

# **THE CITY OF SPOKANE CITY COUNCIL URBAN EXPERIENCE COMMITTEE**



## **AGENDA FOR 1:15 P.M. MONDAY, MARCH 11, 2024**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 PM March 11, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2484 113 1763; 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 2<sup>nd</sup> 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.

## **UPDATED AGENDA**

### **I. Call To Order**

#### **. Approval of Minutes from March 11, 2024**

**February 12, 2024 Minutes**

### **II. Discussion Items**

1. Spokane Arts Update - Skyler Oberst (10 minutes)
2. Housing and Homelessness Initiatives Monthly Update - Nicolette Ocheltree (10 minutes)
3. 4700 - MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
4. 0520 - MAYOR'S OFFICE - COMMITTEE UPDATE - LODGING TAX ADVISORY COMMITTEE - ADAM MCDANIEL (5 minutes)
5. 1400-US DEPT OF AGRICULTURE - URBAN FORESTRY GRANT SBO - RICH LENTZ & KATIE KOSANKE (5 minutes)
6. 0650 - 2024 COMPREHENSIVE PLAN AMENDMENTS WORK PROGRAM - KEVIN FREIBOTT (15 minutes)
7. 1200 - HOMELESS ENCAMPMENTS ON WSDOT RIGHT OF WAY - LUIS GARCIA (5 minutes)
8. 5100 - DSC PRE-PURCHASE APPROVAL FOR 4 VEHICLES - RICK GIDDINGS (5 minutes)
9. 0320 - ADDRESSING SPOKANE OVERDOSES - PAUL DILLON (5 minutes)
10. 0320 - DISCUSSION ON RE-ESTABLISHING HOUSING ACTION SUBCOMMITTEE - Nicolette Ocheltree (10 minutes)
11. 0320 - DISCUSSION ON SECTION SMC18.05.030 HOMELESS RESPONSE POLICY - Dawn Kinder (10 minutes)
12. **1680- TEMPORARY SHELTER SERVICES- JEWELS HELPING HANDS EXTENSION - DAWN KINDER (10 minutes)**

### **III. Standing Reports & Updates**

- . **UE Standing Reports and Updates - (10 minutes)**

### **IV. Consent Items**

1. 0320 - CONTRACT RENEWAL FOR DESIMONE CONSULTING (CITY COUNCIL)

2. 0500 SPECIAL COUNSEL CONTRACT AMENDMENT #5 (CITY ATTORNEY)
3. 0650 - MFTE CONDITIONAL AGREEMENT FOR 1207 E NEWARK AVE (PLANNING & ECONOMIC DEVELOPMENT)
4. 0650 - MFTE CONDITIONAL AGREEMENT FOR GARLAND APARTMENTS (PLANNING & ECONOMIC DEVELOPMENT)
5. 0650 - MFTE CONDITIONAL AGREEMENT FOR 2402 E 31ST AVE (PLANNING & ECONOMIC DEVELOPMENT)
6. 0650 - MFTE CONDITIONAL AGREEMENT FOR 2517 E UPRIVER DR (PLANNING & ECONOMIC DEVELOPMENT)
7. 0650 - MFTE CONDITIONAL AGREEMENT FOR 621 S CANNON REHABILITATION (PLANNING & ECONOMIC DEVELOPMENT)
8. 0650 - MFTE CONDITIONAL AGREEMENT FOR 5115 S FREYA PROJECT (PLANNING & ECONOMIC DEVELOPMENT)
9. 0650 - MFTE CONDITIONAL AGREEMENT FOR 7650 N A ST (PLANNING & ECONOMIC DEVELOPMENT)
10. 4700 - AMENDING ORDINANCE C-33671 TO RELEASE AN EASEMENT (DEVELOPMENT SERVICES CENTER)

**V. Executive Session**

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

**VI. Adjournment**

**VII. Next Meeting**

**Next Urban Experience Committee**

The next meeting will be held at the regular date and time of **1:15 PM. April 8, 2024.**

**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](mailto: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.

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Urban Experience Committee**  
**Spokane City Council Chambers**  
**February 12, 2024**

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**Call to Order:** 1:16pm

Recording of the meeting may be viewed here:  
<https://www.youtube.com/watch?v=SuAmI20t4KM>

**Attendance**

Committee Members Present:

Council Member Zappone, Council Member Klitzke, Council President Wilkerson, Council Member Bingle, Council Member Cathcart, Council Member Dillon, Council Member Navarrate

Staff/Others Present:

Giacobbe Byrd, Chris Wright, Tami Palmquist, Amanda Beck, Spencer Gardner, Dawn Kinder, Heather Page, Della Mutungi

**Approval of Minutes**

- No minutes were approved.

**Agenda Items**

Discussion items

1. Monthly Permit Update.  
Discussion only.
2. Adding Plan Examiner to DSC Budget.  
SBO, sponsored by Bingle, Klitzke, Zappone.
3. Pavement 2 People Update.  
Discussion only.
4. Resolution Supporting the American Aerospace Manufacturing Hub.  
Sponsored by Bingle, Klitzke, Zappone.
5. Commute Trip Reduction Interlocal Agreement.  
Sponsored by Klitzke, Zappone.
6. Interim Zoning Ordinance Concerning the Definition of Public Parking.  
Sponsored by Dillon, Zappone.

Consent items



1. 5600 - ARPA ALLOCATION TO SUPPORT EXPO 74 50TH ANNIVERSARY (ACCOUNTING)
2. 0650 - MFTE CONDITIONAL AGREEMENT FOR THRIVE INTERNATIONAL (PLANNING & ECONOMIC DEVELOPMENT)
3. 0650 - MFTE CONDITIONAL AGREEMENT FOR 8625 N NEVADA ST (PLANNING & ECONOMIC DEVELOPMENT)
4. 0650 - MFTE CONDITIONAL AGREEMENT FOR 803 E SHARP AVE (PLANNING & ECONOMIC DEVELOPMENT)
5. 0650 - MFTE CONDITIONAL AGREEMENT FOR 702 W 2ND AVE AKA 204 S WALL (PLANNING & ECONOMIC DEVELOPMENT)
6. 0650 - MFTE CONDITIONAL AGREEMENT FOR 411 W 1ST AVE (PLANNING & ECONOMIC DEVELOPMENT)
7. 0650 - MFTE CONDITIONAL AGREEMENT FOR 4107 E 28TH AVE (PLANNING & ECONOMIC DEVELOPMENT)
8. 0650 - MFTE CONDITIONAL AGREEMENT FOR 2501 E UPRIVER DR (PLANNING & ECONOMIC DEVELOPMENT)
9. 0650 - MFTE CONDITIONAL AGREEMENT FOR 2404 W COLLEGE AVE (PLANNING & ECONOMIC DEVELOPMENT)
10. 0650 - MFTE CONDITIONAL AGREEMENT FOR 2303 W NORTHWEST BLVD (PLANNING & ECONOMIC DEVELOPMENT)
11. 0650 - MFTE CONDITIONAL AGREEMENT FOR 1135 S ARTHUR ST (PLANNING & ECONOMIC DEVELOPMENT)
12. 0650 - INTERDEPARTMENTAL FUND TRANSFER FOR CSO TANK 34-1 (PLANNING & ECONOMIC DEVELOPMENT)
13. 1680- SCOPE OF WORK AMENDMENT FOR FAMILY PROMISE OF SPOKANE FY 2019-2024 (HOUSING & HUMAN SERVICES)
14. 0650 - ACCEPTANCE OF WA COMMERCE GRANT OF \$420,000 FOR PHASE 1 CLIMATE PLAN (PLANNING & ECONOMIC DEVELOPMENT)
15. 1680- AMENDMENT TO PROCLAIM LIBERTY AFFORDABLE HOUSING LOAN AGREEMENT (HOUSING & HUMAN SERVICES)
16. 1680- FY2022 VOA GRANT CONSOLIDATION, CONTINUUM OF CARE FUNDS (HOUSING & HUMAN SERVICES)
17. 1680- SHELTER CONTRACT EXTENSION FOR COMPASSIONATE ADDICTION TREATMENT (CAT) (HOUSING & HUMAN SERVICES)
18. 1680- SHELTER CONTRACT EXTENSION FOR JEWELS HELPING HANDS (JHH) (HOUSING & HUMAN SERVICES)

### **Executive session**

None.

**Adjournment**

The meeting adjourned at 2:32 p.m.

Prepared by:

Jeff Gunn

Approved by:

A handwritten signature in black ink, appearing to read "Jeff Gunn", written in a cursive style.

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CM Zappone



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Information Only

**Date Rec'd**

2/29/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:**

**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Contact Name/Phone**

TAMI X6157

**Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

**Agenda Item Type**

**Council Sponsor(s)**

MCATHCART

**Agenda Item Name**

4700 - MONTHLY PERMIT REPORT

**Project #**

**Bid #**

**Requisition #**

### **Agenda Wording**

Presentation of current permit information for Development Services Center

### **Summary (Background)**

Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.) - Total Building Permits Issued - Total Residential Units Issued Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year

Lease? NO Grant related? NO Public Works?

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### URBAN EXPERIENCE

<b>Submitting Department</b>	Community & Economic Development Division
<b>Contact Name &amp; Phone</b>	Tami Palmquist x6157
<b>Contact Email</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10 minutes
<b>Agenda Item Name</b>	Monthly Permit Report
<b>Summary (Background)</b>	<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"> <li>- Total Building Permits Issued</li> <li>- Total Residential Units Issued               <ul style="list-style-type: none"> <li>Multi-Family Housing Units</li> <li>Single-Family Residences</li> <li>Duplexes</li> <li>ADUs</li> </ul> </li> <li>- Housing in the Pipeline               <ul style="list-style-type: none"> <li>In Plan Review</li> <li>Scheduled for Pre-Development</li> <li>Multi-Family Tax Exemption Conditional Contracts</li> </ul> </li> <li>- Largest Construction Valuation Projects This Year</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None (Informational for Council) – March 11, 2024
<b>Fiscal Impact:</b> 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.)	
<b>Operations Impacts</b>	
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	



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Information Only

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:**

**Submitting Dept**

MAYOR

**Contact Name/Phone**

ADAM 509.625.6779

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

**Council Sponsor(s)**

ZZAPPONE

**Agenda Item Name**

0520-MAYOR'S OFFICE - COMMITTEE UPDATE - LODGING TAX ADVISORY

**Project #**

**Bid #**

**Requisition #**

### **Agenda Wording**

This ordinance updates the Lodging Tax Advisory Committee to reflect state law, establish grant frequency, and lists grant evaluation criteria. This committee has not met in over two years.

### **Summary (Background)**

The City levies lodging taxes, also known as "hotel/motel taxes," on lodging at hotels, motels, and short-term rentals bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days. The tax is collected as a sales tax and paid by the customer at the time of the transaction, and state law requires revenues from this tax to be used for tourism promotion activities or tourism-related facilities.

Lease? NO Grant related? NO Public Works?

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 112,462

Current Year Cost \$ 112,462

Subsequent Year(s) Cost \$

### **Narrative**

While there is no fiscal impact to this ordinance, there is a little over \$400,000 in the Hotel/Motel Lodging Tax Fund to be utilized for lodging tax grants.

### **Amount**

### **Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	3/22/2024
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>
<b>Council Sponsor(s)</b>	<u>Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Lodging Tax Advisory Committee Update
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><b><u>Lodging Tax (Hotel/Motel Tax)</u></b>            The City levies lodging taxes, also known as “hotel/motel taxes,” on lodging at hotels, motels, and short-term rentals bed and breakfasts (B&amp;Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days. The tax is collected as a sales tax and paid by the customer at the time of the transaction, and <a href="#">state law</a> requires revenues from this tax to be used for tourism promotion activities or tourism-related facilities.</p> <p><b><u>Proposed Ordinance</u></b>            This ordinance updates the Lodging Tax Advisory Committee to reflect state law, establish grant frequency, and lists grant evaluation criteria. This committee has not met in over two years. <b>The Committee members were appointed by the Council on March 4<sup>th</sup>, March 11<sup>th</sup>, and March 18<sup>th</sup>.</b></p> <p><b><u>Section 1 - Establishment</u></b>            Updates the Lodging Tax Advisory Committee to reflect current state law language regarding purpose and scope of the committee.</p> <p><b><u>Section 2 - Membership</u></b></p> <ul style="list-style-type: none"> <li>Codifies that this committee is appointed annually per state law.</li> <li>Provides the ability of the Council to add non-voting members to create a larger committee focused on special events. The City of Bellingham has a similar board that includes City employees who help navigate challenges with special events.</li> </ul> <p><b><u>Section 3 – Lodging Tax Advisory Program</u></b></p> <ul style="list-style-type: none"> <li>Adds evaluative criteria and application requirements per state law.</li> <li>Establishes that the grants are made biannually. Provides the Council the ability to change award frequency by resolution.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$112,462</u> Current year cost: \$112,462 Subsequent year(s) cost:	



**Narrative:** While there is no fiscal impact to this ordinance, there is a little over \$400,000 in the Hotel/Motel Lodging Tax Fund to be utilized for lodging tax grants.

**Funding Source**      ☐ One-time      ☒ Recurring      ☐ N/A

Specify funding source: Taxes

Is this funding source sustainable for future years, months, etc? Yes. The Lodging Tax is levied upon the sale of lodging from hotels, motels, short-term rentals etc.

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

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

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

What impacts would the proposal have on historically excluded communities?

This ordinance codifies the process for recommending funding to cultural events.

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?

This ordinance does not create specific reporting requirements. Overall lodging tax reporting requirements are governed by [RCW 67.28.1816](#). Internally, the City's program report could include information regarding funding recommendations to cultural events hosted by organizations representing historically excluded communities.

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

Lodging tax reporting requirements are governed by [RCW 67.28.1816](#).

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?

Mayor Brown's Transition Report - ***Make it possible for neighborhood and cultural activities and events to thrive.***

Comprehensive Plan: Social Health – Arts and Cultural Enrichment

ORDINANCE NO \_\_\_\_\_

An ordinance creating the Lodging Tax Advisory Committee program; amending Chapter 04.30 of the Spokane Municipal Code.

**WHEREAS,**

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** Section 04.30.010 of the Spokane Municipal Code is amended to read as follows:

**04.30.010 Establishment**

Pursuant to RCW 67.28.1817 there is established a lodging tax advisory committee. ~~to review and comment to the city council on any proposal to:~~

- ~~A. increase the rate of,~~  
-
- ~~B. repeal an exemption from, or~~  
-
- ~~C. change the use of revenue received from~~

~~the special excise tax upon the furnishing of lodging authorized by RCW 67.28.180 (the hotel/motel tax).~~

- A. The Lodging Tax Advisory Committee shall review, comment, and make recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.
- B. The Committee shall make Lodging Tax Advisory Committee program recommendations to the City Council. The City Council shall make the final decision on all Lodging Tax Advisory Committee and may adjust recipients and funding levels from the recommendations of the Committee provided the Council satisfy the requirements of RCW 67.28.1817.
- C. The Committee may make recommendations to the mayor and city council regarding policies, programs, and projects to enhance tourism and support cultural activities and events throughout the city.

**Section 2.** That Section 04.30.020 of Chapter 04.30 of the Spokane Municipal Code is amended to read as follows:

#### **04.30.020 Membership**

The committee consists of ~~seven~~ six voting members nominated by the mayor and appointed by the city council annually. The membership is comprised of:

- A. three representatives of businesses required to collect the tax levied by SMC 08.08.010; and
- B. three persons involved in activities authorized to be funded by the revenue from the tax levied by SMC 08.08.010;
- C. one nonvoting member of the city council, who shall chair the committee.
- D. Membership of the committee is determined by RCW 67.28.1817.
- E. The city council may appoint additional members to the Committee who are involved in tourism and cultural activities, including representatives from the City of Spokane. Additional members shall be considered nonvoting members for purposes of Lodging Tax Advisory Committee recommendations.

**Section 4.** There is enacted a new section 04.30.030 to Chapter 04.30 of the Spokane Municipal Code to read as follows:

#### **04.30.030 Lodging Tax Advisory Program**

- A. The Lodging Tax Advisory Committee program is funded by the Lodging Tax authorized by RCW 67.28 and levied pursuant to SMC 08.08.010.
- B. Lodging Tax Advisory Committee grants shall be used to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities or to support tourism facilities in the city of Spokane. Applications for Lodging Tax Advisory program funding must include the following:
  - 1. the total amount of grant funds requested;
  - 2. the budget for the project; and
  - 3. tourism estimates required by RCW 67.28.1816.
- C. Lodging Tax Advisory Committee grants are awarded on a biannual basis. The City Council may change the frequency of Lodging Tax Advisory Committee by resolution.
- D. Lodging Tax Advisory Committee grants shall be made on a reimbursement basis. No funds shall be advanced in support of a project and no costs incurred

by the project may be reimbursed.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PARKS & RECREATION

**Project #**

**Contact Name/Phone**

RICH LENTZ & X6544 &

**Bid #**

**Contact E-Mail**

RLENTZ@SPOKANECITY.ORG &

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

1400-US DEPT OF AGRICULTURE - URBAN FORESTRY GRANT SBO

### **Agenda Wording**

This is a \$6,000,000 no-match, fully reimbursable USDA federally funded grant with disbursements direct from the US Forest Service. The City has a 5 year window to use the funds. Urban Forestry is requesting the approval of the attached SBO.

### **Summary (Background)**

The Urban Forestry Department of the Parks and Recreation Division was awarded a \$6 million federal grant to plant and maintain trees in economically disadvantaged areas of the city including the lower South Hill, downtown, most of Northeast Spokane and many other northern corners of the city. The grant is provided by the U.S Department of Agriculture through the Inflation Reduction Act, and the funds will be disbursed via the United States Forest Service (USFS).

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 6,000,000

Current Year Cost \$ 2,000,000

Subsequent Year(s) Cost \$ 4,000,000

### **Narrative**

Net \$0 impact. This is a \$6,000,000 no-match, fully reimbursable USDA federally funded grant with disbursements direct from the US Forest Service. The city has a 5 year window to use the funds. Urban Forestry is requesting the approval of the SBO.

### **Amount**

### **Budget Account**

Revenue \$ 2,000,000

# 1390-95855-76903-33310-99999

Expense \$ 2,000,000

# 1390-95855-76903-54201-99999

Select \$

#

Select \$

#

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## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	Monday, March 11, 2024
<b>Submitting Department</b>	Parks and Recreation – Urban Forestry
<b>Contact Name</b>	Rich Lentz / Katie Kosanke
<b>Contact Email &amp; Phone</b>	<a href="mailto:rlentz@spokanecity.org">rlentz@spokanecity.org</a> , x6544, <a href="mailto:kkosanke@spokanecity.org">kkosanke@spokanecity.org</a> , 509-363-5496
<b>Council Sponsor(s)</b>	<u>Councilmember Bingle, Councilmember Zappone, Councilmember Klitzke</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5:00
<b>Agenda Item Name</b>	U.S. Department of Agriculture - Urban Forestry Grant SBO
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Urban Forestry Department of the Parks and Recreation Division was awarded a \$6 million federal grant to plant and maintain trees in economically disadvantaged areas of the city including the lower South Hill, downtown, most of Northeast Spokane and many other northern corners of the city. The grant is provided by the U.S Department of Agriculture through the Inflation Reduction Act, and the funds will be disbursed via the United States Forest Service (USFS). This grant is a no-match, fully reimbursable grant with a 5 year timeline to use the funds. Apart from one FTE to manage the program, the primary use of the funds will be to create an up-to-date inventory of street trees, the removal of dead trees, pruning of trees in need of care, and the planting and education for the care of new trees.</p> <p>Urban Forestry is requesting the approval of the attached SBO for the USDA (USFS) Grant which creates budget capacity to accept and distribute those funds. Any unused revenue and expense authority in 2024 will carryover as an encumbrance in future years.</p>

#### Fiscal Impact

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

Total Cost: \$6,000,000 (net \$0 impact)

Current year cost: Approx. \$2,000,000

Subsequent year(s) cost: \$4,000,000

**Narrative:** This is a \$6,000,000 no-match, fully reimbursable USDA federally funded grant with disbursements direct from the United States Forest Service. The city has a 5 year window to use the funds. Urban Forestry is requesting the approval of the attached SBO for the USDA (USFS) Grant which creates budget capacity to accept and distribute those funds.

**Funding Source**    ☐ One-time    ☒ Recurring    ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? 5 Year Grant

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

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

<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities?</p> <p>All tree planting and maintenance work must be performed in disadvantaged communities that are marginalized, underserved, and overburdened by pollution and underinvestment, as identified on the CEJST Federal Map.</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>Data and reports will be generated as a part of the grant program to outline work and show progress of work completed. Tree inventory software also integrates in Census information which can be extracted to show positive impacts of tree work in disadvantaged areas.</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>Data and reports will be generated as a part of the grant program to outline work and show progress of work completed. Future tree benefits can also be equated to show positive impact of added tree canopy for environmental, economic, social and human health benefits.</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>City of Spokane Sustainability Action Plan (2021) The project contributes to:</p> <ul style="list-style-type: none"> <li>a. Natural Environment (NE) goal 1 to “establish partnerships with community organizations and agencies to leverage funding and invite community input”; strategy 2 to “establish funding for management of City lands”; priority action to “partner with community organizations and agencies that will leverage City funding budget and capacity and maximize partner funding opportunities.”</li> <li>b. Natural Environment (NE) goal 3 to “increase urban tree canopy and climate-adapted plant landscapes within the built environment”; strategy 6 to “expand urban tree canopy to capture more carbon and moderate neighborhood microclimate”; priority action 6.1 to “increase City’s urban canopy from the current level of 23% to 40% cover by 2030 and use an equity framework to prioritize low-canopy and low-income neighborhoods.”</li> <li>c. Transportation and Land Use (TL) goal 4 to “integrate Sustainability Action Plan goals, strategies, and actions into City planning”; strategy 8 to “update comprehensive plan to incorporate climate action and updated sustainability goals”; priority action 8.5 to “review and update City code to preserve urban forest and mitigate urban heat island impacts.”</li> <li>d. Water Resources (WR) goal 1 to “protect the Spokane River and natural aquatic ecosystems (wetlands, shorelines, aquatic ecosystems biodiversity, stream, floodplains, aquifer recharge areas); strategy 5 to “improve stormwater and wastewater management”; priority action 5.1 to “continue to invest in stormwater management</li> </ul>



strategies and wastewater treatment upgrades and innovations to reduce pollutants entering Spokane River and the SVRP Aquifer.”

City of Spokane Comprehensive Plan (2017) The project contributes to:

- a. Transportation (TR) goal E to “protect natural, community, and neighborhood assets to create and connect places where people live their daily lives in a safe and healthy environment.”
- b. Urban Design and Historic Preservation (DP) goal 2.15 to “maintain, improve, and increase the number of street trees and planted areas in the urban environment.”
- c. Natural Environment (NE) goal 5 to “work consistently for cleaner air that nurtures the health of current residents, children and future generations”; policy 5.5 to “plant and preserve vegetation that benefits local air quality.”
- d. Natural Environment (NE) goal 12 to “maintain and enhance the urban forest to provide good air quality, reduce urban warming, and increase habitat”; policy 12.1 to “plant trees along all streets.”
- e. Parks, Recreation, and Open Space (PRS) policy 2.4 to “support a comprehensive urban forestry program.”

Spokane Parks and Natural Lands Master Plan (2022) The project aligns with:

- a. Areas of Spokane identified with significant factors of socioeconomic vulnerability – CDC social vulnerability index, asthma, mental health, and physical inactivity – and the overall equity priority zones.

The project contributes to:

- a. Goal A to “serving the under-resourced”; objective 2 to “invest in equity priority zones to ensure proper street tree maintenance does not adversely burden community members and/or result in inadequate urban tree canopy coverage.”
- b. Goal C to “preserve our wild”; objective 5 to “enhance our natural lands with projects to restore ecologies and build resilience to natural disasters by growing the urban forest to take in carbon and filter particulate matter from the air, provide shade and mitigate the urban heat island effect of hot summers, and provide critical wildlife habitat for feeding, nesting and migration.”

Spokane Municipal Code The project contributes to:

- a. Section 12.02.905(A), “It is the goal of the City of Spokane that thirty percent (30%) of the total land area within the City of Spokane has a healthy and functioning tree canopy coverage by 2030.”
- b. Section 12.02.905(B), “It is a goal of the City of Spokane to create and maintain active re-forestation programs in Spokane.”

Examples of local technical resources and research that will be used to inform the project’s approach are:

- Spokane Beat the Heat: Correlations of Urban Heat with Race and Income in Spokane, Washington (Gonzaga University, 2023)
- i-Tree Neighborhood Urban Tree Canopy Cover Analysis (Gonzaga University, 2021)
- Urban Tree Analysis Report 2020 (Gonzaga University, The Lands Council, City of Spokane, 2020)
- Spokane Master Planting Plan (City of Spokane, pending completion in 2023)
- Social Equity of Street Trees in the Pedestrian Realm (Eastern Washington University, 2016)

- City of Spokane Street Tree Resource Analysis (City of Spokane, 2013)
- Washington Environmental Health Disparities Map (University of Washington, Washington State Department of Health, Front and Centered, Washington State Department of Ecology, and Puget Sound Clean Air Agency, 2019)

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Urban Forestry Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$2,000,000
  - A) Of the increased revenue, \$2,000,000 is provided by the United States Department of Agriculture (USDA) and disbursed by the United States Forest Service (USFS) as part of the United States Federal Government's Inflation Reduction Act.
- 2) Increase appropriation by \$2,000,000
  - A) Of the increased appropriation, \$2,000,000 is provided solely for contractual services procured to plant and maintain trees in economically disadvantaged areas of the City of Spokane.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept and budget for grant funding from the USDA to plant and maintain trees in economically disadvantaged areas of the City of Spokane, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

KEVIN X6184

**Bid #**

**Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE KKLITZKE ZZAPPONE

**Agenda Item Name**

0650 - 2024 COMPREHENSIVE PLAN AMENDMENTS WORK PROGRAM

### **Agenda Wording**

A resolution approving the 2024 Comprehensive Plan Amendment work program, identifying which proposals will be accepted for full processing during 2024.

### **Summary (Background)**

The City of Spokane accepts applications to amend the Comprehensive Plan between September 1 and October 31 each year, per SMC 17G.020. In Fall 2023, six private applications were received by Staff and found to be complete. Application File Nos. Z23-474COMP, Z23-475COMP, Z23-476COMP, Z23-477COMP, Z23-478COMP, and Z23-479COMP are private applications for various amendments to the Land Use Plan Map of the Comprehensive Plan.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

### **Narrative**

#### **Amount**

#### **Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	BLACK, TIRRELL		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	RICHMAN, JAMES		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

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amccall@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	March 11, 2024
<b>Submitting Department</b>	Planning & Economic Development
<b>Contact Name</b>	Kevin Freibott
<b>Contact Email &amp; Phone</b>	<a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a> , (509) 625 - 6184
<b>Council Sponsor(s)</b>	Council Member Bingle, Council Member Zappone, and Council Member Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 minutes
<b>Agenda Item Name</b>	A Resolution establishing the 2024 Comprehensive Plan Amendment work program, selecting which of the proposed amendments will move forward for full processing, as required by Spokane Municipal Code 17G.020.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane accepts applications to amend the Comprehensive Plan between September 1 and October 31 each year, per SMC 17G.020. In Fall 2023, six private applications were received by Staff and found to be complete.</p> <p>Application File Nos. Z23-474COMP, Z23-475COMP, Z23-476COMP, Z23-477COMP, Z23-478COMP, and Z23-479COMP are private applications for various amendments to the Land Use Plan Map of the Comprehensive Plan.</p> <p>On February 9, 2024, an ad hoc docketing committee, consisting of three members of the City Council and three members of Plan Commission, voted to recommend the addition of all six private applications to the work program, with geographic expansions recommended for four of them. See the attached findings from the Docketing Committee for more details.</p> <p>In addition to the private applications, a group of City-sponsored changes are proposed to implement the South Logan TOD Plan completed and adopted by City Council early this year (Res 2024-0015). The Comprehensive Plan Amendments necessary to implement this study is identified as File Z24-105COMP.</p> <p>Staff requests that the City Council consider and adopt a Resolution (attached) adding all seven proposals to the work plan for 2024, allowing Staff to initiate full processing of these applications. Once these are added to the work program by Council, a further seven- or eight-months' work will be required before they can be brought back for final approval by the Council (October or November 2024). This additional work includes substantial opportunities for the public to provide input into the proposals.</p> <p>Following a request by one Councilmember, the attached draft resolution includes a stipulation that applications Z23-474COMP (Mission &amp; Sinto) and Z23-475COMP (Lacey Street) be processed as city-sponsored applications, with any fees already paid by these entities to be refunded. In the case that this change is satisfactory to Council, Staff requests that City Council commit to providing sufficient funding for the noticing, signage, and any technical studies that may be required of these proposals.</p>

### Fiscal Impact

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

Total Cost: Varies—if proposals are expanded there may be additional costs for noticing and signage borne by the City.

Current year cost: Dependent on expanded proposals—maximum of approximately \$15,000

Subsequent year(s) cost: None. These are completed in a single year.

**Narrative:** Processing of these applications is done using existing staff time and resources.

**Funding Source** ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Costs incurred as a result of expanded proposals is a function of Council's discretion and cannot be estimated in advance. As such, the impact of any future proposals (not this year) is unknown and this question cannot be answered.

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

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? **Please see the South Logan TOD Plan for information on how that proposal would affect these communities. As for the private proposals, they concern land use and zoning changes to private land, initiated by private landowners.**
- 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 proposals are simple map changes with no physical changes to the City. Future development/redevelopment is neither certain nor required. However, we do generally track whether these applications do redevelop in the future but do not receive demographic/social reports on these factors from developers (nor are such reports required by code or policy).**
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? **See the answer above. The program is generally annual and City staff study past amendments to see if they redevelop, how they redevelop, and if any refinements are necessary to the Comp Plan Amendment program.**
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
**The private proposals were reviewed for general consistency by Staff. The proposals were additionally reviewed by the Ad Hoc Docketing Committee for adoption into the 2024 work program, which included reviewing the applications against the criteria outlined in SMC 17G.020.026, including criterion E. The docketing committee voted that the applications met this criterion. The city sponsored application is intended to implement the vision adopted by City Council in Resolution 2024-0015.**

### Council Subcommittee Review



- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. **The findings of the Docketing Committee are attached as an exhibit to the draft Resolution (Exhibit A).**

**Spokane City Council Docketing Committee – February 9, 2024**

**FINDINGS, CONCLUSIONS, and RECOMMENDATION**

**Comprehensive Plan Amendment Application File Nos. Z23-474COMP, Z23-475COMP, Z23-476COMP, Z23-477COMP, Z23-478COMP, and Z23-479COMP.**

**FINDINGS:**

- A. The Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, and substantially amended it in 2017, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans generally may be amended no more frequently than once per year. All amendment proposals must be considered concurrently to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D. SMC 17G.020 provides the process by which applications to amend the Comprehensive Plan should be processed, wherein SMC 17G.020.025 establishes a threshold review process to be undertaken by an ad hoc City Council committee known as the "docketing committee."
- E. Notice of the ad hoc committee meeting was provided via email to all neighborhood council leadership in the City on January 31, 2024.
- F. The docketing committee reviews comprehensive plan amendment applications from the public at the threshold review stage for compliance with seven specific criteria, codified in SMC 17G.020.026.
- G. The docketing committee met on February 9, 2024 at 11:00 am in person, in the Council Briefing Center, and online, via Teams, and reviewed applications Z23-474COMP, Z23-475COMP, Z23-476COMP, Z23-477COMP, Z23-478COMP, and Z23-479COMP (the "Applications").
- H. Staff provided an overview of the decision criteria for threshold review of a Comprehensive Plan amendment application as prescribed by SMC 17G.020.026, Threshold Review Decision Criteria.
- I. Written public comments received as of February 8, 2024 at 5:00 p.m. were forwarded to the committee.

## **CONCLUSIONS:**


Based upon the application materials, staff, and public comments received, the docketing committee concludes that all proposed amendments to the Comprehensive Plan satisfy the threshold review criteria, as detailed in SMC 17G.020.026, and recommend to the City Council that the proposals should be included in the Annual Comprehensive Plan Amendment Work Program for 2024, subject to the following.

1. The docketing committee finds, regarding applications Z23-474COMP (Mission & Sinto), Z23-475COMP (Lacey Street), Z23-476COMP (Eighth Avenue), Z23-477COMP (Bemis & Sunset), Z23-478COMP (Assembly & Bemis), and Z23-479COMP (Indian Trail):
  - a) The proposed amendments present matters appropriately addressed through the comprehensive plan.
  - b) The proposed amendments do not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process.
  - c) The proposed amendments can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
  - d) When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics.
  - e) The proposed amendments are generally consistent with current policies in the comprehensive plan for site-specific amendment proposals. The proposed amendments are also consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code.
  - f) The proposed amendments are not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program.
  - g) State law does not require, nor has a decision of a court or administrative agency directed, such changes.

## **RECOMMENDATION:**

Based on the foregoing findings and conclusions, the docketing committee voted unanimously to recommend the following:

- Application **Z23-474COMP (Mission & Sinto)** is recommended to be included in the work program, with the inclusion of nearby similarly situated parcel 35162.0105 (2028 E Mission Ave).
- Application **Z23-475COMP (Lacey Street)** is recommended to be included in the work program as proposed.
- Application **Z23-476COMP (Eighth Avenue)** is recommended to be included in the work program with the addition of nearby similarly situated parcels 25243.1304 through 25243.1307.
  - A portion of the right-of-way (ROW) east of the application, not to include any steep slopes down to the river, is also recommended to be included in the work program, with the costs associated with noticing that expansion borne by the applicant (e.g., signage, mailing). See **Exhibit A** for a general depiction of the area recommended by the docketing committee.
- Application **Z23-477COMP (Bemis & Sunset)** is recommended to be included in the work program as proposed.
- Application **Z23-478COMP (Assembly & Bemis)** is recommended to be included in the work program, with the inclusion of nearby similarly situated parcels 25262.0312 (1434 S Bemis St), 25262.0311 (1432 S Bemis St), and the small portion of parcel 25236.0057 (1403 S Assembly Rd) that is currently designated “Residential Low”.
- Application **Z23-479COMP (Indian Trail)** is recommended to be included in the work program, with the inclusion of portions of nearby similarly situated parcels 26262.2621, 26262.2620, and 26261.3401. See **Exhibit B** for a general depiction of the area recommended by the docketing committee.

  
 Jonathan Bingle (Feb 15, 2024 21:05 PST)

Councilmember Jonathan Bingle, Chair

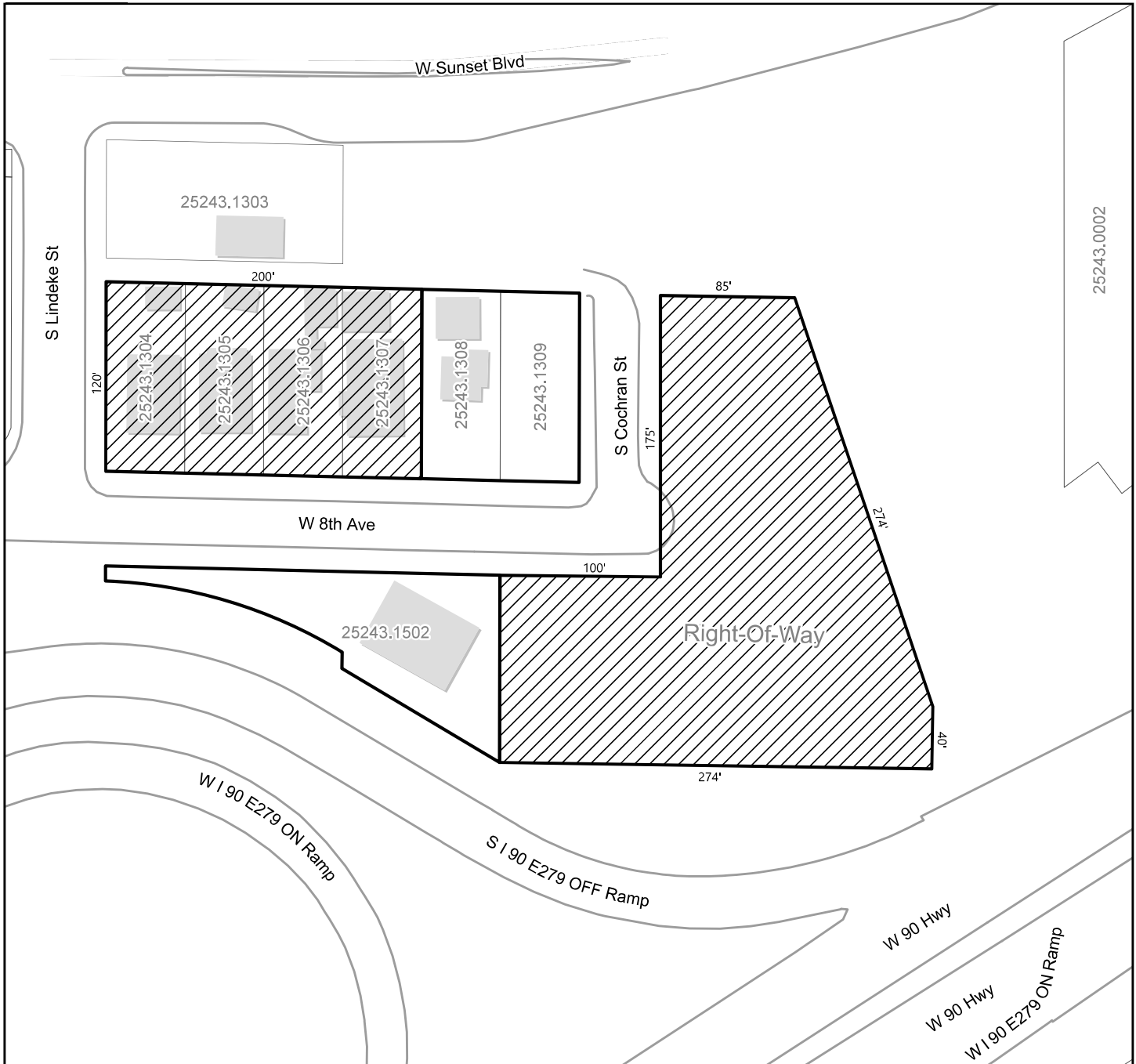
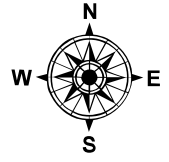
Feb 15, 2024

Date







# EXHIBIT A Recommended Expansion Areas

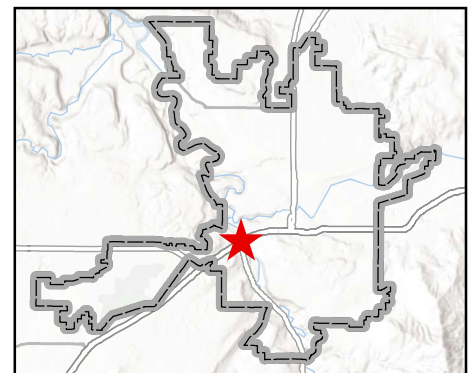
Department of Planning & Economic Development



File Number: Z23-476COMP (Eighth Ave)  
Neighborhood: West Hills

-  Project Area
-  Possible Expansion Area
-  Building
-  Parcel

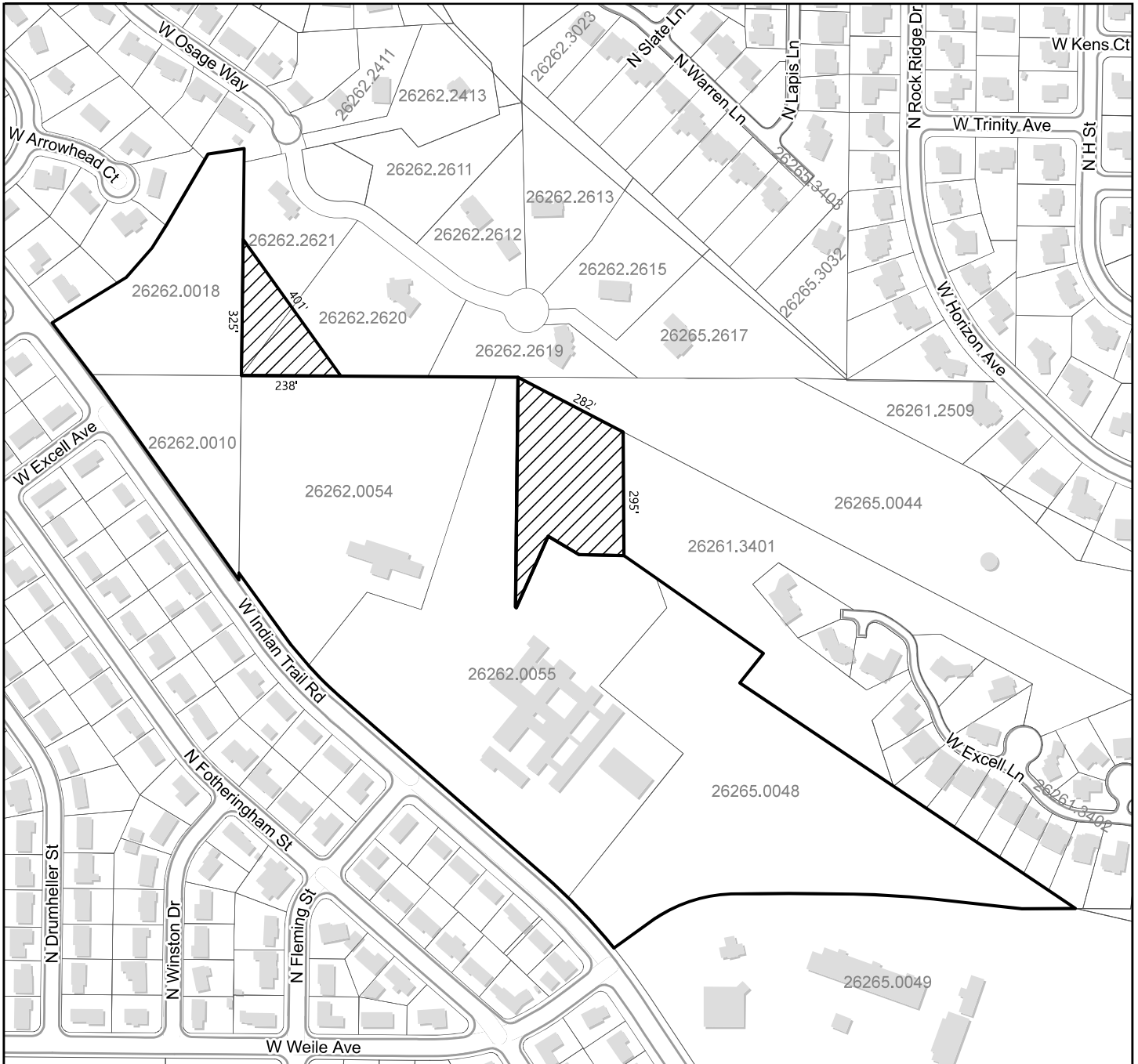
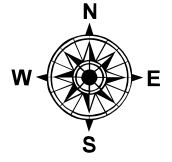
Area shown was recommended by the Docketing Committee on February 9, 2024.  
Approximate dimensions of expanded area shown in map above.





# EXHIBIT B Recommended Expansion Areas

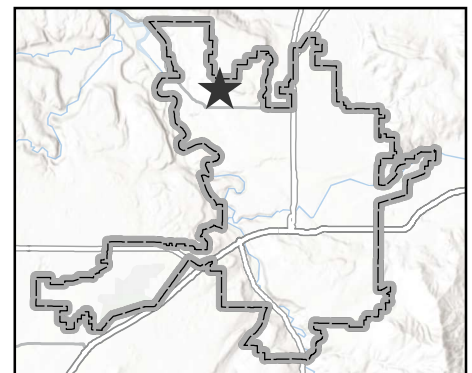
Department of Planning & Economic Development



File Number: Z23-479COMP (Indian Trail)  
Neighborhood: Balboa / South Indian Trail

- Project Area
- Possible Expansion Area
- Building
- Parcel

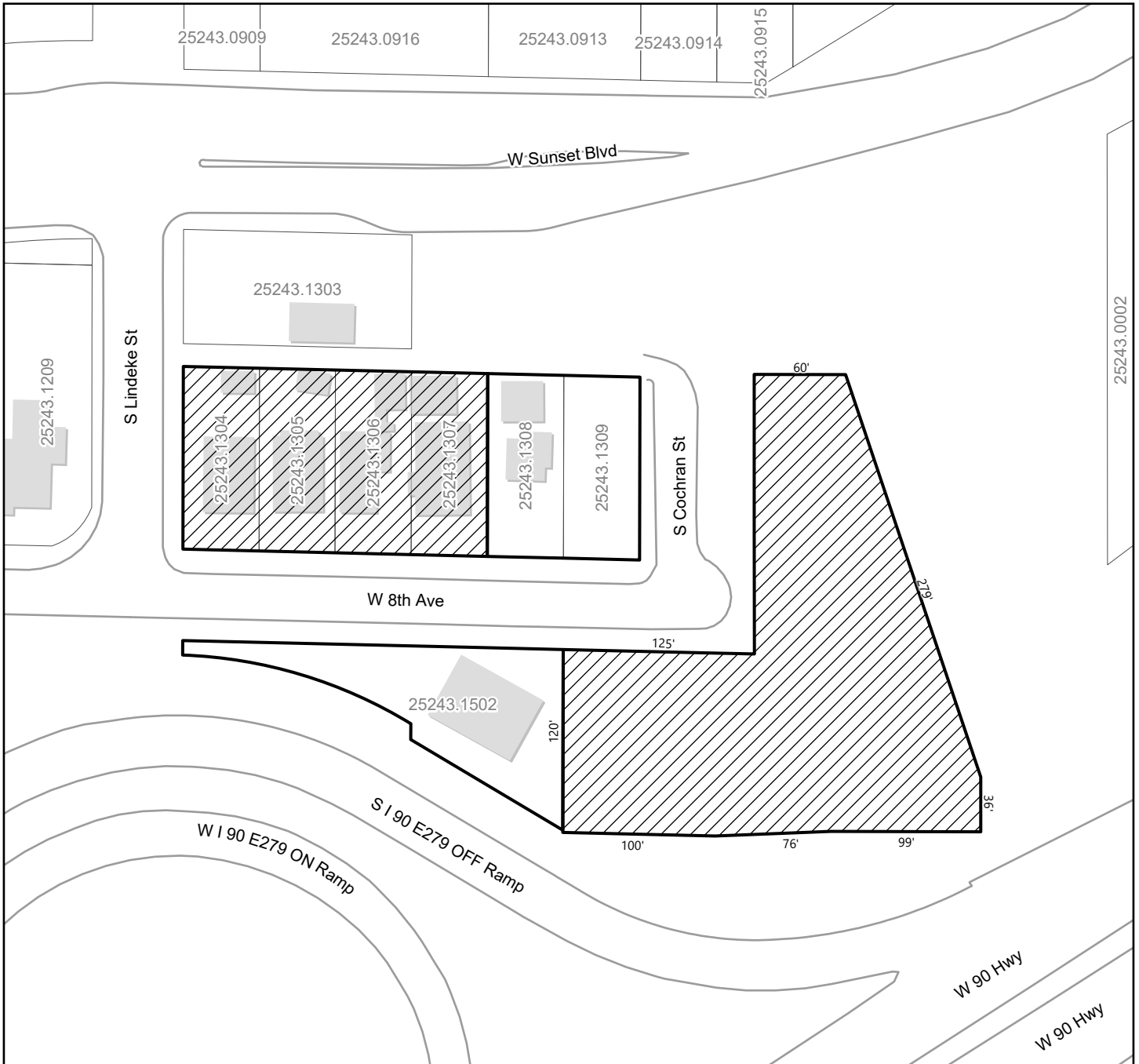
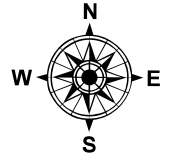
Area shown was recommended by the Docketing Committee on February 9, 2024.  
Approximate dimensions of expanded area shown in map above.





# EXHIBIT B - FILE Z23-476COMP Recommended Expansion Areas

Department of Planning & Economic Development

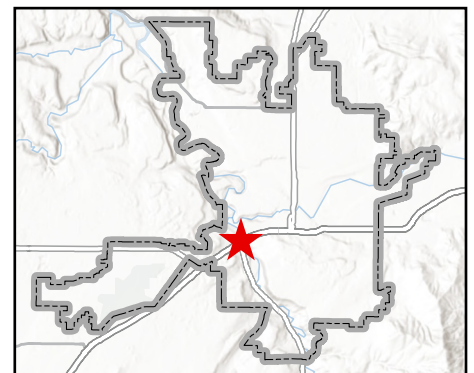


File Number: Z23-476COMP (8th Avenue)

Neighborhood: West Hills

- Project Area
- Possible Expansion Area
- Building
- Parcel

Area shown was recommended by the Docketing Committee on February 9, 2024.  
Approximate dimensions of expanded area shown in map above.

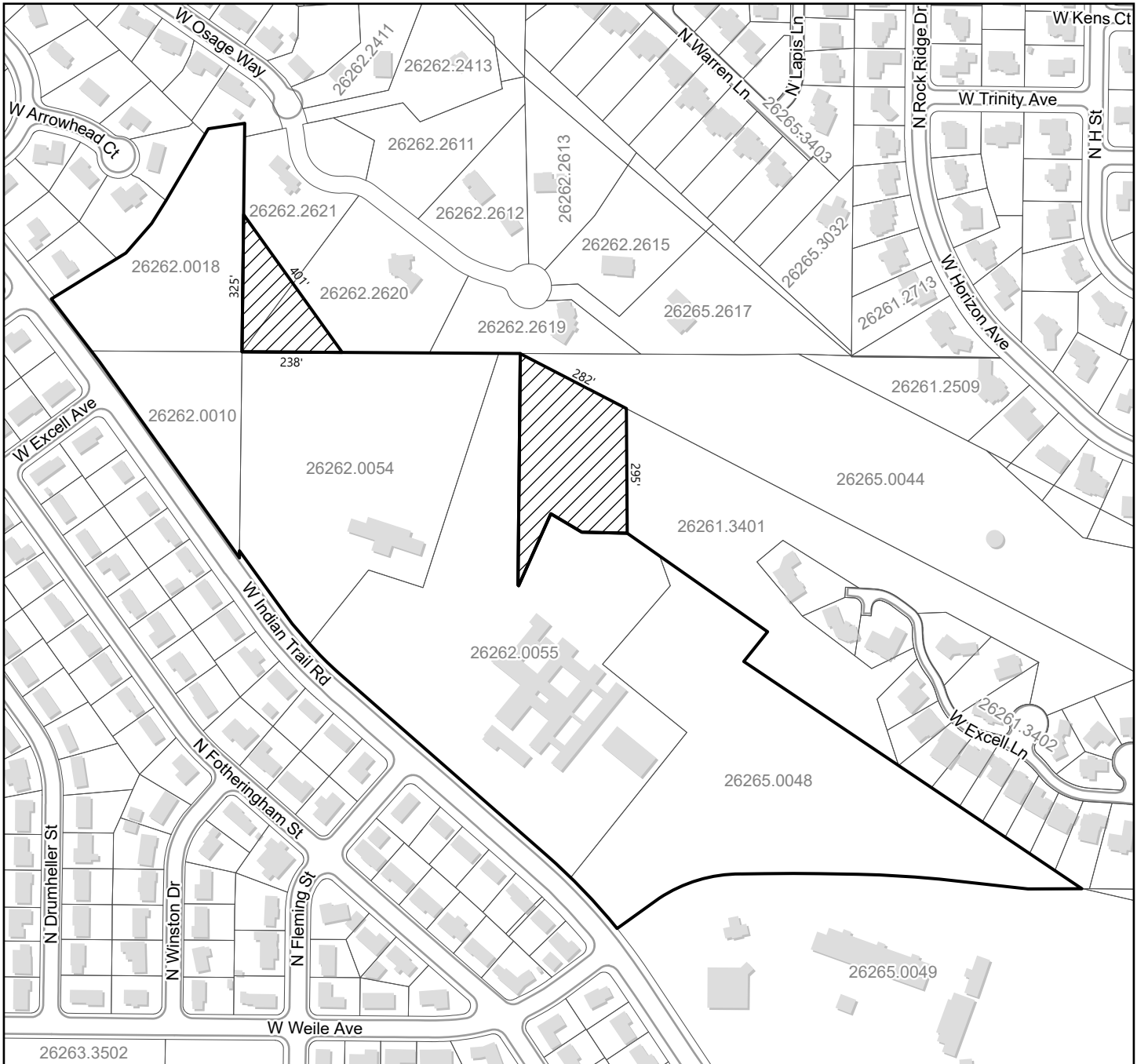
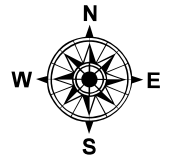






# EXHIBIT C - FILE Z23-479COMP Recommended Expansion Areas

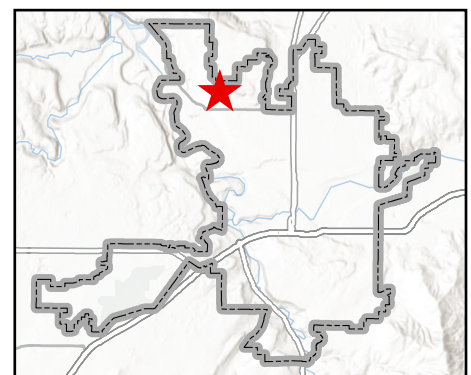
Department of Planning & Economic Development



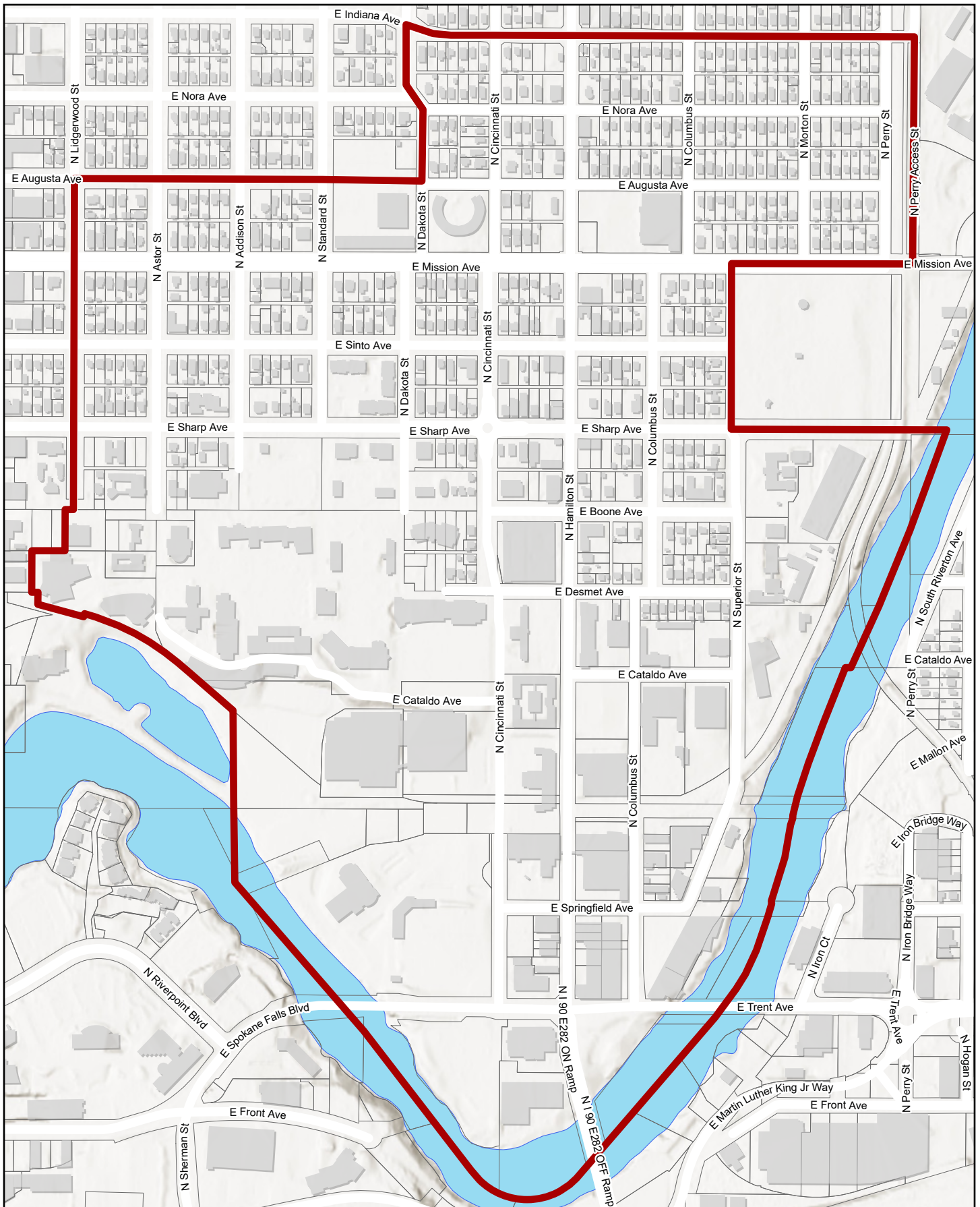
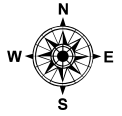
File Number: Z23-479COMP (Indian Trail)  
Neighborhood: Balboa / South Indian Trail

- Project Area
- Possible Expansion Area
- Building
- Parcel

Area shown was recommended by the Docketing Committee on February 9, 2024.  
Approximate dimensions of expanded area shown in map above.









## Application Overview

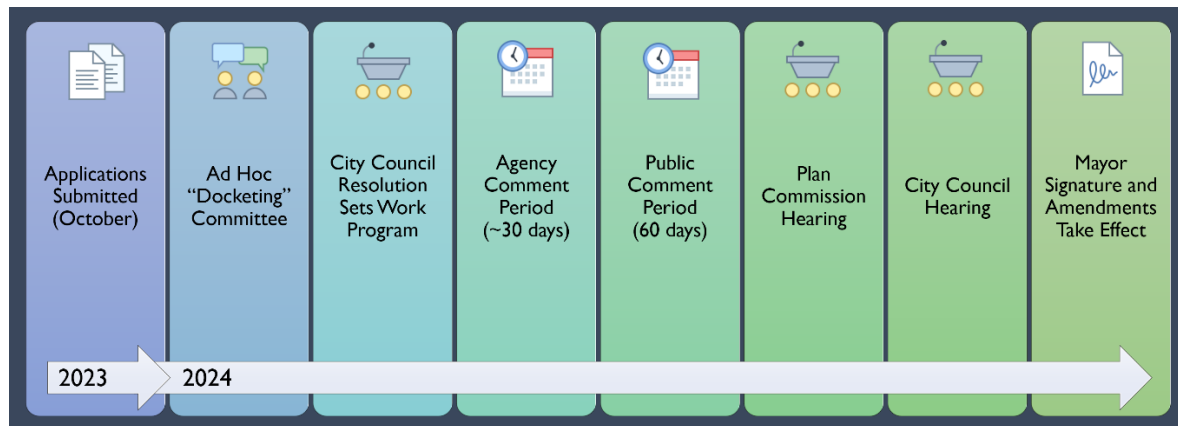
SHAPING SPOKANE — THE CITY OF SPOKANE COMPREHENSIVE PLAN

*Document Date: January 30, 2024*

The City opened an application intake period for the 2024 Comprehensive Plan Amendment (CPA) program from September 1, 2023 until October 31, 2023. By the close of the application period, six applications were received and determined to be Counter Complete.

### The Annual Program in Summary

The process for each year's consideration of amendments is laid out in the Municipal Code under [SMC 17G.020](#). For your reference, the following graphic provides a rough outline of the process, which generally takes 12-14 months to complete.



### Threshold Criteria

SMC 17G.020.026 states that any application to be included in the annual work program should meet the following criteria:

- The proposed amendment presents a matter appropriately addressed through the comprehensive plan; and
- The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process; and
- The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program; and
- When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics; and

- E. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code; and
- F. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated; or
- G. State law requires, or a decision of a court or administrative agency has directed such a change.

### Applications to Review

All six private applications propose changes to the [Land Use Plan Map, LU – 1](#), with attendant changes to the Zoning Map. Each application would, if approved, change the land use plan map designation and zoning of between one and nine parcels of varying size. The following table provides some detail of those proposals and provides the page in this overview where additional information can be found.

File #	General Location	Neighborhood	Proposed Change	Page #
<b>Z23-474COMP</b>	Mission & Sinto	Chief Garry Park	Mini Center and Residential Low to Mini Center and Office	p. 3
<b>Z23-475COMP</b>	Lacey Street	Bemiss	Light Industrial to Residential Plus	p. 6
<b>Z23-476COMP</b>	Eighth Avenue	West Hills	Office and Residential Low to General Commercial	p. 9
<b>Z23-477COMP</b>	Bemis & Sunset	West Hills	Residential Low to General Commercial	p. 12
<b>Z23-478COMP</b>	Assembly & Bemis	West Hills	Residential Low to General Commercial	p. 15
<b>Z23-479COMP</b>	Indian Trail	Balboa/South Indian Trail	Residential Low to Residential Low, Residential Moderate, General Commercial, and Open Space	p. 18



## File Z23-474COMP – “Mission & Sinto”

Applicant: Family Promise of Spokane  
Agent: none  
Parcels: 35162.0110, 35162.0111, 35162.0121, 35162.0122  
Acres: 1.3  
Existing Land Use Designation: Mini Center & Residential Low  
Proposed Land Use Designation: Mini Center & Office  
Existing Zoning: NR-35 & R1  
Proposed Zoning: NR-40 & OR-40

This application, if approved, would amend the existing parcel within the Mini Center to allow five more feet of building height (35 feet to 40 feet). For the other three parcels, the use would change to office retail, also with a height of 40 feet. This would bring the Family Promise parking lot on the southern parcel into compliance with its zoning. The current parking lot is a legal non-conforming use under a Conditional Use Permit.

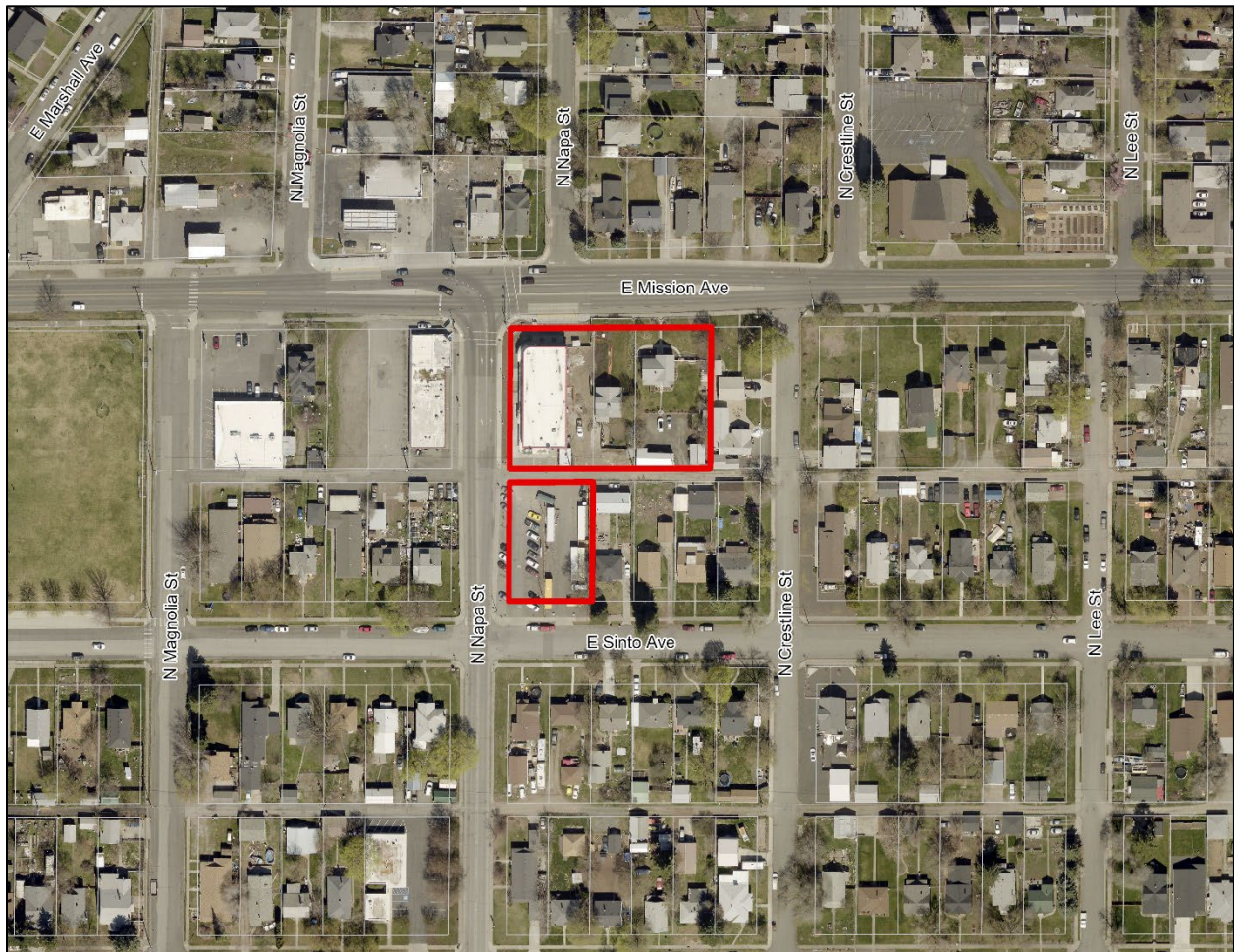


Figure 1: Aerial Overview, File Z23-474COMP

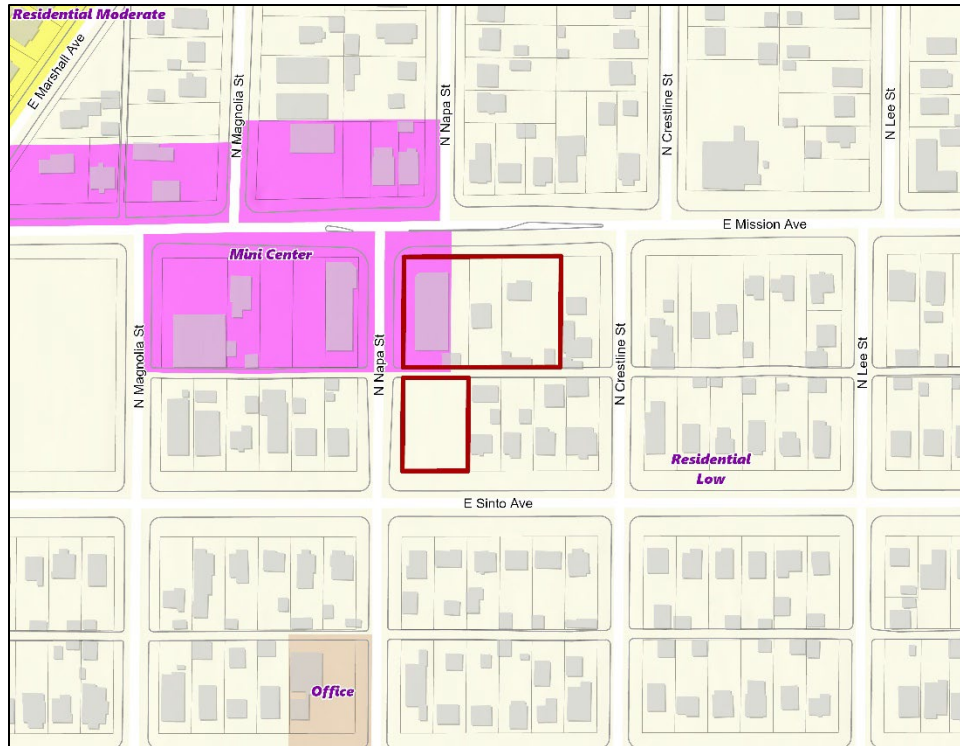


Figure 2: Existing Land Use Plan Map Designation, File Z23-474COMP

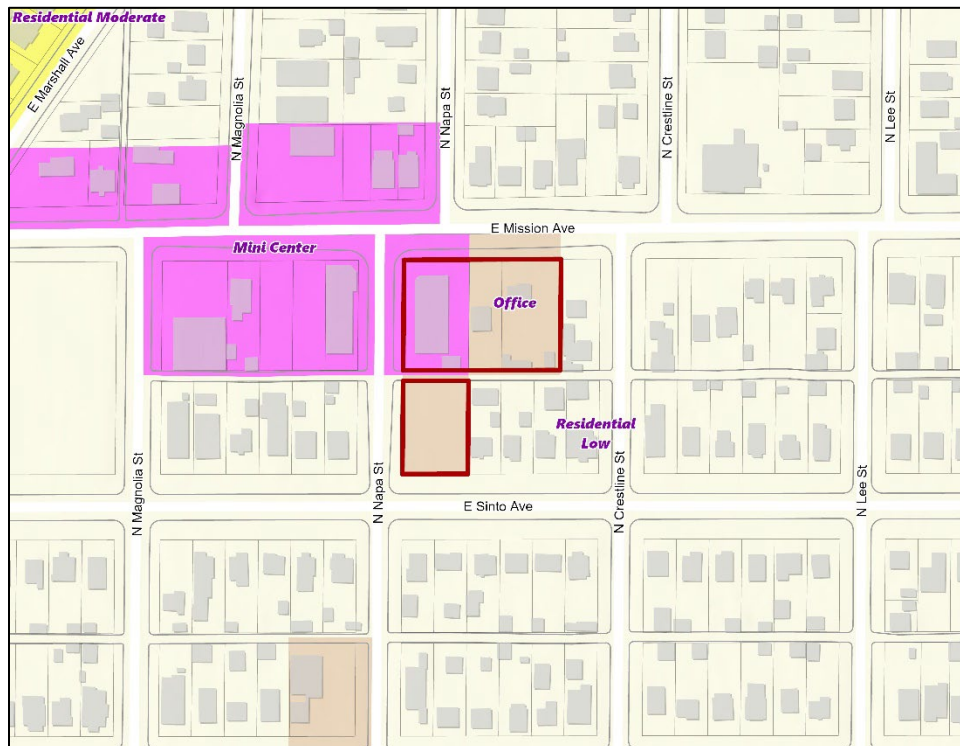


Figure 3: Proposed Land Use Plan Map Designation, File Z23-474COMP



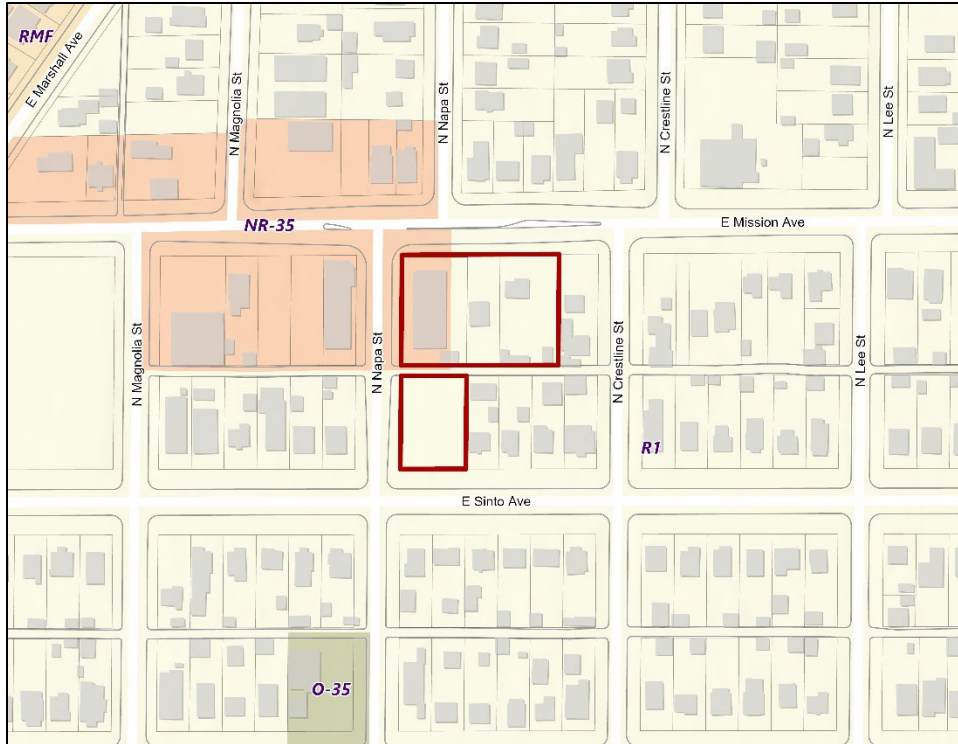


Figure 4: Existing Zoning, File Z23-474COMP

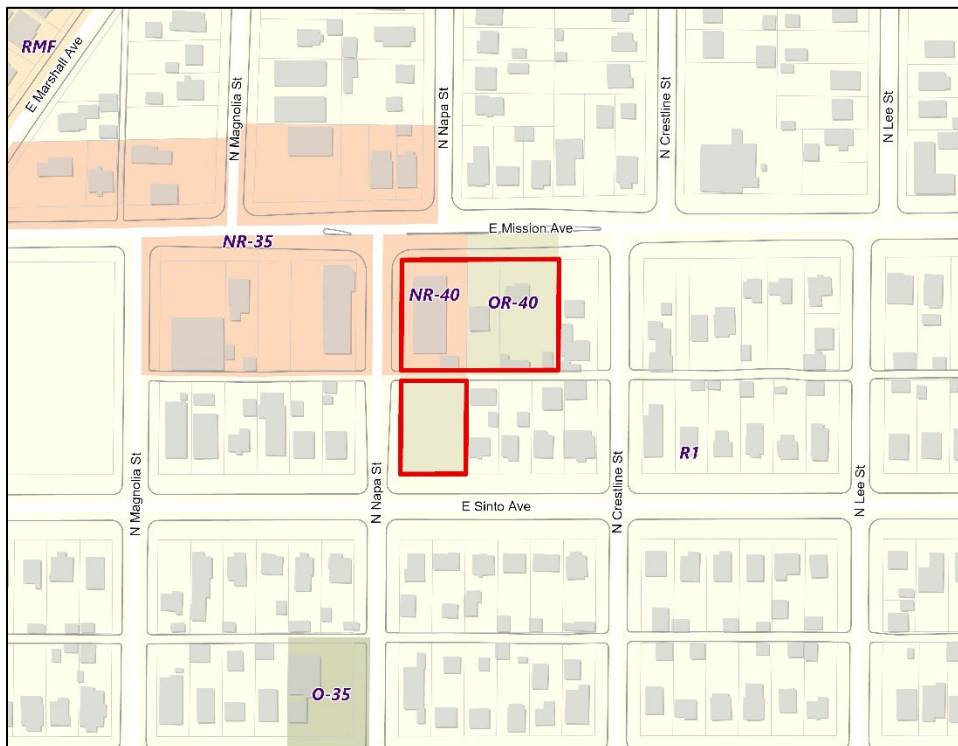


Figure 5: Proposed Zoning, File Z23-474COMP

### File Z23-475COMP – “Lacey Street”

Applicant:	Mujeres in Action
Agent:	none
Parcels:	35044.0925
Acres:	1.0
Existing Land Use Designation:	Industrial
Proposed Land Use Designation:	Residential Plus
Existing Zoning:	LI
Proposed Zoning:	R2

The parcel involved currently contains a community garden owned and managed by the Northeast Community Center (NECCA). NECCA’s representative signed the application, indicating that the applicant (Mujeres in Action) has their permission to act as their representative for this proposal. NECCA has also communicated to the City that the Spokane Youth Soccer Association (SYSA), which operates the adjacent Andrew Rypien field, has a “right of first refusal” on the purchase of the subject property. While future ownership of this parcel is not yet assured, the current owner of the parcel has accepted the proposal by Mujeres in Action and the proposed amendment can continue processing.



Figure 6: Aerial Overview, File Z23-475COMP



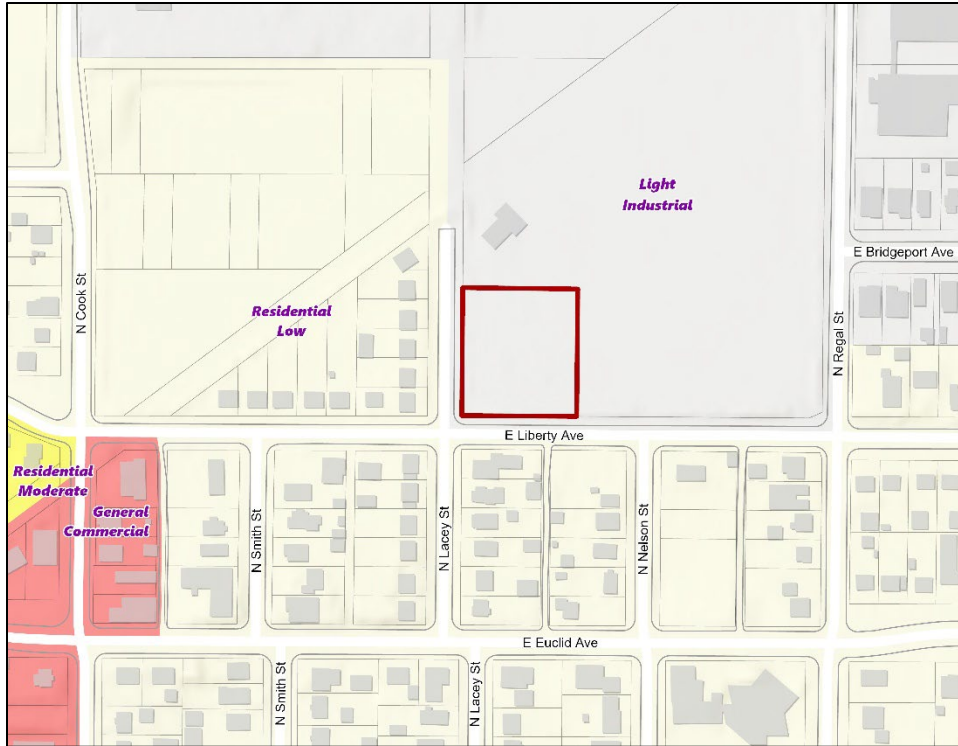


Figure 7: Existing Land Use Plan Map Designation, File Z23-475COMP

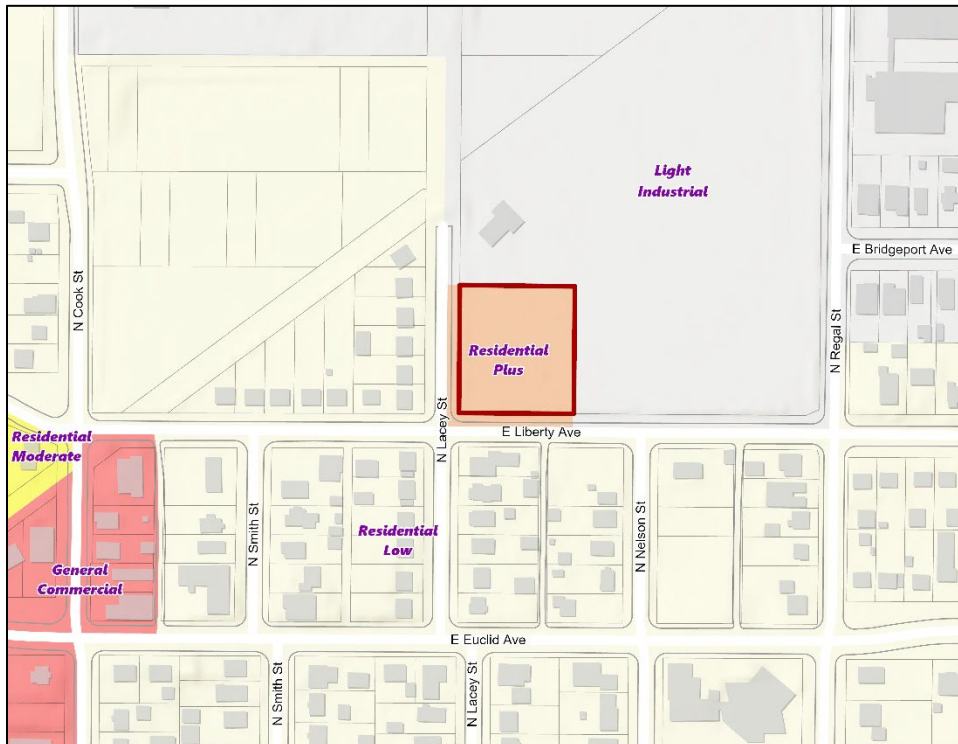


Figure 8: Proposed Land Use Plan Map Designation, File Z23-475COMP



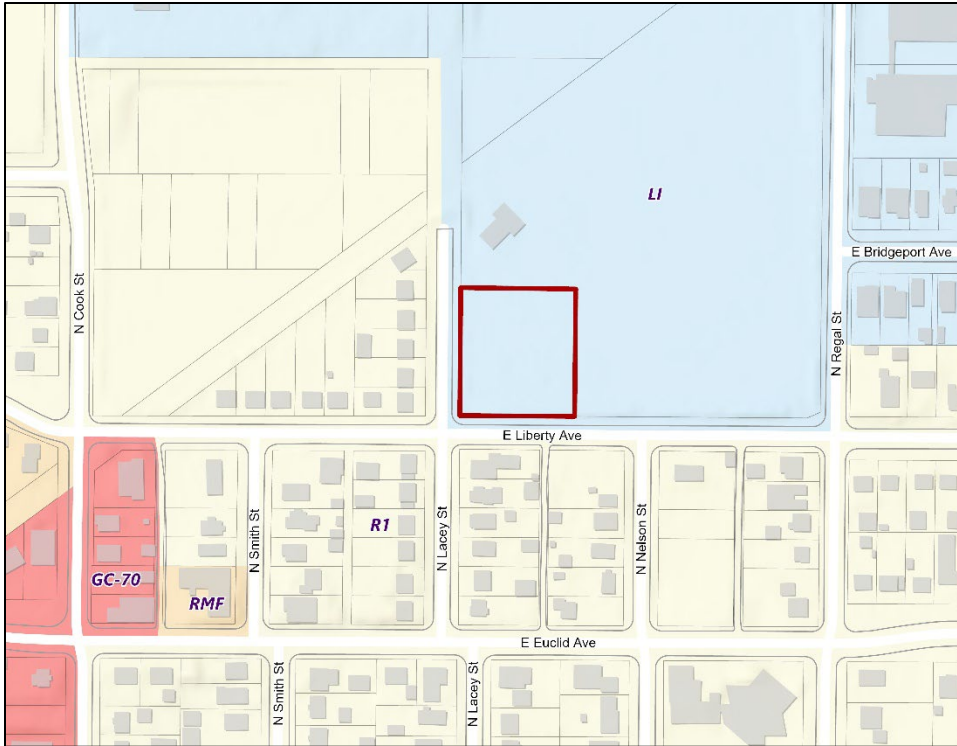


Figure 9: Existing Zoning, File Z23-475COMP

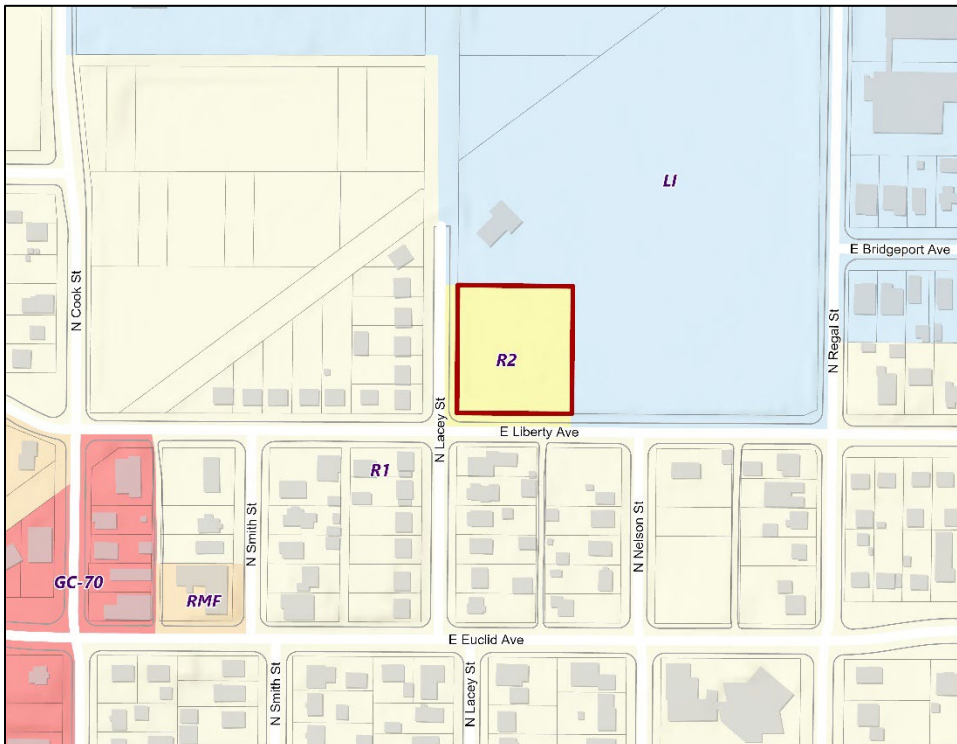


Figure 10: Proposed Zoning, File Z23-475COMP

### File Z23-476COMP – “Eighth Avenue”

Applicant:	Northwest Renewables
Agent:	Storhaug Engineering (Clifton Trimble)
Parcels:	35243.1502, 25243.1308, 25243.1309
Acres:	0.6
Existing Land Use Designation:	Office & Residential Low
Proposed Land Use Designation:	General Commercial
Existing Zoning:	O-35 & R1
Proposed Zoning:	CB-55

This proposal would amend the use of the applicant’s own parcels between the Mini Center at Government Way and Sunset Highway and the I-90 corridor. The applicant has indicated that the commercial use on the southern parcel would most likely remain, though the disposition of the home and empty lot to the north is currently not known. The two homes to the west of the subject parcels are neither owned by the applicant nor are they a part of the proposal. While the pre-submittal meetings indicated that this proposal would include part of the adjacent right-of-way, presumed to be held by the railroad, ultimately the applicant did not include that area in their proposal.



Figure 11: Aerial Overview, File Z23-476COMP



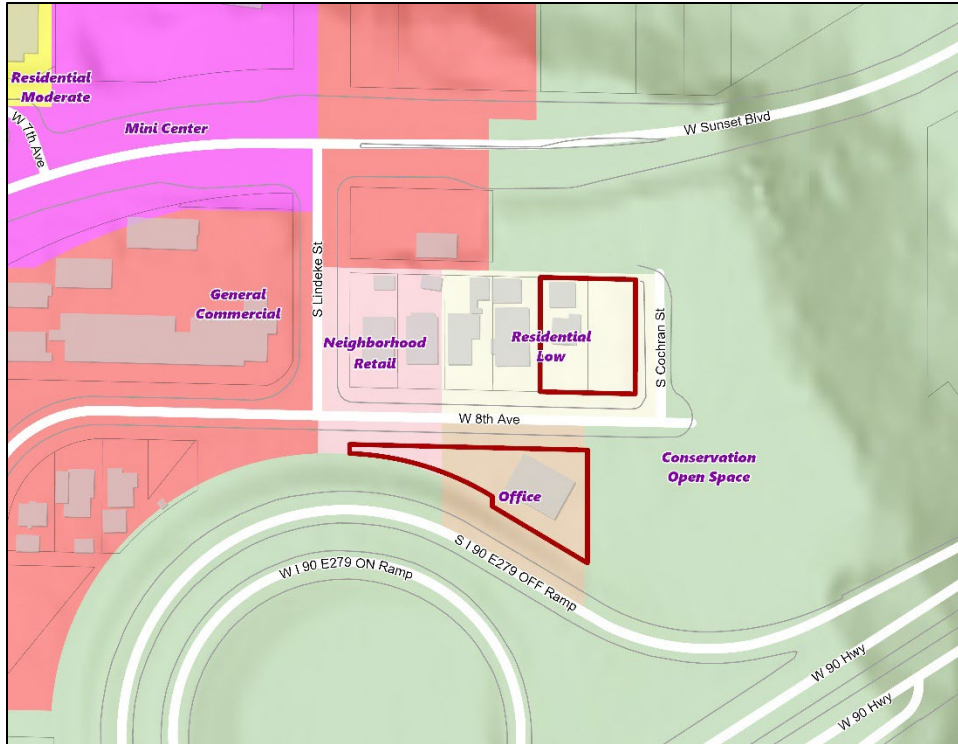


Figure 12: Existing Land Use Plan Map Designation, File Z23-476COMP

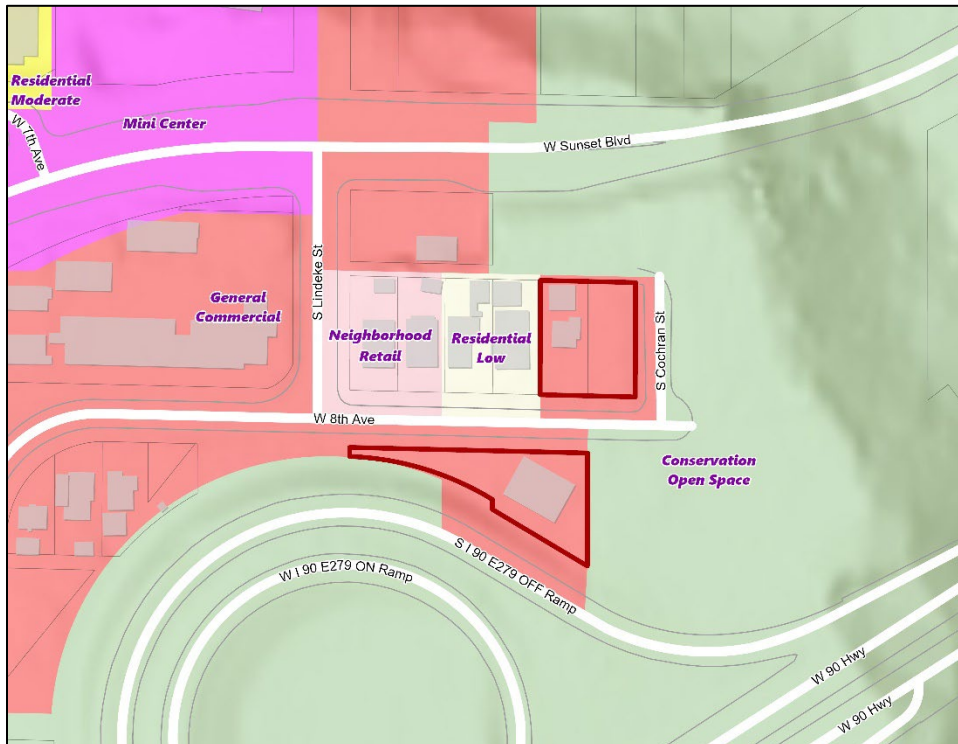


Figure 13: Proposed Land Use Plan Map Designation, File Z23-476COMP

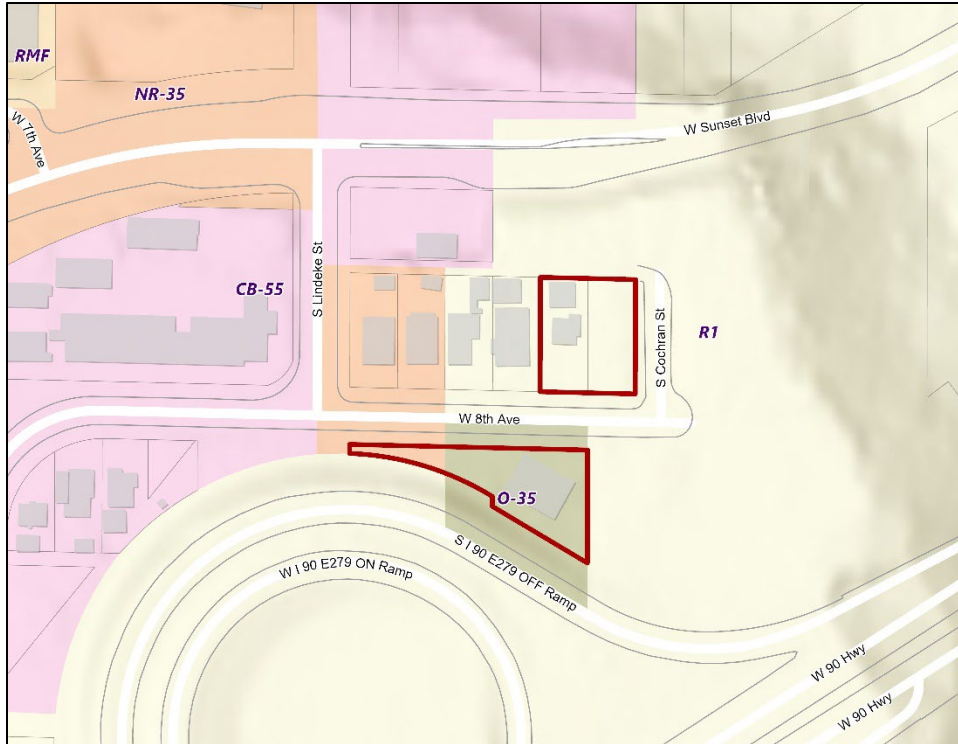


Figure 14: Existing Zoning, File Z23-476COMP

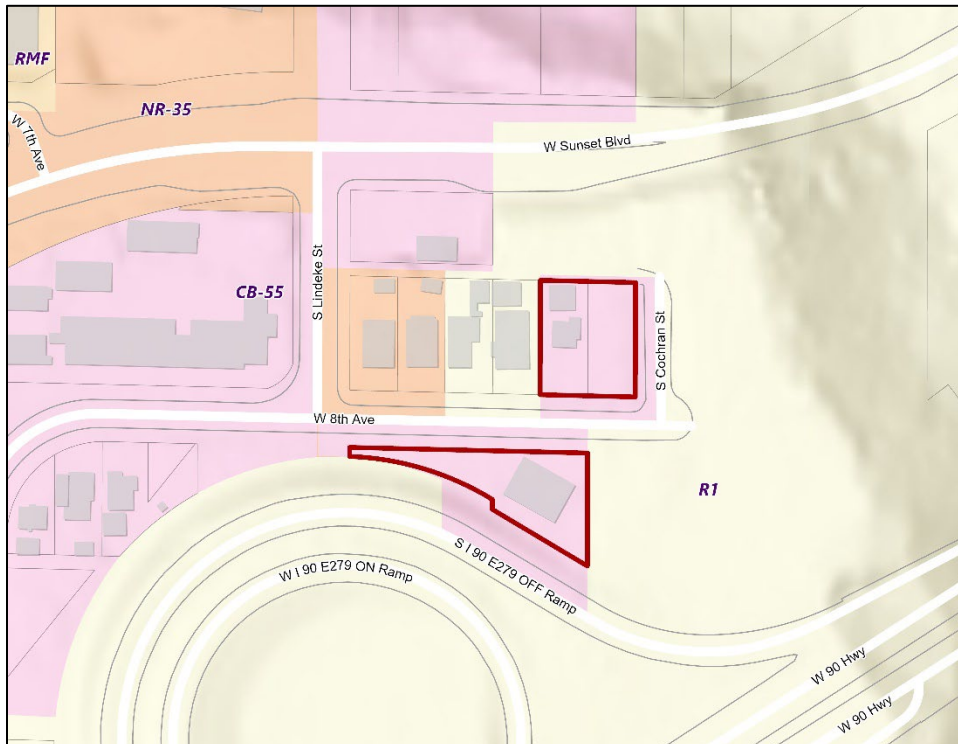


Figure 15: Proposed Zoning, File Z23-476COMP



### File Z23-477COMP – “Bemis & Sunset”

Applicant: CV the James, LLC  
Agent: Storhaug Engineering (Clifton Trimble)  
Parcels: 25262.0505, 25262.0108  
Acres: 0.8  
Existing Land Use Designation: Residential Low  
Proposed Land Use Designation: General Commercial  
Existing Zoning: R1  
Proposed Zoning: GC-70

While this proposal is sited immediately adjacent to the next (see File Z23-478COMP), the two proposals are unrelated with different owners and agents. This general location includes a large right-of-way for Sunset Boulevard due to terrain that exists between Sunset and the subject parcels. Property to the south of Sunset Blvd was the subject of a past Comprehensive Plan Amendment (Ref. File Z17-624COMP, Ord C35689), but is not related to these two proposals in any way.

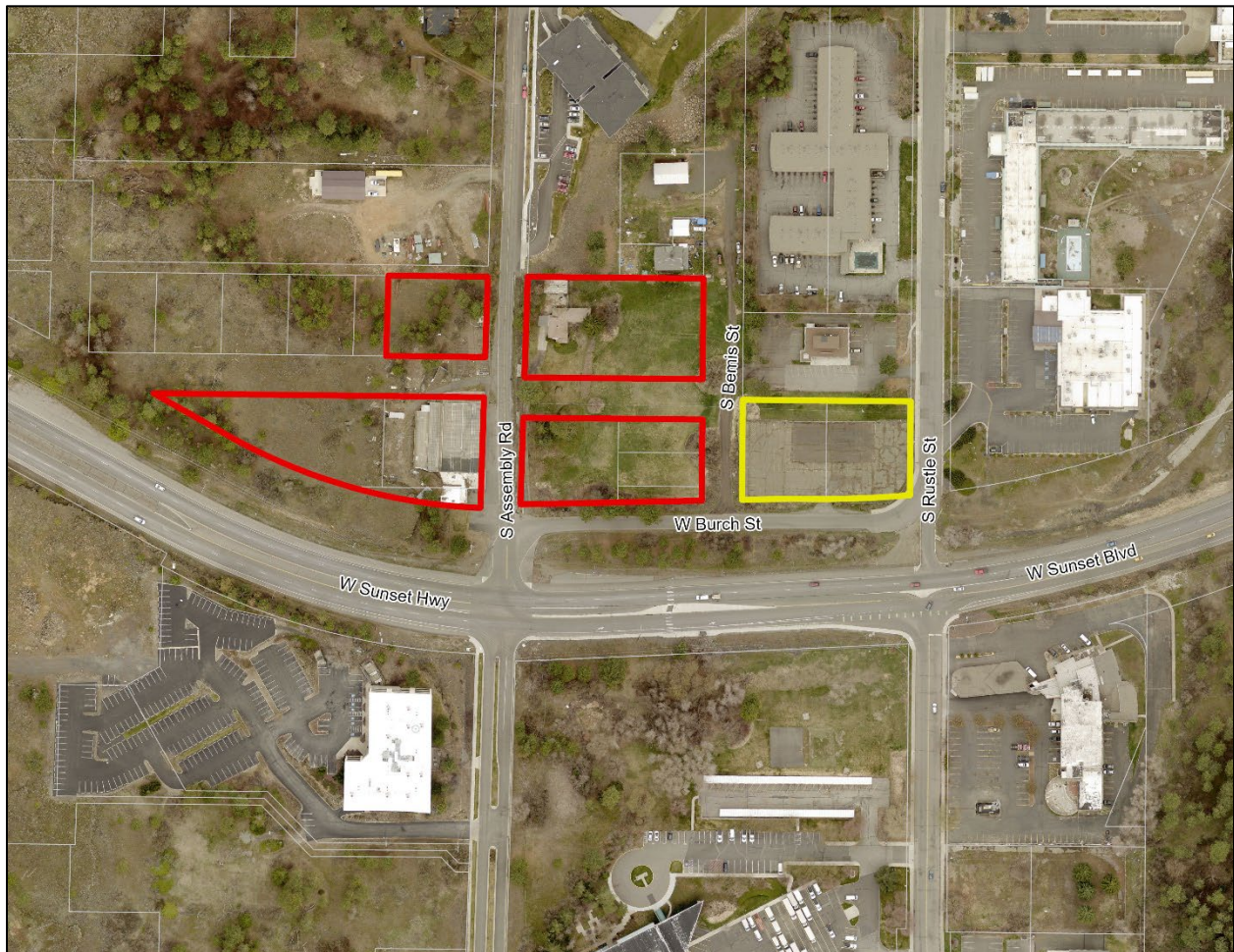


Figure 16: Aerial Overview, File Z23-477COMP – Project shown in yellow.

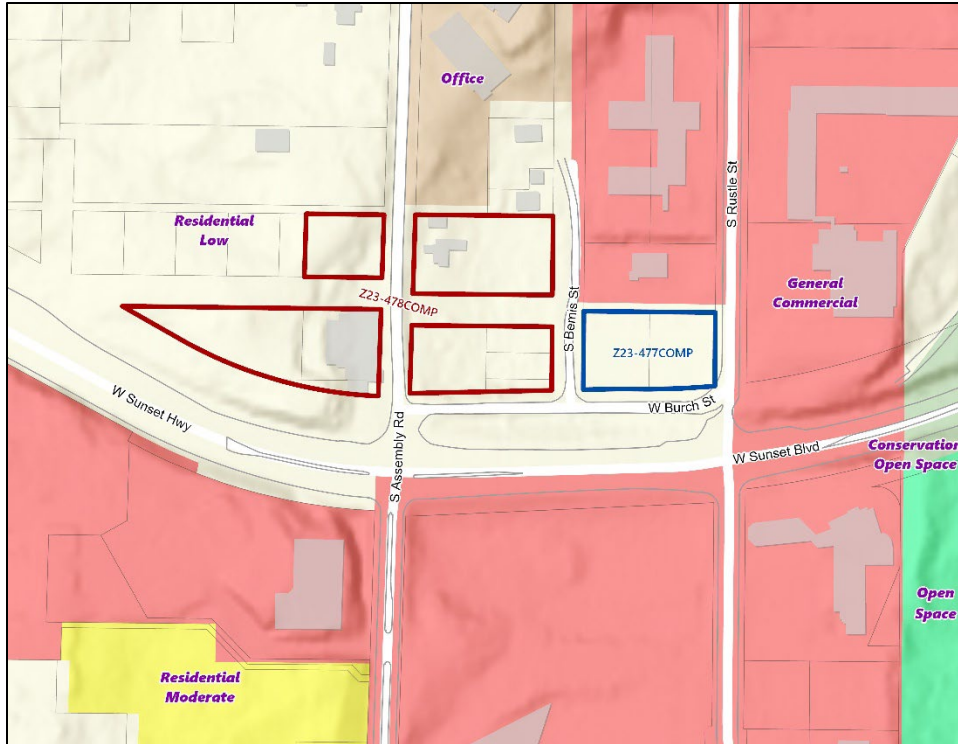


Figure 17: Existing Land Use Plan Map Designation, File Z23-477COMP (Shown in Blue)

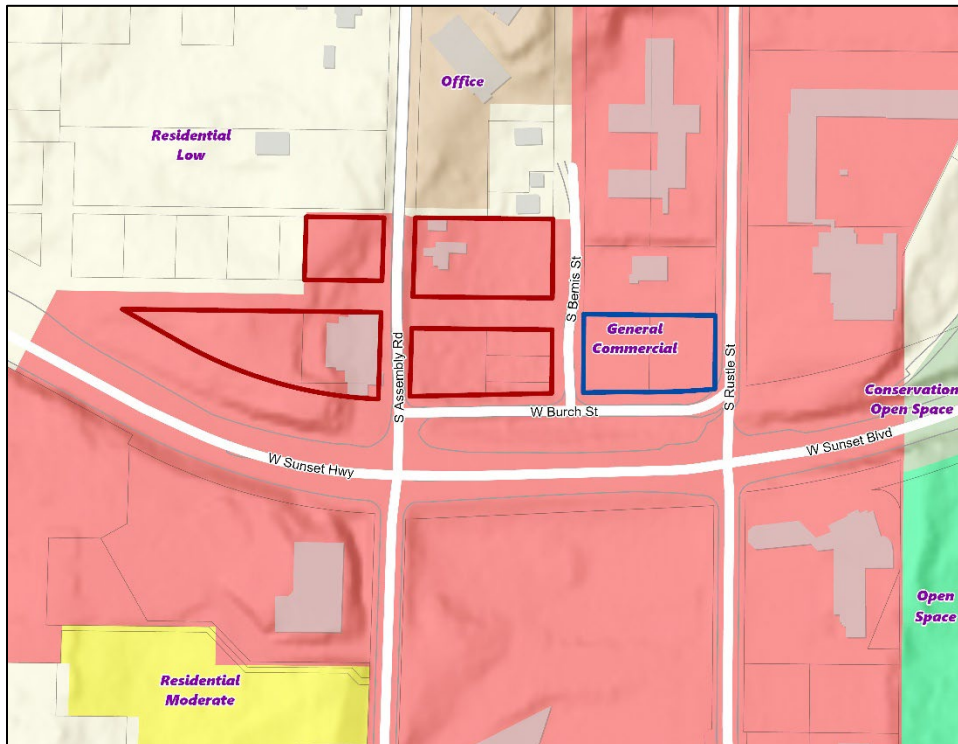


Figure 18: Proposed Land Use Plan Map Designation, File Z23-477COMP (Shown in Blue)



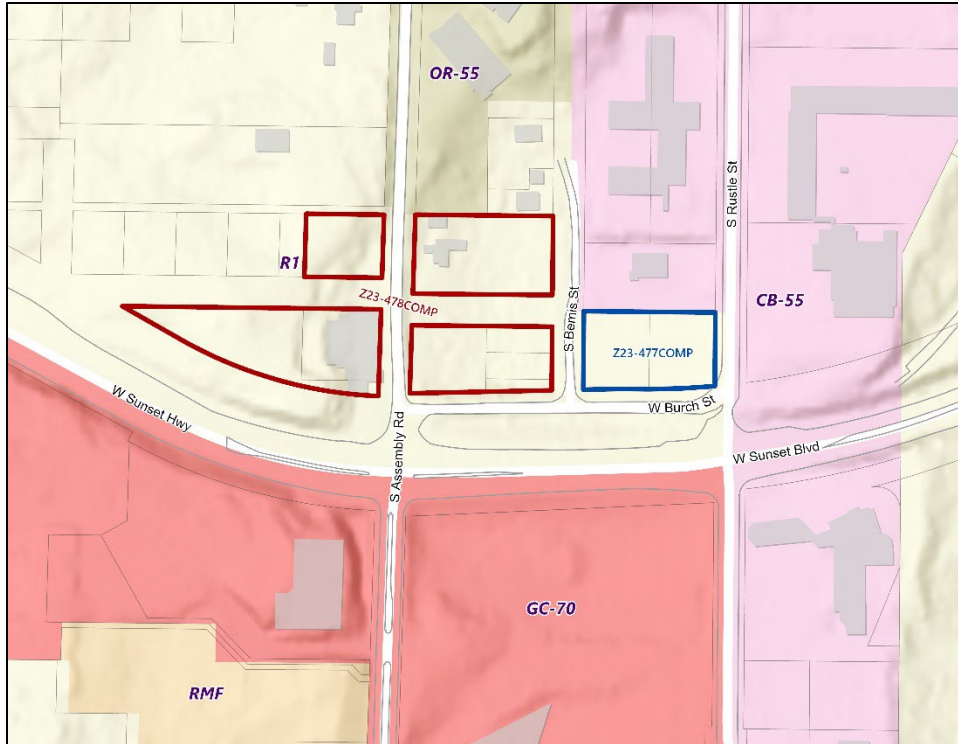


Figure 19: Existing Zoning, File Z23-477COMP (Shown in Blue)

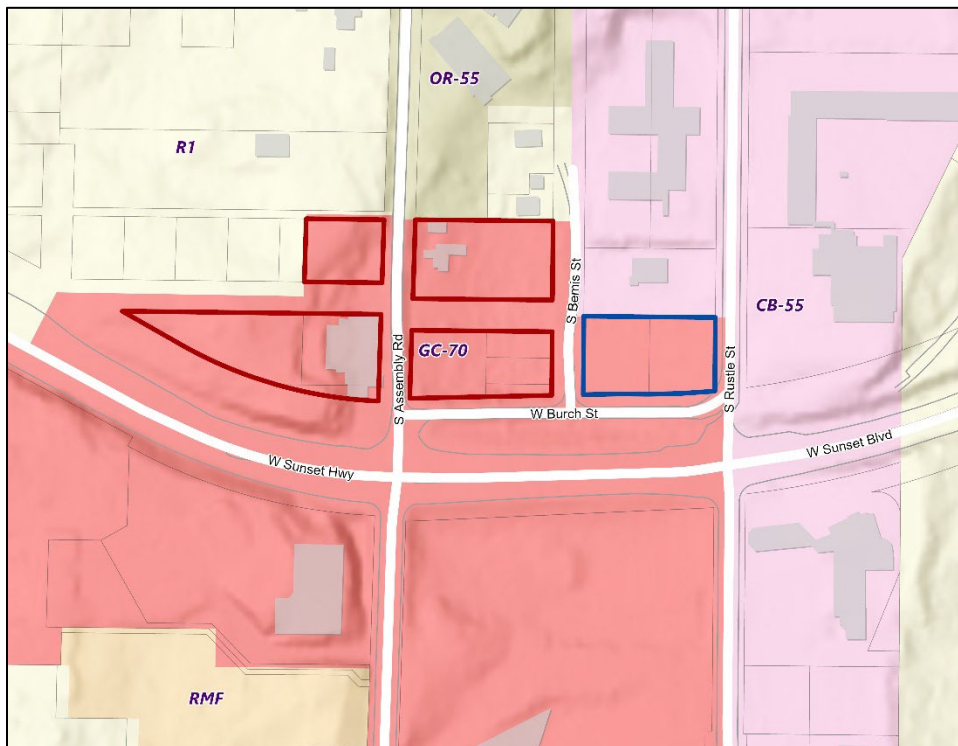


Figure 20: Proposed Zoning, File Z23-477COMP (Shown in Blue)

### File Z23-478COMP – “Assembly & Bemis”

Applicant: WJL, LLC  
Agent: Land Use Solutions & Entitlement (Dwight Hume)  
Parcels: 25262.0401, 25262.0402, 25262.0403, 25262.0405, 25262.0305,  
25271.0408, 25271.0501, 25271.0502, 25271.0504  
Acres: 3.3  
Existing Land Use Designation: Residential Low  
Proposed Land Use Designation: General Commercial  
Existing Zoning: R1  
Proposed Zoning: GC-70

While this proposal is sited immediately adjacent to the previous (see File Z23-477COMP), the two proposals are unrelated with different owners and agents. This general location includes a large right-of-way for Sunset Boulevard due to terrain that exists between Sunset and the subject parcels. Furthermore, the subject parcels for this proposal are divided by city rights-of-way that have not yet been improved (see map below). Property to the south of Sunset Blvd was the subject of a past Comprehensive Plan Amendment (Ref. File Z17-624COMP, Ord C35689), but is not related to these two proposals in any way.

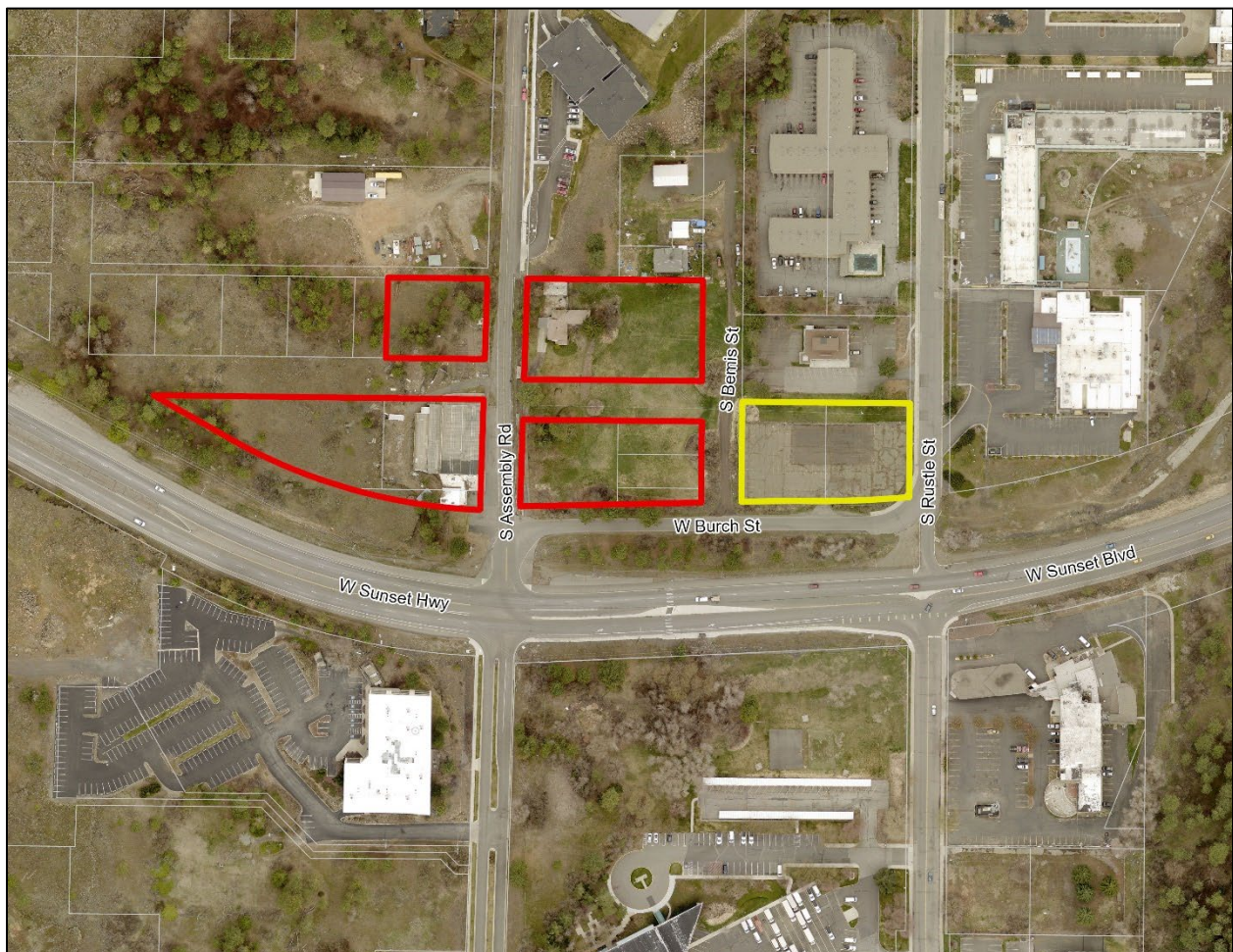


Figure 21: Aerial Overview, File Z23-478COMP – Project shown in red.



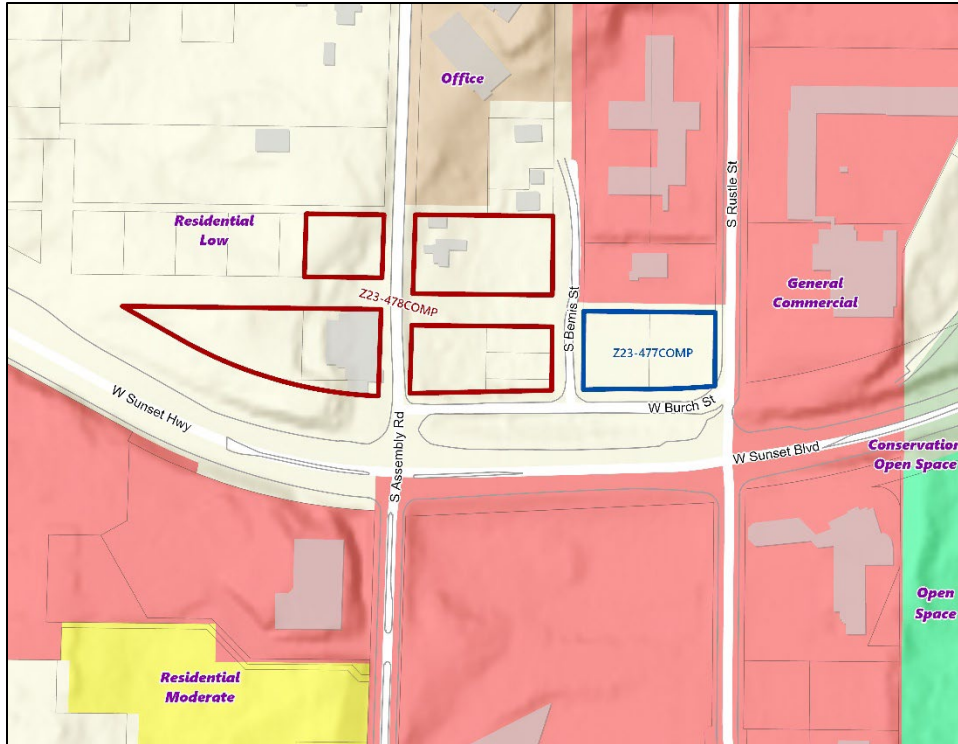


Figure 22: Existing Land Use Plan Map Designation, File Z23-478COMP (Shown in Red)

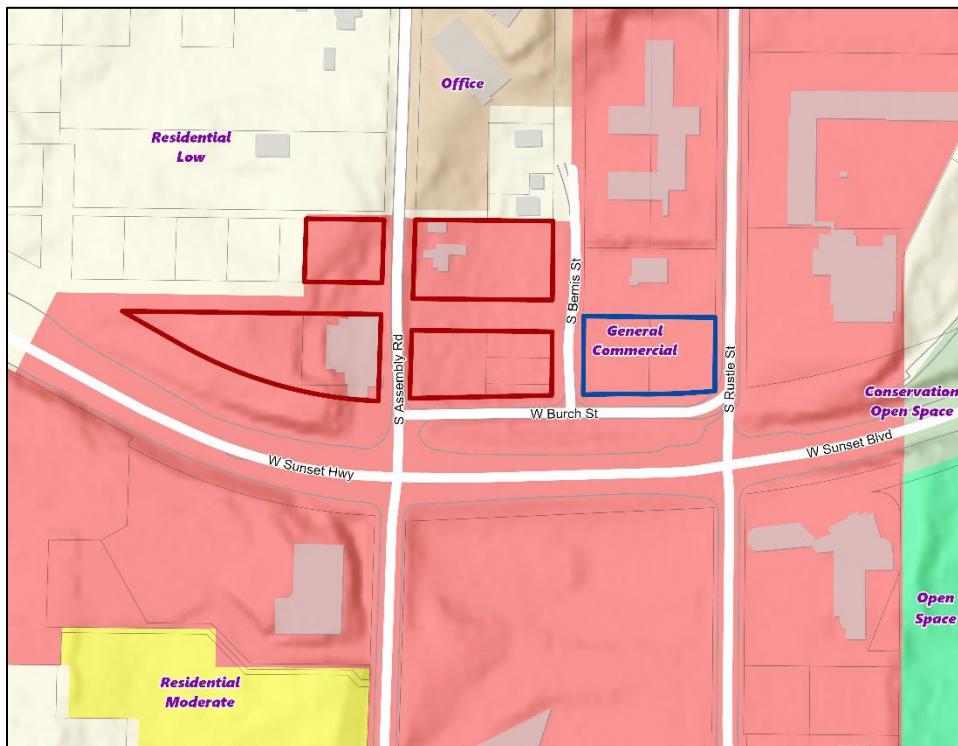


Figure 23: Proposed Land Use Plan Map Designation, File Z23-478COMP (Shown in Red)

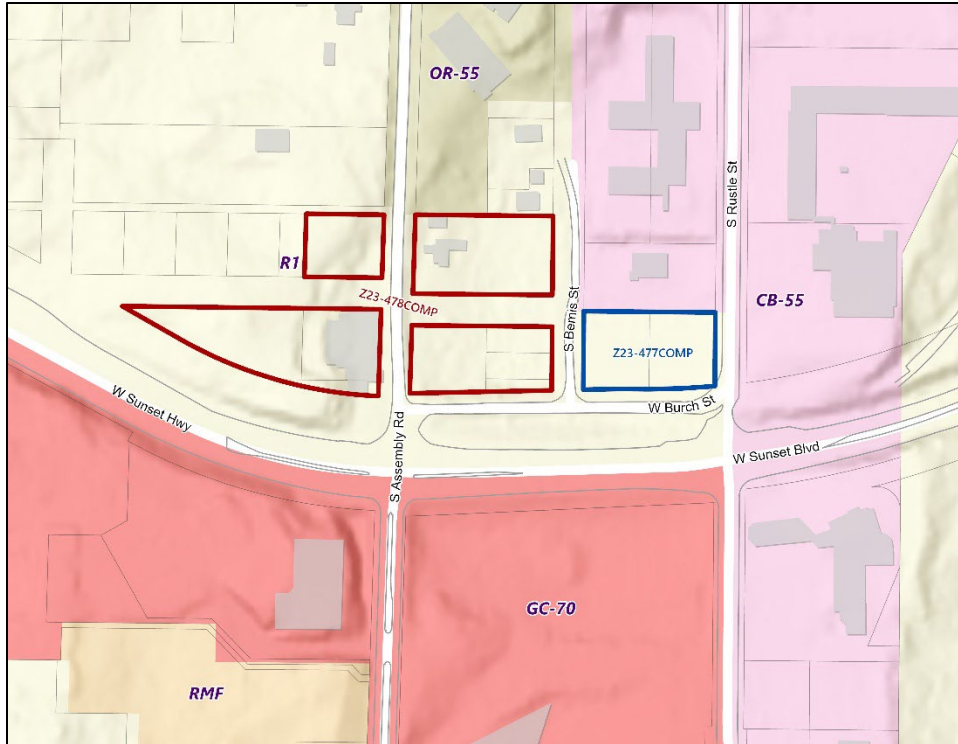


Figure 24: Existing Zoning, File Z23-478COMP (Shown in Red)

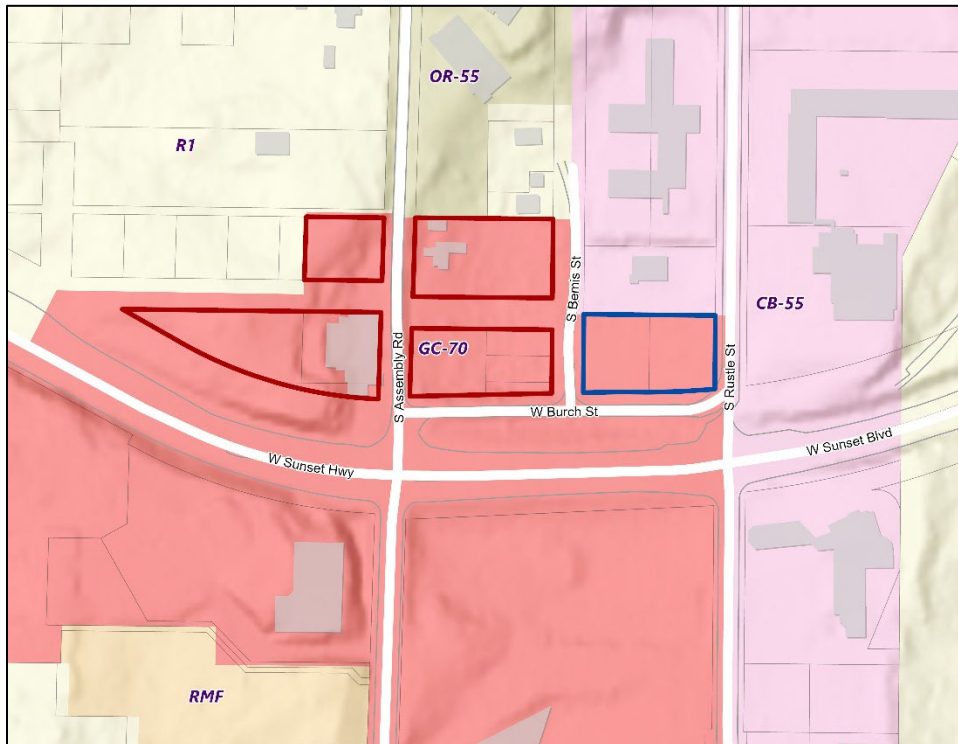


Figure 25: Proposed Zoning, File Z23-478COMP (Shown in Red)



## File Z23-479COMP – “Indian Trail”

Applicant:	Excelsior Wellness
Agent:	Land Use Solutions & Entitlement (Dwight Hume)
Parcels:	25262.0010, 25262.0018, 25262.0054, 25262.0055, 25262.0046
Acres:	32.0
Existing Land Use Designation:	Residential Low
Proposed Land Use Designation:	General Commercial, Open Space, Residential Moderate, Residential Low
Existing Zoning:	R1
Proposed Zoning:	CB-55, R1, and RMF

Excelsior Wellness is developing a master plan for the various parcels of this proposal, with various proposed land use plan map designations and zoning. Note that the current proposal is only for a modification of the land use plan map and zoning designation of the site—no master plan is yet proposed nor is any other land use or permit approval under consideration.



Figure 26: Aerial Overview, File Z23-479COMP





Figure 27: Existing Land Use Plan Map Designation, File Z23-479COMP

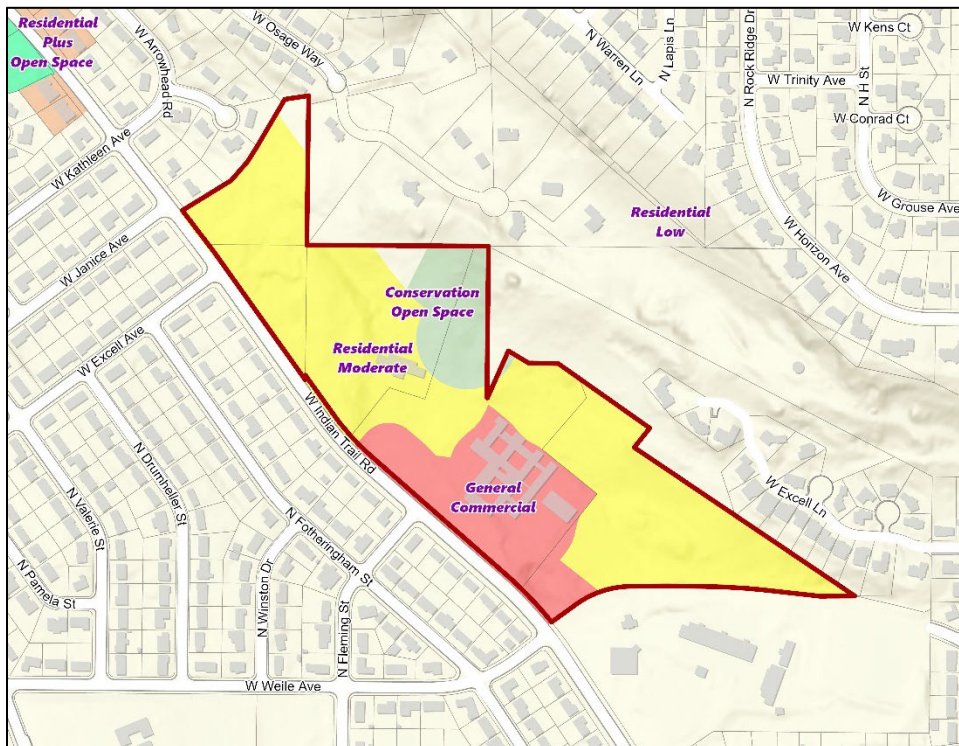


Figure 28: Proposed Land Use Plan Map Designation, File Z23-479COMP





Figure 29: Existing Zoning, File Z23-479COMP

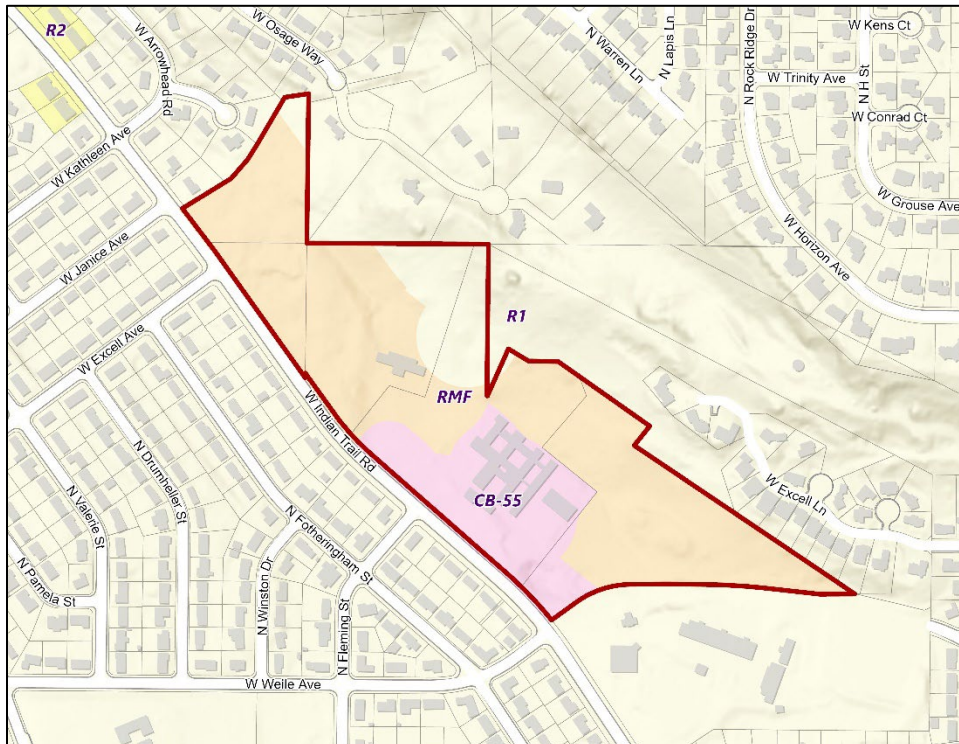


Figure 30: Proposed Zoning, File Z23-479COMP



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/27/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

CODE ENFORCEMENT & PARKING

**Project #**

**Contact Name/Phone**

LUIS GARCIA 6850

**Bid #**

**Contact E-Mail**

LGARCIA@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE JBINGLE ZZAPPONE

**Agenda Item Name**

1200 - HOMELESS ENCAMPMENTS ON WSDOT RIGHT OF WAY

### **Agenda Wording**

Interlocal agreement with WSDOT and the City of Spokane to address homeless encampments on WSDOT Right-of-Way.

### **Summary (Background)**

WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway right-of-ways.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 845,000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

Spokane responds to encampments throughout the City, which overlap with WSDOT property. To fully resolve cases, performing work on WSDOT property may be needed. This contract will provide funding support for reimbursement for these efforts.

### **Amount**

### **Budget Account**

Revenue \$ 845,000

# TBD

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GARCIA, LUIS		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

## Distribution List

[illegible]

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	Urban Experience
<b>Submitting Department</b>	Code Enforcement & Parking Services
<b>Contact Name</b>	Luis Garcia, Director
<b>Contact Email &amp; Phone</b>	<a href="mailto:lgarcia@spokanecity.org">lgarcia@spokanecity.org</a> & (509) 625-6850
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Homeless Encampments on WSDOT Right of Way
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway rights-of-way.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$845,000 total amount.</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>Spokane responds to encampments throughout the city and in many cases, overlap with WSDOT properties. The challenge is that to fully resolve the cases, performing work on WSDOT property may be needed. This contract will provide funding support for these efforts in a reimbursement model. This agreement can also be used to support social service outreach as appropriate.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? The contract is intending to be reoccurring as the need will continue.	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>An intent of this agreement is to continue to connect people experiencing homelessness with services. By allowing for local government to respond, the response times will be enhanced to protect the occupants of the encampment as well as the public at large.</u>	
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- No collection of data will be collected or impact the determination of encampment clean-up pursuant to the agreement. Service providers may collect information, however that would be outside of this contract.	



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

Complaints will be received and responded to in the same manner as the existing encampment clean-up. The reporting component will remain the same as the existing impactful program.

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

The agreement is in compliance with a clean and safe Spokane, which includes properties owned by state agencies.

**Interlocal Agreement  
Between  
Washington State Department of Transportation (GCB 4001)  
And  
City of Spokane**

This Agreement is between the Washington State Department of Transportation (WSDOT) and City of Spokane (City); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

**Recitals**

- A.** ESHB1125 effective May 16, 2023, provides the Transportation Budget.
- B.** Section 216 (4)(a) Exhibit A provides state appropriation solely for the department to address the risks to safety and public health associated with homeless encampments on department owned rights-of-way. The department must coordinate and work with local government officials and social service organizations who provide services and direct people to housing alternatives that are not in highway rights-of-way to help prevent future encampments from forming on highway rights-of-way and may reimburse the organizations doing this outreach assistance who transition people into treatment or housing or for debris clean up on highway rights-of-way. A minimum of \$2,000,000 of this appropriation must be used to deliver more frequent removal of litter on the highway rights-of-way that is generated by unsheltered people and may be used to hire crews specializing in collecting and disposing of garbage, clearing debris or hazardous material, and implementing safety improvements where hazards exist to the traveling public and department employees. The department may use these funds to either reimburse local law enforcement costs or the Washington state patrol if they are providing enhanced safety to department staff during debris cleanup or during efforts to prevent future encampments from forming on highway rights-of-way
- C.** Section 216 (5) (EXHIBIT A) provides that \$1,000,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Spokane, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. \$555,000 of the motor vehicle account—state appropriation is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to \$445,000 of the city's expenses for clean-up crews and landfill costs.
- D.** WSDOT has also secured additional funding in the amount of \$400,000 that will go along with Exhibit A.
- E.** WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. General**

- 1.1 WSDOT routes inside the City subject to this Agreement shall include the following: US2, I90, US395, NSC (including the Children of the Sun Trail), SR290, and SR291 corridors located within city limits.
- 1.2 The City will follow adopted City policies and procedures for employee safety and personal protective equipment when completing this encampment cleanup work as shown in exhibit B.
- 1.3 The City will provide employees, tools and equipment to remove materials and repair sites inside or adjacent to WSDOT ROW damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, tree limbs, mowing, fence repair and installation and similar work performed to create open sites to help with enforcement and safety.
- 1.4 The City will enforce trespass laws pursuant to RCW on properties with appropriate No Trespass signage.
- 1.5 No Camping – City will enforce chapter 12.02 Obstruction, Encroachment of Public Ways as shown in exhibit C.
- 1.6 The City will notify WSDOT of vehicles parked/stored on WSDOT property covered by this agreement. WSDOT will issue trespass orders to vehicles being parked/ stored on WSDOT property and will remove said vehicles from WSDOT property. Vehicles on City streets and right of way directly adjacent to WSDOT properties will continue to be addressed by City staff in accordance with current City policies and procedures.
- 1.7 WSDOT will post and maintain “No Trespass” signs on WSDOT owned properties. The sign locations will be agreed upon by both parties and pursuant to WSDOT’s Guidelines to Address Illegal Camping within State Right of Way. If requested by WSDOT, SPD will be present during the posting of signage.
- 1.8 WSDOT will maintain all existing barrier infrastructure and other Crime Prevention Through Environmental Design (CPTED) elements including, but not limited to:
  - Fencing
  - Vegetation (unless agreed to alter by both parties).
  - Hard infrastructure not listed as City responsibility below.
- 1.9 WSDOT shall coordinate the appropriate traffic control to ensure safety of laborers and the traveling public as needed for cleanup work adjacent to active traffic on State Routes.
- 1.10 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).



- 1.11 The City may provide outreach services for the purpose of connecting at-risk populations inside WSDOT right-of-way with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.
- 1.12 In conjunction with WSDOT, the City will monitor and clean WSDOT ROW based on existing maintenance routes to help ensure homeless encampments do not form or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time, and equipment availability.
- 1.13 At the request of the City, WSDOT will participate in meetings and develop reclamation plans for any identified WSDOT ROW site. During these meetings, WSDOT and the City will agree on work to be performed to reduce accessibility and use of WSDOT ROW.
- 1.14 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2025, or before if available funding is fully expended.

## **2. Payment**

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed Eight Hundred Forty Five Thousand Dollars (\$845,000).
- 2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment  
The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each invoice shall include the following items:
  - Agreement number and title.
  - Invoice number.
  - Period covered by the invoice (specific beginning and ending calendar days).
  - Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
  - A brief narrative progress report that addresses progress of the work performed by the City.

- 2.5 State Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the City is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the City prior to July 1 must be submitted to the WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The City will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the City late payment fees, interest, or incidental costs incurred by the City or any other costs related to a delayed payment if the City fails to comply with the invoice requirements of this Section.
- 2.6 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

### **3. Dispute Resolution**

- 3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- 3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:
- 3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.
- 3.2.2 If unresolved, the WSDOT and City's project manager listed in section 8.1 shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 3.2.3 If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.



#### **4. Modification**

- 4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### **5. Indemnification and Insurance**

- 5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.
- 5.2 The City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. The City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the commercial general liability coverage provided under the "risk pool" coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

In the event the City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

**6. Governing Law and Venue**

- 6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston/Spokane XXXX Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

**7. Independent capacity**

- 7.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

**8. Contacts and Notices**

- 8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

**City Project Manager shall be:**

Name: Luis Garcia

Title:

Address:

Phone:

Email:

**WSDOT Project Manager shall be:**

Name: Kurt Kaufman

Title: Maintenance Operation Manager

Address: 2714 N. Mayfair Street

Spokane, WA 99207

Phone (509) 324-6583

Email: kaufmak@wsdot.wa.gov

**9. Severability**

- 9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

**10. Termination**

- 10.1 Neither WSDOT nor the City may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

**11. No Third-Party Beneficiaries**

- 11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

**12. Audits/Records**

- 12.1 All records for the PROJECT in support of all costs incurred shall be maintained by the Parties for a period of six (6) years. The Parties shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree



that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

- 12.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties understand that such records and documents related to this Agreement are subject to public release through state public disclosure requests. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.
- 13. Working Days**
- 13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.
- 14. Counterparts**
- 14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Spokane	Washington State Department of Transportation
By:	By:
Printed:	Printed: Todd Trepanier, P.E.
Title:	Title: Region Administrator
Date:	Date:



Approved as to Form City of Spokane	Approved as to Form Washington State Department of Transportation
By:	By: <i>Mark Schomock</i>
Printed:	Printed: <i>Mark Schomock</i>
Title:	Title: <i>Assistant Attorney General</i>
Date:	Date: <i>1/18/23</i>

CERTIFICATION OF ENROLLMENT  
**ENGROSSED SUBSTITUTE HOUSE BILL 1125**

Chapter 472, Laws of 2023  
(partial veto)

68th Legislature  
2023 Regular Session

TRANSPORTATION BUDGET

EFFECTIVE DATE: May 16, 2023

Passed by the House April 22, 2023  
Yeas 98 Nays 0

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Passed by the Senate April 22, 2023  
Yeas 46 Nays 3

DENNY HECK

**President of the Senate**

Approved May 16, 2023 11:39 AM with  
the exception of sections 204(3),  
207(5), 20(10), 211(1), 215(3),  
217(6), 218(5), 219(2), 221(18),  
223(3), 224(4), 208(29), 208(31),  
213(5), 214(7), 215(4), 217(10),  
219(11), 219(12), 224(3), 701(1),  
804, 1102(1), 1102(14), 208(17),  
208(18), 208(19), and 208(33), which  
are vetoed.

JAY INSLEE

**Governor of the State of Washington**  
GCB 4001 Exhibit A

CERTIFICATE

I, Bernard Dean, Chief Clerk of the  
House of Representatives of the  
State of Washington, do hereby  
certify that the attached is  
**ENGROSSED SUBSTITUTE HOUSE BILL  
1125** as passed by the House of  
Representatives and the Senate on  
the dates hereon set forth.

BERNARD DEAN

**Chief Clerk**

FILED

May 17, 2023

**Secretary of State  
State of Washington**

1 transportation committees of the legislature on agency activities and  
2 their status by December 1, 2023, and to provide a final report to  
3 the transportation committees of the legislature by December 1, 2024.

*\*Sec. 215 was partially vetoed. See message at end of chapter.*

4 NEW SECTION. Sec. 216. FOR THE DEPARTMENT OF TRANSPORTATION—  
5 HIGHWAY MAINTENANCE—PROGRAM M

6	Motor Vehicle Account—State Appropriation. . . . .	\$535,033,000
7	Motor Vehicle Account—Federal Appropriation. . . . .	\$7,000,000
8	Move Ahead WA Account—State Appropriation. . . . .	\$50,000,000
9	State Route Number 520 Corridor Account—State	
10	Appropriation. . . . .	\$4,838,000
11	Tacoma Narrows Toll Bridge Account—State	
12	Appropriation. . . . .	\$1,585,000
13	Alaskan Way Viaduct Replacement Project Account—	
14	State Appropriation. . . . .	\$8,752,000
15	Interstate 405 and State Route Number 167 Express	
16	Toll Lanes Account—State Appropriation. . . . .	\$2,624,000
17	TOTAL APPROPRIATION. . . . .	\$609,832,000

18 The appropriations in this section are subject to the following  
19 conditions and limitations:

20 (1) \$5,000,000 of the motor vehicle account—state appropriation  
21 is provided solely for a contingency pool for snow and ice removal.  
22 The department must notify the office of financial management and the  
23 transportation committees of the legislature when they have spent the  
24 base budget for snow and ice removal and will begin using the  
25 contingency pool funding.

26 (2) (a) \$115,000 of the state route number 520 corridor account—  
27 state appropriation is provided solely for the department to enter  
28 into a dispute resolution process with local jurisdictions to produce  
29 interagency agreements to address the ongoing facility and landscape  
30 maintenance of the three state route number 520 eastside lids and  
31 surrounding areas at the Evergreen Point Road, 84th Avenue NE, and  
32 92nd Avenue NE.

33 (b) The agreements pursuant to (a) of this subsection must be  
34 executed by June 30, 2024.

35 (3) The appropriations in this section provide sufficient funding  
36 for the department assuming vacancy savings that may change over  
37 time. Funding for staffing will be monitored and adjusted in the 2024



1 supplemental transportation appropriations act to restore funding as  
2 authorized staffing levels are achieved.

3 (4) (a) \$7,000,000 of the motor vehicle account—state  
4 appropriation is provided solely for the department to address the  
5 risks to safety and public health associated with homeless  
6 encampments on department owned rights-of-way. The department must  
7 coordinate and work with local government officials and social  
8 service organizations who provide services and direct people to  
9 housing alternatives that are not in highway rights-of-way to help  
10 prevent future encampments from forming on highway rights-of-way and  
11 may reimburse the organizations doing this outreach assistance who  
12 transition people into treatment or housing or for debris clean up on  
13 highway rights-of-way. A minimum of \$2,000,000 of this appropriation  
14 must be used to deliver more frequent removal of litter on the  
15 highway rights-of-way that is generated by unsheltered people and may  
16 be used to hire crews specializing in collecting and disposing of  
17 garbage, clearing debris or hazardous material, and implementing  
18 safety improvements where hazards exist to the traveling public and  
19 department employees. The department may use these funds to either  
20 reimburse local law enforcement costs or the Washington state patrol  
21 if they are providing enhanced safety to department staff during  
22 debris cleanup or during efforts to prevent future encampments from  
23 forming on highway rights-of-way.

24 (b) Beginning November 1, 2023, and semiannually thereafter, the  
25 Washington state patrol and the department of transportation must  
26 jointly submit a report to the governor and the transportation  
27 committees of the legislature on the status of these efforts,  
28 including:

29 (i) A summary of the activities related to addressing  
30 encampments, including information on arrangements with local  
31 governments or other entities related to these activities;

32 (ii) A description of the planned activities in the ensuing two  
33 quarters to further address the emergency hazards and risks along  
34 state highway rights-of-way; and

35 (iii) Recommendations for executive branch or legislative action  
36 to achieve the desired outcome of reduced emergency hazards and risks  
37 along state highway rights-of-way.

38 (5) \$1,000,000 of the motor vehicle account—state appropriation  
39 is provided solely for a partnership program between the department  
40 and the city of Spokane, to be administered in conjunction with

1 subsection (4) of this section. The program must address the safety  
2 and public health problems created by homeless encampments on the  
3 department's property along state highways within the city limits.  
4 \$555,000 of the motor vehicle account—state appropriation is for  
5 dedicated department maintenance staff and associated clean-up costs.  
6 The department and the city of Spokane shall enter into a  
7 reimbursable agreement to cover up to \$445,000 of the city's expenses  
8 for clean-up crews and landfill costs.

9 (6) \$1,025,000 of the motor vehicle account—state appropriation  
10 is provided solely for the department to implement safety  
11 improvements and debris clean up on department-owned rights-of-way in  
12 the city of Seattle at levels above that being implemented as of  
13 January 1, 2019, to be administered in conjunction with subsection  
14 (4) of this section. The department must maintain a crew dedicated  
15 solely to collecting and disposing of garbage, clearing debris or  
16 hazardous material, and implementing safety improvements where  
17 hazards exist to the traveling public, department employees, or  
18 people encamped upon department-owned rights-of-way. The department  
19 may request assistance from the Washington state patrol as necessary  
20 in order for both agencies to provide enhanced safety-related  
21 activities regarding the emergency hazards along state highway  
22 rights-of-way in the Seattle area.

23 (7) \$1,015,000 of the motor vehicle account—state appropriation  
24 is provided solely for a partnership program between the department  
25 and the city of Tacoma, to be administered in conjunction with  
26 subsection (4) of this section. The program must address the safety  
27 and public health problems created by homeless encampments on the  
28 department's property along state highways within the city limits.  
29 \$570,000 of the motor vehicle account—state appropriation is for  
30 dedicated department maintenance staff and associated clean-up costs.  
31 The department and the city of Tacoma shall enter into a reimbursable  
32 agreement to cover up to \$445,000 of the city's expenses for clean-up  
33 crews and landfill costs.

34 (8) \$1,500,000 of the motor vehicle account—state appropriation  
35 is provided solely for the department to contract with the city of  
36 Fife to address the risks to safety and public health associated with  
37 homeless encampments on department-owned rights-of-way along the SR  
38 167/SR 509 Puget Sound Gateway project corridor in and adjacent to  
39 the city limits pursuant to section 216(10), chapter 186, Laws of



CITY OF SPOKANE  
EXECUTIVE ORDER

EO 2020-00 17  
LGL 2020-00 08

**TITLE: DIRECTIVE OF THE MAYOR REGARDING ADOPTION OF AN  
ADMINISTRATIVE POLICY**

EFFECTIVE DATE: November 13<sup>th</sup>, 2020  
REVISION DATE IF APPLICABLE:

RECEIVED  
NOV 13 2020  
CITY CLERK'S OFFICE

Pursuant to the City of Spokane (the "City") Administrative Policy and Procedure Number 0325-18-1, Section 5.2.1, the Mayor hereby issues this Directive:

**AUTHORITY:**

Section 5.2.1 provides in part as follows:

Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two week period prior to final adoption, *unless* (emphasis added), directed otherwise by the Mayor or City Administrator.

**ACTION:**

In this instance the undersigned Mayor of the City directs that the Encampment Removal and Cleanup Policy, attached hereto as Exhibit "A", is to become effective immediately upon signature, for the reasons set forth herein.

- 1) The effective date of the application of this Policy is necessary in order to resolve litigation filed in the United States District Court for the Eastern District of Washington captioned David Ham vs. City of Spokane, case No. 2:19-cv-00236-TOR; and
- 2) The potential enforcement of the City Municipal Code provisions that prohibit camping on public lands may create the need for additional camp site clean ups and this policy and procedure will provide rules and guidelines for certain property found in any encampments


Dated this 13 day of November, 2020.

  
\_\_\_\_\_  
Mayor Nadine Woodward

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Date of Publication: \_\_\_\_\_

Effective Date: 11/13/2020

CITY OF SPOKANE  
ADMINISTRATIVE POLICY AND PROCEDURE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1200-20-01 LGL 2020-0022
TITLE: <b>ENCAMPMENT REMOVAL AND CLEANUP POLICY</b> EFFECTIVE DATE: <b>November 13, 2020</b> REVISION DATE:	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this policy is to establish criteria and outline procedures for the removal and cleanup of encampments.

The intent of this policy is to promote the interests of public health and safety while also respecting the rights of unsheltered individuals and connecting them with available shelter services. The public health and safety concerns related to encampments have generated innumerable citizen complaints and have prompted city departments to send crews of personnel to clean up garbage and solid waste. The City's efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter.

Behaviors associated with encampments have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, biohazards such as exposed human waste, damage to critical infrastructure such as bridges and streets, and significant interference with the intended uses of public facilities. Additionally, there have been threats to the health and safety of the campers themselves and to the community.

The City of Spokane intends to address these issues by establishing this Encampment Removal and Cleanup Policy.

1.2 TABLE OF CONTENTS

1.0	GENERAL
2.0	DEPARTMENTS/DIVISIONS AFFECTED
3.0	REFERENCES
4.0	DEFINITIONS
5.0	POLICY
6.0	PROCEDURE
7.0	RESPONSIBILITIES
8.0	APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the Spokane Police Department, Parks and Recreation and Neighborhood and Business Services.

## 3.0 REFERENCES

Washington State Constitution, Article XI, section 11

Spokane City Charter, Article 1 section 3

Spokane Municipal Code - Article VI. Protection of Public Lands and Properties, sections 12.02.1000 through 12.02.1012

Spokane Municipal Code section 12.02.0208

Spokane Municipal Code section 12.02.0737

Spokane Municipal Code section 10.10.026

Spokane Municipal Code section 12.06A.040.H.1

## 4.0 DEFINITIONS

4.1 Encampment means a site where one or more individuals or groups of persons temporarily reside outdoors.

## 5.0 POLICY

5.1 It is the policy of the City of Spokane to remove and clean up encampments on public property while respecting the personal property rights of campers.

## 6.0 PROCEDURE

### 6.1 REMOVAL AND CLEANUP CRITERIA

A. Any encampment on public property may be designated for removal and cleanup consistent with this policy.

B. The City will prioritize removal if any of the following conditions is observed or reasonably suspected in connection with an encampment:

1. physical threats or violence;
2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking, malicious mischief);
3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
  5. any other substantial threat to public health or safety;
  6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
  7. significant amounts of trash;
  8. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
  9. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
- C. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal should be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras.
- D. In addition to documentation with regard to the aforementioned conditions, the police officer or other person responsible for documentation should include a statement whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

## 6.2 REMOVAL AND CLEANUP PROCEDURES

### A. Unoccupied Encampments – Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

#### 1. Contents of Notice

The written notice will provide at least the following notifications:

- a. Campers must remove all their belongings from the site within 48 hours.
  - b. Campers should not leave behind any items they want to keep.
  - c. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
  - d. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
  - e. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
  - f. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
  - g. Basic contact information for campers seeking shelters or social services.
2. Cleanup - After 48 hours, the City will clean up the site within a reasonable period of time.
- a. Any campers who are present at that time will be directed to remove their belongings from the site.



- i. Items that a camper leaves behind will be deemed abandoned.
  - ii. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
  - i. presence of one or more hypodermic needles (especially if uncapped);
  - ii. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
  - iii. a tent or space that is soaked in liquid or mud;
  - iv. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
  - i. circumstances indicate that the item belongs to a person;
  - ii. the item has apparent utility in its current condition and circumstances; and
  - iii. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:

- i. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
- ii. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
- iii. practically un-storable, due to large size, weight, or other similar characteristic;
- iv. contraband or stolen;
- v. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.

e. Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.

3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.

4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

## B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.

- a. Items that a camper leaves behind will be deemed abandoned.
  - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

#### C. Other Expedited Removals

1. The following types of encampments are subject to expedited removal even if the encampment is unoccupied:
  - a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
  - b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
  - c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
  - d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
  - e. An encampment that appears to have been entirely abandoned (e.g., no persons present and no indication anyone is likely to return for remaining items).
2. In an expedited removal, the notice specified in Section (A)(1) is not required. The City will otherwise follow the same clean-up procedures specified in this policy.

6.3 No part of this Encampment Removal and Cleanup Policy is intended to create any private or other cause of action.

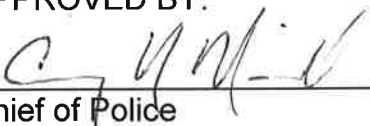
## 7.0 RESPONSIBILITIES

7.1 Departments are required to coordinate efforts to comply with this policy.

## 8.0 APPENDICES

Not applicable.

APPROVED BY:


  
\_\_\_\_\_  
Chief of Police

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Administrator (Interim)

  
\_\_\_\_\_  
Director of Parks and Recreation

  
\_\_\_\_\_  
Director of Community and Economic Development

  
\_\_\_\_\_  
Date



## City of Spokane

### Camp Removals – Property Storage

### Commonly Encountered Items

*In the course of responding to reports of illegal camping on public land in the City of Spokane, items are encountered and determinations must be made on site whether to discard or store items. This list is not intended to be all-inclusive and determinations will be made in accordance with the City's Encampment Policy, in good faith and in the interest of the safety of city employees, the personal property rights of campers, and the general health and welfare of the public and its infrastructure. For more information, see the City's Encampment Removal and Cleanup Policy.*

**Items commonly encountered that will be stored unless in a disqualifying condition (broken, not safely accessible, unsanitary, impractical to store, contraband, or clearly abandoned):**

- Items of obvious value (such as intact personal electronics, jewelry, debit/credit cards)
- Legal documents and identification cards
- Intact medical equipment (including prosthetics, wheelchairs, canes, eye glasses)
- Suitcases, backpacks, and other personal bags
- Clothing and bedding
- Tents
- Intact and undamaged bicycles, scooters, and other personal transportation implements
- Tools and cooking equipment

**Items encountered that, in the City's experience, commonly are abandoned and presumptively will not be stored:**

- Scrap materials, such as lumber, pallets, tarps, plastic, and tires
- Parts of physical structures
- Couches and mattresses





\*\*\*Note: Many local criminal codes can now be located under [Chapter 10.60 SMC](#) while others are now cited under the Revised Code of Washington (RCW), which was incorporated into the municipal code in 2022. (See [SMC 10.58.010](#)). Code Enforcement, including Noise Control and Animal Regulations are located in Chapters 10.62 through 10.74.

Search

[Home](#)

[Title 12](#)

[Chapter 12.02](#)

[Section 12.02.1010](#)

Highlight Word

## [Title 12](#) Public Ways and Property

### [Chapter 12.02](#) Obstruction, Encroachment of Public Ways

#### Article VI. Protection of Public Lands and Properties

### [Section 12.02.1010](#) Unauthorized Camping on Public Property – Violation

#### A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
  - a. a substantial danger to any person,
  - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
  - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
  - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in [Exhibit A](#); and

- b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
- c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

#### B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

#### C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
  - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
  - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
    - i. whether a shelter has available space for sleeping,
    - ii. the number of available spaces, and
    - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability,

Date Passed: Tuesday, November 28, 2023

Effective Date: Tuesday, November 28, 2023

ORD C36408 Section 1



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/27/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

FLEET SERVICES

**Project #**

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Bid #**

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Requisition #**

RE20422

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

5100 - DSC PRE-PURCHASE APPROVAL FOR 4 VEHICLES

### **Agenda Wording**

Fleet Services would pre-purchase approval for 4 Electric vehicles as available within budget. These may include vehicles similar to Ford Mach E, Ford Lightning, Chevrolet Bolt, or other cost effective and usable vehicles that become available.

### **Summary (Background)**

Fleet Services would pre-purchase approval for 4 Battery Electric vehicles as available within budget. These may include vehicles similar to Ford Mach E, Ford Lightning, Chevrolet Bolt, or other cost effective and usable vehicles that become available for purchase. Total cost including sales tax is not to exceed \$200,000.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$ 200,000.00

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

Vehicles will be purchased using pre-competed contracts, or other approved competitive City purchasing procedures. Selection will be based on lowest lifecycle cost for available vehicles meeting the functional need of the department.

### **Amount**

### **Budget Account**

Expense

\$ 200,000.00

# 4700-41200-94240-56404-99999

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tpalmquist@spokanecity.org	klouden@spokanecity.org
korlob@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	March 11, 2024
<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100- DSC Pre-Purchase Approval for 4 Vehicles
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would pre-purchase approval for 4 Battery Electric vehicles as available within budget. These may include vehicles similar to Ford Mach E, Ford Lightning, Chevrolet Bolt, or other cost effective and usable vehicles that become available for purchase. Total cost including sales tax is not to exceed \$200,000.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$200,000</u> Current year cost: \$200,000 Subsequent year(s) cost: \$0  <b>Narrative:</b> <u>Vehicles will be purchased using pre-competed contracts, or other approved competitive City purchasing procedures. Selection will be based on lowest lifecycle cost for available vehicles meeting the functional need of the department.</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Lifecycle costs are collected in our FMIS system to evaluate value in the future.	
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? Aligns with Centralized Fleet Policy and Capital Improvement Plan.	





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

3/6/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

CITY COUNCIL

**Project #**

**Contact Name/Phone**

PAUL DILLON 6254

**Bid #**

**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

PDILLON

**Agenda Item Name**

0320 - ADDRESSING SPOKANE OVERDOSES

### **Agenda Wording**

A Resolution adopting a plan to address the fentanyl and opiate overdose crisis in the City of Spokane and declaring that exigent circumstances exist that demand coordination of resources available between the City of Spokane and the State of Washin

### **Summary (Background)**

Overdoses in Spokane have increased over the last few years, especially with increased use of fentanyl. This resolution addresses some steps the City can take to work toward a more extensive plan on applying data driven approaches to overdoses, and substance abuse, in the City of Spokane.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Paul Dillon
<b>Contact Email &amp; Phone</b>	pdillon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Dillon
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: 5
<b>Agenda Item Name</b>	Resolution Addressing Spokane Overdoses
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	A resolution adopting a plan to address the fentanyl and opiate overdose crisis in the City of Spokane. Overdoses in Spokane have increased over the last few years, especially with increased use of fentanyl. This resolution addresses some steps the City can take to work toward a more extensive plan on applying data driven approaches to overdoses, and substance abuse, in the City of Spokane.
<b>Proposed Council Action</b>	Move resolution to legislative meeting
<b>Fiscal Impact</b> 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: Department's Operating Budget  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
Because this is a resolution, no operations impacts. Potentially, could affect data collection/reporting by City Fire and City Police Departments.	
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?  Could affect data collection/reporting by City Fire and City Police Departments. Currently, data does not contain demographic information, but discussion on that type of reporting is ongoing.	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Data is being requested from several sources: shelters, SPD and SFD. Will also look to the Spokane Regional Health District and request information.	
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? Ultimately, the objective is to decrease the use of illegal and deadly	

substances. This will improve the health and safety of all city residents. In addition, data is helpful for planning social infrastructure planning for the future.

## **RESOLUTION NO. 2024-**

**A Resolution adopting a plan to address the fentanyl and opiate overdose crisis in the City of Spokane and declaring that exigent circumstances exist that demand coordination of resources available between the City of Spokane and the State of Washington, in partnership with community organizations.**

**WHEREAS**, the United States, the State of Washington, and the City of Spokane are facing a drug crisis, with resulting tragedies decimating families and individuals and contributing to extraordinary levels of despair in Spokane communities; and

**WHEREAS**, the U.S. Department of Drug Enforcement (DEA) identifies fentanyl as a potent synthetic opioid drug approximately 100 times more potent than morphine and 50 times more potent than heroin, and these opiate derived substances, categorized as schedule II-controlled substances under RCW 69.50.206, have exacerbated the opioid epidemic; and

**WHEREAS**, the City of Spokane recognizes that drug addiction is a disease, reflecting a commitment to a health-centered approach to this issue; and

**WHEREAS**, the City of Spokane affirms that the circumstances created by the opioid/fentanyl crisis pose a significant risk to public health, safety, and the continuity of essential services by community organizations, supported by the City of Spokane; and

**WHEREAS**, in the City of Spokane, overdose calls have gone up 30% since last year, amounting to 249 overdose calls from January 1 to February 7, an average of 6.4 overdose calls per day, compared to 4.4 in 2023, and 3.3 in 2022; and

**WHEREAS**, seven out of ten Drug Enforcement Administration (DEA) tested pills were found to contain fentanyl, and potentially deadly, making it likely that 'one pill can kill', and in 2023 the DEA seized over 360 million deadly doses of fentanyl; and

**WHEREAS**, in 2023 the Spokane Police Department, with assistance from the FBI Violent Crimes Task Force and the DEA, seized 193,307 illicit fentanyl pills as well as 81 grams of fentanyl powder (which could produce an additional 54,482 pills) making the total approximately 247,789 illicit fentanyl pills seized; and

**WHEREAS**, there exists a substantial likelihood of risk to persons and property unless further efforts are taken to reduce the threat from opiates and fentanyl; and



**WHEREAS**, the use of fentanyl and other opiates continues to spread throughout our community within the housed and unhoused communities, and new and immediate avenues to enhance capabilities, coordination, and collaboration across local, state, tribal, and federal agencies are needed to promote public health and safety; and

**WHEREAS**, the City of Spokane received a letter from Experience Matters, containing the signatures of almost 400 community members, service providers and community organizations, requesting that the City of Spokane declare an emergency due to the alarming increase in fentanyl use, and the effect that use has on the escalating public health crisis, the overwhelmed healthcare system, the toll on emergency responders, and the profound impact Fentanyl has on the entire community; and

**WHEREAS**, declarations of emergency at the federal, state, county and city levels can open up additional resources, funding, and assistance to address the fentanyl emergency; and

**WHEREAS**, on Thursday, October 26, 2017, the U.S. President officially declared the opioid crisis a “public health emergency,” adding that the “epidemic is a public health emergency”; and

**WHEREAS**, on October 26, 2017, and after consultation with public health officials as necessary, Eric D. Hargan, Acting Secretary of Health and Human Services, pursuant to the authority under section 319 of the Public Health Service Act, determined that a public health emergency (PHE) exists nationwide; and

**WHEREAS**, the governor of the state of Washington is authorized under RCW 43.06.010 and RCW 43.06.220 to proclaim a State of Emergency after finding that a public disorder, disaster, energy emergency, or riot exists within the state or any part thereof that affects life, health, property, or the public peace.

**NOW, THEREFORE, BE IT RESOLVED**, the Spokane City Council respectively requests that the Governor of the State of Washington declare a state of emergency for the opioid and fentanyl crisis, and open additional resources and authorities to address the crisis, including increased funding to peer support programs, unfettered access to Naloxone, and education around prevention, education, intervention and treatment; and

**BE IT FURTHER RESOLVED**, that the Spokane City Council respectfully requests that the Washington State Legislature partner with the Governor of Washington to rapidly reassess a response to this crisis; and

**BE IT FURTHER RESOLVED**, the Spokane City Council respectfully requests that the Spokane Regional Health District add fentanyl overdoses to the list of notifiable conditions in order to improve the public's health through data collection, which will assist with gathering broader health-related patterns, including historical trends, geographic clustering and risk factors; and

**BE IT FURTHER RESOLVED**, the Spokane City Council requests the Mayor direct the Spokane Fire Department and the Spokane Police Department to report on overdose calls, as well as resulting deaths from overdose; and

**BE IT FURTHER RESOLVED**, the Spokane City Council further requests a voluntary monthly report from all shelters serving the unhoused population setting forth the number of demonstrated uses the use of fentanyl and other opiates within their facilities, as well as known cases of fentanyl and other opioid overdoses; and

**BE IT FURTHER RESOLVED**, any monthly data the Spokane City Council receives will be made publicly available during the City Council Public Safety Committee Meeting; and

**BE IT FURTHER RESOLVED**, the Spokane City Council will schedule and coordinate an Opioid and Overdose Town Hall meeting to engage community members, providers, and local leaders to encourage and facilitate a meaningful conversation on ways to decrease the number of fentanyl and opioid overdoses in the City of Spokane.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

City Clerk

Approved as to form:

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Assistant City Attorney

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	3.11.24
<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Dawn Kinder
<b>Contact Email &amp; Phone</b>	<a href="mailto:dkinder@spokanecity.org">dkinder@spokanecity.org</a> , 6443
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1680- Shelter Services- Jewel's Helping Hands Amendment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	An agreement amendment to extend shelter services from March 2, 2024 to August 30, 2024.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$514,200.00</u> Current year cost: <u>\$514,200.00</u> Subsequent year(s) cost:	
<b>Narrative:</b> <u>Amendment is for \$85,700.00 per month max for six months. CR#26092.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? The funding for the shelters give those experiencing homelessness somewhere to reside in compliance with SMC with the reduction of beds at TRAC.	
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 Shelter will track number of individuals residing per CHHS request.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Shelters typically work with CHHS on collection methods.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
City Policy requires shelter beds are added in one location if removed in another.



**City of Spokane**

**PERSONAL SERVICES AGREEMENT**

Title: TEMPORARY SHELTER SERVICES

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and JEWELS HELPING HANDS, whose address is 5128 N. Jefferson Street, Spokane, WA 99205-5312, as ("Provider"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the City of Spokane requires additional shelter space to accommodate weather related and on-going surge needs, and;*

*WHEREAS, the Provider was secured using Emergency Noncompetitive Procurement Justification, and;*

*WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance No. C36176, passed on March 7, 2022 and;*

*WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions;*

The parties agree as follows:

**1. DESCRIPTION OF WORK.**

The Provider shall perform the following work or services for the City:

PROVIDE STAFF AND OPERATION OF SHELTER SERVICES AT MULTIPLE CHURCH LOCATIONS.

The Provider represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

**2. TIME OF COMPLETION.** This Agreement is effective on March 2, 2024 and shall end on August 31, 2024.



**3. COMPENSATION.** The City shall pay the Provider an amount not to exceed FIVE HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS, (\$514,200.00) for everything furnished and done under this Agreement, The maximum amount to be paid for each month from the date at which this Agreement goes into effect to the date it ends is **EIGHTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$85,700.00)** as full compensation for the services provided for in this agreement as indicated in Attachment B. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

**4. PAYMENT/PROCEDURES.** The Provider shall submit its applications for payment to CHHS Department, 808 W Spokane Falls Blvd., Spokane, Washington 99201 or by email to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org). Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Provider's application except as provided by state law.

If the City objects to all or any portion of the invoice, it shall notify the Provider and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

PAYMENT PROCEDURES. Upon execution of this contract the CITY shall send out a billing sheet to the PROVIDER to be used for reimbursement. The CITY shall reimburse the PROVIDER only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by PROVIDER shall be submitted no more than once per month on or before the 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, PROVIDER shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **PROVIDER shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

**A. Reimbursement Requests:**

The PROVIDER shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The PROVIDER shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the

CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

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

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

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

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the PROVIDER shall report program income monthly on invoices submitted to CITY. By way of further limitations, the PROVIDER may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

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

rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

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

5. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Provider for all work previously authorized and performed prior to the termination date.

6. **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Provider shall be safeguarded by the Provider. The Provider shall make such data, documents and files available to the City upon the City's request. If the City's use of the Provider's records or data is not related to this project, it shall be without liability or legal exposure to the Provider.

7. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

8. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

- B.** General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Provider's services to be provided under this Agreement; and
- C.** Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Provider or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Provider shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Provider returns the signed Agreement.

**11. NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Provider agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Provider.

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

**13. ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the 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.

**14. AUDIT / RECORDS.** The Provider and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Provider and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

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

**16. MISCELLANEOUS PROVISIONS.**

- A. ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

<b>JEWELS HELPING HANDS</b>	<b>CITY OF SPOKANE:</b>
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

<b>APPROVED:</b>	<b>ATTEST:</b>
_____ Assistant City Attorney	_____ City Clerk

Attachments that are part of this Agreement:



Attachment A: Debarment Certificate  
Emergency Noncompetitive Procurement Justification Form  
ARP-CLFRF CFDA 21.027  
General Terms and Conditions  
**Attachment B - Budget Spreadsheet**  
Exhibit A: CMIS

**ATTACHMENT A**

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

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

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

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

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

**AGREEMENT BETWEEN****CITY OF SPOKANE (“CITY”) AND JEWELS HELPING HANDS (“GRANTEE”)**

<b>1. Grantee</b> Jewels Helping Hands 5128 N Jefferson Street Spokane, WA 99205-5312		<b>2. Contract Amount</b> \$514,200.00	<b>3. Tax ID#</b> 84-2198820	
			<b>4. UEI#</b> T55UM126WD94	
<b>5. Grantee’s Program Representative</b> Julie Garcia 5128 N Jefferson Street Spokane, WA 99205 jewelshelpinghandsspokane@gmail.com			<b>6. City’s Program Representative</b> Dawn Kinder NHHS Director dkinder@spokanecity.org	
<b>7. Grantee’s Financial Representative</b> Julie Garcia 5128 N Jefferson Street Spokane, WA 99205 jewelshelpinghandsspokane@gmail.com			<b>8. City’s Contract Representative</b> Dawn Kinder NHHS Director dkinder@spokanecity.org	
<b>9. Grantor Award #</b> SLFRF		<b>10. Start Date</b> 3/2/2024		<b>11. End Date</b> 8/31/2024
<b>12. Federal Funds</b> ARPA & CSLFRF	<b>ALN #</b> 21.027	<b>Federal Agency</b> U.S. Department of the Treasury (“Treasury”)		
<b>13. Total Federal Award</b> \$80,991,104	<b>14. Federal Award Date</b> 3/1/2020	<b>15. Research &amp; Development?</b> No		<b>16. Indirect Cost Rate</b>
<b>17. Grantee Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder		<b>18. Grantee Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
<b>19. Grant Purpose:</b> to allocate grant funds to provide temporary shelter services. The rights and obligations of both parties to this Contract are governed by this Contract.  This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.				
<b>20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) APRA CSLFRF CFDA 21.027, (2) General Terms and Conditions, (3) Attachment “A” - Suspension &amp; Debarment and FFATA Certification</b>				

**(FACE SHEET)**



## **Exhibit A: CMIS REQUIREMENTS**

### **A. GENERAL**

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.spokanecmis.org](http://www.spokanecmis.org). Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org)).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org).

### **B. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA)**

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as “comparable”.

### **C. DATA QUALITY**

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, no less frequently than monthly on or before the 5th day of each month. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board. GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org) , on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

D. CMIS TRAINING

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS within ninety (90) days of providing services under this Agreement.

Visit the City of Spokane CMIS Training website to register for training and for more information.

E. PROJECT BED/UNIT INVENTORY

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Court Report and for local planning purposes can be found on the CMIS website at [www.spokanecmis.org](http://www.spokanecmis.org).

F. REPORTING REQUIREMENTS



The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this Agreement. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete as possible by sending notice in the form of an email communication to CMIS@spokanecity.org including the grant identifier of the project. GRANTEE shall submit data required for the following reports (as applicable per funding source): • Annual Performance Report (APR) • Annual Homeless Assessment Report (AHAR) • Commerce Annual Report • Housing Inventory Count (HIC) • Annual Point-in-Time Count (PIT) • System Performance Measures Report (SPM) • Longitudinal Systems Analysis (LSA) GRANTEE will fulfill other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board.

**Attachment B**

<b><u>Category</u></b>	<b><u>Amount</u></b>
March	\$ 85,700.00
April	\$ 85,700.00
May	\$ 85,700.00
June	\$ 85,700.00
July	\$ 85,700.00
August	\$ 85,700.00
TOTAL	\$514,200.00

## **General Terms & Conditions**

### **1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### **2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

### **3. OWNERSHIP OF DOCUMENTS**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### **4. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

### **5. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **6. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## **7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## **8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

## **9. NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

## **10. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## **11. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **12. ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

### **13. DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

### **14. TERMINATION**

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

### **15. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **16. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **SPECIFIC GRANT RELATED LANGUAGE**

### **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.



- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

## **18. CERTIFICATION REGARDING LOBBYING**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **19. DOMESTIC PREFERENCE**

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **20. CLEAN AIR ACT**

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **22. MAINTENANCE OF RECORDS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **23. CONFERENCE ROOMS**

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

## **24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)**

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

## **25. TITLE VI STATEMENT**

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Hoover Insurance</b> <b>708 N Argonne Rd Suite 1</b> <b>Spokane Valley, WA 99212</b>	<b>CONTACT NAME:</b> Sarah Kreider <b>PHONE (A/C, No, Ext):</b> (509)922-8950 <b>E-MAIL ADDRESS:</b> sarah@hooverinsurance.net <b>FAX (A/C, No):</b> (509)922-8960 <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mount Vernon Fire Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  <b>Jewels Helping Hands</b> <b>5128 N Jefferson St</b> <b>Spokane, WA 99205</b>	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER: 10000361-10882****REVISION NUMBER: 4**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NPP2584108A	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane is listed as Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>Sarah Kreider</i> (SMK)
---	---

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## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)

**Entity name:** JEWELS HELPING HANDS

**Business name:** JEWELS HELPING HANDS

**Entity type:** Nonprofit Corporation

**UBI #:** 604-475-550

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 5128 N JEFFERSON ST  
SPOKANE WA 99205-5312

**Mailing address:** 5128 N JEFFERSON ST  
SPOKANE WA 99205-5312

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Nonprofit Business				Active	Jun-30-2024	Jul-29-2019

Governing People May include governing people not registered with Secretary of State

Governing people	Title
BERTSAMSON, JIM	
GARCIA, JULIE	
GREEN, JASON	
GROUND, ALISON	



Governing people	Title
KARTCHNER, MARK	
MAINER, STACEY	

## Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

The Business Lookup information is updated nightly. Search date and time: 1/12/2024 10:34:21 AM

### Contact us

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**ARP/CSLFRF CFDA 21.027 FUNDING**

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));

- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

## **CERTIFICATION**

\_\_\_\_\_  
Signature, Administrator, or Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
print name and title



## EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

**CITY OF SPOKANE**  
**808 W Spokane Falls Blvd**  
**Spokane WA 99201**

Emergency Shelter Space

Description of Product/Service: \_\_\_\_\_

Requisition Number: OPR 2024-0166

Estimated amount of this purchase: \$ 514,200

Contract Period: March 2, 2024 - August 31, 2024

Department: CHHS Contact Person: Dawn Kinder Phone: 625-6443

Due Date: 03/02/2024 Work must be completed by: 08/31/2024

Date Material/Equipment/Supplies must be delivered by: N/A

Location: Scattered Site - Local Churches

Date Service must begin by: 03/02/2024

*Please provide the following information in order to document justification of an emergency noncompetitive procurement.*

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

☐ The item is available only from a single source

☒ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal

☐ After solicitation of a number of sources, competition is determined inadequate



2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Extension of the scattered site church based program operated by Jewels Helping Hands to ensure shelter space as we also work to ramp down TRAC. \$514,200 is needed to continue this program through 8/31/2024.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

TRAC was reduced to 250 beds effective March 1st to work toward de-congregated shelter options. Additional shelter space is needed for both weather related emergency space and on-going surge shelter options.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

This program will operate from March 2, 2024 through August 30, 2024 at which time a regional shelter audit will be completed and incorporated into final decisions on the best model going forward.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

Emergency space was implemented during extreme cold weather. Several local churches offered to provide overnight space and Jewels Helping Hands got this program up and running, invested funds to increase bathroom facilities where needed and will continue to offer this shelter space as needed on a short term basis while final

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

None

## Jewels Helping Hands

1819 E Springfield, Spokane Wa 99202

Vendor's Address: \_\_\_\_\_

509-443-5104

Vendor Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

If the cost of the noncompetitive procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Digitally signed by Skyler Brown  
DN: cn=Skyler Brown  
Date: 2024.03.08 09:02:50 -08'00'

03/07/2024

Date \_\_\_\_\_

Digitally signed by Richard Culton  
Date: 2024.03.08 08:47:24 -08'00'

3/7/2024

Signature of Department Head or Designee

Date

*By Jason Nechanicky at 9:20 am, Mar 08, 2024*

Approval by Purchasing (Over \$50,000)

Date \_\_\_\_\_

*By Michelle Murray at 9:13 am, Mar 08, 2024*

Approval by Grants Management  
(Required for grant funded purchases)

3/7/24

Date \_\_\_\_\_

## **Urban Experience Committee Standing Reports & Updates:**

- Housing Action Subcommittee
- Neighborhood Council Workgroup
- CHHS Board
- Community Assembly
- Comp Plan Amendments Docketing Committee
- Human Rights Commission
- Plan Commission & Plan Commission Transportation Subcommittee
- Public Partnership (City, SPS, Parks, Library)
- Downtown Spokane BID Board
- Downtown Spokane Partnership
- GMA Steering Committee of Elected Officials
- Launch NW
- Library Board
- Park Board & Park Board Executive Committee
- Priority Spokane
- Regional Homeless Authority
- Spokane Arts



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/18/2024

**Submitting Dept**

CITY COUNCIL

**Project #**

**Contact Name/Phone**

ERIK POULSEN 625-6721

**Bid #**

**Contact E-Mail**

EPOULSEN@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE KKLITZKE JBINGLE

**Agenda Item Name**

0320 - CONTRACT RENEWAL FOR DESIMONE CONSULTING

### **Agenda Wording**

Contract Renewal for Desimone Consulting for federal lobbying services

### **Summary (Background)**

This action is to exercise the fourth and final available 1-year renewal of the contract with DESIMONE CONSULTING GROUP for federal lobbying services. The original contract was done as a minor contract in 2020, but the exercise of four renewals places it above the minor contract threshold. This renewal is for \$80,000 for the 2024 year.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$ 80,000

Subsequent Year(s) Cost

\$ Not Applicable

### **Narrative**

This is the fourth and final renewal option on this contract.

### **Amount**

### **Budget Account**

Expense

\$ 80,000

# 0320-36100-11600-54101-99999

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	Urban Experience 03/11/24
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Erik Poulsen
<b>Contact Email &amp; Phone</b>	<a href="mailto:epoulsen@spokanecity.org">epoulsen@spokanecity.org</a> / x6721
<b>Council Sponsor(s)</b>	Zappone, Klitzke, Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	0320 - Contract Renewal OPR 2020-0506
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	This action is to exercise the fourth and final available 1-year renewal of the contract with DESIMONE CONSULTING GROUP for federal lobbying services. The original contract was done as a minor contract in 2020, but the exercise of four renewals places it above the minor contract threshold. This renewal is for \$80,000 for the 2024 year.

**Fiscal Impact**

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

Total Cost: [Click or tap here to enter text.](#)

Current year cost: **\$80,000**

Subsequent year(s) cost: **Not applicable – Contract expires 12/31/24**

**Narrative:** Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

**Funding Source**    ☐ One-time    ☒ Recurring    ☐ N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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?

**Federal lobbyists are working on City initiatives that help the City of Spokane residents and historically excluded communities through Council and Administrative direction. Federal lobbying done aligns with Council legislative priorities set forth by Council.**

- 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?



**Reporting on initiatives and work performed will be done by lobbyists and intergovernmental affairs.**

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

**Reporting on initiatives and work performed will be done by lobbyists and intergovernmental affairs.**

- 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?

**Federal lobbying effort under this contract aligns with City legislative priorities set by the City Council.**

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**While no subcommittee review is applicable, the contract lobbying effort is directed and overseen by the Council's Legislative Committee**



**City of Spokane**

**CONTRACT RENEWAL 4 of 4**

Title: **FEDERAL LOBBYING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 1301 Second Avenue, Suite 2850, Seattle, WA 98101, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and*

*WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the third of those renewals.*

*WHEREAS, the City desires to exercise its fourth renewal of the Contract;*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 10, 2020 and May 6, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on January 1, 2024 and shall end on December 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND 00/100 DOLLARS, (\$80,000)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded

without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

#### **4. DEBARMENT AND SUSPENSION.**

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

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

#### **DESIMONE CONSULTING GROUP**

#### **CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

#### **Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

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

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

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

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

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



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/29/2024

**Clerk's File #**

OPR 2018-0252

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

CITY ATTORNEY

**Project #**

**Contact Name/Phone**

ELIZABETH 6232

**Bid #**

**Contact E-Mail**

ESCHOEDEL@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE

**Agenda Item Name**

0500 SPECIAL COUNSEL CONTRACT AMENDMENT #5

### **Agenda Wording**

Special Counsel Contract Amendment #5 with Craig Trueblood, K & L Gates, LLP (Seattle, WA) for outside counsel advise for Wastewater - additional \$50,000. Total contract: \$243,100. (Council Sponsor: Council Member Bingle)

### **Summary (Background)**

Craig Trueblood of K & L Gates, has expertise in environmental law, particularly the Clean Water Act. Mr. Trueblood's contract continues to assist and advise the City in the water quality rules and regulations, implementation of the National Pollutant Discharge Elimination System and the Integrated Clean Water Plan projects.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$ 243,100.00

Current Year Cost

\$ 50,000.00

Subsequent Year(s) Cost

\$

### **Narrative**

#### **Amount**

#### **Budget Account**

Expense

\$ 50,000

# TBD

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	March 11, 2025
<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Elizabeth Schoedel
<b>Contact Email &amp; Phone</b>	<a href="mailto:Eschoedel@spokanecity.org">Eschoedel@spokanecity.org</a> 6232
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Special Counsel Contract Amendment #5
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Craig Trueblood of K & L Gates, has expertise in environmental law, particularly the Clean Water Act.  This amendment is to add additional funds to Mr. Trueblood's contract to continue to assist and advise the City in the DO TMDL, water quality rules and regulations, implementation of the NPDES Permit and the Integrated Clean Water Plan projects, and other issues with wastewater and RPWRF. Last contract amendment was in 2022.  Additional funds need to be added in the amount of \$50,000.00.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>243,100.00</u> Current year cost: 50,000 Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? N/A</li> <li>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 work is for special counsel advice. It will not impact racial, gender</li> </ul>	



identity, national origin, income levels, 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? N/A
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This Contract Amendment is consistent with the City's requirement for helping align City policies and providing the City with legal support, advice, consultation, and risk analysis and support on issues regarding both wastewater and stormwater issues.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. N/A – Contract Amendment



**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT #5**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Craig Trueblood of the Law Firm K & L Gates, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department; and.*

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

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 17, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective February 1, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **TWO HUNDRED FORTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$243,100.00).**

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

**K & L GATES LLP**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

U2024-023



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/29/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 1207 E NEWARK AVE

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with NARP LLC, for the future construction of approximately 4 units, at Parcel Number(s) 35204.0211 commonly known as 1207 E Newark Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# 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)	Zack Zappone, Jonathan Bingle, and Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>Perry Street Townhomes</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>8-year Market Rate Exemption</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>Perry Street Townhomes</u> at the <b>March 25, 2024 City Council Meeting</b>.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>4 units</u></b>, at <b><u>1207 E NEWARK AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>RMF</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>1000000</u></b></li><li>Located in the <b><u>East Central</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	



- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



**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 NARP LLC, as “Owner/Taxpayer” whose business address is 6128 N HOWARD ST SPOKANE, WA 99205.**

**WITNESSETH:**

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential

targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

**LIBERTY PARK ADD LTS 14&15 BLK 4**

Assessor's Parcel Number(s)  
**35204.0211,**

commonly known as  
**1207 E NEWARK AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Spokane Targeted Investment Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **8-year Market Rate Exemption**. as defined in SMC 08.15.090.

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

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

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

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new

construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

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

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

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

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

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon

issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

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

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

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

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

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

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

by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

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

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

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

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential



occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

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

17. Nothing in this Agreement shall permit or be interpreted to permit either party to

violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE  
NARP LLC

By:  
By:

\_\_\_\_\_  
\_\_\_\_\_

Interim City Administrator, Garrett Jones  
Its:

\_\_\_\_\_  
\_\_\_\_\_

Attest:  
Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_

City Clerk  
Assistant City Attorney





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR GARLAND APARTMENTS

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Garland Acquisitions LLC, for the future construction of approximately 44 units, at Parcel Number(s) 35062.1409 commonly known as 924 W Garland Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# 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)	CMs Zappone, Bingle, and Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>Garland Apartments</b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>Garland Apartments</u> at the <b>March 25, 2024 City Council Meeting</b>.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>44 units</u></b>, at <b><u>924 W GARLAND AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>• Property is zoned <b><u>CC1-NC</u></b> and the proposed use is allowed.</li><li>• Estimated Construction Costs: <b><u>9000000</u></b></li><li>• Located in the <b><u>North Hill</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A



Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	

- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



## 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 GARLAND ACQUISITIONS LLC, as “Owner/Taxpayer” whose business address is 915 W 2ND AVE 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:

### **MONROE PK W84FT OF L7-8 ;ALL L9TO12 B14**

Assessor's Parcel Number(s) **35062.1409**,

commonly known as

**924 W GARLAND 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 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 44 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

GARLAND ACQUISITIONS LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 2402 E 31ST AVE

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with CAP 31ST AVENUE RESIDENCES, LLC , for the future construction of approximately 96 units, at Parcel Number(s) 35331.0017 commonly known as 2402 E 31st Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# 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)	CMs Bingle, Zappone, and Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>31st Avenue Apartments</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>31st Avenue Apartments</u> at the <b>March 25, 2024 City Council Meeting</b>.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>96 units</u></b>, at <b><u>2402 E 31ST AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>• Property is zoned <b><u>CC4-DC</u></b> and the proposed use is allowed.</li><li>• Estimated Construction Costs: <b><u>20250000</u></b></li><li>• Located in the <b><u>Lincoln Heights</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	

- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



## 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 CAP 31<sup>ST</sup> AVENUE RESIDENCES, LLC, as "Owner/Taxpayer" whose business address is 915 W 2<sup>ND</sup> AVE, 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:

**33-25-43 LT "B" OF CITY S.P. Z01-31 "SOUTHEAST BOULEVARD" AUDITOR'S FILE # 4661956 BEING A PTN OF NE1/4**

Assessor's Parcel Number(s) **35331.0017**,

commonly known as

**2402 E 31ST AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **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 **96** 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

CAP 31<sup>ST</sup> AVENUE RESIDENCES LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney









## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 2517 E UPRIVER DR

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Jay Higgins/Cheryl Ann Kordner, for the future construction of approximately 20 units, at Parcel Number(s) 35091.2914 commonly known as 2517 E Upriver Dr.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

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Select

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Select

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\$

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## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# 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)	Jonathan Bingle, Zack Zappone, and Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>2517 E Upriver Multifamily</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>2517 E Upriver Multifamily</u> at the <b>March 25, 2024 City Council Meeting</b>.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>20 units</u></b>, at <b><u>2517 E UPRIVER DR SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>RMF</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>2100000</u></b></li><li>Located in the <b><u>Bemiss</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	

- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



## 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 HIGGINS, JAY G/KORNDER, CHERYL ANN, as "Owner/Taxpayer" whose business address is PO BOX 18112, Spokane, WA 99228.

### 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:

**ROSS PARK NE SUB BLK 29 LT 1 BLK 29 TOG W/ VAC 50' STP LYG ELY OF & ADJ**

Assessor's Parcel Number(s) **35091.2914**,

commonly known as

**2517 E UPRIVER DR 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 20 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

HIGGINS, JAY G/KORNDER, CHERYL ANN

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 621 S CANNON REHABILITATION

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Grove at Cannon LLC, for the future construction of approximately 13 units, at Parcel Number(s) 25244.2715 commonly known as 621 S Cannon St.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	BLACK, TIRRELL		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	BEATTIE, LAUREN		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Suzanne Groves - thegroveatcannon@gmail.com		smacdonald@spokanecity.org	
sgardner@spokanecity.org		tstripes@spokanecity.org	
abeck@spokanecity.org		rbenzie@spokanecity.org	



# 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)	Zack Zappone, Kitty Klitzke, and Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>621 S Cannon St Rehabilitation</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>621 S Cannon St Rehabilitation</u> at the <b>March 25, 2024 City Council Meeting</b>.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>13 units</u></b>, at <b><u>621 S CANNON ST SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>OR-150</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>300000</u></b></li><li>Located in the <b><u>Cliff-Cannon</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	



- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



## 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 Grove At Cannon, LLC, as “Owner/Taxpayer” whose business address is PO BOX 14902 Spokane Valley, WA 99214.

### 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:

### **CANNONS ADD L7-8 B30 EXC HWY**

Assessor's Parcel Number(s) **25244.2715**,

commonly known as

**621 S CANNON 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 13 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

Grove At Cannon, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney







## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 5115 S FREYA PROJECT

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with 5115 S Freya St LLC, for the future construction of approximately 30 units, at Parcel Number(s) 34031.9114 commonly known as 5115 S Freya St.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# 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)	Zappone, Klitzke, Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>5115 S Freya</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>5115 S Freya</u> at the March 25, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>30 units</u></b>, at <b><u>5115 S FREYA ST SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>• Property is zoned <b><u>R1</u></b> and the proposed use is allowed.</li><li>• Estimated Construction Costs: <b><u>3000000</u></b></li><li>• Located in the <b><u>Southgate</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	

- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



## 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 5115 S FREYA, LLC, as "Owner/Taxpayer" whose business address is 5115 S FREYA ST SPOKANE, WA 99223-7111.

### 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:

**03-24-43 PTN OF GOV LTS 10&11 DAF; BEG AT A PT 12' S OF N LN OF GOV LT 10 & E LN OF FREYA RD TH E400' TH S310' TO TR UE POB TH S308' TH W424' M/L TO E LN OF FREYA RD IN GOV LT 11 TH NLY ALG E LN OF FREYA RD TO PT 322' S MEAS AT RT ANGLES TO N LN OF SD GOV LT 11 TH ELY TO POB**

Assessor's Parcel Number(s) **34031.9114**,

commonly known as

**5115 S FREYA ST SPOKANE, WA.**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **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 **30** 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

5115 S FREYA, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 7650 N A ST

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Five Mile Spokane, LLC, for the future construction of approximately 48 units, at Parcel Number(s) 26252.0064 commonly known as 7650 N A St AKA 7601 N Five Mile Rd.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# 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)	Zack Zappone, Kitty Klitzke, and Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
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 <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>5M Apartments</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</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><b>Approve the MFTE Conditional Agreement for the <u>5M Apartments</u> at the March 25, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>48 units</u></b>, at <b><u>7650 N A ST SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>• Property is zoned <b><u>R1</u></b> and the proposed use is allowed.</li><li>• Estimated Construction Costs:</li><li>• Located in the <b><u>Five Mile Prairie</u></b> neighborhood.</li></ul>
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <b><u>\$0</u></b> Current year cost: Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<p><b>Operation Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p><b>SMC 08.15 Multi- Family Housing Property Tax Exemption</b></p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> <li>1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;</li> <li>2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;</li> <li>3. increase the supply of mixed-income multifamily housing opportunities within the City;</li> <li>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;</li> <li>5. promote community development, neighborhood revitalization, and availability of affordable housing;</li> <li>6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and</li> <li>7. encourage additional housing in areas that are consistent with planning for public transit systems.</li> </ol> <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><b>RCW 84.14.100</b></p> <p><b>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</b></p> <p>(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 <u><b>84.14.021</b></u>, must file with a designated authorized representative of the city or county an annual report indicating the following:</p> <ol style="list-style-type: none"> <li>(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;</li> <li>(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 <u><b>84.14.020</b></u> since the date of the certificate approved by the city or county;</li> <li>(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and</li> <li>(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.</li> </ol> <p>(2) <b>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:</b></p>	



- (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

**Council Subcommittee Review:**

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

**All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.**



## 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 FIVE MILE SPOKANE, LLC, as "Owner/Taxpayer" whose business address is 1030 COMMERCE AVE LONGVIEW, WA 98632.

### 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:

**25-26-42 PTN OF W1/2 OF NW1/4 OF NW1/4 LYG SLY OF 5 MILE RD DAF: BEG AT PT ON W LN OF SEC 25 WHICH BEARS S1257.25FT FROM NW COR OF SEC 25 TH N ALG W LN 536.51FT TO PT ON S ROW LN OF 5 MILE RD SAID PT BEING A NON-TANGENT 173.24FT RADIUS CURVE TO LEFT RADIUS BEARS N55\*46'28"E TH SELY ALG CURVE THRU C/ 22\*35'28" ARC DIST 68.31FT TH S56\*4900"E 341FT TH S47\*50'01"W 450.37FT TO POB EXC PTN DAF: A STRIP OF LAND 15FT IN WIDTH LYG SLY & PAR W/ N LN OF PARCEL WHICH ALSO IS S LN OF 5 MILE RD FROM NE COR OF PARCEL WLY 260FT TO A PT & SAID PT IS TERMINUS OF DESCRIPTION**

Assessor's Parcel Number(s) **26252.0064**,

commonly known as

**7650 N A ST SPOKANE, WA.**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **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 **48** 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

FIVE MILE SPOKANE, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Interim City Administrator, Garrett Jones

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney







## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Information Only

**Date Rec'd**

2/27/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:**

**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Project #**

**Contact Name/Phone**

ELDON BROWN 6305

**Bid #**

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KKLITZKE JBINGLE ZZAPPONE

**Agenda Item Name**

4700 - AMENDING ORDINANCE C-33671 TO RELEASE AN EASEMENT

### **Agenda Wording**

Amending Ordinance C-33671 to strike easement.

### **Summary (Background)**

Jubilant Hollister Stier has applied for campus expansion building permits and it has come to our attention that there is an existing easement that was reserved in RW Vacation Ordinance C-33671 for an old water line in that location. The easement currently runs under the existing building and is no longer needed. Staff wishes to prepare a revised ordinance that would strike the easement language so the existing building and future campus expansion are not in the easement area.

Lease? NO Grant related? NO Public Works?

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

### **Amount**

### **Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 03/11/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/27/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/25/2024

**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Project #**

**Contact Name/Phone**

ELDON BROWN 6305

**Bid #**

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

KKLITZKE JBINGLE ZZAPPONE

**Agenda Item Name**

4700 - AMENDING ORDINANCE C-33671 TO RELEASE AN EASEMENT

### **Agenda Wording**

Amending Ordinance C-33671 to strike easement.

### **Summary (Background)**

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Lease? NO

Grant related? NO

Public Works?

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

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Select

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#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	March 11, 2024
<b>Submitting Department</b>	Developer Services
<b>Contact Name</b>	Eldon Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> (509) 625-6305
<b>Council Sponsor(s)</b>	<u>Michael Cathcart</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Jubilant Hollister Stier has applied for campus expansion building permits and it has come to our attention that there is an existing easement that was reserved in RW Vacation Ordinance C-33671 for an old water line in that location. The easement currently runs under the existing building and is no longer needed.  Staff wishes to prepare a revised ordinance that would strike the easement language so the existing building and future campus expansion aren't in the easement area.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: Subsequent year(s) cost: <b>Narrative:</b> <u>NA</u>  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? <u>NA</u>	
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? <u>NA</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>NA</u>	
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? <u>NA</u>	

## AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON ) SS  
COUNTY OF SPOKANE )  
CITY OF SPOKANE )

### ORDINANCE NO. C33671

An ordinance vacating the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south.

WHEREAS, a petition for the vacation of the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; — NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south is hereby vacated. S/E1/4 S4 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of the City of Spokane Water & Hydroelectric Services Department to protect existing and future utilities, and no structures or other obstructions shall be erected or placed within twenty feet east of the water main centerline as projected on the surface without the prior written approval of the Director of Engineering Services.

Section 3. Adequate emergency vehicle access must be maintained to existing and future buildings.

Section 4. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the assessed value of the area herein vacated.

Passed the City Council August 1, 2005.

(Delivered to the Mayor on the 5th day of August, 2005)

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the Official Gazette, a paper published weekly by the City of Spokane, Washington, do hereby certify that the ORDINANCE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 10<sup>th</sup> day of August, 2005, and that said ORDINANCE was published in every copy of the said paper of said date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 10<sup>th</sup> day of August, 2005.

*Terri L. Pfister*

City Clerk

City of Spokane, Washington






# Easement to be Released



Easement reserved in Right-of-way  
Vacation Ordinance C-33671

## Legend

 Easment Area

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

