

Urban Experience Committee
Agenda for 1:15 p.m. Monday, November 13, 2023

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on November 13, 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 mlovmaster@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 - 13 November 2023

1 **Call to Order**

2 **Approval of Minutes**

3 **Discussion Items**

3.1 **Office of Civil Rights, Equity, and Inclusion Update**

10 min
Haynes, Jerrall

3.2 **Monthly Permit Report**

5 min
MacDonald, Steven

3.3 **RES Appointing Pro-Con Committee for Library Levy**

5 min
Byrd, Giacobbe

3.4 **RES Appointing Pro-Con Committee for Parks Levy**

5 min
Byrd, Giacobbe

3.5 **Hearing Examiner Appointment RES**

5 min
Byrd, Giacobbe

3.6 **GU Housing Rezone - Zoning Map Change**

5 min
Schmidt, Tavis

4 **Consent Items**

4.1	Three MFTE Conditional Agreements <i>Beck, Amanda</i>
4.2	Waste to Energy Lease Amendment #9 - Rent Adjustment <i>Steele, David</i>
4.3	Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement <i>Steele, David</i>
4.4	Water Department Main Office Rebuild – A&E Consulting Agreement <i>Steele, David</i>
4.5	Contract with Habitat for Humanity for WQTIF Funds <i>Freibott, Kevin</i>
4.6	HUD 2023 HOME Funding Allocation <i>Page, Heather</i>
4.7	Contract amendment for SNAP through June 30, 2024 <i>Jeffers, Christy</i>
4.8	Council Sponsor Cathcart: WASPC Traffic Equipment Grant Application <i>Fuller, Teresa</i>
5	Executive Session
6	Adjournment
7	Next Meeting

Table of contents

11/13/2023 01:15 PM - 03:15 PM

1 - Call to Order	8
<hr/>	
2 - Approval of Minutes	9
<hr/>	
Attachments	
Urban Experience Committee Minutes 10-09-23	10
3 - Discussion Items	11
<hr/>	
3.1 - Office of Civil Rights, Equity, and Inclusion Update	12
<hr/>	
3.2 - Monthly Permit Report	13
<hr/>	
Attachments	
Briefing Paper UE 231113	14
3.3 - RES Appointing Pro-Con Committee for Library Levy	15
<hr/>	
Attachments	
Briefing Paper Library For and Against Comm	16
Reso Re For - Against Comm - Library Levy	17
3.4 - RES Appointing Pro-Con Committee for Parks Levy	19
<hr/>	
Attachments	
Briefing Paper Parks For and Against Comm	20
Reso Re For - Against Comm - Parks Levy	21
3.5 - Hearing Examiner Appointment RES	23
<hr/>	
Attachments	
Breifing Paper on Hearing Examiner Appointment	24
Hearing Examiner Appointment RES	26
3.6 - GU Housing Rezone - Zoning Map Change	28
<hr/>	
Attachments	
_Briefing Paper _GU Housing Rezone	29
Agenda Processing Form_GU Housing Rezone	31
Ordinance - GU Housing Rezone	33
Z230150REZN Decision Final 070723	35
4 - Consent Items	43
<hr/>	

4.1 - Three MFTE Conditional Agreements 44

Attachments

Conditional Agreement - Sinto Multifamily	45
Conditional Agreement - West Cora	51
UE Briefing Paper - Sinto Multifamily	57
UE Briefing Paper - West Cora	61
Conditional Agreement - Thrive Multifamily	65
UE Briefing Paper - Thrive Multifamily	71

4.2 - Waste to Energy Lease Amendment #9 - Rent Adjustment 75

Attachments

Committee Briefing Paper - WTE Land Lease Rate Amendment	76
--	----

4.3 - Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement 78

Attachments

Committee Briefing Paper - Water Department Upriver Dam Interior Office Re~	79
---	----

4.4 - Water Department Main Office Rebuild – A&E Consulting Agreement 81

Attachments

Committee Briefing Paper - Water Department Main Office Rebuild - AE	82
--	----

4.5 - Contract with Habitat for Humanity for WQTIF Funds 84

Attachments

UE Briefing Paper - Habitat Contract for TIF Funds	85
--	----

4.6 - HUD 2023 HOME Funding Allocation 97

4.7 - Contract amendment for SNAP through June 30, 2024 98

Attachments

SNAP 2024 Contract Amendment Briefing Paper	99
Expenditure Control Form - Home Repair programs 2024 amendment	102

4.8 - Council Sponsor Cathcart: WASPC Traffic Equipment Grant Application 104

Attachments

Briefing Paper - WASPC Traffic Equipment Grant Application	105
--	-----

5 - Executive Session 107

6 - Adjournment 108

7 - Next Meeting 109

1 - Call to Order

2 - Approval of Minutes

Approval of October 9th, 2023, meeting minutes

| For Decision

Attachments

[Urban Experience Committee Minutes 10-09-23.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee October 9, 2023

Call to Order: 1:18pm.

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 Kinnear, CM Cathcart, CM Wilkerson, CM Bingle, CM Oelrich

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the July 10th meeting. The motion was seconded by CM Wilkerson. The minutes were approved by a vote of 7-0.

Executive Session

None.

Adjournment

The meeting adjourned at 1:42 p.m.

Prepared by:
Jeff Gunn

Approved by:

Councilmember Karen Stratton
Urban Experience Committee Chair

3 - Discussion Items

3.1

10 min

3.1 - Office of Civil Rights, Equity, and Inclusion
Update

Haynes, Jerrall

An update on the OCREI from Jerrall Haynes.

3.2 - Monthly Permit Report

MacDonald, Steven

DSC's monthly permit report, covering permit date through October 31, 2023

| For Discussion

Attachments

[Briefing Paper UE 231113.docx](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Monday, November 13, 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) – November 13, 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	

3.3 - RES Appointing Pro-Con Committee for Library Levy

Byrd, Giacobbe

Council Sponsors: CP Kinnear and CM Cathacart

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027.

| For Discussion

Attachments

[Briefing Paper Library For and Against Comm.docx](#)

[Reso Re For - Against Comm - Library Levy.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CP Kinnear and CM Cathcart
Committee Date	11/13/23
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Appointing Pro-Con Committee for Regular Property Tax Levy for Library Operations
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027.
Proposed Council Action	11/20/23
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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	

RESOLUTION NO. 2023 - XXXX

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027.

WHEREAS, the City Council approved Resolution No. 2023-XXX on November 13, 2023, requesting the Spokane County Auditor to hold a special election on February 13, 2024, for the City to submit to the voters a measure proposing a continuation of the increase in the regular property tax levy for Library operations for a three-year period from 2025-2027; and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Measure No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the February 13, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

Measure No. 1 For Committee:

- 1.
- 2.
- 3.

Measure No. 1 Against Committee:

- 1.
- 2.
- 3.

Explanatory Statement for City of Spokane Measure No. 1. – Library Operations Levy

Measure No. 1 submits to the voters a ballot measure proposing a continuation of the increase in the regular property tax levy for Library operations for a three-year period from 2025-2027. This Library operations levy will impose an additional regular property tax levy in the amount of \$0.07 per \$1,000 of 2025 assessed value to be used exclusively for Library operations. Similar levy measures were previously submitted to and approved by the voters in 2013 and 2017 using the same \$0.07 per \$1,000 assessed value tax levy amount. It is anticipated that the levy lid lift will raise approximately \$2,500,000 in 2025, \$2,525,000 in 2026; and \$2,550,250 in 2027 for the Library's operations budget. For a home valued at \$330,000, the Library Operations Levy would add approximately \$23 per year to the property tax. This levy revenue rate has generated approximately 20% of the Library's operations budget.

If the Library Operations Levy is not reauthorized, the loss of revenue will require the Library to modify service levels to offset the loss of revenue.

ADOPTED by the City Council _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.4 - RES Appointing Pro-Con Committee for Parks Levy

Byrd, Giacobbe

Council Sponsors: CP Kinnear and CM Cathcart

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.

| For Discussion

Attachments

[Briefing Paper Parks For and Against Comm.docx](#)

[Reso Re For - Against Comm - Parks Levy.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CP Kinnear and CM Cathcart
Committee Date	11/13/23
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Appointing Pro-Con Committee for Regular Property Tax Levy for Citywide Park Improvements and Safety
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.
Proposed Council Action	11/20/23
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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	

RESOLUTION NO. 2023 - XXXX

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.

WHEREAS, the City Council approved Resolution No. 2023-XXX on November 13, 2023, requesting the Spokane County Auditor to hold a special election on February 13, 2024, for the City to submit to the voters a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025; and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Measure No. 2 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the February 13, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

Measure No. 2 For Committee:

- 1.
- 2.
- 3.

Measure No. 2 Against Committee:

1

- 1.
- 2.
- 3.

Explanatory Statement for City of Spokane Measure No. 2 –Citywide Park Improvement and Safety Levy

Measure No. 2 submits to the voters a ballot measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. This levy will impose an additional regular property tax levy in the amount of \$0.29 per \$1,000 of 2025 assessed value to be used for parks renovation and improvements in neighborhoods citywide including renovating aging parks, playgrounds, restrooms, sport courts, and trailheads; increasing park rangers and maintenance personnel; developing new parks in neighborhoods without parks; adding all-weather sports fields; and protecting natural lands. It is anticipated that the levy lid lift will initially raise approximately \$10.3M annually beginning in 2025. For a median home valued at \$330,000, this levy would add approximately \$96 per year to the property tax. This levy revenue rate will generate approximately 29% of Park's budget.

If the Parks Improvement and Safety Levy is not approved, additional safety and maintenance staff will not be added, and proposed improvements to park facilities and grounds will not be implemented.

ADOPTED by the City Council _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.5 - Hearing Examiner Appointment RES

Byrd, Giacobbe

Council Sponsor: CP Kinnear and CM Cathcart

A Resolution appointing _____ to fill the position of Hearing Examiner for the City of Spokane vacated by Brian McGinn.

| For Discussion

Attachments

[Breifing Paper on Hearing Examiner Appointment.docx](#)

[Hearing Examiner Appointment RES.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	CP Kinnear and CM Cathcart
Committee Date	11/13/23
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Hearing Examiner Appointment RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On Friday, September 22, 2023, Council President Kinnear received a letter from the current Hearing Examiner notifying her that he is resigning his position as the Hearing Examiner for the City of Spokane, effective Friday, December 1, 2023.</p> <p>Pursuant to SMC 2.005.040 D, the City Council is responsible for the appointment and discharge of the Hearing Examiner.</p> <p>The Hearing Examiner position was officially posted on Thursday, October 26, 2023 and was advertised on the City's employment page, City social media accounts, and major job boards, including those on the Association of Washington Cities and Washinton State Association of Municipal Attorneys websites.</p> <p>In the coming weeks, Council President Kinnear and Council President Pro-Tem Cathcart will interview candidates in coordination with an interview panel consisting of representatives from the Hearing Examiner Office, City Legal Department, Spokane Police Department, Planning Department, and Code Enforcement.</p> <p>This resolution will need to be amended to insert the name of the preferred candidate of the Council Sponsors.</p>
Proposed Council Action	11/27/23
Fiscal Impact Total Cost: <u>\$95,546.88 - \$134,237.52 Annually</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: General Fund 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 position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

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 – This position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

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

N/A – This position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

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

N/A – This position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

RESOLUTION NO. 2023-XXXX

A Resolution appointing [REDACTED] to fill the position of Hearing Examiner for the City of Spokane.

WHEREAS, pursuant to SMC 2.005.040 D, the City Council is responsible for the appointment and discharge of the Hearing Examiner; and

WHEREAS, section 9 of the City Charter also provides that the Council has the authority to employ such staff as necessary; and

WHEREAS, the Hearing Examiner, serving in a quasi-judicial capacity, conducts hearings and prepares written decisions on numerous applications and appeals including appeals of land use applications, SEPA determinations, public records request determinations, dangerous dog determinations and other administrative appeals from City departments, applicants, and parties of interest; and

WHEREAS, the Hearing Examiner conducts hearings for various administrative appeals and applications including certain business licenses, utility issues, code enforcement, building official orders, dangerous buildings and abandoned vehicles; and

WHEREAS, the Hearing Examiner issues non-binding legal opinions as part of the City's citizens' initiative process; and

WHEREAS, the Hearing Examiner serves as the hearing officer for the City Police Department on asset drug and felony forfeiture hearings; and

WHEREAS, pursuant to interlocal agreements between the City of Spokane and surrounding jurisdictions, the Hearing Examiner serves as a quasi-judicial officer for the cities of Airway Heights, Cheney, Chewelah, Liberty Lake, Medical Lake, Millwood, Newport, and Spokane Valley, and Spokane County. The City also maintains a contract with Sound Transit of Seattle to conduct its SEPA appeal hearings; and

WHEREAS, on Friday, September 22, 2023, Council President Kinnear received a letter from the current Hearing Examiner notifying her that he is resigning his position as the Hearing Examiner for the City of Spokane, effective Friday, December 1, 2023; and

WHEREAS, the Hearing Examiner position was officially posted on Thursday, October 26, 2023 and was advertised on the City's employment page, City social media accounts, and major job boards, including those on the Association of Washington Cities and Washington State Association of Municipal Attorneys websites; and

WHEREAS, Council President Kinnear and Council President Pro-Tem Cathcart interviewed candidates in coordination with an interview panel consisting of representatives from the Hearing Examiner Office, City Legal Department, Planning Department, Spokane Police Department, and Code Enforcement; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council in compliance with Spokane Municipal Code and the City Charter, elects to appoint to fill the position of Hearing Examiner for the City of Spokane.

BE IT FURTHER RESOLVED that this appointment is effective beginning 12:01 a.m. on Monday, December 4, 2023.

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

City Clerk

Approved as to form:

Assistant City Attorney

3.6 - GU Housing Rezone - Zoning Map Change

Schmidt, Tavis

Sponsors: CP Kinnear, CM Bingle

A rezone request to change the zoning at 802 E Sharp from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023.

| For Discussion

Attachments

[Briefing Paper GU Housing Rezone.docx](#)

[Agenda Processing Form GU Housing Rezone.docx](#)

[Ordinance - GU Housing Rezone.docx](#)

[Z230150REZN Decision Final 070723.pdf](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	Development Services Center
Contact Name & Phone	Tavis Schmidt – 625-6646
Contact Email	tschmidt@spokanecity.org
Council Sponsor(s)	CM Bingle; CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	GU Housing Rezone – Zoning Map Change
Summary (Background)	<p>Site location – 802 E Sharp Ave. (Parcel no. 35171.2601)</p> <p>A rezone request to change the zoning at the above addresses from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023. This rezone changes the allowable uses to be built in this location by removing commercial uses and allowing only residential and institutional uses. It also changes the maximum allowable height of a primary structure from 35ft to 55ft. This rezone was processed as a Type III application with a public hearing held on May 31, 2023.</p> <p>With City Council’s approval, the zoning map will be updated to reflect this change.</p>
Proposed Council Action & Date:	November 2023; as soon as possible following Council Committee Meeting
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?

The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)

Relevant Facts:

In Chapter 3, Land Use, of the City's Comprehensive Plan:

**Goal LU 3 Efficient Land Use states: Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

**Policy LU 1.4 states that higher density residential uses are encouraged closer to Centers and Corridors.*

**Policy LU 3.1 encourages efficient growth and development by focusing growth in areas where adequate services and facilities exist.*

**Policy H 2.4 states that housing should be located in relation to other land uses like employment, transportation, and educational uses.*

**Goal LU 5 Development Character states: promote development in a manner that is attractive, complementary, and compatible with other land uses.*

**Policy LU 5.5 states ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

Staff Discussion: The proposed development is housing for students attending Gonzaga University and is owned by the University. Increasing the height to 55 feet at this site would allow development which is compatible with similar buildings and land uses in the area. The land use designation of institutional is compatible with the proposed development. The area is built out with infrastructure and public facilities in place; also, the site is within one block of the center and corridor of Hamilton Street where retail, places of work and transportation systems are plentiful.

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: November 20, 2023

Submitting Dept: DSC, Code Enforcement & Parking Services Other: [Click here to enter text.](#)

Name of Staff Member Presenting to Council: Tavis Schmidt

Agenda Type: First Reading Ordinance

Agenda Item Name: GU Housing – Zoning Map Change

Agenda Wording (250 Character Max): An Ordinance changing the zone from Context Area 4 (CA4) to Residential High Density 55 (RHD-55) for property located at 802 E Sharp Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

Summary Background (500 Character Limit): A rezone request to change the zoning at the above addresses from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023. This rezone changes the allowable uses to be built in this location by removing commercial uses and allowing only residential and institutional uses. It also changes the maximum allowable height of a primary structure from 35ft to 55ft. This rezone was processed as a Type III application with a public hearing held on May 31, 2023. With City Council's approval, the zoning map will be updated to reflect this change.

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Neutral

If Revenue or Expense: N/A N/A

**** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.**

Council Notifications: Urban Experience Committee - 11/13/23

**** City Council Sponsor:** CP Kinnear, CM Bingle

Any Additional Approvals Required: [Click here to enter text.](#)

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

tschmidt@spokanecity.org, tpalmquist@spokanecity.org, smacdona1d@spokanecity.org

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE
SUBMITTED WITH THE AGENDA ITEM**

ORDINANCE NO. _____

An Ordinance changing the zone from Context Area 4 (CA4) to High Density Residential 55 (RHD-55) for property located at 802 E Sharp Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on this matter on May 31, 2023 on the request of the owner of certain property zoned Context Area 4 (CA4), and generally located at the southeast corner of E. Sharp Ave and N. Cincinnati St. in the City and County of Spokane, State of Washington, and on July 7, 2023, recommended approval of said zone change for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated July 7, 2023, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

SINTO 3RD ADD SUBDIVISION OF BLOCKS F TO J: LOTS 4, 5, & 6 BLK J

in the County of Spokane, State of Washington, with a Residential High Density 55 (RHD-55) Zone.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE HEARING EXAMINER

Re: Application by Gonzaga University for a zone change from Context Area 4 (CA4) to Residential High Density with a height limit of 55 feet (RHD-55).) FINDINGS, CONCLUSIONS, AND DECISION) FILE NO. Z23-150REZN)

SUMMARY OF PROPOSAL AND DECISION

Proposal: The Applicant, Gonzaga University (GU), is requesting a zone change from Context Area 4 (CA4) to Residential High Density with a height limit of 55 feet (RHD-55). This rezone would allow institutional housing to accommodate a new 90-bed residence for student housing on the GU campus. This application is being processed as Type III application.

Decision: The rezone application is approved.

FINDINGS OF FACT BACKGROUND INFORMATION

Applicant/ Gonzaga University
Owner: c/o Ken Sammons
502 E Boone Ave
Spokane WA 99258

Property Location: The subject property is located at 802 E. Sharp Avenue (Parcel No. 35171.2601).

Zoning: The parcels are zoned Context Area 4 (CA4).

Comprehensive Plan Map Designation: The parcels are designated as Institutional in the City of Spokane Comprehensive Plan (CP).

Site Description: The site includes one tax parcel, located at the corner of North Cincinnati Street and East Sharp Avenue. The site is fully developed. There are three existing residential buildings on the site, including a single-family home, a triplex, and an apartment building. The buildings are currently being used for institutional housing and an institutional office. The Applicant plans to demolish the existing buildings to accommodate the new student residence hall. The site is level and is located next to other university uses.

Surrounding Conditions and Uses: The surrounding zoning includes Context Area 4 (CA4) to the north, Context Area 2 (CA2) to the east, Context Area 3 (CA3) to the southeast, and Residential Two-Family to the south and west. The surrounding land uses include Center and Corridor Transition Area to the north, Center and Corridor Area to the east, and Institutional to the south and west.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17G.060T, Land Use Application Tables; SMC 17C.110.215(C), Residential Height Exceptions; and SMC 17G.060.170(C), Decision Criteria for Type III Applications.

Notice of Community Meeting: Mailed: March 17, 2023
Posted: March 17, 2023

Notice of Application/Public Hearing: Mailed: May 12, 2023
Posted: May 12, 2023

Community Meeting: April 3, 2023

Public Hearing Date: May 31, 2023

State Environmental Policy Act (SEPA): A Determination of Nonsignificance (DNS) was issued by the City of Spokane for a previous variance application, on February 1, 2023. See Exhibit 4. Although the variance application was denied, the proposed development was the same. No additional environmental determination is necessary for the current proposal. Any appeal of the DNS was due on February 15, 2023. No appeal was filed.

Testimony:

Tavis Schmidt, Assistant Planner II
City of Spokane Planning & Development
808 West Spokane Falls Boulevard
Spokane, WA 99201

Ken Sammons
Gonzaga University
502 E Boone Ave
Spokane WA 99258
sammons@gonzaga.edu

Greg Byrd
greg@byrdrealestategroup.com

Exhibits:

Staff Report, dated 1/15/23, including the following exhibits:

1. Application Materials, including:
 - General Application, pp.1-2
 - Rezone Application, pp. 3-9
 - Site Plan and Elevations, pp. 10-18
2. Notice of Application & Public Hearing Materials, including:
 - Notice of Application & Public Hearing Instructions, pp. 1-2
 - Notice of Application and Public Hearing, pp. 3-4
 - Noticing Affidavits, pp. 5-10
3. Request for Agency Comments, including comments from:
 - City of Spokane Treasury Department
 - Spokane Tribe of Indians
4. February 1, 2023, DNS for Z22-473VAR
5. December 8, 2022, SEPA checklist for Z22-473VAR
6. Community Meeting materials, including:
 - Community Meeting Instructions, pp. 1-2

- Notice of Community Meeting for April 3, 2023, pp. 3-4
- Noticing Affidavits, pp. 5-8
- Meeting Attendance List, p. 9
- Letter to Neighbors with noticing attachments, pp. 10-13
- Meeting Summary, p. 14
- 7. Staff Presentation

FINDINGS AND CONCLUSIONS

Rezoning is a Type III decision that must satisfy the criteria set forth in SMC Section 17C.060.170. See SMC 17C.060.170(C)(1)-(5); see also Table 17G.060-1 (stating that zone reclassifications are Type III decisions). The Hearing Examiner has reviewed the proposed rezoning and the evidence of record with regard to the application and makes the following findings and conclusions:

1. *The proposal is allowed under the provisions of the land use codes. SMC 17G.060.170(C)(1).*

The Applicant seeks to change the zoning of its property from Context Area 4 (CA4) to Residential High Density with a 55-foot height limit (RHD-55). The land proposed for reclassification is designated as "Institutional" in the CP. See Staff Report, p. 1. The institutional designation includes uses such as "middle and high schools, colleges, universities, and large governmental facilities." See CP, § 3.4, p. 3-40. College and university campuses, which are institutional in nature, commonly include residential uses of various intensity, from single-family uses to apartments or dormitories.

Both the existing zoning, CA4, and the proposed zoning, RHD-55, are consistent with the Institutional designation of the site. Residential uses are generally allowed in the CA4 zone. See Figure 17C.123.040-F. However, the roof height in this zone is limited to 35 feet. See *id.* The Applicant seeks a rezoning, in material part, to increase the height of the planned residential structure. See Exhibit 1, p. 4. The Applicant plans to construct a 3-story, 90-bed residence hall, very similar in size and height to Twohy Residence Hall, located on university land adjacent and to the south. *Testimony of K. Sammons.* The proposed residence hall will have a 35-foot eave height and a 50-foot ridge line on a pitched roof. See Exhibit 1, p. 4.

The RHD zone permits Institutional uses, including Schools, Colleges, and Religious Institutions. See Table 17C.110-1, Residential Zone Primary Uses. Residential Household Living is also permitted outright in the RHD zone. See *id.* This includes multi-dwelling structures, such as a student residence hall. See Table 17C.110-2, Residential Housing Types Allowed. The maximum height in the RHD zone is 35 feet. See Table 17C.110-3. However, the maximum height in the RHD can be increased through the rezoning process. See SMC 17C.110.215(C)(1) ("Changes to the height limits in the RMF and RHD zones require a rezoning."). The height limits available include 35 feet, 40 feet, 55 feet, 70 feet, or 100 feet, depending on location. See *id.* The Applicant is proposing a rezoning to RHD, with a 55-foot height limit, i.e. RHD-55.

At the hearing, the Hearing Examiner raised the question as to whether the proposed rezoning would also require a CP amendment. Such a legislative action would be required, pursuant to the Growth Management Act, if the proposed rezoning was not authorized by the existing CP. See RCW 36.70A.130. Initially, the Hearing Examiner had some doubts about this question, because the CP does not enumerate the implementing zones for the Institutional category. Ultimately,

however, the Hearing Examiner agrees with the Staff and the Applicant that the proposal is properly considered as a site-specific rezone, which does not require an amendment to the CP.

The municipal code provides that a “proposal for a site-specific rezone that would implement the CP and land use map (and, therefore, does not require plan modification) is quasi-judicial and may be considered at any time, subject to the procedures set forth in chapter 17G.060 SMC.” See SMC 17G.020.020; see also RCW 36.70B.020(4) (confirming that a site-specific rezone, authorized by the CP, requires only a project permit application). The Staff confirmed that the proposed rezone is consistent with the Institutional designation of the site. See Staff Report, p. 4; *Testimony of T. Schmidt*. The Hearing Examiner agrees. As previously discussed, the CP provides that colleges and universities are among the “Institutional” uses contemplated by the plan. In addition, colleges and multi-dwelling housing are among the permitted uses in the RHD zone. The proposed zoning classification will facilitate the construction of a new student residence hall, a use that is typical on a college campus. In short, an RHD-55 classification clearly fits the Institutional designation of the site.

The Hearing Examiner concludes that the proposal is consistent with the Institutional designation of the site. As a result, the proposal to rezone the site from CA4 to RHD-55 is allowed under the land use codes. This criterion is met.

2. *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2).*

Staff have identified several CP Goals and Policies that support this application. See Staff Report, p. 3. For example, Goal LU 3, Efficient Land Use, promotes the efficient use of land through concentrating residential density in proximity to retail businesses, public services, places of work, and transportation systems. See CP, p. 3-17. Policy LU 1.4 states that higher density residential uses are encouraged closer to Centers and Corridors. See CP, p. 3-8. Policy LU 3.1 encourages efficient development by focusing growth in areas where adequate services and facilities exist. See CP, p. 3-17.

The proposed rezone satisfies each of these objectives. The proposed residence hall is within one block of the center and corridor of Hamilton Street. See Staff Report, p. 4. Within that corridor, retail businesses, places of work, and transportation systems are plentiful. See *id.* The project is located in an area that is already built out. See *id.* The necessary infrastructure and public facilities are already in place. See *id.*

Policy H 2.4 states that housing should be located in relation to other land uses like employment, transportation, and educational uses. See CP, p. 6-12. The proposed rezone will facilitate the construction of a new student residence hall, within a college campus. See Staff Report, p. 4. Thus, the housing directly supports educational uses. See *id.* In addition, as stated above, the residence hall will be constructed in close proximity to transportation facilities and places of employment.

Goal LU 5 states that development should be done in a manner that is attractive, complementary, and compatible with other land uses. See CP, p. 3-27. Similarly, Policy LU 5.5 seeks to ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types. See CP, p. 3-28. The site is part of the GU campus and is adjacent to other properties owned by the university. The proposed development is housing for GU students, which is certainly compatible with residential and other institutional uses nearby. See Staff Report, p. 4. For example, the proposed residence hall will be very similar to the Twohy Residence Hall on the

adjacent land to the south. It will also be similar to other residential buildings on the campus. See *id.*; *Testimony of K. Sammons*. Based upon the conceptual drawings and project details, the proposed residence hall is well-designed to be attractive, complementary, and compatible with nearby land uses. The residence hall will blend in well with other buildings and uses in the vicinity, in the Hearing Examiner's view.

Despite the foregoing, the Hearing Examiner acknowledges that the adjacent property owner to the east did raise some compatibility concerns about the proposal. Specifically, the neighboring owner objected that a 55-foot residence hall would cast a shadow over the commercial building immediately to the east. *Testimony of G. Byrd*. Because of this, the neighboring owner requested that the Hearing Examiner impose a buffer of some kind between the project site and the property to the east. See *id.* In addition, he worried that providing only 13 off-street parking spaces (as shown on the conceptual site plan) would not be sufficient. See *id.* The residents of the new hall would likely exacerbate the already difficult parking conditions at the owner's properties. See *id.*

While the Hearing Examiner is sympathetic with the neighboring owner, the Hearing Examiner does not believe that shadowing or parking issues justify imposing special conditions or restrictions on the future use of the site. The project site is currently zoned CA4, while the commercial property to the east is zoned CA2. See Exhibit 6, p. 5 (Surrounding Zoning). There is no requirement for graduated heights or setbacks/buffering between the project site and the commercial property to the east. *Testimony of T. Schmidt*. The City Council did not deem such protections were necessary as between these types of uses. In addition, the Hearing Examiner is not aware of any law protecting the neighboring owner from shadowing caused by adjacent structures. The neighboring property owner did not cite to any law or regulation that would provide a legal basis for the Hearing Examiner to impose buffering requirements or height restrictions in order to address potential shadowing. The Hearing Examiner does not believe he has authority to impose such conditions.

The site plan for the proposal is only conceptual, and Development Services has not reviewed the development project for compliance with specific development standards, such as parking. *Testimony of T. Schmidt*. If and when the development proceeds, the Applicant will be required to satisfy the parking standards as a condition of its building permit. According to the Applicant, the project was designed to provide 13 spaces in order to satisfy the applicable parking standards. *Testimony of K. Sammons*. Assuming this design is confirmed during the formal review, nothing further can be required of the Applicant. The Hearing Examiner can neither waive nor increase the parking standards adopted by the City Council. In other words, the Hearing Examiner does not have the discretion to impose more stringent parking requirements, in the absence of being granted such authority by the City Council.

The Hearing Examiner concludes that the proposed rezone is consistent with the goals and policies of the CP. Therefore, this criterion for approval of the application is satisfied.

3. *The proposal meets the concurrency requirements of chapter 17D.010 SMC. SMC 17G.060.170(C)(3).*

The application was circulated on April 13, 2023, to all City departments and outside agencies with jurisdiction. See Exhibit 3. Comments were received from the City of Spokane Treasurer and the Spokane Tribe of Indians. See *id.* However, the comments did not indicate that concurrency could not be met. See *id.*; see also Staff Report, p. 4. A review of the record confirms that there is no substantive evidence that the project transgresses any concurrency

requirements. Finally, there was no testimony at the public hearing suggesting that the concurrency standards would not be satisfied.

The Hearing Examiner concludes that the project satisfies the concurrency requirements of the SMC. Therefore, this criterion for approval is met.

4. *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. SMC 17G.060.170(C)(4).*

The proposal to rezone the property is a non-project action. See Staff Report, p. 4. A site plan is not required in order to process or consider a rezone application. Therefore, this criterion has limited relevance to this proposal. At this stage, there are no specific development plans to consider. However, as previously mentioned, the Applicant has submitted a conceptual plan that is part of the record. See Exhibit 1, pp. 10-18; see also Exhibit 1, p. 6 (Conceptual Site Plan and Rendering). As a result, we know the Applicant's intention is to develop the site with a student residence hall and related improvements.

In order to obtain approval of its future development plans, the Applicant will be required to demonstrate that the project complies with land use (landscaping, screening, and design), engineering, utility, building, and all other applicable construction-related standards associated with new development. See Staff Report, p. 5. The City's Development Services Center will review the permit application to ensure that the proposal satisfies those standards. See *id.* That said, there are no obvious conditions that make the property unsuitable for a future RHD use, such as the anticipated residence hall.

The location is appropriate for a multi-dwelling structure or another use consistent with the RHD zoning. The site is rectangular in shape and is basically flat. See Staff Report, p. 4. The shape and slope of the property, therefore, does not pose any genuine obstacles to its redevelopment. The site is already improved with a single-family residence, a triplex, and a small apartment building. See Exhibit 1, p. 6. The site, therefore, is clearly able to support residential development and use. There is no reason to believe that the site would not have sufficient space to accommodate the proposed residence hall, once the existing structures are demolished. In any case, the specific design elements will be reviewed during the building permit process. See Staff Report, p. 4.

There is no evidence of other physical or environmental conditions that make development of the site problematic. See Staff Report, p. 4; see also Exhibit 5. Similarly, there are no known natural, historic, or cultural features on the site. See Exhibit 5 (Environmental Checklist ¶ B(13)). The Spokane Tribe confirmed that there is a low probability of locating cultural resources on the site. See Exhibit 3, p. 4. Nonetheless, the Tribe requested that the Hearing Examiner require an inadvertent discovery plan for the future development. This requirement was incorporated into the conditions of approval. See Condition 4.

The Hearing Examiner concludes that there is nothing about the size, shape, topography, or location that makes the site unsuitable for future uses allowed in the RHD zone. Therefore, this criterion for a rezone is satisfied.

5. *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

On or about December 8, 2022, Gonzaga University prepared an environmental checklist, pursuant to the State Environmental Policy Act, in support of a variance application. See Exhibit 5 (Environmental Checklist). The variance was requested to facilitate the construction of the proposed residence hall. Following the denial of the variance application, GU proposed to rezone the property to facilitate the same project. *Testimony of K. Sammons*. Because an environmental review was previously completed for essentially the same proposal, in the same location, a new checklist and threshold determination was not required. *Testimony of T. Schmidt*.

On February 1, 2023, the City of Spokane issued a Determination of Non-significance (“DNS”) for the proposed variance. See Exhibit 4. This threshold determination applies to GU’s current, non-project application for a rezone, because the potential environmental effects of the proposal were already considered in conjunction with the prior application. No appeal of the DNS was filed. That said, if GU ultimately proposes a development that exceeds the SEPA thresholds, per Section 17E.050.070 (Flexible Thresholds for Categorical Exemptions), then that development will be required to complete the SEPA review process specific to that development. See Staff Report, p. 4.

As previously stated, there is no substantive evidence in this record that environmental impacts make the project unfeasible or materially problematic. See Staff Report, p. 5. The SEPA process clearly supports the premise that the project will not have significant impacts on the environment. See Exhibits 4-5. There was no testimony or evidence at the public hearing establishing that there were significant impacts overlooked in the SEPA review.

For the foregoing reasons, the Hearing Examiner concludes that the project will not have significant impacts on the environment, which cannot be adequately addressed through mitigation. Therefore, this criterion for approval of the conditional use permit is satisfied.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed Rezone subject to the following conditions:

1. If/when development occurs, the project will be developed in substantial conformance with SMC 17C.110, Land Use Standards, Residential Zones, to maintain compatibility with, and limit the negative impacts on surrounding areas.
2. If any artifacts or human remains are found upon excavation, the Spokane Tribe of Indians and the Planning Department should be immediately notified and the work in the immediate area cease. Pursuant to RCW 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and RCW 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology & Historic Preservation before excavating, removing or altering Native American human remains or archaeological resources in Washington.

3. The developer shall prepare an Inadvertent Discovery Plan (IDP) prior to any ground disturbing activities.
4. This approval does not waive the applicant's obligation to comply with all of the requirements of the SMC, including the International Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.
5. Any future project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.
6. SMC section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.
7. This approval is subject to the above-stated conditions. By accepting this approval, the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

SIGNED this 7th day of July, 2023.



Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner regarding rezones are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 7th day of July, 2023. **THE DATE OF THE LAST DAY TO APPEAL IS THE 21st DAY OF JULY, 2023, AT 5:00 P.M.**

In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

4 - Consent Items

4.1

4.1 - Three MFTE Conditional Agreements

Beck, Amanda

Sponsors: CMs Stratton & Zappone (West Cora and Sinto); CMs Cathcart & Bingle (Thrive)
One 8-year market rate MFTE agreement for West Cora Multifamily located at 516 W Cora Ave
Two 12-year affordable housing MFTE agreements for Sinto Multifamily located at 504, 506,
and 512 W Sinto Ave and Thrive Multifamily located at 6980 N Nevada St.

All projects meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.

| For Information

Attachments

[Conditional Agreement - Sinto Multifamily.docx](#)

[Conditional Agreement - West Cora.docx](#)

[UE Briefing Paper - Sinto Multifamily.docx](#)

[UE Briefing Paper - West Cora.docx](#)

[Conditional Agreement - Thrive Multifamily.docx](#)

[UE Briefing Paper - Thrive Multifamily.docx](#)



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 MINISRTY HOUSING INVESTMENT GROUP, LLC, as “Owner/Taxpayer” whose business address is 159 S COWLEY ST SPOKANE, WA 99202-1556.

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:

CROWDERS ADD E1/2 OF L33 &ALL OF L34-35 B3

&

CROWDERS ADD E1/2 OF L31 ALL L32 W1/2 OF L33 B3

&

CROWDERS ADD L36 B3

Assessor’s Parcel Number(s) **35181.2917,**

commonly known as

504, 506, & 512 W SINTO 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 **12-yr Affordable Rentals of 4-11 Units**. as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.
3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
 - (a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
4. The Owner/Taxpayer intends to construct on the site, approximately 9 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.
6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:
 - (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
 - (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for

the exemption;

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

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

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

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

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

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

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

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

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

causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **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 City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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

MINISRTY HOUSING INVESTMENT GROUP, LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



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 WEST CORA LLC, as "Owner/Taxpayer" whose business address is 2826 N HAVANA ST SPOKANE, WA 99217.

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:

06-25-43: A PORTION OF THE PLAT OF RESURVEY OF BLOCKS I, J, K, M, N, O, P, Q, T, U, V, W, X, Y OF WHITING'S SECOND ADDITION TO THE CITY OF SPOKANE FALLS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 30FT OF LOT 16, BLOCK 30 OF SAID PLAT, SAID CORNER ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CORA AVE; THENCE N87°36'41"E ALONG SAID NORTH RIGHT OF WAYLINE, A DISTANCE OF 50.20FT; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, S82°46'19"E 602.05FT; THENCE N02°00'00"E 465.19FT TO THE SOUTH RIGHT OF WAY LINE OF GLASS AVE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING 3 COURSES: S87°35'32"W 146.47FT; THENCE S05°06'03"W 21.55FT; THENCE S87°41'33"W 60.80FT TO THE NORTHEAST CORNER OF LOT 2, BLOCK 29 OF SAID PLAT; THENCE S02°18'26"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 94.26FT; THENCE S42°39'40"W 35.37FT TO THE SOUTH LINE OF SAID LOT 2; THENCE S87°37'46"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 444.58FT TO THE NORTHEAST CORNER OF THE AFOREMENTIONED WEST 30FT OF LOT 16, BLOCK 30; THENCE S02°30'17"E ALONG THE EAST LINE OF SAID WEST 30FT OF LOT 16, BLOCK 30, A DISTANCE OF 222.81FT TO THE POINT OF BEGINNING. (AFN 7306538)

Assessor's Parcel Number(s) **35064.3614**,

commonly known as

516 W CORA 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 **88** 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 30% 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

WEST CORA LLC – JAMES A. GREENUP

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Karen Stratton, Zack Zappone</u>
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>506 W Sinto</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>12-yr Affordable Rentals of 4-11 Units</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>506 W Sinto</u> at the November 27, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>9 units</u>, at <u>504, 506, and 512 W SINTO AVE SPOKANE, WA</u></p> <ul style="list-style-type: none">Property is zoned <u>CB-150</u> and the proposed use is allowed.Estimated Construction Costs: <u>2363533</u>Located in the <u>Emerson/Garfield</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

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)	<u>Karen Stratton, Zack Zappone</u>
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>West Cora Multi-Family</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>West Cora Multi-Family</u> at November 27, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>88 units</u>, at <u>516 W CORA AVE SPOKANE, WA</u></p> <ul style="list-style-type: none">Property is zoned <u>RMF</u> and the proposed use is allowed.Estimated Construction Costs: <u>15000000</u>Located in the <u>North Hill</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 SPOKANE PUBLIC LIBRARY, as "Owner/Taxpayer" whose business address is 906 W MAIN AVE 3RDFL SPOKANE, WA 99201.

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:

29-26-43 N 258FT OF W330FT OF NE1/4 OF SE1/4 EXC NEVADA ST

Assessor's Parcel Number(s) **36294.0063**,

commonly known as

6980 N Nevada St, 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 **12-yr Affordable Rentals of 12 + Units**. 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 **51** 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 **30%** 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 City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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

SPOKANE PUBLIC LIBRARY

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



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)	<u>Jonathan Bingle, Michael Cathcart</u>
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 - Thrive Multifamily</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>12-yr Affordable Rentals of 12 + Units</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 - Thrive Multifamily</u> at the November 27, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>51 units</u>, at <u>6980 N Nevada St Spokane, WA</u></p> <ul style="list-style-type: none">Property is zoned <u>O-35</u> and the proposed use is allowed.Estimated Construction Costs: <u>8322973</u>Located in the <u>Shiloh Hills</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:	
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What impacts would the proposal have on historically excluded communities?

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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;
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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.)

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Chapter 08.15 Multiple-family Housing Property Tax Exemption

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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?

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- H 1.9 Mixed-Income Housing
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- 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

4.2

4.2 - Waste to Energy Lease Amendment #9 - Rent Adjustment

Steele, David

The Facilities Department in partnership with the Solid Waste Management Department has worked to complete this lease amendment with Spokane International Airport. With the intent to manage costs and provide an accurate assessment of the fair market value, the City of Spokane contracted for an independent appraisal of the property. Lease amendment provides for an annual rate of \$264,600 for the next five-year term.

Attachments

[Committee Briefing Paper - WTE Land Lease Rate Amendment.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department – Solid Waste Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Waste to Energy Lease Amendment #9 - Rent Adjustment
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the Solid Waste Management Department has worked to complete this lease amendment with Spokane International Airport.</p> <p>With the intent to manage costs and provide an accurate assessment of the fair market value, the City of Spokane contracted for an independent appraisal of the property.</p> <p>Lease amendment provides for an annual rate of \$264,600 for the next five-year term.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$264,600 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Varies Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">The Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.</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?

The Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.

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

The Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.

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 Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.

4.3

4.3 - Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement

Steele, David

The City of Spokane's Upriver Dam Facility has long needed modernization to improve overall energy efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room / meeting space, minor office upgrades, and improving the public interface of the Facility for tours and educational visits.

Attachments

[Committee Briefing Paper - Water Department Upriver Dam Interior Office Re~.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water Department / Facilities
Contact Name	Loren Searl / Dave Steele
Contact Email & Phone	509-625-7821 / 6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane's Upriver Dam Facility has long needed modernization to improve overall energy efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room / meeting space, minor office upgrades, and improving the public interface of the Facility for tours and educational visits.</p> <p>This is the Architectural & Engineering consulting contract providing pre-design through construction assistance for the rehabilitation and remodel of interior spaces at the Upriver Dam Facility. This work will provide the construction bid documents necessary to complete the Purchasing public bid process.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$140,250 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 <input type="checkbox"/> N/A Specify funding source: Water Department Utility Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">As a critical City service, the Water Department provides services to all areas of the City. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. Upriver Dam is uniquely utilized by the local community for educational purposes with regional student tours at all ages provided.</p>	

<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors</p>
<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>Renovations at this facility will improve the usability of the space while provided necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract management best practices will be used to ensure desired outcomes and regulatory compliance.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.</p>

4.4

4.4 - Water Department Main Office Rebuild – A&E Consulting Agreement

Steele, David

The City Water Department Campus has a wide variety of buildings in a variety of conditions. The Main Office building (which houses most of the office space for staff, record keeping areas, meeting spaces, conference space, employee lockers, lunchroom, etc.) is undersized, energy inefficient, poorly ventilated, in need of significant and costly energy and infrastructure upgrades, and has been found to be a difficult space to update or modernize due to the type of construction, condition, building shape, and the identified historic hazardous materials in the building. This consultant agreement begins the process of upgrading this building by developing the construction bid package for a two phased construction project.

Attachments

[Committee Briefing Paper - Water Department Main Office Rebuild - AE.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water Department / Facilities
Contact Name	Loren Searl / Dave Steele
Contact Email & Phone	509-625-7821 / 6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Main Office Rebuild – A&E Consulting Agreement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The City Water Department Campus has a wide variety of buildings in a variety of conditions. The Main Office building (which houses most of the office space for staff, record keeping areas, meeting spaces, conference space, employee lockers, lunchroom, etc.) is undersized, energy inefficient, poorly ventilated, in need of significant and costly energy and infrastructure upgrades, and has been found to be a difficult space to update or modernize due to the type of construction, condition, building shape, and the identified historic hazardous materials in the building. This consultant agreement begins the process of upgrading this building by developing the construction bid package for a two phased construction project.</p> <p>Phase I will renovate the existing historic Meter Building directly to the west of the Main Building (complete interior & exterior renovation bringing the building up to LEED Silver levels of efficiency) and Phase II will then complete the renovation of the current Main Office building, with a permanent connection bridging the space between the two buildings. This building will also be completed at LEED Silver levels of efficiency.</p> <p>Both buildings will transition to a far more energy efficient geothermal heat pump system of heating and cooling to move the Water Department towards higher levels of efficiency and sustainability. Launching this design work now begins a 3–4-year process of design and construction of Phase I & Phase II. Delaying this work will delay the transition to new high efficiency spaces and systems and incur further unnecessary maintenance costs and capital repairs on the two buildings identified, while not changing or avoiding the need for replacement.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$908,000	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source ☒ One-time ☐ Recurring ☐ N/A
Specify funding source: Water Department Utility Fund

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.

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

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. It is their mission to provide efficient and effective services, maintaining the delivery of exceptional water services to all areas of the community, included but not limited to historically excluded communities. This work furthers that mission by providing healthy, safe, modern, and highly efficient workspace for the Water Department.

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

The reconstruction of these facilities will result in measurable increases in energy efficiency, reduced concerns for employee health, reduced facility repairs, and set the stage for additional energy efficiency gains as future work transitions additional building on the Water Department Campus to geothermal heat and cooling. This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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

The reconstruction of these facilities will result in measurable increases in energy efficiency, reduced concerns for employee health, reduced facility repairs, and set the stage for additional energy efficiency gains as future work transitions additional building on the Water Department Campus to geothermal heat and cooling.

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 investment moves the Water Department ahead as a good steward of community resources, providing a sustainable, highly efficient, cost-effective facility for the Water Department while supporting the ratepayers over the long term with lower energy consumption and costs, reduced facility maintenance costs, and efficient use of the existing property.

4.5

4.5 - Contract with Habitat for Humanity for WQTIF Funds

Freibott, Kevin

A contract with Habitat for Humanity for reimbursement related to costs incurred when developing permanent affordable housing in the West Central portion of the West Quadrant TIF. Ref: Resolution 2023-0042 authorizing these funds.

| For Information

[#consent #affordablehousing](#)

Attachments

[UE Briefing Paper - Habitat Contract for TIF Funds.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

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)	Council Member Stratton, Council Member Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract with Habitat for Humanity for WQTIF Funds
Summary (Background)	<p>Late last year, Habitat for Humanity presented a proposal to the Neighborhood Project Advisory Committee (NPAC) seeking up to \$500,000 in TIF funding to help defray the cost of purchasing housing in the West Central Neighborhood portion of the TIF with the intent of renovating those homes and establishing them as ‘permanent affordable housing’ under state law.</p> <p>On June 12, City Council approved Resolution 2023-0042, authorizing the use of up to \$500,000 in funding from the West Quadrant TIF to reimburse costs related to the acquisition of property for “permanent affordable housing” in the West Central Neighborhood. Accordingly, City legal, accounting, and planning staff have prepared the attached contract for Council consideration. Michelle Girardot, CEO for Habitat for Humanity, approved the contract in early October, 2023.</p> <p>The attached contract establishes a repayment program by which Habitat can request repayment of TIF-eligible expenses relates to the establishment of “permanent affordable housing” in the West Central portion of the West Quadrant TIF. This is, in general, an allowable use of TIF funding under RCW 39.114 and according to Spokane Ordinance C35879.</p>
Proposed Council Action & Date:	Council approval of the contract, expected in November 2023.
Fiscal Impact: Total Cost: \$500,000 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 <input type="checkbox"/> N/A Specify funding source: WQTIF, Neighborhood Projects, Account 3501 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: None	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The proposal would aid Habitat for Humanity in their ongoing efforts to provide essential affordable housing in a part of the City where need is highest due to median incomes and impacts from historic exclusionary housing and economic impacts.

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

The opportunities raised by the TIF and projects like this will be incorporated into the City's exploration and study of displacement and racially disparate impacts of development and housing, required by state law and due to initiate in the near term as the City ramps up to the next major update of its Comprehensive Plan.

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

As program management initiates through the Planning & Economic Development department, annual performance of this program will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

Specific to the contract, Habitat will be required to submit reports highlighting the progress of the program quarterly until the funds are expended completely or the contract ends.

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

This proposal is directly in line with other housing action plan efforts, projects, and studies already underway as a response to the City's declared housing emergency. Furthermore, provision of affordable housing complies substantially with numerous land use, neighborhood, and economic policies in the Comprehensive Plan.

**PERMANENTLY AFFORDABLE HOUSING
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and HABITAT FOR HUMANITY, a Washington nonprofit corporation, as "Habitat", collectively referred to as the "Parties".

Recitals

A. There is a critical need for affordable homeownership and housing in Spokane, and Habitat, along with A Better Way LLC and Greenstone new Beginnings Homes, recently launched a program to increase affordable homeownership in West Central Spokane.

B. Pursuant to Ordinance No. C35879, the City Council authorized the use of tax allocation revenues within the West Quadrant Increment Area to assist with the cost of purchasing housing for the purpose of preserving permanently affordable housing as defined in the Ordinance and in Chapter 39.89 RCW.

C. Pursuant to Resolution 2023-_____, the City Council approved the allocation of up to \$500,000 of tax allocation revenues to Habitat for reimbursement of the cost of purchasing housing for the purpose of preserving permanently affordable housing.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

ARTICLE I – PURPOSE AND TERM

Section 1.1 Purpose. The purpose of this Agreement is to assist Habitat in purchasing permanently affordable housing as defined in Ordinance C35879 and Chapter 39.89 RCW for resale to low income households.

Section 1.2 Term. This Agreement shall commence on the date it is fully executed by the Developer and the City and shall be deemed terminated and of no further effect upon the occurrence of (i) mutual agreement of the parties, or (ii) two (2) years from the date of execute of this Agreement by all the parties hereto.

ARTICLE II – FUNDING AMOUNT, USE AND BUDGET

Section 2.1 Reimbursement Amount. Subject to the terms of this Agreement, the City will reimburse Habitat an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Funding") which Habitat shall apply to towards the cost of purchasing

permanently affordable housing in the West Increment Area lying outside of the Kendall Yards Sub-Area.

Section 2.2 Use of Grant. Habitat shall use the Funding solely for the purposes and in the manner described in **Exhibit A – Statement of Work and Project Timeline** (the “Project”).

Section 2.3 Budget. Habitat shall use the Funding as set forth in **Exhibit B – Budget**.

ARTICLE III -- DISBURSEMENTS

Section 3.1 Disbursement of Funding. Not more frequently than once a month, Habitat may request reimbursement from the Funding. Each reimbursement request must be made by Habitat submitting to the City at the address specified in Section 5.1 a reimbursement request containing the information described in Exhibit A. The request must identify the housing purchased and be accompanied by a summary of all allowable costs and expenses for which Habitat is seeking reimbursement. Habitat will be subject to periodic on-site audits to ensure that satisfactory supporting documentation of all allowable costs and expense are being kept. Within 45 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the City shall pay the amount of the invoice to Habitat at the address specified in Section 5.1. Once the housing is sold to qualifying buyers, Habitat shall submit the additional information described in Exhibit A relating to income certification and deed restrictions.

Section 3.2 Disbursement Limitation. In no event will the City ever be required to disburse funds in excess of the Funding. In addition, unless expressly agreed to in writing otherwise, (a) no disbursements will be made in advance of costs or expenses being incurred by Habitat, and (b) no costs or expenses incurred by Habitat prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.3 Disbursement Without Prejudice. Any disbursement made by the City to Habitat shall be without prejudice to the City’s rights later to challenge the propriety of Habitat’s claimed costs or expenses.

Section 3.4 Withholding Disbursements. If Habitat fails to perform any obligation under this Agreement and the failure has not been cured within 10 days following oral or written notice from the City, the City may, without penalty and in its sole discretion and upon written notice to Habitat, withhold all monies otherwise due to Habitat until such failure to perform is cured. The right to withhold disbursements is in addition to all other rights and remedies the City may have available to it under this Agreement or under law.

ARTICLE IV – REPORTS AND RECORD KEEPING

Section 4.1 Quarterly Progress Reports. Except as may otherwise be provided in Exhibit A, at least once a quarter, and upon request from time to time, Habitat shall provide a report on the progress made to date on the Project, using such form and meeting such requirements as

determined by the City. Such progress reports shall be provided by Habitat to the City at its address specified in Section 5.1.

Section 4.2 Record Retention; Review. Habitat shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, Habitat shall provide the City, or its authorized agents, with full access to all of Habitat's records relating to this Agreement or the Project. Habitat agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

ARTICLE V — CONTRACT ADMINISTRATION AND NOTICES

Section 5.1 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE CITY: [name, address, phone, email]

FOR HABITAT: [name, address, phone, email]

A party may change its designated representative or address by providing written notice to the other party.

Section 5.2 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during Habitat's business day or, if not, on Habitat's next business day. E-mail addresses, if listed in this Agreement, are provided only for convenience and not for notice purposes.

ARTICLE VI - INSURANCE

Section 6.1 Professional Legal Liability. Habitat will maintain professional legal liability or professional errors and omissions coverage appropriate to Habitat's profession. The coverage will have a limit of not less than One Million Dollars (\$1 million) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of Habitat's services under the Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of Habitat's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Workers' Compensation and Employer Liability. Habitat will maintain workers' compensation insurance as required by Title 51 RCW and will provide evidence of

coverage to the City. If the Contract is for over \$50,000, then Habitat will also maintain employer liability coverage with a limit of not less than One Million Dollars (\$1 million). Habitat will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to The City that Habitat is currently paying workers' compensation.

Section 6.3 Commercial General Liability. Habitat will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than One Million Dollars (\$1 million) per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than Two Million Dollars (\$2 million). Habitat will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement. Specialized forms specific to the industry of Habitat will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 6.4 Miscellaneous Insurance Provisions.

A. Habitat will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than AVII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

B. The insurance limits established by this section are not intended to indicate Habitat's exposure, nor are they limitations on Habitat's indemnification duties. This section shall survive termination of this Agreement.

C. The policy shall be endorsed, and the certificate shall reflect that the City, its officers, officials, employees, agents and representatives, are an additional insured with respect to activities under the contract, and the policy will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and representatives as an additional insured.

D. The certificate will, at a minimum, list limits of liability and coverage. Habitat will furnish the City with properly executed certificates of insurance or a signed policy endorsement, including the additional-insured provision, which will clearly evidence all insurance required in this Section, before work under this Agreement shall commence, but no later than Ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the City as an additional insured.

E. Habitat will maintain all required policies in force from the time services commence until services are completed. Habitat will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the City. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the City. Any certificate or endorsement limiting or negating the insurer's obligation to notify the City of cancellation or changes must be

amended so as not to negate the intent of this provision. Written notice of cancellation or change must be delivered to the City as set forth in Sections 5.1 and 5.2.

F. If Habitat's liability coverage is written as a claims-made policy, then Habitat must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

G. Habitat's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the City, its elected and appointed officers, officials, employees, agents and representatives.

H. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents or representatives.

I. Habitat's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability. Habitat will include all subcontractors as insurers under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

ARTICLE VII —INDEMNIFICATION

Section 7.1 Indemnification. To the fullest extent permitted by law, Habitat shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents and each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of Habitat, its subcontractors, third parties, the City, or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Section

7.2 Recipient's Duty to Indemnify. Habitat's duty to indemnify, defend and hold harmless includes but is not limited to claims by Habitat's or any subcontractor's officers, employees or agents. Habitat's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the City, or of the City's officials, officers, employees, agents or representatives.

Section 7.3 Waiver of RCW Title 51 Immunity. Solely for purposes of this indemnification provision, Habitat expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. Habitat's duty to indemnify, defend and hold harmless shall survive termination of this Agreement.

ARTICLE VIII—NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. Habitat shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. Habitat and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. The City shall have no obligation to ensure such compliance.

ARTICLE IX — TERMINATION

Section 9.1 Termination for Loss of Funding. The City shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Funding are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, Habitat will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate the Agreement. In the event of such a termination, the nondefaulting party shall have all rights and remedies available to it under law.

ARTICLE X — MISCELLANEOUS

Section 10.1 Permissible-Use Warranty. Habitat warrants that its planned and actual uses of the Funding constitute permissible uses for permanently affordable housing pursuant to Chapter 39.89 RCW and City of Spokane Ordinance No. C35879. This section shall survive termination of this Agreement.

Section 10.2 Organizational-Status Warranty. Habitat warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the City's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.5 Assignment. Habitat shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the City, which may be granted or refused in the City's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Spokane County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Spokane. This section shall survive the termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, 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 agreement.

Section 10.15 Exhibits. The following exhibits are incorporated into this Agreement by reference: (a) Exhibit A — Statement of Work and Project Timeline; and (b) Exhibit B — Budget.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

HABITAT FOR HUMANITY

By:  _____

Title: CEO _____

EXHIBIT A - STATEMENT OF WORK AND PROJECT TIMELINE

Habitat will purchase up to 5 single family homes or lots located within the West Increment Area lying outside of the Kendall Yards Sub-Area and shall resell rehabbed or new construction homes as permanently affordable housing, as defined in City of Spokane Ordinance No. C35879, to low-income households, as defined in City of Spokane Ordinance No. C35879. Homes sold will maintain permanent affordability, as defined in City of Spokane Ordinance No. C35879, with a resale restriction to be sold to those earning below 80% of the Area Median Income.

Program Process and Timeline:

Once the Notice of Funding Award is complete, Habitat starts exploration and feasibility for Acquisition of Land or Rehab. This includes inspection and scope of work for the unit to pass energy, safety, health and ADA requirements. After a suitable unit is confirmed, Habitat makes the purchase. Closing on property is anywhere from 30-45 days depending on occupancy. From there, Habitat submits the Statutory Warranty Deed including Disbursement Request to City to draw down funding. Habitat completes Pre-Closing Requirements of Future Homebuyer with Lending Partner and prepares Future Homebuyer for closing. The future homebuyer purchases the home. Once closing documents are recorded, Habitat for Humanity submits demographic and income certification with deed restriction to City of Spokane for records.

EXHIBIT B - BUDGET

Habitat for Humanity Permanently Affordable Homeownership

Budget outline for either Rehab Acquisition or Lot Purchase up to 5

Proposed Budget

Sources of Funds

Funding Source	Amount	When Received?
other public funds (HTF)	\$ 300,000.00	Closing
Mortgages	\$ 600,000.00	Closing
Habitat Land Trust	\$ 430,000.00	Closing
DPA sources (credit union, HTF, HFC)	\$ 100,000.00	Closing
WQ-Tif Request	\$ 500,000.00	Acquisition
Total	\$ 1,930,000.00	

Interim Funding Source	Amount
Banner Bank Line of Credit for Public Contracts	\$1,000,000

Use of Funds

Activity	Amount
Acquisition (Land or Rehab)	\$ 1,439,200.00
Construction	\$ 375,000.00

Developer fee, legal, closing costs	\$ 115,800.00
Total	\$ 1,930,000.00

WQ-TIF funding useage	Amount
Acquisition (Land or Rehab)	\$ 500,000.00

Average single family lot is between \$80-100K

Average Acquisition Rehab purchase \$280K

4.6

4.6 - HUD 2023 HOME Funding Allocation

Page, Heather

CHHS is seeking approval of the CHHS Board's 2023 HOME funding recommendations.

| For Information

Attachments

[Expenditure Control Form - PY 2023 HOME Allocations.pdf](#)

[2023 HOME Allocation Council Briefing Paper.pdf](#)

4.7

4.7 - Contract amendment for SNAP through June 30, 2024

Jeffers, Christy

Attachments

[SNAP 2024 Contract Amendment Briefing Paper.pdf](#)

[Expenditure Control Form - Home Repair programs 2024 amendment.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services (CHHS)
Contact Name & Phone	Tessa Jilot (625-6327)
Contact Email	tjilot@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	SNAP Home Repair Programs – Contract Amendment
Summary (Background)	<p><u>Background/History</u></p> <p>SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation program offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.</p> <p>For more information on SNAP home repair programs, please visit: Essential Repair Program https://www.snapwa.org/i-need-help-with-housing/essentialhomerepair/ Single Family Rehabilitation Program https://www.snapwa.org/home-repair/</p> <p>Currently, SNAP’s home repair contracts operate on the calendar year. To align with the CDBG Program Year cycle, the decision was made to amend the 2023 contracts to include funding for the 6-month period from January 1-June 30, 2024. Beginning July 1, 2024, SNAP will move to the Program Year cycle and a new contract will be enacted. This information has been presented to both the CHHS Affordable Housing Committee and the CHHS Board.</p> <p>On September 12, 2023, members of the CHHS Affordable Housing Committee met to review and discuss renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs. Members of the Affordable Housing Committee voted in favor of the contract amendments and forwarded their recommendation to the CHHS Board for approval.</p> <p>On October 4, 2023, members of the CHHS Board voted in favor of the renewal recommendation and contract amendment presented by the CHHS Staff.</p> <p>Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/23 (pending City Council approval).</p> <p><u>Contract Summary</u></p> <p>Amendment of SNAP’s 2023 Essential Home Repair and Single Family Rehabilitation programs to provide housing stability for low- and</p>

	<p>moderate-income homeowners in the City of Spokane. This amendment will be effective from January 1-June 30, 2024. In total, the contracts, with amendments, will be effective from January 1, 2023-June 30, 2024. The amended information below reflects the total awards and program goals for this 18-month period.</p> <p><u>Contract #1</u> Partner Agency: SNAP Program Name: Essential Home Repair program Contract Reference: OPR 2022-0796 Funding Source: CDBG [Award Amount: \$500,000] Amended Amount: \$790,000 [Number of Homes Repaired: 200] Amended Number of Homes Repaired: 290</p> <p><u>Contract #2</u> Partner Agency: SNAP Program Name: Single Family Rehabilitation Program Contract Reference: OPR 2022-0797 Funding Source: CDBG [Award Amount: \$1,484,879] Amended Amount: \$2,075,324 [Number of Homes Repaired: 30] Amended Number of Homes Repaired: 40</p>
Proposed Council Action & Date:	Support SNAP Home Repair Programs' 2023 contract amendments to extend funding through June 30, 2024, at the November 13, 2023, Urban Experience Committee meeting
<p>Fiscal Impact: Total Cost: No new or additional costs are tied to this request.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: CDBG</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.): None</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>SNAP will maintain all records required by Federal regulations that are pertinent to the activities funded through this contract. This includes records providing a full description of each activity</p>	

undertaken; records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and demographic information related to race, ethnicity, income, head-of-household classification, and disability status.

SNAP will submit regular activity reports to the City in conjunction with reimbursement requests each month. These reports will include the following program accomplishments and project beneficiary data:

- Cumulative Contract Goals: completed units, administrative draws, management draws, loan disbursements
- Monthly Performance Measures: project address, homeowner name, household income, race and ethnicity information, elderly status, female head of household status, disability status, loan or grant dollar amount, dates of National Environmental Policy Act (NEPA) environmental review completion, and lead-based paint remediation activities
- Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility

SNAP will meet with CHHS staff bi-monthly to review activity reports, address issues, and track goal achievement.

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

See information above regarding data collection and dissemination.

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

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

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



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

What alternatives were considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

CITY ADMINISTRATOR APPROVAL:

YES

NO

FINANCE/PURCHASING APPROVAL:

YES

NO

4.8

4.8 - Council Sponsor Cathcart: WASPC Traffic Equipment Grant Application

Fuller, Teresa

| For Information

Attachments

[Briefing Paper - WASPC Traffic Equipment Grant Application.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	WASPC Traffic Safety Equipment Grant FY23-24-State & Community Hwy Safety
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department is seeking approval to apply for the FY23-24 WASPC Traffic Safety Equipment grant. Washington Association of Sheriffs and Police Chiefs (WASPC) meets annually to determine funding priorities under this grant and awards are given for Traffic Safety equipment requests where traffic safety enforcement is a high priority.</p> <p>The Spokane Police Department has been awarded grant funds going on eight years under this equipment grant and has been able to purchase in past years sector scanner and printer, sector paper, radar/lidar and FST equipment.</p> <p>If awarded, funds would be used to procure additional LIDAR equipment.</p>
Proposed Council Action	Approval of application
Fiscal Impact Total Cost: <u>\$10,000 est.</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WASPC grant state 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?	
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?

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 December 11th, 2023.