C – Performance
- Attachment D – Program Regulations

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 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 this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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 certified, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes ☐ If yes, answer question 2 below.

No ☐ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. SCOPE OF WORK AND APPROVED ACTIVITIES

The GRANTEE will be responsible for administering the Northeast Community Center Association (NECCA) Tri-Plex Project ("Program") in a manner satisfactory to the CITY, and in accordance with SMC 08.07B, SMC 08.07C, RCW 82.14.530, RCW 82.14.460, and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY". Such Program will include the following activities eligible under RCW 82.14.530 AND/OR RCW 82.14.460: One 2-bedroom rental unit will be rehabilitated and rented to households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations. Three new construction, 1-bedroom units, will be built and rented to households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations. All of the units must meet State and City building codes. The units will be inspected by CHHS staff following completion of construction/rehabilitation and prior to lease up of the units. The project will be completed by May 1, 2024. All units will be fully occupied by May 31, 2024.

B. PERFORMANCE MEASURES

Measure	Target
Rehabilitate one 2-bedroom unit for households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations.	5/1/2024
New construction - build three 1-bedroom apartments for households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations.	5/1/2024
Fully rent all four units to eligible households. See Participant Populations in Attachment D	6/30/2024

C. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. BUDGET

Category	Amount
New Construction and Contingency	\$210,172.00
Rehabilitation and Contingency	\$63,000.00
Taxes	\$26,828.00
Total	\$300,000.00

All requests for reimbursement must include documentation as described in the "Documentation Required for Billing Forms" instructions. Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

Attachment C
Quarterly Performance Report

Performance reports are due to the City at the end of each quarter. Failure to produce a performance report will result in reimbursement of expenses being held until the quarterly performance report is received and processed by the City's contract staff.

Date:	
Agency:	
Contact Person:	
Email:	
Phone:	
OPR:	

In your quarterly performance reports, please describe progress on the rehabilitation of the 2-bedroom unit, and new construction of the three 1-bedroom units. What is the percentage of the project completed? Describe the progress made since the last quarterly performance report. As units are rented, provide income verification for tenants demonstrating that they earn 60% or less AMI and meet the definition of one of the participant populations. If any of the Minimum Performance Standards were not met in the current quarter, please explain why and how these deficiencies will be addressed moving forward.

--

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

1. RECORD RETENTION

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at **least six (6) years per RCW 40.14.060**. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

2. PARTICIPANT POPULATIONS

The GRANTEE will ensure, and document that the affordable housing and services provided under this agreement are only provided to persons within the following population groups whose income is at or below sixty percent of the area median income:

1. Persons with behavioral health disabilities;
2. Veterans;
3. Senior citizens;
4. Persons who are homeless or at-risk of being homeless, including families with children; Unaccompanied homeless youth or young adults; Persons with disabilities; or Domestic violence survivors.

RCW 82.14.530

3. ELIGIBLE ACTIVITIES

This award may only be used in accordance with SMC 08.070B.020, and SMC 08.070C.030.

3.12 - ARPA Subarea Planning Update

Gardner, Spencer

In 2022 City Council allocated money from American Rescue Plan funds received by the City for purposes of subarea planning. Council and the Administration identified three locations for subarea planning efforts: Northeast, East Central, and West Central. This time will be used to update Council on the progress of those plans. One particular item for discussion will be the proposed use of approximately \$70,000 of the subarea planning funds to update standards for multifamily housing, particularly applicable design standards.

| For Discussion

Attachments

[UE_230710_Gardner.docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Planning and Economic Development
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	ARPA Subarea Planning Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2022 City Council allocated money from American Rescue Plan funds received by the City for purposes of subarea planning. Council and the Administration identified three locations for subarea planning efforts: Northeast, East Central, and West Central. This time will be used to update Council on the progress of those plans. One particular item for discussion will be the proposed use of approximately \$70,000 of the subarea planning funds to update standards for multifamily housing, particularly applicable design standards.
Proposed Council Action	None
Fiscal Impact Total Cost: <u>N/A</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 allocated in 2022 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts N/A, work has already been programmed	
What impacts would the proposal have on historically excluded communities? The subarea plans are focused on areas that have traditionally suffered from a lack of investment and are at elevated risk of displacement.	
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?	

The Comprehensive Plan calls for subarea plans to address planning issues in targeted areas. These plans will focus on specific neighborhoods selected by Council and the Administration.

3.13 - Transportation Grant Opportunity - TIB

Picanco, Kevin

Council Sponsor: CM Stratton

The State's Transportation Improvement Board (TIB) recently released their annual call for projects. Applications are due Aug. 11th. Potential projects will be discussed at committee.

| For Discussion

Attachments

[Briefing Paper - Transp Grant - TIB - UrbanExp 071023.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works – Integrated Capital Management
Contact Name	Kevin Picanco
Contact Email & Phone	kpicanco@spokanecity.org ; 625-6088
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 -10 mins
Agenda Item Name	Grant Opportunity – SRTC Street Preservation Call for Projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background/History:</u> The Washington Transportation Improvement Board (TIB) recently released their annual call for projects.</p> <p><u>Programs Focus and Details:</u> The TIB has several grant programs that the City is eligible for including the Urban Arterial Program (UAP).</p> <p>Grant applications submitted to TIB's UAP are evaluated and considered under one of four categories: 1) Mobility, 2) Safety, 3) Physical Condition (Maintenance/Preservation projects) or 4) Support for Growth/Development.</p> <p>A list of potential projects will be provided at the Urban Experience meeting.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> For the TIB programs, applications are due August 11th. \$9.0M is available through the UAP grant for our region, with a maximum grant award of approximately \$3M. Grant awards will be made by the TIB on December 1, 2023.
Proposed Council Action	For information and discussion only.
Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: REET2 or Arterial Street Levy for grant matching funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to</i>	

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.

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?

Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in scoring process for this program.

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

Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.

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?

Potential projects submitted for application comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan.

3.14 - Responsible Bidder Program

Wright, Christopher

Resolution requesting the administration study the feasibility of establishing a "responsible bidder" program for City public works.

| For Discussion

Attachments

[BP - Responsible Bidder Program \(v2 07-07-23\)\(Final\).docx](#)

[RES- Public Works Roster \(v3 07-07-23\)\(Clean\).docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	BP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Responsible Bidder Program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The is a resolution requesting the Mayor assign relevant departments to work with Council to create a process for developing a “Responsible Bidder Roster” for large city projects, with a goal of having a proposal for council consideration by October 1, 2023 and a program implemented by January 1, 2024.</p> <p>The City’s public works projects are governed by RCW 39.04, which includes a requirement that bidders for all local projects meet certain requirements to be determined a “responsible bidder” and thus qualified to be awarded a public works contract. State law includes an option for local governments to maintain a “small works roster” of eligible contractors for certain types of projects and services, and to award public works contracts to firms or individuals on the small works roster without the same public bidding requirements.</p> <p>Various provisions in the municipal code also regulate the procurement of goods, services and works for the benefit of the City, which provisions are codified in chapter 07.06 of the SMC and include additional criteria for a bidder or contractor to be awarded a public works contracts by the City, and further defines the criteria to be a “responsible bidder” for public works contracts awarded by the City. The City also has a “small works roster” option for public works contracts under the amount of \$300,000.</p> <p>This resolution asks the Mayor assign staff to develop a process for creating a “responsible bidder roster” for larger public works contracts for the City, which roster would simplify the public bidding process, expedite review of bids for public works projects, and ensure that all bidders satisfy the responsible bidder criteria set forth on both state law and the Spokane Municipal Code.</p>
Proposed Council Action	Resolution / Council Legislative Session July 13
Fiscal Impact Total Cost: <u>Unknown</u> 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 type="checkbox"/> Recurring Specify funding source: Opioid settlement funds	

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Impacts would result in an indirect benefit to historically excluded communities. The program, if adopted, could encourage awarding of large-scale City public works projects to contractors whose hiring and benefits practices meet specified diversity and equity goals.

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?

Unknown at this time.

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

To be identified as part of the study and creation of program.

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?

City procurement policies as expressed Spokane Municipal Code 07.06 outline current responsible bidder provisions, including the current "Small Works Roster." The idea is to expand the pre-qualification mechanism concept in the Small Works Roster under current code and use it to encourage bidding from responsible bidders for large contracts.

RESOLUTION NO. 2023-_____

A resolution requesting the review of Spokane's procurement provisions relating to public works and study of the feasibility of creating of a responsible bidder roster for City public works projects.

WHEREAS, Chapter 39.04 of the Revised Code of Washington regulates the manner in which local governments may award contracts relating to public works; and

WHEREAS, RCW 39.04.350 requires that before an award of a public works contract, bidders must meet certain requirements to be determined a "responsible bidder" and thus qualified to be awarded a public works contract; and

WHEREAS, RCW 39.04.155 provides an option for local governments to maintain a "small works roster" of eligible contractors for certain types of projects and services, and to award public works contracts to firms or individuals on the small works roster without the same public bidding requirements; and

WHEREAS, consistent with state law, the City of Spokane has enacted various provisions which regulate the procurement of goods, services and works for the benefit of the City, which provisions are codified in chapter 07.06 of the Spokane Municipal Code; and

WHEREAS, consistent with state law, Chapter 07.06 of the Spokane Municipal Code includes additional criteria for a bidder or contractor to be awarded a public works contracts by the City, and further defines the criteria to be a "responsible bidder" for public works contracts awarded by the City; and

WHEREAS, consistent with state law, Chapter 07.06 of the Spokane Municipal Code includes provisions for creation and maintenance of a "small works roster" that allow for simplified award of public works contracts under the amount of \$300,000 to firms or individuals on a small works roster; and

WHEREAS, during its 2023 legislative session, the Washington Legislature enacted Second Substitute Senate Bill 5268 (the "Act"), which law modifies RCW 39.04 with respect to awards of public works contracts by local governments and becomes effective on July 1, 2024; and

WHEREAS, the City desires to create a "responsible bidder roster" for larger public works contracts for the City, which roster would simplify the public bidding process,

expedite review of bids for public works projects, and ensure that all bidders satisfy the responsible bidder criteria set forth on both state law and the Spokane Municipal Code; and

WHEREAS, the City desires to implement a program to create and maintain a “responsible bidder roster” no later than January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Mayor is requested to direct the City’s Purchasing Director, the director of the City’s Public Works Department, and other departments of the City with expertise in procurement of goods and services along with interested City Council Members, to design and propose procedures for creating a “responsible bidder roster” for public works projects of the City of Spokane, with a goal of creating and implementing such a program by January 1, 2024; and

BE IT FURTHER RESOLVED BY THE CITY that the City departments include the following when creating a responsible bidder roster” for public works projects:

- Opportunities and limitations under state law, including the Act, for creating and implementing a “responsible bidder roster” for public works projects for the City,
- Necessary revisions to the Spokane Municipal Code for creation and implementation of a “responsible bidder roster,”
- Additional criteria for prospective bidders to be listed on a “responsible bidder roster,” including whether such bidders provide full family healthcare for all their workers, provide a multi-employer retirement plan, participate in certified apprenticeship programs, provide preferences for bidders hiring veterans, and who seek to recruit and retain a diverse workforce, and
- A scoring system for awards of public works projects that authorizes additional “points” or other credits to a general contractor (or subcontractor) whose bid includes subcontractors on the responsible bidder roster; and
- Such other requirements as may be necessary to efficiently and effectively maintain a responsible bidder roster.

BE IT FURTHER RESOLVED BY THE CITY that the City present to the City Council a proposal for creating and implementing a responsible bidder roster, including proposed changes to the Spokane Municipal Code, no later than October 1, 2023.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.15

10 min

3.15 - CDBG Funding for Community Centers

kferraro@westcentralcc.org

Discussion of CDBG funding process for community centers

| For Discussion

4 - Consent Items

4.1

4.1 - 5500 Master Value Blanket Aggregate Materials with Action Materials

Rinderle, Rick

Bid ITB 5901-23 for Purchase of New and Recycled Aggregate Materials, to include the Recycling of, was opened on 6/12/2023. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.

| For Information

Attachments

[Briefing Paper Action Materials.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	PURCHASING
Contact Name	RICK RINDERLE
Contact Email & Phone	RRINDERLE@SPOKANECITY.ORG 509 625 6527
Council Sponsor(s)	Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Master VB with Action Materials
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Bid ITB 5901-23 for Purchase of New and Recycled Aggregate Materials, to include the Recycling of, was opened on 6/12/2023. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact- Master Value Blanket Order to be set up for use by multiple City departments.</p> <p>Action- Recommended approval for \$800,000 and applicable tax (\$160,000 annually and applicable tax), which will be effective upon award and shall terminate five years from award date. The contract period is for a five year period, not to exceed five years.</p> <p>Funding- Funding is available in the affected department's budgets.</p>
Proposed Council Action	Approve Master Value Blanket
Fiscal Impact Total Cost: <u>\$800,000 (\$160,000 annually) plus applicable tax</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: Click or tap here to enter text. 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	
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 would not be collected	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A review of aggregates purchased, by Departments, throughout the five year period, could be conducted to assist in determining future contracting requirements.	
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? Aggregates are required by various city departments to maintain infrastructures that they are responsible for.	

4.2

4.2 - 5500 Master Value Blanket Aggregate Materials with Wm. Winkler Company

Rinderle, Rick

Bid ITB 5901-23 for Purchase of New and Recycled Aggregate Materials, to include the Recycling of, was opened on 6/12/2023. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.

| For Information

Attachments

[Briefing Paper Wm. Winkler Company.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	PURCHASING
Contact Name	RICK RINDERLE
Contact Email & Phone	RRINDERLE@SPOKANECITY.ORG 509 625 6527
Council Sponsor(s)	Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Master VB with Wm. Winkler Company
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Bid ITB 5901-23 for Purchase of New and Recycled Aggregate Materials, to include the Recycling of, was opened on 6/12/2023. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact- Master Value Blanket Order to be set up for use by multiple City departments.</p> <p>Action- Recommended approval for \$800,000 and applicable tax (\$160,000 annually and applicable tax), which will be effective upon award and shall terminate five years from award date. The contract period is for a five year period, not to exceed five years.</p> <p>Funding- Funding is available in the affected department's budgets.</p>
Proposed Council Action	APPROVE MASTER VALUE BLANKET
Fiscal Impact Total Cost: <u>\$800,000 (\$160,000 annually) plus applicable tax</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: Click or tap here to enter text. 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	
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 would not be collected	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A review of aggregates purchased, by Departments, throughout the five year period, could be conducted to assist in determining future contracting requirements.	
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? Aggregates are required by various city departments to maintain infrastructures that they are responsible for.	

4.3

4.3 - 907 E Indiana MFTE Conditional Agreement *Stripes, Teri, Beck, Amanda*

Sponsors: CMs Cathcart & Bingle

One conditional agreement for a project located at 907 E Indiana constructing 4 units, seeking an 8-year property tax exemption

| For Information

Attachments

[907 E Indiana Briefing.docx](#)

[907 E Indiana MFTE Conditional Agreement.docx](#)



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Jonathan Bingle, Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>MFTE - 907 E Indiana</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>8-year Market Rate Exemption</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - 907 E Indiana</u> at the July 24th, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>4 units</u>, at <u>907 E INDIANA AVE SPOKANE, WA</u></p> <ul style="list-style-type: none">Property is zoned <u>CC1-DC</u> and the proposed use is allowed.Estimated Construction Costs: <u>599627.70</u>Located in the <u>Logan</u> neighborhood.
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.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

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

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

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

Comprehensive Plan Economic Development Policies:

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



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and LTR REAL ESTATE INVESTMENTS, LLC, as “Owner/Taxpayer” whose business address is 902 W GARLAND AVE SPOKANE, WA 99205.

WITNESSETH:

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:

HEATHS 5TH LT 12, BLK 24, EXC THE S 7.5FT THEREOF FOR RD

Assessor’s Parcel Number(s) **35084.2411**,

commonly known as

907 E INDIANA AVE SPOKANE, WA.

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 **8-year Market Rate Exemption**. as defined in SMC 08.15.090.

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

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

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

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

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

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

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

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City’s Planning and Economic Development Department, which will require the following:

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

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

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

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

7. The City agrees, conditioned on the Owner/Taxpayer’s successful completion of

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

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

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

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

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

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE
LLC

By:

Mayor, Nadine Woodward

Attest:

City Clerk

LTR REAL ESTATE INVESTMENTS,

By:

Its:

Approved as to form:

Assistant City Attorney

4.4

4.4 - Outside Counsel Contract Amendment

Smithson, Lynden

This amendment will increase the contract with Summit Law Group for Bacon v. City of Spokane by \$40,000 for a total contract amount of \$195,000. Sponsor: CM Stratton

| For Information

Attachments

[Agenda Sheet for Contract Amendment - Bacon 6.20.23.docx](#)

[23-122 Summit Law Group Amendment Bacon OPR 2021-0722.docx](#)

Committee Agenda Sheet

Urban Experience Committee Meeting

Submitting Department	Interim City Attorney
Contact Name & Phone	Lynden P. Smithson, 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0500 Outside Counsel Contract Amendment
Summary (Background)	<p>The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers.</p> <p>This matter is currently before the Court of Appeals and is being set for oral argument.</p> <p>This amendment will increase the contract by \$40,000 for a total contract amount of \$195,000</p>
Proposed Council Action & Date:	Committee review on July 10, 2023 with Council Approval on July 24, 2023
Fiscal Impact: Total Cost: <u>\$40,000.00</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: City Risk Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on May 1, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$195,000.00)**.

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

SUMMIT LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

22-165

4.5

4.5 - SFD CFSH Purchase

Dahl, Lance

Spokane Fire Department Children's Fire Safety House Purchase

| For Information

Attachments

[Urban Experience CFSH Purchase 06.2023.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fire
Contact Name	Lance Dahl, Fire Marshal
Contact Email & Phone	ldahl@spokanecity.org/ (509) 625-7040
Council Sponsor(s)	CM Cathcart & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 min.
Agenda Item Name	Children's Fire Safety House Purchase
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The CFSH is the primary tool for delivering essential fire and life safety education to elementary students across the City of Spokane, and since November 1992, over 54,204 kids from 46 public & private elementary schools in Spokane have completed the curriculum. This is the culmination of many years of work to fund and build a new Children's Fire Safety house. The council supported this effort last fall with the approval of ARPA funds under ORD C36327 to procure a new Children's Fire Safety House.</p> <p>A request for quotes (RFQ# 5890-23) was submitted with a due date of June 15, 2023 and Tiny Idahomes LLC was the low bid winner.</p>
Proposed Council Action	Approve purchase order
Fiscal Impact Total Cost: <u>Not to exceed \$125,000</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 funds set aside via ORD C36327 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A as the Safety house visits all schools in the City during a two-year cycle.	
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 analyzed within the department that maintains the capital cost or expense.	
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 the department that maintains the capital cost or expense and analyze the results to make sure the benefit of the expense is the best solution.	

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

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on August 14th, 2023.