

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



## **AGENDA FOR 12:00 P.M. MONDAY, JULY 14, 2025**

The Spokane City Council's Urban Experience Committee meeting will be held at **12:00 PM July 14, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2496 058 1441; 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 12:00 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.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/iXDGewSg79FzxieL9>

## **AGENDA**

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

### **II. Discussion Items**

1. 1680 – POINT IN TIME AND HOUSING INVENTORY COUNT 2025 - JON KLAPP (10 minutes)
2. 1680 – FY2024 CONTINUUM OF CARE GRANT AGREEMENTS - JON KLAPP (10 minutes)
3. 4700 - MONTHLY PERMIT REPORT - Steve MacDonald (10 minutes)
4. 0650 REPORT ON PROGRESS PERIODIC UPDATE TO THE COMP PLAN, PLANSPOKANE 2046 - TIRRELL BLACK (10 minutes)
5. 1390 - RESOLUTION: 1-YR REFORESTATION PILOT PROGRAM FOR DOWNTOWN SPOKANEOKA - ANGEL SPELL (5 minutes)
6. 4700 – AMENDING ORDINANCE C-35052 TO RELEASE A PORTION OF THE EASEMENTS - ELDON BROWN (5 minutes)
7. 4700 – AMENDING ORDINANCE C-34983 TO RELEASE A PORTION OF THE EASEMENTS - ELDON BROWN (5 minutes)
8. 4700 – CEDAR STREET VACATION ORDINANCE - ELDON BROWN (5 minutes)
9. 4700 – AMENDING ORDINANCE C-27061 TO RELEASE A PORTION OF THE EASEMENTS - ELDON BROWN (5 minutes)
10. 4700 – RESOLUTION TO SET HEARING FOR THE CEDAR ST. VACATION - ELDON BROWN (5 minutes)
11. 4700 - VACATING A PORTION OF THE ALLEY ORDINANCE - ELDON BROWN (10 minutes)
12. 4700 - RESOLUTION TO SET HEARING FOR VACATING A PORTION OF THE ALLEY - ELDON BROWN (10 minutes)
13. 0410 - SBO - HR RANGE CHANGE - REPROGRAPHICS TECHNICIAN - MATT BOSTON (5 minutes)
14. 0750 - DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION PROJECT - TIM THOMPSON (5 minutes)
15. 0650 INTERLOCAL AGREEMENT RE SCEO ADDING TRIBAL PARTICIPATION - TIRRELL BLACK (10 minutes)

16. 1680- 2025 AFFORDABLE HOUSING DEVELOPMENT & TENANT BASED RENTAL ASSISTANCE - HEATHER PAGE (15 minutes)
17. 1680- 1590 PROJECT UPDATES - HEATHER PAGE (15 minutes)
18. 1460 – ORDINANCE AMENDING CHAPTER 08.02 - LUIS GARCIA (5 minutes)
19. 1680- HUD CERTIFIED HOUSING COUNSELING PROGRAM FUNDING RECOMMENDATION - HEATHER PAGE (5 minutes)
20. ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART - ADAM MCDANIEL (5 minutes)
21. 0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM - ADAM MCDANIEL (5 minutes)

### **III. Consent Items**

1. 0650 - REIMBURSEMENT AGREEMENT WITH NATIVE PROJECT (PLANNING & ECONOMIC DEVELOPMENT)
2. 1680- AGREEMENT BETWEEN THE CITY OF SPOKANE AND HOUSING DIVISION (COMMUNITY, HOUSING & HUMAN SERVICES)
3. 5800 SETTLEMENT RESOLUTION (CITY ATTORNEY)
4. 0650 - VICTORY HEIGHTS PUD OVERLAY ORDINANCE (PLANNING & ECONOMIC DEVELOPMENT)
5. 0750 – MFTE CONDITIONAL AGREEMENT FOR 819 S HATCH ST (PLANNING & ECONOMIC DEVELOPMENT)
6. 0750 – MFTE CONDITIONAL AGREEMENT FOR 6019 N LACEY ST (PLANNING & ECONOMIC DEVELOPMENT)
7. 1680- INTERLOCAL AGREEMENT 4TH AMENDMENT WITH ALTCEW (COMMUNITY, HOUSING & HUMAN SERVICES)

### **IV. Public Testimony**

### **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**

Please note that the August 11, 2025 Urban Experience Committee meeting will be canceled. The next meeting will be held at the regular date and time of **12:00 PM. September 8, 2025.**

**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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ddecorde@spokanecity.org](mailto:ddecorde@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Information Only**Date Rec'd**

7/3/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

JON KLAPP 5625-6036

**Requisition #****Contact E-Mail**

JKLAPP@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

1680 – POINT IN TIME AND HOUSING INVENTORY COUNT 2025

**Agenda Wording**

A presentation of the results of the 2025 Point in Time and Housing Inventory Counts conducted in January.

**Summary (Background)**

The Point in Time (PIT) Count and the Housing Inventory Count (HIC) are conducted in communities across the United States on an annual basis. The PIT provides a single night count of sheltered and unsheltered individuals experiencing homelessness. The HIC provides a count of the supportive housing resources available for individuals experiencing homelessness on the same night.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org		jklapp@spokanecity.org	
amartinez@spokanecity.org			



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

March 11, 2025

Ms. Dawn Kinder  
Director, Neighborhood, Housing and Human Services  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Dear Ms. Kinder:

Congratulations! I am delighted to inform you of the funding for your project(s) under the Department of Housing and Urban Development's (HUD) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2024 Continuum of Care (CoC) Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants for a total of \$6,885,650.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of people experiencing homelessness through their local planning efforts and through the direct housing and service programs funded under the FY 2024 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) for each project. The Department's field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend the funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in dark ink, appearing to read "David C. Woll Jr.", is positioned above the typed name.

David C. Woll Jr.  
Principal Deputy Assistant Secretary

Enclosure

WA0109U0T022417

WA 0109 Catholic Charities SMS TH FY 2024 (WA0109UOT022316)  
67,755

WA0126U0T022417

WA 0126 VOA Alexandria's House FY 2024 (WA0126U0T022316)  
73,736

WA0130U0T022417

WA 0130 VOA Samaritan 05-06 FY 2024 (WA0130U0T022316)  
1,612,125

WA0288U0T022411

WA 0288 Catholic Charities RRH for Families FY 2024 (WA0288UOT022310)  
562,791

WA0329U0T022409

WA 0329 City of Spokane HMIS Project FY 2024 (UOT022308)  
208,239

WA0330U0T022409

WA 0330 SNAP Singles Homeless Coordinated Assessment FY 2024 (WA0330UOT022308)  
288,718

WA0331U0T022409

WA 0331 SNAP RRH for Households without Children FY 2024 (WA0331U0T022308)  
303,220

WA0353U0T022409

WA 0353 YWCA RRH for DV Survivors for Households with Children FY 2024 (WA0353U0T022308)  
820,252

WA0373U0T022408

WA 0373 Catholic Charities Homeless Families Coordinated Assessment FY 2024 (WA0373UOT022307)  
262,601

WA0374U0T022408

WA 0374 Catholic Charities PSH Consolidation FY 2024 (WA0374UOT022307)  
484,430

WA0512U0T022403

WA 0512 Catholic Charities PSH Support Rent FY 2024 (WA0512UOT022302)

239,620

WA0525Y0T022402

YHDP TH/RRH Application FY2024 (WA0525U0T022301)

979,683

WA0526Y0T022402

YHDP Host Homes Application FY2024 (WA0526U0T022301)

81,426

WA0527Y0T022402

YHDP SSO Application FY2024 (WA0527U0T022301)

199,254

WA0529Y0T022402

YHDP Youth CE Application FY2024 (WA0529 U0T022301)

135,807

WA0594U0T022401

WA 0594 YWCA Coordinated Entry for DV Survivors FY2024 (WA0594UOT22300)

137,689

WA0610U0T022400

WA 0595 City of Spokane UFA Costs FY 2024 (WA0595U0T022300)

160,614

WA0611U0T022400

WA 0596 City of Spokane CoC Planning FY 2024 (WA0596UOTO22300)

267,690

Total Amount: **\$6,885,650**

## Local Competition Selection Results

Project Name	Score	Status	Rank	Amount Requested from HUD	Reallocated Funds
YHDP TH/RRH Application FY2023	N/A	Accepted	Not Ranked	\$ 892,736.00	
YHDP Host Homes Application FY2023	N/A	Accepted	Not Ranked	\$ 77,214.00	
YHDP SSD Application FY2023	N/A	Accepted	Not Ranked	\$ 189,450.00	
YHDP Youth CE Application FY2023	N/A	Accepted	Not Ranked	\$ 128,782.00	
CoC Planning	N/A	Accepted	Not Ranked	\$ 295,235.00	
CoC UFA Costs	N/A	Accepted	Not Ranked	\$ 177,141.00	
WA0329 City of Spokane HMIS Project FY 2023	N/A	Accepted	1	\$ 197,468.00	
WA0288 Catholic Charities RRH for Families FY 2023	97.2	Accepted	2	\$ 524,687.00	
<b>WA0418 Catholic Charities PSH II FY 2023</b>	96.5	Accepted	3	Consolidated with w/A0374	
<b>WA0374 Catholic Charities PSH Consolidation FY 2023</b>	94.5	Accepted	4	\$ 452,903.00	
WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2023	93.63	Accepted	5	\$ 249,018.00	
<b>WA0353 YWCA RRH for DV Survivors for Households with Children FY 2023</b>	92.6	Accepted	6	\$ 787,276.60	
<b>WA0130 VOA Samaritan 05-06 FY 2023</b>	89.7	Accepted	7	\$ 1,372,100.16	
<b>WA0420 YWCA RRH for Survivors of DV FY 2023</b>	89.47	Accepted	8	Consolidated with w/A0353	
WA0109 Catholic Charities SMS TH FY 2023	89.4	Accepted	9	\$ 67,755.00	
WA0331 SNAP RRH for Households without Children FY 2023	88.3	Accepted	10	\$ 275,572.04	
<b>WA0511 VOA PSH Scattered Sites FY 2023</b>	87.2	Accepted	11	Consolidated with w/A 0130	
WA0126 VOA Alexandria's House FY 2023	76.4	Accepted	12	\$ 72,738.00	
WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023	86.7	Accepted	13	\$ 155,349.20	
WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023	86.7	Accepted	13	\$ 118,435.30	
YWCA Coordinated Entry DV Bonus FY2023	N/A	Accepted	14	\$ 130,566.70	
WA0512 Catholic Charities PSH Support Rent FY 2023	81.7	Accepted	15	\$ 212,650.00	
Comments:					
YWCA Coordinated Entry is a new project during FY2023 and has no performance measure scoring					



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/24/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

TAMI 6157

**Requisition #****Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

4700 - MONTHLY PERMIT REPORT

**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

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		tpalmquist@spokanecity.org	
akiehn@spokanecity.org			

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Information Only**Date Rec'd**

7/7/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

TIRRELL BLACK 509-625-6185

**Requisition #****Contact E-Mail**

TBLACK@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

0650 REPORT ON PROGRESS PERIODIC UPDATE TO THE COMP PLAN,

**Agenda Wording**

Staff update on PlanSpokane 2046. Update on growth targets (population, housing units, jobs). Update on draft alternatives development. Current project information on website: PlanSpokane.org.

**Summary (Background)**

Informational Report on progress Periodic Update to the City's Comprehensive Plan, PlanSpokane 2046

**What impacts would the proposal have on historically excluded communities?**

This will be analyzed in Racially Disparate Impacts work around housing and in the Environmental Impact Statement.

**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 sources for Environmental Impact Statement are from state and federal sources.

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

A five-year check in (due in 2031) will check population growth, housing unit production, greenhouse gas inventory and VMT (vehicle miles traveled). Other data required is yet to be established by WA Commerce.

**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?**

Update to City's Comprehensive Plan will be reviewed by Plan Commission and adopted by City Council in 2026.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		tblack@spokanecity.org	
amccall@spokanecity.org		eking@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/9/2025

**Clerk's File #**

RES 2025-0058

**Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

PARKS &amp; RECREATION

**Bid #****Contact Name/Phone**

ANGEL SPELL 509-363-5493

**Requisition #****Contact E-Mail**

ASPELL@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

1390 - RESOLUTION: 1-YR REFORESTATION PILOT PROGRAM FOR

**Agenda Wording**

Resolution to establish a one-year reforestation pilot program for downtown Spokane.

**Summary (Background)**

This resolution establishes a one-year pilot program in collaboration with Downtown Spokane Partnership to invest in the reforestation of downtown Spokane tree canopy. Key elements of the program include developing more education and outreach resources, supporting proactive tree stewardship, offering no-cost technical services, and acting as an information clearing house. Parks & Recreation Urban Forestry staff will service the pilot program administratively and operationally. Any expenditures for the pilot program will be provided through the Tree Equity Spokane grant (USDA Forest Service).

**What impacts would the proposal have on historically excluded communities?**

Downtown Spokane and the Riverside Neighborhood are identified as marginalized, underserved, and overburdened by the Climate and Economic Justice Screening Tool (CEJST).

**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 demographic data is not collected by the grant program.

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

Urban Foresters will use several software tools to inventory and analyze the data – TreeWorks, TreePlotter, and Canopy. The Director of Parks & Recreation and the Urban Forester will report on the outcome to the Urban Experience Committee in 2026.

**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?**

Parks and Natural Lands Master Plan: Partnering with others to prioritize tree plantings in areas of need is a first-tier priority for capital investments to preserve our wild. Aligns with Goals A-2, C-5, and K-5 within that plan. Sustainability Action Plan: Aligns with Natural Environment Goal 3, Strategy 6 (Expand urban tree canopy) Comprehensive Plan: Aligns with Natural Environment 12 Urban Forest (Maintain and enhance the urban forest).

**Council Subcommittee Review**

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<b>Fiscal Impact</b>			
Approved in Current Year Budget?		YES	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
A key function of the pilot program is to determine what the resources and costs would be needed to sustain the program.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Expenditures of the program will be reimbursable through the Tree Equity Spokane grant funded by USDA Forest Service including staff time of Urban Forester.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	CONLEY, JASON K.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	JONES, GARRETT		
<u>Accounting Manager</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
<b>Distribution List</b>			
		aspell@spokanecity.org	
gjones@spokanecity.org		amcdaniel@spokanecity.org	

## RESOLUTION NO. 2025-0058

A resolution requesting the Mayor and Park Board establish a pilot program for reforestation of the downtown Spokane area.

**WHEREAS**, it is a goal of the City of Spokane to create and maintain active reforestation programs; and

**WHEREAS**, it is goal of the City of Spokane to reach thirty percent (30%) canopy cover of its total land area by 2030; and

**WHEREAS**, healthy street tree canopy provides numerous economic, social, and environmental benefits including higher property values, increased retail revenues, stormwater mitigation, reduced energy costs, reduced heat island effect, better air quality, protection of water quality, and reduced crime rates; and

**WHEREAS**, under Section 48 of the Spokane City Charter, the Spokane Park Board has the responsibility to “exercise supervision over all shade trees, shrubs, and plants of all kinds on or in the streets and public places of the City and over all resting places, water stations, playgrounds, and parade grounds;” and

**WHEREAS**, pursuant to Section 12.02.925 of the Spokane Municipal Code, actual responsibility for maintenance of street trees is vested in the owners of the property where street trees reside; and

**WHEREAS**, the lack of clarity as to ultimate responsibility for the maintenance of street trees has led to a decline of the health and number of trees in the downtown core; and

**WHEREAS**, currently the downtown area in the Riverside Neighborhood has only 7% canopy coverage; and

**WHEREAS**, street trees are part of the required landscaping for all commercial properties as outlined in the development code; and

**WHEREAS**, urban business districts present specific and complex infrastructure challenges to planting, maintaining, and sustaining a healthy street tree canopy.

**WHEREAS**, shared responsibility, partnership, and collaboration are key to successfully overcoming these complexities and challenges to meet our canopy goals.

**WHEREAS**, the City of Spokane's Urban Forestry program has been granted funds from the USDA Forest Service through 2029 to plant street trees in low-canopy, low-income, and underserved neighborhoods; and

**WHEREAS**, the City Council agrees that concerted and collaborative effort toward reforestation of the downtown core is essential to the vitality and health of both the downtown core and the City as a whole; and

**WHEREAS**, the Park Board has exclusive authority to establish policies related to park land and street trees, the Mayor has sole authority to direct the actions of city staff, including employees of the Parks and Recreation Department, and the City Council in turn is the legislative authority for the City as a whole, all leading to the need for collaboration among various authorities to ensure a successful reforestation program;

**NOW, THEREFORE, BE IT RESOLVED** the City Council supports the collaborative effort to implement a pilot reforestation program for the downtown core of the City, and requests that the administration, with the approval of the Spokane Park Board, direct the Urban Forestry department to implement a one-year pilot program with the following elements:

- Boosting city collaboration with Downtown Spokane Partnership (DSP) by creating more outreach and engagement resources on the reforestation of downtown for property owners, tenants, and residents; and
- Investing in more human resources and professional development for proactive tree stewardship with DSP; and
- Providing no-cost technical services and support from Urban Foresters to reduce barriers to street tree planting and ensure compliance with City codes and specifications; and
- Providing a central point of contact to help guide property owners through the network of city agencies involved in the permitting, service, and maintenance of public infrastructure in a commercial business district;

**BE IT ALSO RESOLVED** the City Council requests that the Director of Parks & Recreation and the City's Urban Forester report on the outcome of the one-year pilot program to the City Council's Urban Experience Committee at a suitable time in year 2026; and

**BE IT ALSO RESOLVED** the City Council requests that at the conclusion of the pilot program the administration, with the approval of the Spokane Park Board, direct the Urban Forestry department to prepare for council consideration an ordinance that would establish a permanent reforestation program for downtown Spokane; and

**BE IT ALSO RESOLVED** the City Council further pledges its support for the one-year pilot program and its openness to establishing a permanent reforestation program for the downtown core and the City as a whole.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – AMENDING ORDINANCE C-35052 TO RELEASE A PORTION OF THE

**Agenda Wording**

Amending Ordinance C-35052 to release easements.

**Summary (Background)**

In 2021, City Council passed Ordinance C- 35052 vacating portions of Dakota St and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		ebrown@spokanecity.org	
mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
edjohnson@spokanecity.org		akiehn@spokanecity.org	
erivera@spokanecity.org			

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36729

An ordinance amending Ordinance C-35052 that vacated portions of Dakota Street in the City of Spokane,

WHEREAS, a petition for the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue 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 Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue is hereby vacated. NE ¼ S17 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area, **Except for the north 17.5' of the portion of Dakota Street that crosses vacated Boone Ave and except for the south 17.5' of the portion of Dakota Street that crosses vacated Boone Ave,** for the utility services of Avista Utilities, CenturyLink\Lumen, Comcast and the City of Spokane to protect existing and future utilities.



Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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

# Gonzaga Easement Reductions



## Amending City Ordinances to release portions of existing easements

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.

### Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – AMENDING ORDINANCE C-34983 TO RELEASE A PORTION OF THE

**Agenda Wording**

Amending Ordinance C-34983 to release easements

**Summary (Background)**

In 2021, City Council passed Ordinance C- 34983 vacating portions of Boone Ave and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
ebrown@spokanecity.org		mnilsson@spokanecity.org	
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erivera@spokanecity.org		akiehn@spokanecity.org	

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808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36730

An ordinance amending Ordinance C-34983 that vacated portions of Boone Avenue, Desmet Avenue, and Dakota Street in the City of Spokane,

WHEREAS, a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street has been filed with the City Clerk representing 100 percent 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 Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street is hereby vacated. NE ¼ of S17 T25 R43, parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area, **except for the north 17.5 feet of Boone Avenue, and except for the south 17.5 feet of Boone Avenue**, for the utility services of Avista Utilities, CenturyLink\Lumen, and the City of Spokane to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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



# Gonzaga Easement Reductions



## Amending City Ordinances to release portions of existing easements

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### Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/7/2025

**Clerk's File #**

ORD C36736

**Cross Ref #**

RES 2025-0057

**Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 625-6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – CEDAR STREET VACATION ORDINANCE

**Agenda Wording**

Public hearing for the vacation of Cedar Street between Carlisle Ave and Montgomery Ave EXCEPT the extended alley crossing Cedar St.

**Summary (Background)**

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies. After reviewing all comments received, Engineering is recommending against this right-of-way vacation.

**What impacts would the proposal have on historically excluded communities?**

NA

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

NA

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

NA

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

NA

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
		ebrown@spokanecity.org	
mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
edjohnson@spokanecity.org		akiehn@spokanecity.org	
erivera@spokanecity.org			

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36736

An ordinance vacating Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street

WHEREAS, a petition for the vacation of Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street 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 Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street and located is hereby vacated. Parcel number not assigned. Portions of this vacation are located in the Southwest Section 07, Township 25 North, Range 43 East, W.M. and the Southeast Quarter of Section 12, Township 25 North, Range 42 East, W.M. and the Northeast Quarter of Section 12, Township 25 North, Range 42 East, W.M., and the Northwest Quarter of Section 07, Township 25 North, Range 43 East, W.M.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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



Joe Anderson, Garco Construction  
4114 E Broadway Ave.  
Spokane, WA 99202

May 23, 2025

Erik Johnson, City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

Dear Mr. Johnson,

Trinity Catholic School has grown over the past few years with their new school and gymnasium and continue to grow with a prospective new Educare facility across the street from the school. With this growth, Trinity has expressed interest in a street vacation of North Cedar Street between West Montgomery Avenue and West Carlisle Avenue, which would provide a variety of benefits to the Trinity Campus as a whole.

The layout of the Trinity Campus is currently separated by Cedar with the School on the West side and the Gymnasium on the East which poses daily challenges and student safety concerns when navigating between the two buildings. The St. Anthony Church and the Rectory that make up the remainder of the Trinity Campus are positioned between the two major school buildings. The proposed new Educare facility is positioned to replace the existing Rectory to further expand upon the educational aspect of the Trinity campus.

The proposed use for the Cedar Street vacation is split up into two parts. With limited space on the current School and Gymnasium lots, this vacation would allow for the northern half of Cedar to become an expanded playground space for the students while also completing the pedestrian connection between the school and gymnasium buildings. This connection would establish a more unified campus experience and provide much safer crossing for students and teachers navigating between the campus buildings. The Northern half of the Cedar Vacation also provides drop-off parking areas for the school and proposed Educare facility.

The proposal for the southern half of the Cedar Street vacation is to be converted into a parking area for the school and new Educare facility. The current parking configuration for the school includes a parking lot at the St. Anthony church and on-street parking along Cedar, Montgomery, and Carlisle. Vacating Cedar would provide staff with a more dedicated off-street parking area to help fulfill parking needs. The alley would remain accessible for local traffic and service vehicles with plans to improve a portion of the alley for school traffic exiting the vacated Cedar parking and drop-off area. New street

---

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landscaping improvements are also proposed along Montgomery at the parking lot entrance and along Carlisle where Cedar would be vacated.

While the Cedar Street vacation poses an opportunity for the Trinity Campus to be unified and create a safer environment for students and teachers, there are also factors involved that limit the impact of the street vacation. St. Anthony Catholic Parish currently owns 75% of lots adjacent to Cedar Street at the proposed vacation with a single residential lot occupying the remaining 25% with a Montgomery Avenue address. Access to surrounding houses would be kept intact both from their respective street addresses and from the alley. According to City of Spokane GIS mapping, there are no public utilities running through the proposed vacated section of street except for a sewer under the alley which will remain accessible and intact.

Cedar Street also has an existing unique connection to Northwest Boulevard, one block to the South. There is no standard street connection for Cedar but rather a curb cut into a parking area for a local business which also excludes any street signage or traffic control signage (Exhibit 1). Entering or exiting Cedar from Northwest Boulevard does not appear to be a primary route of travel in and out of the residential neighborhood. While some local residents may use this access point, it's clearly a non-standard intersection whereas nearby roads such as Walnut Street, Montgomery Avenue, Mansfield Avenue, and Adams Street provide standard and controlled street connections with more continuous access to residential lots to the North from the Northwest Boulevard arterial (Exhibits 2,3,4). Those residents that may use the Cedar Street connection at Northwest Boulevard are more likely to be those South of the Trinity Campus and would be mostly unaffected by the street vacation.

In consideration for vacating the section of North Cedar Street between West Montgomery Avenue and West Carlisle Avenue, there is a great opportunity to improve the safety and connectivity for students and staff at the Trinity Catholic School Campus and allow for future growth to further establish a healthy learning environment. There appears to be minimal impact on the surrounding community as all other property owners in proximity retain their street and alley access while some also benefit from improvements to their alley access. There are no impacted utilities and the unique connection to the Northwest Boulevard arterial is laid out in a way where traffic likely opts to use other, more prominent collector streets for residential access to the North side of the Trinity Campus. For these reasons, it is believed there are ample benefits with little to no negative impact on the surrounding community.

Sincerely,

*Joe Anderson*

Joe Anderson, Garco Construction

**Supplemental Exhibits:**



*Exhibit 1: Northwest Boulevard at Cedar Street*



*Exhibit 2: Northwest Boulevard at Walnut and Montgomery*





*Exhibit 3: Northwest Boulevard at Mansfield*



*Exhibit 4: Northwest Boulevard at Adams*



L:\ACAD RVT\Trinity Catholic School\4 - 2023 Rectory  
Remodel - Revit\0 - Proposal Model\Trinity Catholic School  
Daycare - Proposal Model 1-1.rvt



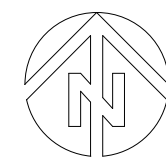
TRINITY CAMPUS AREAS:  
SCHOOL SITE: 23,910 S.F.  
GYMNASIUM SITE: 41,236 S.F.  
EDUCARE SITE: 10,800 S.F.

TOTAL LAND AREA: 75,946 S.F.

TRINITY BUILDING AREAS:  
SCHOOL: 22,926 S.F.  
GYMNASIUM: 9,322 S.F.  
CHURCH: 6,670 S.F.  
EDUCARE: 5,775 S.F.

TOTAL BUILDING FOOTPRINT AREA: 44,693 S.F.

BUILDING COVERAGE PERCENTAGE:  
ALLOWED: 65%  
ACTUAL: 59%



## Trinity Campus Site Plan

1" = 20'-0"

TRINITY SCHOOL PARKING SPACES:  
CLASSROOM REQUIREMENTS:  
10 CLASSROOMS x ONE STALL / CLASSROOM = 10 SPACES

EDUCARE REQUIREMENTS:  
1,808 S.F. EDUCARE AREA = 1 STALL / 500 S.F. = 4 SPACES

TOTAL SPACES REQUIRED: 14 SPACES  
TOTAL SPACES PROVIDED: 16 SPACES (CARLISLE ST.)

PARISH, PLAYGROUND, & GYM CAMPUS PARKING SPACES:  
PARISH PARKING REQUIREMENTS:  
1,976 S.F. PARISH = 1 STALL PER 100 S.F. = 20 SPACES

GYM PARKING REQUIREMENTS:  
6,889 GYM AREA / 330 S.F. PER STALL = 21 SPACES

TOTAL SPACES REQUIRED = 21 SPACES  
PARISH AND GYM PARKING SHARED (BUILDINGS NOT USED AT SAME TIME)

TOTAL PAVED PARKING SPACES PROVIDED = 24 SPACES (PARISH)  
STREET PARKING PROVIDED (MONTGOMERY) = 11 PARALLEL STALLS  
TOTAL PARKING PROVIDED = 35 SPACES

NEW EDUCARE FACILITY (2025) PARKING SPACES:  
DAYCARE = ONE STALL PER 500 S.F. (5,775/500) = 12 SPACES  
(VACATED CEDAR ST) TOTAL SPACES PROVIDED = 16 SPACES

CAMPUS PARKING REQUIRED: 47 SPACES

CAMPUS PARKING PROVIDED: 67 SPACES

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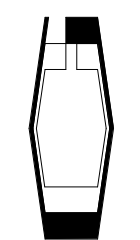
PROPOSAL - NOT FOR CONSTRUCTION

SHEET TITLE: Trinity Campus Site Plan  
PROJECT: TRINITY EDUCARE  
2320 N. CEDAR ST.  
SPOKANE, WA 99205

SHEET

A110.0  
OF

GARCO CONSTRUCTION  
SPOKANE, WASHINGTON EAST 4114 BROADWAY  
99202 (509) 535-4688



DRAWN BY: J.L.A. CHECKED BY: --  
ARCHITECT/ENGINEER: Jason McDonald  
DATE: May 23, 2025 JOB NUMBER: Prop 1-0

REVISIONS:

STAMP:



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
July 2, 2025**

**LOCATION:** Cedar between Carlisle and Montgomery.  
**PROPONENT:** Trinity Catholic School  
**PURPOSE:** Consolidate property for future development  
**HEARING:** September 22, 2025  
**REPORTS:**

**PRIVATE UTILITY COMPANIES**

**AVISTA UTILITIES** – Our utilities are in the alley and if that is to remain public R/W then Avista has no comments

**COMCAST** - No comments

**EXTENET** – No comments

**FATBEAM FIBER** – No comments

**INLAND POWER** – No comments

**INTERMOUNTAIN INFRASTRUCTURE GROUP** – No comments

**LIGHT SPEED NETWORKS** – No comments

**LUMEN** – Lumen does not have any facilities in the proposed vacate area. We are good to proceed.

**PHILLIPS 66 PIPELINE** – Phillips 66 does not have any utilities within your project vicinity.

**PORT OF WHITMAN** – No comments

**TDS TELECOM** - No comments

**VERIZON/MCI Metro** - No comments

**WHOLESALE NETWORKS** – No comments

**ZAYO COMMUNICATIONS** – No comments

**CITY DEPARTMENTS & E911**

**ADDRESSING** - No comments

**BICYCLE ADVISORY BOARD** – No comments

**DEVELOPER SERVICES – CURRENT PLANNING** – No comments

**DEVELOPER SERVICES - TRAFFIC** – No comments

**DIRECTOR OF TRANSPORTATION & SUSTAINABILITY COMMITTEE**

- The proposed vacation of Cedar does not align well with state policies prioritizing active transportation, user safety, equitable multimodal access and opportunity, and reduced greenhouse gas emissions.

Relevant plans and policies include the Washington Active Transportation Plan, the Washington Transportation Plan, the Washington Strategic Highway Safety Plan, and Target Zero.

1. Longer block lengths are associated with increases in pedestrian-involved crashes.
  - a. Block Length (linear feet, LF)
    - i. Walnut St to Cedar St: 380 LF - 400 LF (existing)
    - ii. Cedar St to Jefferson St: ~ 640 LF (existing)
    - iii. Walnut St to Jefferson St: ~ 1060 LF (proposed)
    - iv. Adjacent block lengths range from ~ 280 LF to ~ 400 LF
  - b. Vacation of Cedar could increase vehicular and pedestrian travel distance and time around the proposed vacated section of Cedar and the existing vacation on Adams from 80%-238%.
2. Vacation of N Cedar St may require redesign and reconfiguration/reconstruction of the intersection of Cedar St and Montgomery Ave. The traffic circle was installed in 2014 as part of the Traffic Calming Program.
3. 10% of census tract 530630020005 (W of N Cedar St) already does not have access to a vehicle. Reduced pedestrian connectivity could disproportionately impact this community.
4. Residences in the area bounded by W Northwest Blvd to the southwest, Montgomery Avenue to the north, and Monroe St to the east are already significantly impacted by high volume, high speed arterials resulting in limited pedestrian connectivity to adjacent neighborhoods. Vacation of Cedar would further exacerbate isolation of these neighbors.

**FIRE DEPARTMENT** – Our only concern is the mini roundabout at Montgomery and Cedar. It either needs to be removed, or part of the

proposed vacation modified to accommodate vehicles around the north of the roundabout.

**INTEGRATED CAPITAL MANAGEMENT** – No comments

**NEIGHBORHOOD SERVICES** – No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & ECONOMIC DEVELOPMENT** – The Planning department has significant objections to the proposed vacation for the following reasons:

1. N Adams St between Montgomery Ave and Carlisle Ave is already interrupted between these two blocks, which has reduced connectivity in the road network. Vacation of N Cedar St as proposed would exacerbate this by creating a long, continuous block with no north-south through access.
2. The proposed vacation is counter to Comprehensive Plan policy TR2, which directs the City to "maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes".
3. The proposed vacation would work against city policies and goals in support of street safety, accessibility, and rates of multimodal travel. There is a demonstrated positive relationship between street interconnectivity and street safety and accessibility. Relevant adopted policies include the Vision Zero Resolution, the Janet Mann Safe Streets Executive Order, and Janet Mann Safe Streets Now Resolution. (Additional materials attached.)
4. The proposed vacation would work against the city's goals for economic development. Homes in highly-walkable, gridded neighborhoods maintain a price premium of 40 to 100 percent. Maintaining the integrity of the street grid in walkable neighborhoods is a critical and low-cost step in preserving the value of existing neighborhoods and building the kinds of walkable neighborhoods that are envisioned by the Comprehensive Plan.
5. A traffic circle was installed at the intersection of W Montgomery Ave and N Cedar St through the Traffic Calming program, which indicates this is a desirable route through the neighborhood. Vacating the street without preserving non-motorized access would conflict with the purpose of the City's investment in the traffic calming project.

Many of these concerns may be reduced if a permanent easement allowing for unrestricted public use for people walking and biking were secured as part of the vacation. As proposed, it does not appear this would be compatible with the adjacent property owner's plans.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – There will be conflict with traffic in the alley, as collection vehicles must use the alley during collection. Collection vehicles will need to travel west from Adams. St.



**SPOKANE REGIONAL EMERGENCY COMMUNICATIONS** – No comments

1. **STREET DEPARTMENT** – Add curb ramps to Montgomery and Cedar.
2. Show an autoturn run of an SU-30 to navigate the traffic circle while avoiding the driveway and curbing from the vacated Cedar improvements.
3. On Street parking not allowed within intersection of Carlisle and Cedar.
4. Alley should remain public ROW.
5. Install City standard driveway at Montgomery (ramps would not be needed).
6. On street marked parking not allowed.

**WASTEWATER MANAGEMENT** - Currently storm water from the alley west of Cedar and the entirety of Cedar from Montgomery to Carlisle runs north and is handled by the catch basins on the southwest and southeast corners of Cedar and Carlisle. This proposal blocks that drainage to the north. It also introduces a situation where the stormwater from the south half of the vacated area would drain into the alley which is to remain public right of way. This is not allowed since stormwater from private property must be maintained and treated on that private property. This proposal does not address the stormwater drainage.

If that drainage issue is addressed in a manner we think is appropriate, and the vacation request resubmitted, we could revisit the possible vacation.

In that case, we would stipulate that at the very least future approval would require the following:

- The catch basins at Cedar and Carlisle (southwest and southeast corners) would need to be moved to the new curb line.
- The catch basin on the northwest corner of Montgomery and Cedar would likewise need to be moved to the new curb line/bump out.
- Sanitary manholes at Cedar and Adams in the alley right of way where new paving is done would need to be adjusted to the new paving elevation.
- As stated above all stormwater in the vacated area would need to be maintained and treated on site.

**WATER DEPARTMENT** – We have no concerns

**RECOMMENDATION:** The proposed vacation would eliminate a connective link in the transportation, bicycle, and pedestrian network in this area and is not recommended for approval.

If approved, recommended conditions of approval are as follows:

1. Plans for termination and closure of the existing right-of-way must be prepared by a licensed Civil Engineer and accepted by the City of Spokane Development Services Department prior to construction. This work must either be completed or bonded for prior to the final reading of the vacation ordinance.

The closure work must include the removal of the curb returns on either side and driveway approaches must be placed across the entrances to the right-of-way. Stormwater must be addressed which will require the relocation of the existing storm structures on either end of the vacation area. Movements regarding the traffic circle would need to be addressed. Any street name signs must be returned to the Street Department.

2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$115,077.94 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.


Eldon Brown, P.E.  
Principal Engineer – Developer Services





**Right-of-way Description:  
Cedar Street between Carlisle and  
Montgomery EXCEPT the portion  
of the extended alley crossing Cedar St.**

**Legend**

 Proposed Vacation

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streets, etc.



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – AMENDING ORDINANCE C-27061 TO RELEASE A PORTION OF THE

**Agenda Wording**

Amending Ordinance C-27061 to release easements.

**Summary (Background)**

In 1983, City Council passed Ordinance C-27061 vacating portions of Boone Ave and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
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City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36731

An ordinance amending Ordinance C-27061 that vacated portions of Boone Ave, Astor St, and Sharp Ave in the City of Spokane,

WHEREAS, a petition for the vacation of Boone Avenue, in the City of Spokane, from the east line of Astor Street to the west line of Dakota Street; Addison Street, from Boone Avenue to the south line of Sharp Avenue; Standard Street from Boone Avenue to 142 feet north of Boone Avenue, 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. Boone Avenue, in the City of Spokane, from the east line of Astor Street to the west line of Dakota Street; Addison Street, from Boone Avenue to the south line of Sharp Avenue; Standard Street from Boone Avenue to 142 feet north of Boone Avenue are hereby vacated.

Section 2. An easement is reserved and retained over and within each of the vacated areas, **Except for the north 17.5 feet of the Boone Avenue vacation areas and except for the south 17.5 feet of the Boone Avenue vacation areas,** for the maintenance, operation, and installation of existing and future utilities, including those provided by the City of Spokane and those provided by Pacific Northwest Bell Telephone Company **Lumen**, Washington Water Power Company **Avista** and Cox Cable TV **Comcast** and the implementation of the Sharp II storm sewer basin which is scheduled for construction, and no structures or other obstruction shall be erected or placed within the easement area without the prior written approval of the Public Works Director.

Section 3. That The City shall have the right at all times to enter the easement area for the purposes of installation, maintenance and repair of all City utilities and to extend to private entities providing utility service the right to enter the easement area to perform the same activities.

Section 4. The City shall perform any maintenance, repair or installation of City utilities within the easement area in such a way as to provide that the easement area and all improvements therein shall be adversely affected to the minimal degree and at the completion thereof leave the property level and smooth at grade level, but shall not be responsible to install any surface, landscaping or other improvement that has been removed or disrupted by the work.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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

# Gonzaga Easement Reductions



## Amending City Ordinances to release portions of existing easements

THIS IS NOT A LEGAL DOCUMENT.  
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### Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/7/2025

**Clerk's File #**

RES 2025-0057

**Cross Ref #**

ORD C36736

**Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 625-6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – RESOLUTION TO SET HEARING FOR THE CEDAR ST. VACATION

**Agenda Wording**

Resolution to set the hearing for 9/22/25 for the vacation of Cedar Street between Carlisle Ave and Montgomery Ave EXCEPT the extended alley crossing Cedar St.

**Summary (Background)**

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies. After reviewing all comments received, Engineering is recommending against this right-of-way vacation.



**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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
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Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	PALMQUIST, TAMI		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
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edjohnson@spokanecity.org		akiehn@spokanecity.org	
erivera@spokanecity.org			

## R E S O L U T I O N 2025-0057

WHEREAS, on May 23, 2025, the Spokane City Council received a petition for the vacation of Cedar Street between Montgomery Ave and Carlisle Ave, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Cedar Street between Montgomery Ave and Carlisle Ave, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Cedar Street Between Montgomery Ave and Carlisle Ave, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 22, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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


Approved as to form:

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



**Right-of-way Description:  
Cedar Street between Carlisle and  
Montgomery EXCEPT the portion  
of the extended alley crossing Cedar St.**

**Legend**

 Proposed Vacation

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**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/24/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 - VACATING A PORTION OF THE ALLEY ORDINANCE

**Agenda Wording**

Vacating a portion of the alley between Maxwell and Sinto, from Elm to Oak

**Summary (Background)**

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and franchised private utility companies. Responses are favorable provided that the appropriate easements are reserved.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
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edjohnson@spokanecity.org			

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36735

An ordinance vacating the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street

WHEREAS, a petition for the vacation of the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street 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 two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street is hereby vacated. Parcel number not assigned. Located in the Northeast Quarter of Section 13, Township 25 North, Range 42 East, Willamette Meridian.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Lumen, Comcast, and the City of Spokane to protect existing and future utilities.



Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
June 23, 2025

**LOCATION:** The alley between Maxwell and Sinto, from Elm to Oak, except the west 50 feet of the alley.

**PROPONENT:** The Native Project

**PURPOSE:** To control access and further develop the site

**HEARING:** August 25, 2025

**REPORTS:**

**UTILITY COMPANIES**

**AVISTA UTILITIES** – Avista has reviewed the proposed street vacation and notes that we maintain electric and gas service to multiple locations throughout the alley, thus access to pole and services is required.

Avista requests the following language be added as a condition of approval:

Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services and gas services located in vacated Elm-Sinto Alley. Easement shall be recorded and referenced on final Record of Survey.

**COMCAST** - We do have fiber and coax in this easement that we would need access to maintain or repair if necessary or would need notification if our services would need to be rerouted.

**EXTENET** – No comments

**FATBEAM FIBER** – No comments

**INLAND POWER** – No comments

**INTERMOUNTAIN INFRASTRUCTURE GROUP** – No comments

**LIGHT SPEED NETWORKS** – No comments

**LUMEN** – Lumen has cable facilities in the proposed city vacation and we would like to retain utility easement rights. These rights should provide for maintenance, construction, and reconstruction as needed.

**PORT OF WHITMAN** – No comments

**TDS TELECOM** - No comments

**VERIZON/MCI Metro** - No comments

**PHILLIPS 66 PIPELINE** – Phillips 66 does not have utilities within your attached project vicinity.

**WHOLESALE NETWORKS** – No comments

**ZAYO COMMUNICATIONS** – No comments

#### **CITY DEPARTMENTS & E911**

**ADDRESSING** - No comments

**BICYCLE ADVISORY BOARD** – No comments

**DEVELOPER SERVICES – CURRENT PLANNING** – I don't have any concerns.

**DEVELOPER SERVICES - TRAFFIC** – No comments

**FIRE DEPARTMENT** – Fire has no concerns.

**INTEGRATED CAPITAL MANAGEMENT** – No concerns

**NEIGHBORHOOD SERVICES** – No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & ECONOMIC DEVELOPMENT** – Do you know if solid waste pickup occurs through the alley? Moving their pickup to Maxwell could negatively impact our new bike lanes.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – Solid Waste has no concerns

**SPOKANE REGIONAL EMERGENCY COMMUNICATIONS** – No comments

**STREET DEPARTMENT** – Remove ally curb returns, extend curb and sidewalk south

**WASTEWATER MANAGEMENT** - After discussing Native project and parking lot further with Eldon and others, vacation could be agreed to with provisions:

- Larger (greater of 30' wide or 2 x depth to sewer I.E.) no-build easement will be provided (immediately to south of north alley line)
  - o probable exception on west end near ex. building that will stay with alley-width (e.g. 16ft wide) easement.
- Provision for WWM crews to demo and excavate as needed to maintain, repair, or replace existing VCP sewer and only be responsible to backfill up to subgrade. No restoration of improvements (sidewalk, driveway, HMA pavement, fences, and similar improvements by City, and will be provided by Owner.
  - o Owner would be responsible restoring any other items (than mentioned above) installed over the sewer main.
- Easement draft to be reviewed by WWM engineering prior to completion of vacation process.
- Storm drainage will need to be retained / managed / maintained onsite within the easement area like the adjacent parcels per standards.
- Fences across easement need to be configured for City WWM lock daisy chained on fence to allow 24/7 access by City WWM.
- Easement to be Record with County auditor for all parcels north and south of the alley bordering this area
- WWM would need to review and accept parking lot plans to confirm adequate service and inspection access.

**WATER DEPARTMENT** – Water has no concerns with this vacation

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Lumen, Avista, Comcast, and the City of Spokane shall be retained to protect existing and future utilities. No structures will be allowed in the easement area. Subject to approval by the City Engineer, items that may be allowed in the easement area include sidewalk, driveways, HMA pavement, fences, and other similar improvements. If any of the allowed improvements are constructed, and any of the above-mentioned utility purveyors need to demo and/or excavate to add, maintain, repair, or replace existing facilities, the affected utility purveyor will only be responsible to restore the affected improvements to a condition acceptable to the easement holders. The easement area must be available to easement holders 24/7.

2. An additional 14' of easement, south of the alley, must be provided and recorded to facilitate operation, maintenance, repair, and replacement of the existing sewer main by the City Wastewater Management Division.

- a. No structures will be allowed in the easement area. Subject to approval by the City Engineer, items that may be allowed in the easement area include sidewalk, driveways, HMA pavement, fences, and other similar improvements. If any of the allowed improvements are constructed and the City Wastewater Management Department needs to demo and/or excavate to add, maintain, repair, or replace the existing sewer, they will only be responsible to backfill to subgrade. The owner(s) will be responsible to restore the affected improvements to a condition acceptable to the Wastewater Management Department.

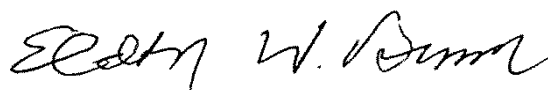
- b. The easement area must be available to the City Wastewater Management Department 24/7.

3. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and must either be completed or bonded for prior to the final reading of the vacation.

This closure work must include the removal of the curb returns on either side and full height curb and sidewalk must be placed across the entrance to the right of way. If access is desired, a driveway approach must be installed at the entrance.

4. All stormwater must be handled onsite.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$29,600.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.


Eldon Brown, P.E.  
Principal Engineer – Developer Services



# Vacation Map



**Right-of-way Description:**  
The alley between Maxwell Avenue  
and Sinto Avenue, From Elm St. to Oak  
St. EXCEPT the west 50 feet.

**Legend**  
 Proposed Vacation

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/24/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

ELDON BROWN 6305

**Requisition #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 - RESOLUTION TO SET HEARING FOR VACATING A PORTION OF THE

**Agenda Wording**

Vacating a portion of the alley between Maxwell and Sinto, from Elm to Oak

**Summary (Background)**

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and Franchised private utility companies. Responses are favorable provided that the appropriate easements are reserved.



**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>			
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		ebrown@spokanecity.org	
mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
edjohnson@spokanecity.org		akiehn@spokanecity.org	
erivera@spokanecity.org			

## RESOLUTION 2025-0056

WHEREAS, on February 5, 2025, the Spokane City Council received a petition for the vacation of the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 22, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

City Clerk

Approved as to form:


---

Assistant City Attorney

# Vacation Map



**Right-of-way Description:**  
The alley between Maxwell Avenue  
and Sinto Avenue, From Elm St. to Oak  
St. EXCEPT the west 50 feet.

**Legend**  
 Proposed Vacation

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/9/2025

**Clerk's File #**

ORD C36727

**Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

MATT BOSTON 625-6585

**Requisition #****Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0410 - SBO - HR RANGE CHANGE - REPROGRAPHICS TECHNICIAN

**Agenda Wording**

Special Budget Ordinance for a one-off range change adjustment that has been approved by the union.

**Summary (Background)**

The City's Administration has requested an adjustment to one specific classification. The individual job classification effected by the request is listed below. Upon approval, this range change will be put into effect in the HRM system and incumbents' pay will be adjusted.

**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?**

Ensure compensation equity

**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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 1,100 - \$1,600; depending on longevity step of incumbent.	
Current Year Cost		\$ 550-\$800; depending on longevity step of incumbent	
Subsequent Year(s) Cost		\$ N/A	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			



## Council Briefing Paper

### Urban Experience Committee

<b>Committee Date</b>	07/14/2025																					
<b>Submitting Department</b>	Finance Division																					
<b>Contact Name</b>	Matt Boston, Chief Financial Officer																					
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a>																					
<b>Council Sponsor(s)</b>	CM Bingle																					
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5min																					
<b>Agenda Item Name</b>	Special Budget Ordinance – HR Range Change – Reprographics Technician																					
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda																					
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	<div style="border: 1px solid black; padding: 5px;"> <p>The City's Administration has requested the below adjustment. The individual job classification effected by the request is listed below. Upon approval, this range change will be put into effect in the HRM system and incumbents' pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Union</th><th>SPN/ Job Code</th><th>Title</th><th>From Grade</th><th>To Grade</th><th>Former Range</th><th>New Range</th></tr> </thead> <tbody> <tr> <td colspan="7"><b>Union Request</b></td></tr> <tr> <td>Local 270</td><td>084</td><td>Reprographics Technician</td><td>A05-26</td><td>A05-27</td><td>\$45,622.80-\$71,326.08</td><td>\$46,729.44-\$72,954.72</td></tr> </tbody> </table> </div>	Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range	<b>Union Request</b>							Local 270	084	Reprographics Technician	A05-26	A05-27	\$45,622.80-\$71,326.08	\$46,729.44-\$72,954.72
Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range																
<b>Union Request</b>																						
Local 270	084	Reprographics Technician	A05-26	A05-27	\$45,622.80-\$71,326.08	\$46,729.44-\$72,954.72																
<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: \$1,100 - \$1,600; depending on longevity step of incumbent. Current year cost: \$550-\$800; depending on longevity step of incumbent. Subsequent year(s) cost: N/A  <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? N/A  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts:																						
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>What are the net impacts this adjustment will have on the specifically affected line items? No budget change will be made, but personnel expenses will change in the effected Funds.</li> <li>What operational changes will occur because of this adjustment? No operational changes.</li> </ul>																						

- What are the potential risks or consequences of not approving the budget adjustment?  
If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- 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?  
Ensures compensation equity.

**What current racial and other inequities might this special budget ordinance address?**

Ensure compensation equity



ORDINANCE NO C36727

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST A PAY RANGE REQUESTED BY THE ASSOCIATED UNION, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Reprographics Fund listed below, 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 Council of Spokane does ordain:

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

- 1) Change the grade and associated pay range for the Reprographics Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	084	Reprographics Technician	A05-26	A05-27	\$45,623-\$71,326	\$46,729-\$72,955

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 adjust a pay range requested by the associated union, 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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



## **Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 07/14/2025

**Committee Agenda type:** Information Only

**Date Rec'd**

7/9/2025

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:**

**Submitting Dept**

PLANNING & ECONOMIC

**Contact Name/Phone**

TIM X6893

**Contact E-Mail**

TTHOMPSON@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?**

**Agenda Item Name**

0750 - DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION PROJECT

### **Agenda Wording**

A briefing on the upcoming procurement process for a consultant-led effort to assess, analyze, and comprehensively update Title 17 of the Spokane Municipal Code, focused on zoning, land use, and development review regulations.

### **Summary (Background)**

This agenda item provides an informational update on the City's plan to initiate a consultant-led modernization of Title 17 of the Spokane Municipal Code. The project will focus on removing outdated, inconsistent, or overly complex code provisions; streamlining development review; and aligning the code with adopted plans and state legislation. Staff are currently preparing procurement materials, and a future contract and potential SBO will be brought to Council for formal action.

**What impacts would the proposal have on historically excluded communities?**

The update aims to simplify and clarify zoning and development codes, helping reduce regulatory barriers that may disproportionately affect historically excluded communities and small-scale developers.

**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 consultant scope will include equity-informed analysis using available demographic, housing, and permitting data.

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

Effectiveness will be evaluated through implementation metrics such as permitting activity, housing production, and user experience post-code adoption.

**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 code modernization effort supports the Comprehensive Plan, Housing Action Plan, and the City's Housing Emergency Declaration by promoting regulatory clarity, streamlining permitting, and enabling infill housing. It aligns with sustainability goals and Council resolutions by encouraging efficient growth and equitable housing access.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		NO	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
The total cost will be determined through the procurement process and negotiated with the selected firm based on project scope and timeline. Once the procurement process is complete, a contract and possible SBO will be submitted for Council consideration.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
One-time costs that cover a defined project scope and timeline.			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>			
<b><u>For the Mayor</u></b>			
<b><u>Distribution List</u></b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		tthompson@spokanecity.org	
amcdaniel@spokanecity.org		tpalmquist@spokanecity.org	
amccall@spokanecity.org		eking@spokanecity.org	



The background image is a high-angle, wide shot of a city. In the foreground, a large, multi-arched stone bridge spans a river. The river has some rapids or a small dam structure in the middle. On the left bank, there are some industrial or utility structures. The city is built on a hillside, with various buildings of different styles, including some older brick buildings and more modern structures. In the background, there are more hills and a clear sky. The text 'Development Code Assessment and Modernization' is overlaid in the center in a large, white, sans-serif font. A thin white horizontal line is positioned below the text.

# Development Code Assessment and Modernization

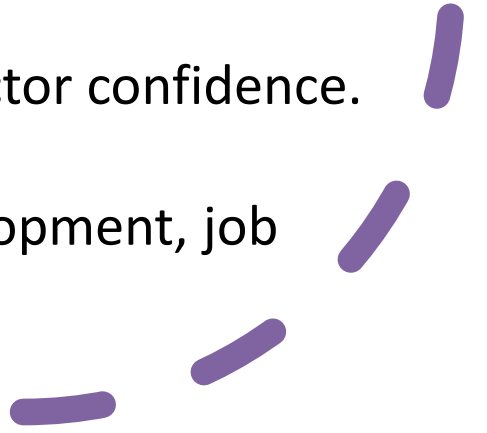
---



# Background

- ❖ Spokane's development code has evolved incrementally and is now fragmented and inconsistent.
- ❖ Modernization is needed to support:
  - The 2026 Comprehensive Plan update
  - State mandates, including HB 1337
  - Regional planning initiatives
- ❖ The City's Comprehensive Plan, housing strategies, climate action goals, and economic development objectives call for a more integrated and responsive code structure.

# Why a Clear, Concise, and Intuitive Development Code Matters

- **Reduces uncertainty**  
Helps all users understand what's allowed, minimizing risk.
  - **Streamlines permitting**  
Faster and more predictable processes save time and resources.
  - **Lowers development costs**  
Simplified requirements reduce delays and associated expenses.
  - **Supports informed decisions**  
Developers, businesses, and homeowners can plan with confidence.
  - **Encourages investment**  
Predictable regulations foster private sector confidence.
  - **Promotes economic development**  
Clear standards support economic development, job growth, and business activity.
- 



# Primary Objectives

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## **Modernize City's Development Regulations**

Conduct a review of existing land use and development regulations in the Spokane Municipal Code (SMC) to identify outdated provisions, legal deficiencies, inconsistencies, and gaps relative to state law and adopted plans.

---

## **Remove Barriers to Development**

Identify real and perceived barriers to development including but not limited to housing production, infill development, and adaptive reuse.

---

## **Improve Clarity and Usability**

Develop a clear, user-friendly, enforceable unified development code and GIS-based zoning map that support Comprehensive Plan goals related to housing, equity, sustainability, economic vitality, and community character.

---

## **Streamline Permitting and Service Delivery**

Propose strategies to simplify and expedite development review and permitting processes while ensuring predictable outcomes and consistent application.

---

## **Engage Stakeholders and the Public**

Facilitate inclusive engagement with staff, elected officials, stakeholders, and the public to build shared understanding and ownership of the code modernization process and its outcomes.

---

## **Support Implementation and Ongoing Improvement**

Provide tools, training, visual aids, and documentation to support implementation, improve transparency, and ensure long-term adaptability through integration with planning, permitting, and technology systems.

NO. 25 - 0166

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF CONSIDERING THE  
SPOKANE COUNTY STEERING COMMITTEE  
OF ELECTED OFFICIALS (SCEO)  
RECOMMENDATION AMENDING THE SCEO  
INTERLOCAL AGREEMENT TO INCLUDE  
TRIBAL PARTICIPATION

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, hereinafter referred to as the "Board," has the care of county property and the management of county funds and business; and

**WHEREAS**, pursuant to the provisions of Chapter 36.70.040 RCW, the Board has created a Planning Department, hereinafter referred to as the "Department," and a Planning Commission, hereinafter referred to as the "Commission" (Resolution No. 76-698 as amended by Resolution 23-0057); and

**WHEREAS**, pursuant to RCW 36.70A.210, the Steering Committee of Elected Officials ("Steering Committee") was established by interlocal agreement (Resolution 1994-1686, and as amended thereafter from time to time) to assist in the development of the Countywide Planning Policies and perform other duties, including but not limited to providing recommendations to the Board of County Commissioners on the same; and

**WHEREAS**, the amended SCEO interlocal agreement will replace the GMA Joint Planning Interlocal Agreement, as amended on November 19, 2008 and October 9, 2003, and originally adopted August 24, 1995 by Resolution 94-1686.

**WHEREAS**, pursuant to the provisions of RCW Section 36.70A.210, the legislative authority of a county that plans under the Growth Management Act (GMA) shall adopt a Countywide planning policy or policies in cooperation with the Cities and Tribes located in whole or in part within the County; and

**WHEREAS**, pursuant to the provisions of RCW Section 36.70A.210, counties are required to invite tribes to participate in developing countywide planning policies. Counties must develop policies for the protection of tribal cultural resources in collaboration with Tribes if they choose to participate; and

**WHEREAS**, pursuant to Substitute House Bill 1717 (2021-2022), and as codified in RCW 36.0A.130, local jurisdictions are required to work with federally recognized Indian tribes who choose to participate in the county or regional planning process, and by which federally recognized Indian tribes whose reservation or ceded lands lie within the county shall be invited to participate in and cooperate with the adoption process for proposed amendments to the Countywide Planning Policies; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the SCEO established a subcommittee consisting of technical staff from the various jurisdictions tasked with providing a recommendation to the SCEO on a proposed amendment to the existing interlocal agreement that fulfills the requirements of RCW 36.0A.130; and

**WHEREAS**, the Steering Committee Interlocal Agreement Subcommittee and Steering Committee held a total of six workshops on the subject of Amending the Steering Committee Interlocal Agreement, which took place on January 24<sup>th</sup>, 2024, May 15<sup>th</sup>, 2024, July 9<sup>th</sup>, 2024, August 20<sup>th</sup>, 2024, September 10<sup>th</sup>, 2024, and September 25<sup>th</sup> 2024; and

**WHEREAS**, pursuant to Chapter 36.70A RCW a notice of public hearing for the SCEO November 13<sup>th</sup>, 2024, hearing was issued on October 29<sup>th</sup>, 2024 (**Attachment A**); and

**WHEREAS**, the Steering Committee held a public hearing on the proposed amendment to the Steering Committee Interlocal Agreement on November 13<sup>th</sup>, 2024; and

**WHEREAS**, at the November 13<sup>th</sup>, 2024, SCEO hearing, the Steering Committee deliberated and unanimously recommended approval of the proposed amendment to the SCEO Interlocal Agreement included as (**Attachment B**); and

**WHEREAS**, the Board of County Commissioners received the SCEO recommendation on March 25<sup>th</sup>, 2025, and set April 1<sup>st</sup>, 2025, to consider the same; and

**WHEREAS**, at the April 1<sup>st</sup>, 2025, open public meeting the Board considered the recommendation of the SCEO, and the Department filed and voted on whether to adopt the same.

**NOW THEREFORE BE IT RESOLVED**, the Board hereby adopts the recommendation of the Steering Committee of Elected Officials amending the SCEO Interlocal Agreement to include representation by the Spokane Tribe of Indians, and the Kalispel Tribe of Indians.

CITY OF SPOKANE

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

Dated: \_\_\_\_\_

Attest:

Approved as to form:

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

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

PASSED AND ADOPTED this 1<sup>st</sup> day of April 2025.

ATTEST



Shelly Thompson OBO  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney  
Mary L. Kuney, Chair

Josh Kerns  
Josh Kerns, Vice-Chair

**ABSENT**

Al French  
Al French, Commissioner

Amber Waldref  
Amber Waldref, Commissioner

Chris Jordan  
Chris Jordan, Commissioner

**SPOKANE COUNTY STEERING COMMITTEE OF ELECTED OFFICIALS**

1026 W Broadway • Spokane WA 99260-0170 • 509.477.1500 • bphelp@spokanecounty.org

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March 11, 2025

Mary Kuney, Chair  
Spokane County Board of County Commissioners  
1026 W. Broadway Ave.  
Spokane, WA 99260

RE: Steering Committee of Elected Officials Recommendation in the matter of amending the SCEO Interlocal Agreement to include representation of the Spokane Tribe of Indians, and the Kalispel Tribe of Indians.

Chair Kuney and Commissioners,

As required by the Spokane County Interlocal Agreement titled Growth Management Act (GMA Joint Planning) Section 3D, I am forwarding the recommendation of the Steering Committee of Elected Officials (SCEO) regarding the proposed amendments to the SCEO interlocal agreement to include Tribal representation in the SCEO between Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, Spokane Valley, Spokane, Waverly, the Spokane Tribe of Indians, the Kalispel Tribe of Indians, and Spokane County.

The SCEO held a public hearing on the proposed interlocal agreement on November 13, 2024, and provided opportunity for comment from the Planning Technical Advisory Tribal Interlocal Agreement Subcommittee, Tribal staff representatives and the public.

After deliberation, the Steering Committee unanimously recommended approval of the proposed interlocal agreement and thereto Countywide Planning Policies between the Cities, the Spokane Tribe of Indians, the Kalispel Tribe of Indians, and Spokane County.

Sincerely,



Al French  
Spokane County Commissioner  
Chair, Spokane County Steering Committee of Elected Officials

---

**NOTICE OF PUBLIC HEARING  
BEFORE THE SPOKANE COUNTY GROWTH MANAGEMENT  
STEERING COMMITTEE OF ELECTED OFFICIALS (SCEO)**

**NOTICE IS HEREBY GIVEN** by the Spokane County Growth Management Steering Committee of Elected Officials pursuant to Chapter 36.70A RCW, a public meeting will be held on Wednesday, November 13, 2024, **via Zoom** and will begin at 9:00 A.M.

**PUBLIC HEARING ITEM: Proposed Amendments to the Interlocal Agreement regarding Tribal Membership and Voting Structure**

The Spokane County Steering Committee of Elected Officials will conduct a public hearing on a proposed amendment to the Interlocal Agreement creating the Steering Committee's membership and voting structure, which would add a voting member from each of the Spokane Tribe of Indians and the Kalispell Tribe of Indians.

The draft documents can be found on the Spokane County Building and Planning webpage at [https://www.spokanecounty.org/3473/Steering-Committee\\_News](https://www.spokanecounty.org/3473/Steering-Committee_News)

**PUBLIC HEARING ITEM: Proposed Amendment to the Countywide Planning Policies for Housing**

The Spokane County Steering Committee of Elected Officials will conduct a public hearing on a proposed amendment to the Countywide Planning Policies regarding planning for housing and affordability based on recent legislation and Commerce guidance.

The draft documents can be found on the Spokane County Building and Planning webpage at <https://www.spokanecounty.org/5381/2026-Comprehensive-Plan-Update>

**WORKSHOP: Countywide Planning Policies for Climate & Resiliency**

The Spokane County Steering Committee of Elected Officials will conduct a workshop to discuss an amendment to the Countywide Planning Policies to address planning for climate and resiliency.

The draft documents can be found on the Spokane County Building and Planning webpage at <https://www.spokanecounty.org/5381/2026-Comprehensive-Plan-Update>

**Meeting Details:**

The meeting will be conducted remotely, utilizing web and telephone conference tools. To access the public hearing remotely, please input the link below into your web browser:

**Webinar Link:**

<https://us06web.zoom.us/j/87000057408?pwd=a5xoTalfXDAleM1l22Eg7kFedBUASZ.1>

Telephone: 1-253-215-8782

Meeting ID: 842 5134 6645 | Pass Code: 371799

Questions or assistance with remote connection or telephone conference prior to the hearing should be forwarded to [PlanningHelp@spokanecounty.org](mailto:PlanningHelp@spokanecounty.org). Individuals planning to attend the

meeting in person who require special assistance to accommodate physical, hearing, or other impairments, please contact the Planning Commission Clerk as soon as possible so that arrangements can be made.

Information is available at the Spokane County Department of Building and Planning website at <https://www.spokanecounty.org/3473/Steering-Committee-News>. Requests for information should be directed to Scott Chesney, Planning Director, Spokane County Department of Building and Planning, 1026 West Broadway Ave., 1<sup>st</sup> Floor., Spokane, WA. 99260, Phone: 509-477-1500.

To ensure everyone attending has an opportunity to speak, testimony may be limited to three (3) minutes per speaker. Virtual chat is not supported. The Steering Committee reserves the right to adjust the time frame allotted to speakers during the public hearing.

DATED THIS 29<sup>th</sup> DAY OF OCTOBER 2024  
SPOKANE COUNTY DEPARTMENT OF BUILDING AND PLANNING



**THIS INTERLOCAL AGREEMENT**, is entered into by and among the cities of Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, Spokane Valley, Spokane, and Waverly, hereinafter sometimes jointly referred to as "Cities," the Spokane Tribe of Indians, the Kalispel Tribe of Indians, and Spokane County, sometimes hereinafter referred to as the "County," jointly, hereinafter referred to along with the Cities and Tribes as the "Parties," or "Jurisdictions."

**FURTHERMORE, THIS INTERLOCAL AGREEMENT**, having been finalized at the November 13, 2024 Steering Committee meeting, will replace the GMA Joint Planning Interlocal Agreement, as amended on November 19, 2008 and October 9, 2003, and originally adopted August 24, 1995 by Resolution 94-1686.

**WHEREAS**, pursuant to the provisions of RCW Section 36.70A.210, the legislative authority of a county that plans under the Growth Management Act (GMA) shall adopt a Countywide planning policy or policies in cooperation with the Cities and Tribes located in whole or in part within the County; and

**WHEREAS**, pursuant to the provisions of RCW Section 36.70A.210, counties are required to invite tribes to participate in developing countywide planning policies. Counties must develop policies for the protection of tribal cultural resources in collaboration with Tribes if they choose to participate; and

**WHEREAS**, the Parties realize the Countywide Planning Policies call for the continued collaboration and cooperation among the parties in their respective obligations under the Growth Management Act (GMA) to adopt comprehensive plans and development regulations implementing such plans; and

**WHEREAS**, pursuant to the provisions of RCW Section 36.70A.110, each county that is required or chooses to plan under the Growth Management Act (GMA) shall designate an urban growth area or areas in consultation/agreement with cities within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature; and

**WHEREAS**, pursuant to Substitute House Bill 1717 (2021-2022), and as codified in RCW 36.0A.130, local jurisdictions are required to work with federally recognized Indian tribes who choose to participate in the county or regional planning process, and by which federally recognized Indian tribes whose reservation or ceded lands lie within the county shall be invited to participate in and cooperate with the adoption process for proposed amendments to the Countywide Planning Policies; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the above-cited statutory provisions, the parties hereto desire to enter into an interlocal cooperation agreement pursuant to which the parties will (1) establish a Steering Committee of elected officials and other committees to perform certain duties and

provide recommendations to the Parties in conjunction with their respective obligations under the Growth Management Act (GMA); (2) establish the responsibilities of the Steering Committee of elected officials and other committees; (3) establish a process to amend the adopted Countywide Planning Policies; (4) establish a distribution formula for grant funds received from Washington State Department of Commerce, Trade and Economic Development or its successor for growth management; and (5) provide for other matters related to the preceding items.

**NOW, THEREFORE,** for and in consideration of the mutual obligations hereinafter set forth, and as authorized by chapter 39.34 RCW, RCW Section 36.70A.210 and RCW Section 36.70A.110, the parties hereto do mutually agree as follows:

#### **Section 1: PURPOSE**

The parties hereto recognize that it is in the public's interest that local governments cooperate with each other and coordinate their respective obligations for planning under the Growth Management Act (GMA). The Growth Management Act (GMA) mandates that the County adopt Countywide Planning Policies in cooperation with Cities and Tribes located in whole or in part within the county.

Additionally, the Growth Management Act (GMA) mandates that the County designate urban growth areas in cooperation and consultation with Cities within the County.

The parties have entered into prior interlocal cooperation agreement(s) establishing a collaborative process for the adoption of Countywide Planning Policies and related matters. These interlocal agreement(s) terminate upon the County's adoption of Countywide Planning Policies. The parties now desire to enter into another interlocal agreement which will continue the cooperative and collaborative process in conjunction with their respective obligations under the Growth Management Act (GMA). The purpose of this interlocal agreement is to

- (1) establish a steering committee of elected officials and other committees to perform certain duties and provide recommendations to the parties in conjunction with their respective obligations under the Growth Management Act (GMA);
- (2) establish the responsibilities of the steering committee of elected officials and other committees;
- (3) establish a process to amend the adopted Countywide Planning Policies;
- (4) establish a distribution formula for grant funds received from the Washington State Department of Commerce, Trade and Economic Development or its successor for growth management; and
- (5) provide for other matters related to the preceding items.

#### **Section 2: ESTABLISHMENT OF STEERING COMMITTEE OF**

## **ELECTED OFFICIALS, EX-OFFICIO MEMBERS THEREOF, AND A TECHNICAL SUPPORT COMMITTEE**

There is hereby established a steering committee of elected officials, hereinafter referred to as the Steering Committee, having those responsibilities set forth in Section 3 hereof. The Steering Committee shall consist of three (3) County Commissioners from the Spokane County Board of Commissioners, three (3) elected officials from the City of Spokane, two (2) elected officials from the City of Spokane Valley, one (1) elected official each from Liberty Lake, Airway Heights, Cheney, Deer Park, Medical Lake and Millwood; one (1) elected official to represent the five towns of Fairfield, Latah, Rockford, Spangle and Waverly, one (1) elected official from the Spokane Tribe of Indians, and one (1) elected official from the Kalispel Tribe of Indians..

The legislative bodies of each jurisdiction will select representatives in any manner they choose. Jurisdictions and Tribes may also appoint alternates, who must be an elected official. Alternates may vote during the absence of the regular representative.

The Steering Committee will strive for consensus on all matters; however, when a vote is required, each member shall have one vote and a majority of the voting members in attendance is required for a motion to succeed, unless otherwise specified within this interlocal agreement. In order to conduct business, a quorum must be present; a quorum will consist of a simple majority of the total Steering Committee voting membership.

The Steering Committee shall at the end of its regular meeting in June of each year, elect from among its voting members a Chair and Vice Chair, each of whom shall serve for a period of one year and thereafter until their respective successors have been elected. The Chair and Vice Chair may be removed at any time by a vote of 2/3 of the total voting membership. The Chair and Vice Chair shall be elected on a rotational basis in the following order: Spokane County, City of Spokane, City of Spokane Valley, Small Cities (under 15,000 population). The Vice Chair is intended to serve as Chair the following year. In the event of a vacancy of the Chair or Vice Chair, another Chair or Vice Chair shall be elected from that same category. In the absence of both the Chair and Vice Chair at a meeting, a Chair Pro Tern shall be selected by a majority of those members present to serve as Chair.

Subcommittees of the Steering Committee will be appointed by the Chair as needed on an ad hoc basis. Ad hoc committees are intended to serve a specific purpose for a limited amount of time.

In addition to the voting members of the Steering Committee, the Steering Committee shall also include three (3) officials as nonvoting members representing the school districts, water districts, and fire protection districts, and one (1) citizen-at-large member representing the urban growth areas of Spokane County. Nonvoting members are nominated by consensus among their peers and are then appointed by the Steering Committee. The citizen-at-large member shall be nominated by the Board of County Commissioners and appointed by the Steering Committee at the applicable June meeting for a four-year term.

A Planning Technical Advisory Committee (PTAC) is hereby established to advise and provide

support to the Steering Committee. The PTAC shall consist of the staff personnel of the Parties plus the Spokane Regional Transportation Council. A Chair for the PTAC will be selected by the PTAC on an annual basis to chair the PTAC meetings and serve as liaison to the Steering Committee. It is the intention to rotate the chair of the PTAC among jurisdictions and to share responsibilities for specific tasks among the PTAC members.

Spokane County Building and Planning Department will serve as the repository for all records of the Steering Committee and will provide administrative staff to work in conjunction with the Chair to arrange meetings, prepare agendas and minutes, advertise public hearings, and provide notice and necessary documents to the Steering Committee.

In the event that additional general purpose governmental entities are created through incorporation, they shall become represented in such number(s) as may be hereafter agreed to by the Steering Committee on the effective date of their incorporation, and their adoption of this document. In all subsequent decisions, the number of the Steering Committee members needed to reach a decision will be adjusted to account for the new member(s). However, prior decisions will not be reconsidered and re-voted. Such entities shall be entitled to a non-voting seat until the official date of incorporation. The Representatives will be selected by the legislative body in any manner it chooses.

### **Section 3: RESPONSIBILITIES OF STEERING COMMITTEE**

The Steering Committee, as established under Section 2, will have those responsibilities as set forth in the Countywide Planning Policies adopted under RCW Section 36.70A.210. Rather than repeat those responsibilities verbatim within this section, the parties agreed to generally outline those responsibilities referencing the exact policy. It is expected that the parties, when necessary, will look to the exact language when further explanation is necessary of any responsibility set forth hereinafter. The parties further recognize that from time to time the Countywide Planning Policies may be amended as provided for in section 4 hereinafter. In instances where such amendments occur, the parties agree that the responsibilities set forth within this section shall automatically be amended, when applicable, to include such changes without the necessity of formal amendment of the agreement.

The general outline of Steering Committee responsibilities are as follows:

#### **A. Recommendations to the Board of County Commissioners (BOCC) of Spokane County**

The Steering Committee will:

1. analyze each jurisdiction's UGA amendment proposals and population allocations for recommendation to the Spokane County Board of County Commissioners.
2. oversee development of a carrying capacity study for regional capital facilities (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #8*).

3. recommend allocation of population growth to jurisdictions (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #9*).
4. review amendment proposals to the Countywide Planning Policies and/or UGAs (*interlocal agreement*).

**B. Recommendations to all the jurisdictions**

The Steering Committee will:

1. establish employment projections in cooperation with the Spokane area business community (*Urban Growth Areas #9*).
2. develop regionally consistent programs to protect natural resource lands, critical areas, and open space (*Urban Growth Areas #15*).
3. oversee the preparation of a regional utility corridor plan (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #11*).
4. identify or establish siting and service delivery criteria to locate essential public facilities (*Siting of Capital Facilities of a Countywide or Statewide Nature #2*).
5. establish a process for distributing essential public facilities among jurisdictions (*Siting of Capital Facilities of a Countywide or State-wide Nature #3*).

**C. Miscellaneous responsibilities**

The Steering Committee will:

1. prepare a regional formula to designate and acquire public access to open space corridors (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #4*).
2. pursue strategies for regional water resource management (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #14*).
3. promote a proactive planning approach between Washington and Idaho to establish uniform environmental protection measures (*Economic Development #6*).

**D. Official Actions**

All official actions of the Steering Committee shall be reduced to writing and incorporated in the official minutes and signed by the Chair. Recommendations from the Steering Committee shall be transmitted to the Board of County Commissioners by a letter from the Chair of the Steering Committee and shall include the motion and vote of the Committee including an indication of which members supported and which did not support the motion.

**E. Public Participation Guidelines**

The Steering Committee will use the Public Participation Program Guidelines adopted by the Board of County Commissioners on February 24, 1998, and as amended on September 29, 1998, and July 19, 2022.

**F. Regular Meeting**

The Steering Committee will set a regular meeting time, date, and place on or before its July meeting of each year.

**Section 4: AMENDMENTS TO THE COUNTYWIDE PLANNING POLICIES**

Upon initial adoption of Countywide Planning Policies by the Board of County Commissioners of Spokane County pursuant to the provisions of RCW Section 36.70A.210, the Parties agree that such adopted Countywide Planning Policies may be amended only through the following procedures:

1. The Countywide Planning Policies may be reviewed and amendments considered, as appropriate, once every five years following the initial adoption date of the Countywide Planning Policies and each successive five-year period thereafter. Amendment proposals must be submitted for Steering Committee consideration by a voting member of the Steering Committee. Members of the general public must submit amendment proposals through a voting member of the Steering Committee. All such amendments shall be considered concurrently so the cumulative effect of each individual proposal can be ascertained.
2. The Countywide Planning Policies may be reviewed and amended more frequently than prescribed in paragraph #1 above. Such amendment proposals must be submitted for Steering Committee consideration by a voting member of the Steering Committee. Members of the general public must submit amendment proposals through a voting member of the Steering Committee. The Steering Committee must pass a motion by an affirmative vote of 2/3 of the total voting membership in order to place such an amendment proposal before the Steering Committee for review and recommendation. The Steering Committee may establish criteria to help assess the need for processing such amendments.
3. The process of amending the Countywide Planning Policies shall be consistent with the Growth Management Act (GMA) provisions for original adoption of the Countywide Planning Policies. The Steering Committee in reviewing and making recommendations on proposed amendments to the Countywide Planning Policies shall take into consideration the intent that Countywide Planning Policies are a written policy statement or statements used solely for establishing a Countywide framework from which county and city comprehensive plans are developed, amended, and adopted. As such, each jurisdiction's comprehensive plan relies upon the long term goal or vision statement of each policy. There is an expectation of policy stability which must be weighed, along with the impact to each jurisdiction's comprehensive plan, when considering an amendment to the Countywide Planning Policies.
4. The Steering Committee shall establish procedures for processing, reviewing, and

recommending amendments to the Countywide Planning Policies.

5. The Steering Committee's recommendation or action on each and every amendment proposal shall be forwarded, together with all amendment proposals to the Board of County Commissioners in order for the Board to have the benefit of considering the amendment proposal(s) concurrently so the cumulative effect of each individual proposal can be ascertained.

#### **Section 5: TERM, AMENDMENT, OR TERMINATION OF AGREEMENT**

The term of this interlocal agreement shall commence upon the County's adoption of the Countywide Planning Policies as provided for in RCW Section 36.70A.210.

This interlocal agreement may be amended or terminated by an affirmative vote of 2/3 of the total voting membership of the Steering Committee and ratified by each jurisdiction.

#### **Section 6: FUNDING**

Grant funds received from the Washington State Department of Commerce, Trade and Economic Development or its successor for Growth Management Act (GMA) responsibilities shall be distributed to the Parties pursuant to a distribution formula mutually agreed upon. Prior to the end of each fiscal year, the distribution formula will be re-evaluated. Factors included in such re-evaluation will include per capita allocation based on the annual Office of Financial Management estimate of population and the projected need for multi-jurisdictional programs requiring special skills consultants.

#### **Section 7: GENERAL PROVISIONS**

1. Upon termination of this interlocal agreement, all real or personal property acquired by any of the Parties hereto with monies which they have respectively received under Section 6 herein above, shall remain the sole property of such Parties.

2. The Clerk of the Board of County Commissioners of Spokane County, shall, as provided for in RCW Section 39.34.040, file an executed copy of this interlocal agreement with the Secretary of State and Spokane County Auditor.

3. The section headings in this interlocal agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

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

5. Should (1) any section or portion thereof of this interlocal agreement be held unlawful and unenforceable by any court of competent jurisdiction, and/or (2) should the Washington State Legislature adopt any legislation which is subsequently signed by the Governor affecting any sections or portions thereof within this interlocal agreement, and/or (3) should the qualified

electorate voters approve a combined City-County form of government as provided for in Amendment 58 of the Washington State Constitution, the Parties agree to immediately meet and amend this interlocal agreement as may be deemed necessary.

6. Nothing in this interlocal agreement shall affect, alter, or limit in any way a tribe's authority, jurisdiction, or any treaty or other rights it may have by virtue of its status as a sovereign Indian tribe. This interlocal agreement does not preclude any of the Parties from entering into individual Memorandums of Agreement for coordinated comprehensive planning between a jurisdiction and the Spokane Tribe of Indians or the Kalispel Tribe of Indians.



3a

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** *Building & Planning*

**CONTACT PERSON:**

25 - 0166

**PHONE NUMBER:**

**CHECK TYPE OF MEETING BELOW: BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

**AGENDA TITLE** *(please provide a reasonably descriptive agenda title for this item:* Proposed amendment to the Steering Committee of Elected Officials Interlocal Agreement creating the SCEO membership and voting structure

**DESCRIPTIVE SUMMARY** *(please provide anticipated fiscal and budgetary information & reason for request):*  
Proposed amendment to the Steering Committee of Elected Officials Interlocal Agreement creating the SCEO membership and voting structure to include a tribal membership and voting structure, adding a member from each of the Spokane and Kalispell Tribe of Indians.

**FISCAL IMPACT** *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* None

**REQUESTED BOARD ACTION** *(if any):* Consider and adopt Steering Committee of Elected Officials recommendation  
Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: Legal

This Item will need to be codified in the Spokane County Code: No



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 07/14/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

7/9/2025

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/18/2025

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Bid #**

**Contact Name/Phone**

HEATHER PAGE 509-625-6578

**Requisition #**

**Contact E-Mail**

HPAGE@SPOKANECITY.ORG

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** YES

**Public Works?** NO

**Agenda Item Name**

1680- 2025 AFFORDABLE HOUSING DEVELOPMENT & TENANT BASED RENTAL

### Agenda Wording

2025 Affordable Housing Development and Tenant Based Rental Assistance Funding Recommendations. CHHS seeks approval of the 2025 Affordable Housing Development and Tenant-Base Rental Assistance funding recommendations approved by the CHHS Board.

### Summary (Background)

On March 6, 2025, Community Housing and Human Services (CHHS), issued an Affordable Housing Development and Tenant-Based Rental Assistance Request for Proposals (RFP) for an estimated total of \$7,499,098 in funding through four funding sources. • \$5,000,000 1590 Affordable Housing Development Funds • \$1,000,000 1406 Affordable Housing Development Funds • \$999,098 HOME Affordable Housing Development Funds • \$500,000 HOME-ARP TBRA Funds The City of Spokane's priority goal for this Affordable Housing Development Request for Proposals (RFP) was to increase and preserve the affordable housing inventory and support affordable housing opportunities for extremely low and low-income households. Funding source specific requirements and priorities were clearly articulated in the RFP. Additionally, all applicants were required to leverage other funds to be eligible for consideration of City funds in this RFP. The RFP was publicly noticed in the Spokesman Review, the City's website, and through email distribution lists. Technical assistance was a requirement of the application process. CHHS staff offered both a public technical assistance workshop on March 19, 2025, and an additional seventeen (17) individual technical assistance meetings for maximum flexibility. In all, eighteen (18) organizations met with CHHS staff for technical assistance between March 19, 2025, and April 28, 2025. CHHS received eleven (11) applications in the 2025 funding round. Applications included requests for new construction, rehabilitation leading to new units, homeownership, and tenant-based rental assistance funding. All applications received were eligible for funding. The Affordable Housing Committee reviewed the eleven (11) applications and met on June 10, 2025, to discuss the applications and to recommend applications for funding. In addition to the scoring criteria of conceptual soundness, financial feasibility, organizational capacity and project readiness, the Affordable Housing Committee (AHC) also considered funding distribution across project types, funding restrictions of the

funding sources, the amount and source of leveraged funds, and the vulnerability of the population served by a project in recommending one project for funding over another project. After careful consideration, AHC recommended the two (2) highest scoring affordable housing development projects, the highest scoring TBRA project, and the only homeownership project for full funding. Partial funding was recommended for an additional four (4) affordable housing development projects, and the remaining TBRA project. Two (2) projects were not recommended for funding.

- Of the affordable housing development projects recommended for funding, four (4) projects are new construction projects. 95 new units of mixed income housing will be constructed, 63 of those new units will serve households earning 60% AMI or less.
- Two (2) of the affordable housing development projects recommended for funding are rehabilitation projects leading to new units. The two (2) rehabilitation projects will preserve 50 units of affordable housing for households earning 50% AMI or less and add an additional 49 units of affordable housing serving households earning 80% AMI or less.
- The homeownership project will lead to twelve (12) new single-family townhomes, six (6) of which will be sold to households earning 80% AMI or less.
- The recommended TBRA projects will serve vulnerable populations as described by HUD in CPD Notice 21-10. The total households served between the two (2) projects, adjusted for a partial award, is 86 eligible households served over the two-year contract term. A total of nine (9) applications of the eleven (11) applications submitted were partially or fully funded. These projects will increase and preserve the affordable rental housing inventory, expand affordable homeownership opportunities, and support vulnerable populations in locating and securing housing. In total, 206 housing units were either created or preserved.
- 95 new construction units created
- 50 units preserved through rehabilitation
- 49 new units created through rehabilitation
- 12 new townhomes for ownership

All 1406, 1590, and HOME funds available were recommended for allocation. HOME CHDO funds were not awarded in this round. No certified CHDO applied for funding. The CHHS Board reviewed AHC's recommendations and voted to approve the recommendations on July 2, 2025. The recommendations are as follows: HOME-ARP TBRA MiA - Mujeres in Action - Safe Harbor \$224,000 Family Promise of Spokane \$276,000 HOMEOWNERSHIP Ben Burr Townhomes \$1,000,000 NEW CONSTRUCTION Proclaim Liberty Bethany \$885,000 Volunteers of America Eastern Washington and Northern Idaho \$2,000,000 Proclaim Liberty Knox-Lumen mixed use Not Funded Threshold Project \$1,599,098 MiA - Mujeres in Action Affordable Housing Program \$222,494 Latinos En Spokane Not Funded REHABILITATION LEADING TO NEW UNITS The Collins Building \$892,506 Cornerstone Courtyard - 7 New Units \$400,000

**What impacts would the proposal have on historically excluded communities?**

HOME, 1406 and 1590 funds support households earning less than 60%AMI. HOME-ARP and 1590 projects must also serve households from special populations. supports households earning less than 80% AMI.

**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?**

HOME/HOME-ARP follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for HOME and HOME-ARP. 1406/1590 projects will report the same demographic data for household income as the HOME projects, and will report additional information regarding the special populations as defined in the RCW.

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

The performance of Affordable Housing projects is reported annually. Changes are made to projects to increase effectiveness during each contract term.

**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 Affordable Housing Development and TBRA funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

**Council Subcommittee Review**

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 7,499,098

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Funding includes: The City of Spokane's annual HOME formula grant allocation from HUD, dedicated TBRA funds from the 2021 HUD allocation of HOME-ARP funds, 1590 housing development funds, and 1406 housing development funds.

**Amount****Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Funding Source** One-Time

**Funding Source Type** Grant

**Is this funding source sustainable for future years, months, etc?**

**Expense Occurrence** One-Time

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

The HOME and HOME-ARP allocations are budget neutral as the expenses will be offset by the revenue from HUD reimbursements. 1406 and 1590 are tax revenue dollars. HOME: \$999,098 HOME-ARP: \$500,000 1590: \$5,000,000 1406: \$1,000,000

**Approvals****Additional Approvals**

**Dept Head**

**ACCOUNTING -**

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

**Distribution List**

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	hpage@spokanecity.org



## **Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 07/14/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

7/9/2025

**Clerk's File #**

OPR 2025-0532

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/18/2025

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Bid #**

**Contact Name/Phone**

HEATHER PAGE 509-625-6578

**Requisition #**

**Contact E-Mail**

HPAGE@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** YES

**Public Works?** NO

**Agenda Item Name**

1680- 2025 AFFORDABLE HOUSING DEVELOPMENT & TENANT BASED RENTAL

### **Agenda Wording**

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### **Summary (Background)**

On March 6, 2025, Community Housing and Human Services (CHHS), issued an Affordable Housing Development and Tenant-Based Rental Assistance Request for Proposals (RFP) for an estimated total of \$7,499,098 in funding through four funding sources. • \$5,000,000 1590 Affordable Housing Development Funds • \$1,000,000 1406 Affordable Housing Development Funds • \$999,098 HOME Affordable Housing Development Funds • \$500,000 HOME-ARP TBRA Funds The City of Spokane's priority goal for this Affordable Housing Development Request for Proposals (RFP) was to increase and preserve the affordable housing inventory and support affordable housing opportunities for extremely low and low-income households. Funding source specific requirements and priorities were clearly articulated in the RFP. Additionally, all applicants were required to leverage other funds to be eligible for consideration of City funds in this RFP. The RFP was publicly noticed in the Spokesman Review, the City's website, and through email distribution lists. Technical assistance was a requirement of the application process. CHHS staff offered both a public technical assistance workshop on March 19, 2025, and an additional seventeen (17) individual technical assistance meetings for maximum flexibility. In all, eighteen (18) organizations met with CHHS staff for technical assistance between March 19, 2025, and April 28, 2025. CHHS received eleven (11) applications in the 2025 funding round. Applications included requests for new construction, rehabilitation leading to new units, homeownership, and tenant-based rental assistance funding. All applications received were eligible for funding. The Affordable Housing Committee reviewed the eleven (11) applications and met on June 10, 2025, to discuss the applications and to recommend applications for funding. In addition to the scoring criteria of conceptual soundness, financial feasibility, organizational capacity and project readiness, the Affordable Housing Committee (AHC) also considered funding distribution across project types, funding restrictions of the

funding sources, the amount and source of leveraged funds, and the vulnerability of the population served by a project in recommending one project for funding over another project. After careful consideration, AHC recommended the two (2) highest scoring affordable housing development projects, the highest scoring TBRA project, and the only homeownership project for full funding. Partial funding was recommended for an additional four (4) affordable housing development projects, and the remaining TBRA project. Two (2) projects were not recommended for funding.

- Of the affordable housing development projects recommended for funding, four (4) projects are new construction projects. 95 new units of mixed income housing will be constructed, 63 of those new units will serve households earning 60% AMI or less.
- Two (2) of the affordable housing development projects recommended for funding are rehabilitation projects leading to new units. The two (2) rehabilitation projects will preserve 50 units of affordable housing for households earning 50% AMI or less and add an additional 49 units of affordable housing serving households earning 80% AMI or less.
- The homeownership project will lead to twelve (12) new single-family townhomes, six (6) of which will be sold to households earning 80% AMI or less.
- The recommended TBRA projects will serve vulnerable populations as described by HUD in CPD Notice 21-10. The total households served between the two (2) projects, adjusted for a partial award, is 86 eligible households served over the two-year contract term. A total of nine (9) applications of the eleven (11) applications submitted were partially or fully funded. These projects will increase and preserve the affordable rental housing inventory, expand affordable homeownership opportunities, and support vulnerable populations in locating and securing housing. In total, 206 housing units were either created or preserved.
- 95 new construction units created
- 50 units preserved through rehabilitation
- 49 new units created through rehabilitation
- 12 new townhomes for ownership

All 1406, 1590, and HOME funds available were recommended for allocation. HOME CHDO funds were not awarded in this round. No certified CHDO applied for funding. The CHHS Board reviewed AHC's recommendations and voted to approve the recommendations on July 2, 2025. The recommendations are as follows: HOME-ARP TBRA MiA - Mujeres in Action - Safe Harbor \$224,000 Family Promise of Spokane \$276,000 HOMEOWNERSHIP Ben Burr Townhomes \$1,000,000 NEW CONSTRUCTION Proclaim Liberty Bethany \$885,000 Volunteers of America Eastern Washington and Northern Idaho \$2,000,000 Proclaim Liberty Knox-Lumen mixed use Not Funded Threshold Project \$1,599,098 MiA - Mujeres in Action Affordable Housing Program \$222,494 Latinos En Spokane Not Funded REHABILITATION LEADING TO NEW UNITS The Collins Building \$892,506 Cornerstone Courtyard - 7 New Units \$400,000

**What impacts would the proposal have on historically excluded communities?**

HOME, 1406 and 1590 funds support households earning less than 60%AMI. HOME-ARP and 1590 projects must also serve households from special populations. supports households earning less than 80% AMI.

**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?**

HOME/HOME-ARP follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for HOME and HOME-ARP. 1406/1590 projects will report the same demographic data for household income as the HOME projects, and will report additional information regarding the special populations as defined in the RCW.

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

The performance of Affordable Housing projects is reported annually. Changes are made to projects to increase effectiveness during each contract term.

**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 Affordable Housing Development and TBRA funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

**Council Subcommittee Review**

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 7,499,098

Current Year Cost \$

Subsequent Year(s) Cost \$



**Narrative**

Funding includes: The City of Spokane's annual HOME formula grant allocation from HUD, dedicated TBRA funds from the 2021 HUD allocation of HOME-ARP funds, 1590 housing development funds, and 1406 housing development funds.

**Amount****Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Funding Source** One-Time**Funding Source Type** Grant**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** One-Time**Other budget impacts (revenue generating, match requirements, etc.)**

The HOME and HOME-ARP allocations are budget neutral as the expenses will be offset by the revenue from HUD reimbursements. 1406 and 1590 are tax revenue dollars. HOME: \$999,098 HOME-ARP: \$500,000 1590: \$5,000,000 1406: \$1,000,000

**Approvals****Additional Approvals**

<b><u>Dept Head</u></b>	KINDER, DAWN	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	KINDER, DAWN		
<b><u>Accounting Manager</u></b>	BROWN, SKYLER		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	hpage@spokanecity.org

## RESOLUTION 2025-

A resolution setting forth the City Council's approval and endorsement of funding for contracts for CHHS arising from the HOME Investment Partnership program allocation, the HOME-ARP Tenant Based Rental Assistance allocation, the 1590 Sales and Uses Tax Revenue allocation, and the 1406 Sales and Uses Tax Revenue allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, CHHS accepted applications for affordable housing funding through an open, competitive process March 6, 2025-May 5, 2025; and

WHEREAS, on June 10, 2025, the CHHS Affordable Housing Committee thoroughly reviewed the applications and recommended nine projects for funding.

These projects are:

1. MiA - Mujeres in Action - Safe Harbor	\$224,000
2. Family Promise of Spokane	\$276,000
3. Ben Burr Townhomes	\$1,000,000
4. Proclaim Liberty Bethany	\$885,000
5. Volunteers of America Eastern Washington and Northern Idaho	\$2,000,000
6. Threshold Project	\$1,599,098
7. MiA - Mujeres in Action Affordable Housing Program	\$222,494
8. The Collins Building	\$892,506
9. Cornerstone Courtyard - 7 New Units	\$400,000

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go forward to the Spokane City Council for consideration; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT IS FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Information Only**Date Rec'd**

7/9/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

HEATHER PAGE 509-625-5678

**Requisition #****Contact E-Mail**

HPAGE@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

1680- 1590 PROJECT UPDATES

**Agenda Wording**

CHHS will brief the Council regarding progress on previously awarded 1590 assisted projects.

**Summary (Background)**

CHHS will brief the Council regarding progress on previously awarded 1590 assisted projects.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org		hpage@spokanecity.org	

RESOLUTION 2025-

A resolution setting forth the City Council's approval and endorsement of funding for contracts for CHHS arising from the HOME Investment Partnership program allocation, the HOME-ARP Tenant Based Rental Assistance allocation, the 1590 Sales and Uses Tax Revenue allocation, the 1406 Sales and Uses Tax Revenue allocation, and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, CHHS accepted applications for affordable housing funding through an open, competitive process March 6, 2025-May 5, 2025; and

WHEREAS, on June 10, 2025, the CHHS Affordable Housing Committee thoroughly reviewed the applications and recommended nine projects for funding. These projects are:

- |  |             |
|--|-------------|
| 1. MiA - Mujeres in Action - Safe Harbor                       | \$224,000   |
| 2. Family Promise of Spokane                                   | \$276,000   |
| 3. Ben Burr Townhomes  | \$1,000,000 |
| 4. Proclaim Liberty Bethany                                    | \$885,000   |
| 5. Volunteers of America Eastern Washington and Northern Idaho | \$2,000,000 |
| 6. Threshold Project   | \$1,599,098 |
| 7. MiA - Mujeres in Action Affordable Housing Program          | \$222,494   |
| 8. The Collins Building  | \$892,506   |
| 9. Cornerstone Courtyard - 7 New Units                         | \$400,000   |

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go forward to the Spokane City Council for consideration; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT IS FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

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

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

Approved as to form:

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/9/2025

**Clerk's File #**

ORD C36734

**Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

CODE ENFORCEMENT &amp; PARKING

**Bid #****Contact Name/Phone**

LUIS GARCIA 6850

**Requisition #****Contact E-Mail**

LGARCIA@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

1460 – ORDINANCE AMENDING CHAPTER 08.02

**Agenda Wording**

Ordinance to add back fees for lost parking revenue related to development and construction.

**Summary (Background)**

The updated language under Chapter 08.02 for lost parking revenue was inadvertently removed in the recent code update and needs to be added back to two sections.

**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

**Council Subcommittee Review**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		YES	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
The Parking System fund recovers lost revenue when spaces and related devices are taken offline. Parking Services does not rely on general fund monies which is why cost recovery is important.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
nriley@spokanecity.org		sshields@spokanecity.org	
akiehn@spokanecity.org		adbrown@spokanecity.org	
jtaylor@spokanecity.org			
lgarcia@spokanecity.org			

## ORDINANCE NO C36734

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.065 Streets and Airspace and other matters properly related thereto.

The City of Spokane does hereby ordain:

**Section 1:** That SMC 08.02.065 is amended to read as follows:

### Section 08.02.065 Streets and Airspace

- A. Fees are provided in the Development Fee Schedule.
- B. Street Obstruction Permits.
  - 1. The director of engineering services may adjust the boundaries where a long-term obstruction is considered to be in a congested area in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.
  - 2. The Director of the Development Services Center may set a master annual obstruction permit fee based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;
  - 3. No obstruction fee is charged for street obstruction permits for activities done by or under contract for the City.
- C. The fee for a building moving permit shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.
- D. A contractor shall notify the department of engineering services for application of road oil or other dust palliatives to public ways and places of public travel or resort in accordance with SMC 12.02.0740(B).
- E. A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.

**Section 2:** That SMC 08.02.0235 is amended to read as follows:

Section 08.02.0235 Parklets and Streateries

- A. Application, review, and annual license fees are provided in the Development Fee Schedule.
- B. ~~((Parking meter revenue loss mitigation fees are also provided in the Development Fee Schedule.))~~ A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.
- C.
- C. In addition to the annual fee, the city shall collect from the license applicant and remit to the state department of revenue the required state leasehold excise tax, as prescribed in chapter 82.29A, RCW.

**Section 3:** Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/9/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

HEATHER PAGE 509-625-6578

**Requisition #****Contact E-Mail**

HPAGE@SPOKANECITY.ORG

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

1680- HUD CERTIFIED HOUSING COUNSELING PROGRAM FUNDING

**Agenda Wording**

The HUD Certified Housing Counselor program RFP opened on June 23, 2025, and closed on June 29, 2025. \$300,000 in 1590 Housing Related Services funds were available for allocation in the HUD certified Housing Counselor program RFP.

**Summary (Background)**

The purpose of the RFP was to quickly and directly provide gap funding for impacted HUD Certified Housing Counselor programs impacted by federal budget cuts. As noted in the RFP, HUD certified Housing Counselor programs prevented over 700 foreclosures last year, serving as a key strategy and tool for helping low-income homeowners maintain their housing. This is a short-term solution allowing impacted organizations time to identify and compete for longer-term funding for this community critical work. The RFP was announced to organizations providing HUD Certified Housing Counselor programs in Spokane. Competitive applicants had to clearly demonstrate the following: 1. Experience providing HUD Certified Housing Counseling Services 2. Data demonstrating program success and housing stability for clients 3. Have an existing program at risk of 50% or higher in total revenue reduction based on federal funding cuts. Proof of HUD certification was a requirement of the application. SNAP's application for the organization's Housing Counseling Program was the only application received. The Affordable Housing Committee reviewed the application and discussed the reviews on July 1, 2025. AHC voted unanimously to fully fund SNAP's request for \$160,000 in operation, maintenance and program administration costs to support the work of SNAP's current Housing Counseling Program. 419 local households received foreclosure prevention counseling from SNAP in the most recent year. Of the 419 households served, 362 homes were saved from foreclosure for a conversion rate of 86%. 361 individuals completed SNAP's Homebuyer Education (HBE), 100 or 27% of those who attended HBE participated in pre-purchase counseling and 75 or 75% of those clients achieved first- time homeownership. Classes will be offered twice monthly if funded by this application in locations easily accessible to City residents. The CHHS Board approved the funding recommendation on July 2, 2025. CHHS is requesting that City Council approve the funding recommendation, allowing CHHS to enter into a contract with SNAP for the

HUD Certified Housing Counseling program.

**What impacts would the proposal have on historically excluded communities?**

The populations served in SNAP's most recent program year are as follows: Populations served detail: 22% living with a disability, 10% senior citizen, 4% veteran, 4% refugee or immigrant. 99% low to moderate income. Gender Identity: 51% Women, 44% Male, 5% Non-Binary or other Racial Heritage: 66% White, 10% Latino or Hispanic, 10% Black, 5% Asian or Pacific Islander, 3% American or Alaskan Native and 6% Other.

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

Data will be collected, analyzed and reported in compliance with HUD's Housing Counseling requirements.

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

Data will be collected, analyzed and reported in compliance with HUD's Housing Counseling requirements.

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

The plan aligns with the 2025-2029 Consolidated Plan and to the CoC's Strategic Plan.

**Council Subcommittee Review**

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 160,000

Current Year Cost \$ 160,000

Subsequent Year(s) Cost \$

**Narrative**

This is funding from 1590 Sales and Tax Revenue funds for Housing Related Services

**Amount**

**Budget Account**

Expense \$ 160,000 # 1595-53126-51010-54201-99999

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Taxes	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>		<u>ACCOUNTING -</u>	
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org		hpage@spokanecity.org	



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/9/2025

**Clerk's File #**

ORD C36732

**Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART

**Agenda Wording**

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

**Summary (Background)**

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

**What impacts would the proposal have on historically excluded communities?**

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	

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

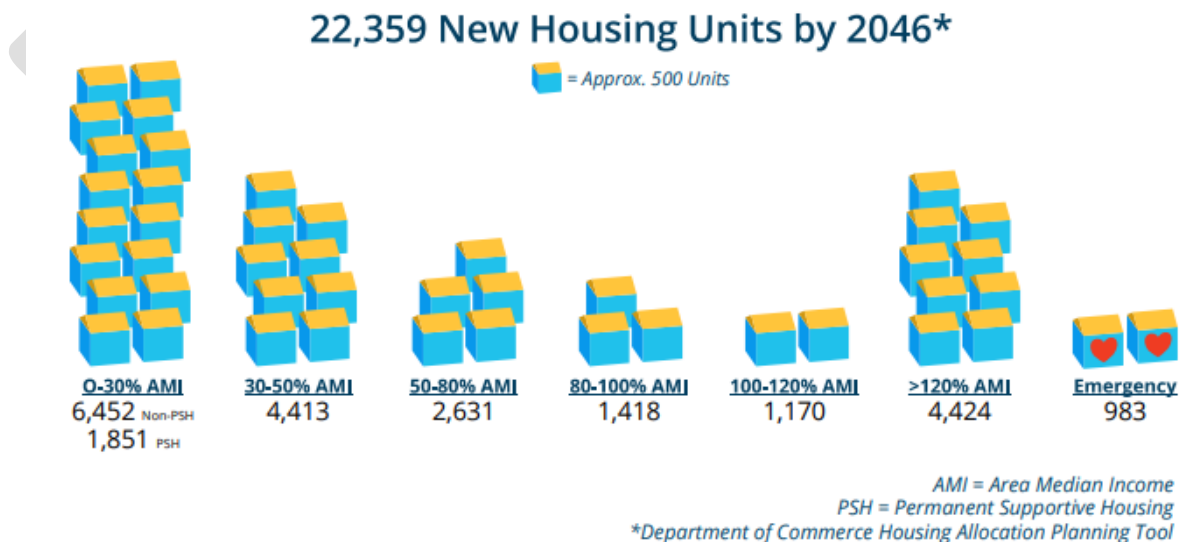
An ordinance renaming the “Housing Local Sales Fund” to the “Housing Equity and Attainable Residences Trust (HEART) Fund,” matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

**WHEREAS**, after a community campaign led by the Spokane Alliance’s Housing Equity and Action Research Team, the Spokane City Council adopted Ordinance C35982 in 2020 imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and housing-related supportive services as authorized by HB 1590; and

**WHEREAS**, the Sales and Use Tax for Housing and Housing-Related Services, known as “1590”, is a significant primary local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

**WHEREAS**, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income (“AMI”) or below; and

### Exhibit 2: Housing Target



Source: City of Spokane, 2024.

**WHEREAS**, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

**WHEREAS**, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

**WHEREAS**, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

**WHEREAS**, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

**WHEREAS**, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

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

**Section 1.** That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

**Section 07.08.155 ((Housing Local Sales Tax Fund)) Housing Equity and Attainable Residences Trust (HEART) Fund**

- A.** There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "Housing Equity and Attainable Residences Trust (HEART)" into which shall be deposited funds generated from the 0.1.% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.
- B.** The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

**Section 2.** That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

**Chapter 08.07C (~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ Housing Equity and Affordable Residences Trust (HEART))**

**Section 3.** That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

**Section 08.07C.020 Imposition of Sales and Use Tax (~~(; Notification to and Collection by the State Department of Revenue)~~ HEART Fund)**

- A. There is imposed a sales and use tax (~~(; as the case may be, as authorized by Chapter 222, Laws of 2020,)~~) as codified (~~(at)~~) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.
- B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.
- C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 (~~(;)~~) RCW, upon the occurrence of any taxable event within the city.
- D. (~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)  
The tax authorized by this section shall be known as the Housing Equity and Attainable Residences Trust (HEART) Fund.

**Section 4.** That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

**Section 08.07C.030 Uses of Tax Revenues; Funding Priorities**

- A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes

described in RCW 82.14.530, with a minimum of ~~((seventy-five))~~ sixty percent ~~((75%))~~ (60%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ~~((Constructing or acquiring))~~ Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or
  2. ~~((Constructing or acquiring))~~ Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or
  3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
  4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ~~((the county imposing the tax))~~ Spokane County:
    - a. Persons with behavioral health disabilities; or
    - b. Veterans;
    - c. Senior citizens;
    - d. Persons who are homeless or at-risk of being homeless, including families with children;
    - e. Unaccompanied homeless youth or young adults;
    - f. Persons with disabilities; or
    - g. Domestic violence survivors.
- B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment

programs and services or housing-related services, with the overall objective of helping to maintain housing stability.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than February 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

~~((C.))~~ D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

~~((D.))~~ E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

~~((E.))~~ F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

~~((F.))~~ G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

~~((G.))~~ H. No more than ~~((two and one-half))~~ ten percent ~~((2.5%))~~ (10%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by the City of Spokane.

**Section 5.** That Section 08.07C.050 of the Spokane Municipal Code is repealed.

**Section 6.** That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.



## **Section 08.07C.051 Funding Process and Timeline**

- A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1<sup>st</sup> unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.
- B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1<sup>st</sup> unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.
- C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.
- D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.
- E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization.
- H. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

**Section 7.** That Section 08.07C.060 of the Spokane Municipal Code is repealed.

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:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/9/2025

**Clerk's File #**

ORD C36733

**Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM

**Agenda Wording**

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

**Summary (Background)**

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

**What impacts would the proposal have on historically excluded communities?**

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
<b>Funding Source Type</b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	

## **ORDINANCE NO. C 36733**

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

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

**Section 1.** There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21	Affordable Housing Permit Fee Deferrals Program
08.21.010	Purpose
08.21.020	Definitions
08.21.030	Project Applicability
08.21.040	Application Process
08.21.050	Application Review
08.21.050	Permit Fees Eligible for Deferral
08.21.060	Permit Fees Due
08.21.070	Placement of Lien
08.21.080	Program Administration

### **Section 08.21.010 Purpose**

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

### **Section 08.21.020 Definitions**

<b>Term</b>	<b>Definition</b>
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.07F.030.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever

	there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

### **Section 08.21.030 Affordable Housing Permit Fee Deferrals Program Project Applicability**

- A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:
1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15;
  2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
  3. Housing Equity and Attainable Residences Trust (HEART) Program provided in SMC 08.07C;
  4. Parking 2 People Program provided in SMC 08.07D; or
  5. Commercial Conversion Program provided in SMC 08.07E.
  6. Home Investment Partnership Program (HOME)
- B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

### **Section 08.21.040 Application Process**

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

- A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:
1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
  2. A description of the affordable housing project and site plan;

3. A statement of the expected number of affordable housing units to be created; and
  4. Estimated construction cost and post-construction valuation.
- B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.
  - C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.
  - D. The owner or developer must verify the application by oath or affirmation.

#### **Section 08.21.050 Permit Fees Eligible for Deferral**

- A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

<b><u>Building and Construction Permits</u></b>	<b><u>Spokane Municipal Code Reference</u></b>
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

- B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.
- C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to \$150,000.

#### **Section 08.21.060 Permit Fees Due**

- A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.
- B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.



### **Section 08.21.070 Placement of Lien**

- A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.
- B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.
- C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

### **Section 08.21.080 Program Administration**

- A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.
- B. An administrative fee may be applied and added to the repayment of the deferred fees.
- C. Any administrative fee shall be due at the time of repayment by the owner or developer.
- D. Administrative fees shall be used to support the administration of the program.
- E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

**Section 2. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 3. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/8/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

KEVIN X6184

**Requisition #**

BT

**Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0650 - REIMBURSEMENT AGREEMENT WITH NATIVE PROJECT

**Agenda Wording**

A reimbursement agreement for the payment of up to \$190,000 in West Quadrant TIF funds for public improvements related to the Native Project Children and Youth Services Project. Use of these funds for this purpose was already approved by Council via Resolution RES 2024-0077.

**Summary (Background)**

The West Quadrant Tax Increment Financing District provides funding for the installation of public improvements in parts of West Center, Emerson-Garfield, and Riverside Neighborhoods.

**What impacts would the proposal have on historically excluded communities?**

While the NATIVE project serves everyone, their programs and facilities are based around the native communities in Spokane. The NATIVE Project is a federally qualified health center and urban Indian health clinic, providing comprehensive care to the greater Spokane Community.

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

City inspectors will ensure that the improvements are installed according to the current City, state, and federal standards. As these are City-owned and maintained facilities they will be subject to the same monitoring and analysis as any city-owned property.

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

N/A This is a one-time expense related to a single-construction project.

**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 West Quadrant TIF is an essential component of the City's economic development strategy for the district, providing funding for public improvements that would otherwise have to be sourced from the general budget and other funds. During the process of considering requests for funding, the Neighborhood Project Advisory Committee undertakes outreach and coordination with the associated Neighborhood Councils to ensure that their input is considered in the decision-making process. Furthermore, Planning & Economic Development staff undertake required due diligence to ensure consistency with the law and City ordinances/resolutions.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 190,000	
Current Year Cost		\$ 190,000	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
The proposed Reimbursement Agreement is a one-time-only cost relating to public improvements installed within the West Quadrant TIF district, neighborhood projects area. The improvements have been inspected by the City and accepted.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 190,000	# 3501- 36230- 42300- 54201-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		Recurring	
<b><u>Funding Source Type</u></b>		Taxes	
<b>Is this funding source sustainable for future years, months, etc?</b>			
The WQTIF is expected to generate significant funds continually through the life of the TIF.			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
No other expenses are expected.			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		kfreibott@spokanecity.org	
amccall@spokanecity.org		eking@spokanecity.org	
nzollinger@spokanecity.org			

## Committee Briefing Paper

### Urban Experience Committee

<b>Committee Date</b>	July 8, 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> x6184
<b>Council Sponsor(s)</b>	<u>Zack Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 0 mins
<b>Agenda Item Name</b>	The NATIVE Project – WQTIF Reimbursement Agreement
<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 adopted the West Quadrant Tax Increment Financing (WQTIF) district in 2007 to foster greater economic development and growth in the area inside and in the vicinity of Kendall Yards. Expenditures of WQTIF funds in the Neighborhood Improvements Area (outside Kendall Yards) is prioritized and recommended by the City’s Neighborhood Project Advisory Committee (NPAC).</p> <p>In August 2023 the NPAC heard a request from The NATIVE Project for the use of TIF funds in support of their proposed new Children and Youth Behavioral Health Project at 1907 W Maxwell Avenue. The NATIVE Project is seeking reimbursement of costs related to public improvements on the site necessary for the development, including streetscape, sidewalk, utility, and landscaping costs within the City Right-of-Way and related to a city-owned water line that traverses their site.</p> <p>The NPAC discussed this proposal at several meetings and ultimately recommended the City Council expend up to \$102,000 in TIF funds to reimburse the NATIVE Project for these costs in a unanimous vote on November 1, 2023. Since that time the NATIVE Project has faced unexpected increased costs for those public improvements, due to circumstances and physical conditions outside their control. They revisited the NPAC on May 1, 2024, during which the NPAC voted unanimously to revise their recommendation “not to exceed \$190,000.” This amount includes a small buffer to avoid having to revisit this item if any additional new costs are discovered.</p> <p>It is important to note that all three neighborhoods benefitted by the WQTIF have submitted letters of support for the proposal.</p> <p>City Council has since adopted Resolution <b>RES 2024-0077</b> accepting and approving payment to Native Project an amount not to exceed \$190,000 for the installation of public improvements as part of their construction of their Children and Youth Services project, which has since been completed. A contract has been prepared by City legal and approved by the applicant. Staff requests that Council approved the attached Reimbursement Agreement between the City of Spokane and the Native Project.</p>

	<p>The West Quadrant TIF account for Neighborhood Projects currently stands at a balance of \$2,284,162 as of July 7, 2025. Sufficient funds exist within the account to pay for these qualifying improvements.</p> <p>All public improvements have been constructed to the City's standard and approval and only repayment of the costs remains.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>      <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$190,000</u></p> <p>    Current year cost: \$190,000 (not to exceed)</p> <p>    Subsequent year(s) cost: \$0</p> <p><b>Narrative:</b> All improvements have been constructed and inspected prior to reimbursement for their installation. Upon reimbursement, these improvements become the property of the City. All labor has been paid according to prevailing wage. Planning &amp; Economic Development staff as well as City Legal will review all documentation and requests prior to payment, as required by City policy.</p> <p><b>Funding Source</b>              <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Taxes</p> <p>Is this funding source sustainable for future years, months, etc? The WQTIF is expected to generate significant funds continually through the life of the TIF.</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None.</p>	

## REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT, dated as of \_\_\_\_\_ (the “Agreement”), is by and between the CITY OF SPOKANE, WASHINGTON, a Washington municipal corporation and first class charter city (the “City”), and THE NATIVE PROJECT, a Washington Non-Profit Corporation (“Native”).

### RECITALS:

WHEREAS, the City of Spokane, Washington, (the “City”) is authorized by Chapter 39.89 RCW (the “Act”) to establish increment areas within the boundaries of the City and to finance certain public improvements within said increment areas using community revitalization financing to encourage private development; and

WHEREAS, that pursuant to Ordinance No. C34032, enacted on May 14, 2007 (the “Formation Ordinance”), as amended thereafter by Ordinance No. C35879, the City established the Increment Area (as defined in Section 1.01 of this Agreement) to encourage private development and to provide for the acquisition, construction and installation of certain public improvements within the Increment Area, including certain public improvements that will be transferred to the City upon completion;

WHEREAS, Native provided the City with a list of Public Improvements Native proposed to construct and install in the Increment Area and has further provided the City with estimated costs relating to the Public Improvements, which said cost estimates the City has not independently verified;

WHEREAS, pursuant to Resolution 2024-0077, the City Council approved the allocation of up to \$190,000 of tax allocation revenues to Native for reimbursement of repayment of costs related to required public improvements for the Children and Youth Behavioral Health Project located at 1907 W. Maxwell Avenue (the “Project”)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Native do hereby, subject to the terms hereof, covenant and agree as follows:

### ARTICLE I DEFINITIONS

**SECTION 1.01 Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

“Act” means Chapter 39.89 RCW, as it may be amended and supplemented from time to time.



“Agreement” means this Agreement, as it may be supplemented or amended from time to time in accordance with the provisions hereof

“Approval Notice” means a written notice from the City to Native approving all or part of the Public Improvement Costs described in a particular Completion Notice, stating the principal amount of the Payment Obligation incurred for such Public Improvement Costs, and agreeing to accept a dedication of the Improvements for which the Public Improvement Costs will be paid pursuant to such Payment Obligation.

“City” means the City of Spokane, a Washington municipal corporation and a first-class charter city.

“City Counsel” means collectively, the Office of the City Attorney.

“Completion Notice” means a written notice from Native to the City that: (i) requests that the City incur a Payment Obligation with respect to particular Increment Area Improvements; (ii) specifies the principal amount of the Payment Obligation; (iii) lists the Increment Area Improvements to be transferred to the City in exchange for the Payment Obligation; (iv) has attached thereto evidence (*e.g.* invoices, bank statements and other verifiable written documents) of the Public Improvement Costs incurred by Native with respect to such Increment Area Improvements (which costs may include interest and other financing costs paid by Native to its lenders); and (v) has attached thereto all Public Works Compliance Certificates delivered to Native with respect to such Increment Area Improvements.

“County” means Spokane County, Washington.

“Formation Ordinance” means Ordinance No. C34032 enacted by the City Council on May 14, 2007.

“Increment Area” means the West Central Increment Area established by the Formation Ordinance as an increment area pursuant to chapter 39.89 RCW.

“Interlocal Agreement” means the [“Interlocal Cooperation Agreement”] between the City and the County, dated May 14, 2007, and relating to the Increment Area.

“Improvements” or “Increment Area Improvements” means any and all of the improvements to be acquired, constructed and/or installed within the Increment Area, but only to the extent Native seeks reimbursement for such improvements pursuant to this Agreement:

“Payment Obligation” means the special, limited and contingent obligation of the City to reimburse Native from Incremental Revenues for certain eligible Project Costs, up to no more than One Hundred Ninety Thousand and 00/100 dollars (\$190,000.00), without further Spokane City Council resolution.

“Pledged Tax Allocation Revenues” means all Tax Allocation Revenues received by the City on account of the “increment value” (as defined in RCW 39.89.020(10)) relating to property within the Increment Area, and all investment earnings thereon pending disbursement to the City

to pay eligible costs of the City or to Native to pay the Payment Obligation, interest thereon or other eligible costs of Native in accordance with the Act and the terms and conditions of this Agreement.

“Project Costs” means Public Improvement Costs as that term is defined by RCW 39.89.020(5) that are eligible to be paid for by the City from Incremental Revenues.

“Public Improvements” means, collectively, the Increment Area Improvements to be completed by Native, as set forth in Exhibit “A” hereto, and as hereinafter supplemented.

“Public Improvement Costs” has the meaning specified for such phrase in RCW 39.89.020(5).

“Public Works Compliance Certificate” shall mean a certificate executed by the City’s Director of Public Works or his or her designee, at the request of Native, confirming that, as of the date of such certificate, (i) Native has complied in all material respects with the Public Works Laws with respect to the Increment Area Improvements described in such certificate, and (ii) the Increment Area Improvements described in such certificate comply with applicable City development standards.

“Public Works Laws” means those Washington laws and provisions of the City Code listed in Exhibit “B” hereto.

“Tax Allocation Revenues” means all “tax allocation revenues” (as defined in RCW 39.89.020(8)) received by the City on account of the “increment value” (as defined in RCW 39.89.020(10)) in the Increment Area.

“Unencumbered Tax Allocation Revenues” means all Tax Allocation Revenues and investment earnings thereon other than Pledged Tax Allocation Revenues.

## **REPRESENTATIONS AND WARRANTIES**

**SECTION 1.02 Representations and Warranties of the City.** The City hereby represents and warrants as follows:

(a) The City is a municipal corporation duly established and in good standing under the laws of the State of Washington, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions described in this Agreement, and by proper legal action has duly authorized the execution and delivery of this Agreement.

(b) The person executing this Agreement on behalf of the City is duly and properly in office and fully authorized to execute the same.

(c) The City has duly and regularly complied with all applicable provisions of law and all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution of this Agreement and the performance

by the City of its obligations hereunder exist, have happened and have been performed in regular and due time, form and manner as required by law.

(d) This Agreement has been duly authorized, executed and delivered by the City.

(e) This Agreement constitutes a legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(f) The execution and delivery of this Agreement, the consummation of the transactions herein described and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the City Charter or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other material agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the City, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions described in this Agreement or the financial condition, assets, properties, or operations of the City.

(g) No consent or approval of any trustee or holder of any indebtedness of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein described, except as have been obtained or made and as are in full force and effect.

(h) The City will not use the Tax Allocation Revenues to pay for costs or expenses that are not Public Improvement Costs.

(i) Each of the Public Improvements are "public improvements" within the meaning of RCW 39.89.020.

**SECTION 1.03 Representations and Warranties of Native.** Native hereby represents and warrants as follows:

(a) Native is a non-profit corporation duly established and in good standing under the laws of the State of Washington, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions described in this Agreement, and by proper legal action has duly authorized the execution and delivery of this Agreement.

(b) The person executing this Agreement on behalf of Native is duly and properly in office and fully authorized to execute the same.

(c) Native has duly and regularly complied with all applicable provisions of law and is duly authorized by law to enter into and execute this Agreement and to perform its obligations hereunder, and all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution of this Agreement and the performance by Native of its obligations hereunder exist, have happened and have been performed in regular and due time, form and manner as required by law.

(d) This Agreement has been duly authorized, executed and delivered by Native.

(e) This Agreement constitutes a legal, valid and binding agreement of Native, enforceable against Native in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(f) The execution and delivery of this Agreement, the consummation of the transactions herein described and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of Native, its bylaws or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other material agreement or instrument to which Native is a party or by which it or its properties are otherwise subject or bound, or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Native, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions described in this Agreement or the financial condition, assets, properties, or operations of Native.

(g) No consent or approval of any trustee or holder of any indebtedness of Native, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein described, except as have been obtained or made and as are in full force and effect.

## **ARTICLE II PAYMENT OBLIGATION**

### **SECTION 2.01 City Payment Obligation.**

(a) Upon delivery of each Approval Notice the City will incur an obligation to reimburse Native from Pledged Tax Allocation Revenues for eligible Public Improvements Costs for Increment Area Improvements. This Payment Obligation shall be executed by

the City and delivered to Native upon delivery of the initial Approval Notice. This Payment Obligation is a special, limited and contingent obligation of the City and shall not constitute an indebtedness or general obligation of the City within the meaning of State Constitutional, statutory or City Charter debt limitations or restrictions, including without limitation for purposes of Article VIII, Section 6 of the Washington Constitution, Chapter 39.36 RCW and Section 85 of the City Charter. The City shall have no payment obligation of any kind to Native unless and until (i) Native completes Increment Area Improvements and such Improvements have been accepted by and dedicated to the City in accordance with and as contemplated by this Agreement and (ii) until such time as Pledged Tax Allocation Revenues are received by the City. The City's payment obligation shall be limited to Pledged Tax Allocation Revenues received by the City and neither the City's general fund nor any other revenues of the City, other than the Pledged Tax Allocation Revenues, shall be available at any time to pay the Payment Obligation. Native acknowledges and understands that, aside from the Payment Obligation, the City shall have no additional financial or payment obligation to Native in connection with the construction of Public Improvements in the Increment Area.

## **SECTION 2.02      Pledge of Tax Allocation Revenues.**

(a) All of the Pledged Tax Allocation Revenues are pledged for the payment of the Payment Obligation. This pledge shall constitute a prior charge on the Pledged Tax Allocation Revenue over all other charges or claims whatsoever, other than amounts payable to the City for costs and expenses of the City under Section 6.11 below, for which the City shall have a first and prior right to payment. It is the intent of the City that this pledge shall be valid and binding as of the date of this Agreement; that all Pledged Tax Allocation Revenue hereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and that the lien of such pledge shall be valid and binding as against any parties having claims of any kind in tort, contract, or otherwise against the City without respect to whether such parties have notice thereof.

(b) The City shall continue to maintain a segregated account within the City Treasury, designated as the "Increment Area Fund" solely for the purpose of paying eligible amounts payable to the City and paying the Payment Obligation. The City will not commingle the Fund with other City funds and accounts.

## **SECTION 2.03      Compliance with Public Works Laws.**

(a) Public Improvement Costs for the Increment Area Improvements that are eligible for reimbursement to Native pursuant to the Payment Obligation, limited to the amount set forth in this definition, and are limited to those described in the Formation Ordinance that are constructed in compliance with applicable Public Works Laws, including payment of prevailing wages as set forth in RCW 39.12 et seq. Public Improvement Costs associated with Increment Area Improvements that are not constructed in compliance with such applicable Public Works Laws shall not be eligible for reimbursement.

(b) To confirm compliance with RCW 39.89.040 with respect to the Increment Area Improvements, Native may request that the City provide a Public Works Compliance Certificate with respect to any Increment Area Improvements upon completion of the improvements. Within five business days after receiving a request for an Public Works Compliance Certificate, the City shall provide Native with either (i) the requested Public Works Compliance Certificate, or (ii) a written summary of the purported violations of the Public Works Laws, together with a statement identifying whether such violation can be cured.

**SECTION 2.04 Completion and Approval Notices.** Upon completion of any Increment Area Improvement, Native may provide the City with a Completion Notice.

(a) Within ten (10) business days after receiving a Completion Notice, the City shall provide Native with either (i) an Approval Notice relating to such Increment Area Improvement, or (ii) a written summary of the reasons why an Approval Notice will not be provided. The City may withhold delivery of an Approval Notice if (i) there have been material violations of the Public Works Laws with respect to the Improvements, (ii) Native has failed to materially comply with applicable City development standards relating to the particular Increment Area Improvement, (iii) Native has failed to submit a properly completed Completion Notice with respect to such Improvements, or (iv) the City does not concur with the principal amount of the Public Improvement Costs contained in the Completion Notice.

(b) In the event the City does not concur with the principal amount of the of the Payment Obligation indicated by Native in the Completion Notice, the City will provide Native, at Native's request, an opportunity to provide additional evidence in support of the Native's requested principal amount. Any such additional evidence will be deemed part of the original Completion Notice. Within three (3) business days of receiving such additional evidence, the City will either (i) deliver an Approval Notice reflecting the amount in the Completion Notice or (ii) provide Native with a written summary of the reasons why the Approval Notice will not be provided.

## **ARTICLE III COVENANTS AND AGREEMENTS**

**SECTION 3.01 Enforcement of Agreements and the Act.** The City will comply with the Interlocal Agreement, the Formation Ordinance and the Act, will diligently enforce the County's obligations under the Interlocal Agreement and the Act, and will not amend the Interlocal Agreement without Native's written consent. The City will not amend the Formation Ordinance, nor take any action to dissolve or permit the dissolution of the Increment Area except as otherwise provided in the Formation Ordinance. The City will contest and defend any action, suit or proceeding challenging the validity or enforceability of this Agreement, the Interlocal Agreement, the Formation Ordinance, the proceedings undertaken to establish the Increment Area, or any related matters effecting the power, authority or ability of the City to perform its obligations

hereunder. All costs and expenses incurred by the City in connection with such actions shall be subject to payment or reimbursement on a first priority basis from Tax Allocation Revenues, including Pledged Tax Allocation Revenues.

**SECTION 3.02 Levy Taxes.** For the term of this Agreement, the City covenants and agrees to levy taxes annually on all of the taxable property within the Increment Area, subject to any limitations that are imposed by law.

**SECTION 3.03 Accounting Records.** The City shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles applicable to Washington municipal corporations, in which complete and accurate entries shall be made of all receipts of Tax Allocation Revenues and all transactions of or in relation to the business, properties and operations of the City with respect to such Tax Allocation Revenues. Native, upon reasonable notice to the City, shall have the right to review and inspect such books and records, in accordance with applicable public records laws and established policies of the City with respect to public records requests.

**SECTION 3.04 Acknowledgements of Native.** Native acknowledges that: (i) the source of money to pay the Payment Obligation is limited to Pledged Tax Allocation Revenues; (ii) the amount of the Pledged Tax Allocation Revenues will depend primarily upon the construction of taxable improvements on taxable property within the Increment Area; and (iii) the City's receipt of Pledged Tax Allocation Revenues will be dependent upon factors outside the City's control, such as when property is assessed within the Increment Area, when taxes are paid by owners of such property, whether regular property tax rates will increase or decrease, and possible changes to the State laws governing property taxation. Native acknowledges and agrees that this Agreement, the Payment Obligation and the use of community revitalization financing under the Act, as contemplated by the parties, involve legal issues that are not addressed by existing laws, regulations, rulings and court decisions. Native has independently evaluated the legal and other risks associated with the agreements set forth herein and that it shall not be entitled to rely on the advice provided to the City by the City Counsel, and hereby acknowledges that no representation has been made by the City or the City Counsel regarding outcomes if any of the contemplated arrangements are challenged in a court of competent jurisdiction.

## **ARTICLE IV INDEMNIFICATION AND DEFENSE OF CLAIMS**

**SECTION 4.01 Indemnification for Project Claims.** Native agrees to indemnify and save the City, its appointed or elected officials, employees or agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from Native's development, construction, operation, conduct, management or disposition of all or any portion of the project, including its Increment Area Improvements ("Project Claims"). Such indemnification obligation shall not, however, extend to claims related to the formation of the Increment Area or the City's approval, execution and delivery and performance of its obligations under this Agreement, and any other actions to be taken or to be taken by the City relating to the Increment Area or the Payment Obligation. Native shall indemnify and save the City and its elected or appointed officials, employees or agents harmless from any Project Claims arising as

aforesaid, or in connection with any action or proceeding or costs or fees (including reasonable legal fees) incurred in any action or proceedings brought thereon whether at trial, on appeal, in bankruptcy proceedings or otherwise, and upon notice from the City or its elected or appointed officials, employees or agents, Native shall defend them in any such action or proceeding at the Native's expense.

Notwithstanding anything to the contrary contained herein, Native shall not have liability to indemnify the City or its elected or appointed officials, employees or agents, against Project Claims or damages resulting directly from the negligence, gross negligence or intentional misconduct of the City or its elected or appointed officials, employees or agents own gross negligence or intentional misconduct.

In the event any claim is made against the City, its elected or appointed officials, employees or agents (collectively, the "Indemnified Parties") for which indemnification may be sought from Native under the foregoing provisions, the Indemnified Parties shall promptly give written notice thereof to Native; provided that any failure to give or delay in giving such written notice shall not relieve Native's indemnification obligations as set forth above except to the extent such failure or delay prejudices Native's ability to defend or settle such claim. Upon receipt of such notice, Native shall assume the defense thereof in all respects and may settle such claim in such manner as it deems appropriate so long as there is no liability, cost or expense to the Indemnified Party. Native shall select legal counsel to represent each Indemnified Party and shall not be responsible for the legal fees and expenses of any legal counsel retained by any Indemnified Party without the written consent of Native, unless the City shall have reasonably concluded that there may be a conflict of interest between the City and Native in the conduct of the defense of such action (in which case the Native shall not have the right to direct the defense of such action on behalf of the City but shall be responsible for the reasonable legal fees and expenses of the counsel retained by the Indemnified Party whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise).

**SECTION 4.02 Joint Defense Obligation.** The City and Native agree to jointly defend any legal action, suit or proceeding challenging the validity of the Payment Obligation. To the extent permitted by the Act, the City and Native shall be entitled to payment or reimbursement of all fees and costs associated with the defense of any such action, suit or proceeding on a pro rata basis from first available Tax Allocation Revenues, including Pledged Tax Allocation Revenues. Native shall, however, have no defense obligation with respect to any action, suit or proceeding if the Native as waived or relinquished any right or claim to any continuing or future Payment Obligation.

## **ARTICLE V MISCELLANEOUS**

**SECTION 5.01 Amendment.** This Agreement may not be amended except by written agreement signed by the City and Native.

**SECTION 5.02 Assignment.** Prior to the completion of the Increment Area Improvements this Agreement and the rights and obligations of Native hereunder may not be assigned, transferred or pledged by Native to any third party or any successor in interest to Native without the prior written consent of the City, which consent may not be unreasonably withheld,



conditioned or delayed by the City. Following completion of such Improvements, the rights and obligations of Native hereunder may be assigned, transferred or pledged in whole, but not in part, upon 30 days prior written notice to the City. Notwithstanding any permitted assignment, transfer or pledge of the rights or obligations of Native under this Agreement, the City shall at no time be required to make payments with respect to the Payment Obligation or otherwise under this Agreement to more than one single designated party.

**SECTION 5.03 No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any present or future City Council member, official, officer, agent or employee of the City, in his or her individual capacity, and neither the Council members, officials, officers, agents and employees of the City, nor any person executing this Agreement, shall be liable personally hereunder or be subject to any personal liability or accountability by reason hereof.

**SECTION 5.04 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**SECTION 5.05 Limitation of Rights.** Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any person other than the parties hereto, and their permitted successors and assigns, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement.

**SECTION 5.06 Severability of Invalid Provisions.** The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

**SECTION 5.07 Headings.** The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

**SECTION 5.08 Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington applicable to contracts made and performed within such State. The venue for any dispute arising under this Agreement shall be in the Superior Court of the State of Washington for Spokane County, Washington.

**SECTION 5.09 Notices.** All notices or communications herein required or permitted to be given shall be in writing as set forth in this Section. Notices must be sent by registered or certified mail, postage prepaid, return receipt requested, or sent by commercial delivery service, by hand delivery, or by telecopy, paid for by the sender, to the addressee(s) thereof at the last address(es) designated for such purpose. The date of receipt of such registered mail or certified mail, or the date of actual receipt of such writing by commercial delivery service, hand delivery or telecopy, will be deemed for purposes of this Agreement as the date of such notice. As of the date of this Agreement, the addresses of the parties are:

If to the City:	City of Spokane
	Chief Operating Officer

808 West Spokane Falls Boulevard  
Spokane, WA 99201-3303  
Phone: (509) 625-6268  
Fax: (509) 625-6217

With a copy to: City Attorney  
City of Spokane  
5<sup>th</sup> Floor, Municipal Building  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201-3326  
Phone: (509) 625-6238  
Fax: (509) 625-6277

If to Native:

Attn. \_\_\_\_\_

Via mail:

With a copy to: \_\_\_\_\_

Native and the City may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates and other communications shall be sent.

**SECTION 5.10 Term of Agreement.** The obligations of the Parties under this Agreement shall remain in full force and effect from the date of execution until the earlier of (i) such time as the Incremental Revenues are no longer necessary or obligated to pay Project Costs related to the Increment Area Improvements; or (ii) December 31, 2047; provided, however, that notwithstanding the foregoing this Agreement shall continue in force and effect if at the time it would otherwise be subject to termination under this Section 7.10 the City is in default in connection with its payment obligations hereunder.

**SECTION 5.11 Fees and Expenses.** Each of the Parties shall be obligated to pay their respective fees and expenses incurred in connection with the formation and execution of this Agreement, and such other administrative expenses and professional services. The City shall be entitled to payment or reimbursement of all fees and costs from first available Tax Allocation Revenues, including Pledged Tax Allocation Revenues.

**SECTION 5.12 No Implied Waiver.** No failure on the part of a party hereto to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. No term or provision of this

Agreement shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

**SECTION 5.13 Government Approval.** Native acknowledges that this Agreement does not bind the City until it has been executed by the Mayor and attested by the City Clerk.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and behalf by their duly authorized representatives as of the date first above written.

**CITY OF SPOKANE**

By: \_\_\_\_\_  
Lisa Brown, Mayor

Attest:

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

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

**THE NATIVE PROJECT**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**IMPROVEMENT PROJECTS**

**EXHIBIT B**  
**PUBLIC WORKS LAWS**

Chapter 39.04 RCW

Chapter 39.12 RCW

Chapter 39.80 RCW

Section 37 of the City Charter

Chapter 7.06 of the City Code

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/9/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

ARIELLE 509-654-5278

**Requisition #****Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

1680- AGREEMENT BETWEEN THE CITY OF SPOKANE AND HOUSING DIVISION

**Agenda Wording**

Interagency Agreement between COS and Housing Division Homelessness Assistance Unit to accept CHG Award for July 1 2025 thru June 30, 2027.

**Summary (Background)**

The City of Spokane has been awarded approximately \$24,208,803.00 in state funding through the Consolidated Homeless Grant funded by the Washington State Department of Commerce. Attachment B (page 13 of 18 in the attached draft contract) outlines the Budget. These monies will support the ongoing grants competitively procured from the Fall of 2023 RFP for HHOS. Additionally, these funds will support any future RFP's. For brevity, I will not list the budget here, rather, please refer to the attached draft contract and specifically attachment B. Also useful are the new CHG Guidelines that assist localities in their administration of homeless grants. These Guidelines are referred to, on a consistent basis, by both the City and the providers for assistance in determining allowable uses of the funds. Overall, we saw an increase of funds from the previous biennium (2023-2025) of around \$700,000.

**What impacts would the proposal have on historically excluded communities?**

No negative impacts. We have solid partnerships with By and For Organizations and will actively seek out more contract opportunities with agencies that seek to serve marginalized communities in Spokane.

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

All data is entered into HMIS where we collect all of the identified data points mentioned above. We use this data to help shape policy and pivot when needed.

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

Currently, CHHS is actively pulling reports to help assist the community in their efforts to implement better and more effective programs that seek to keep people out of the homeless system altogether or offer programs that are more responsive to those who are experiencing homelessness.

**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?**

All contracts administered through CHHS are compliant with our Regional Five-Year Plan.

**Council Subcommittee Review**

It will be reviewed by the UE—however, we are only asking for permission to accept the funds and continue to be a passthrough.



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		NO	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
This is for the new biennium of Commerce Funding for homeless services and will maintain the staffing structure of CHHS. CHHS will retain 15% of the funding allocations to secure staffing and other city costs associated with the management of contracts.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Is this funding source sustainable for future years, months, etc? The City of Spokane is a lead grantee for specified homeless dollars as awarded by the Washington State Department of Commerce.			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>		<u>ACCOUNTING -</u>	
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org			



**Interagency Agreement with**

**City of Spokane, Community Housing and Human Services**

**through**

Housing Division Homelessness Assistance Unit

**Contract Number:  
26-46108-30**

**For**

**Consolidated Homeless Grant**

**Dated: July 1, 2025**



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## Face Sheet

Contract Number: 26-46108-30

**Washington State Department of Commerce  
Housing Division  
Homelessness Assistance Unit (HAU)**

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<b>1. Contractor</b> City of Spokane, Community Housing and Human Services 808 W Spokane Falls Blvd Spokane, WA 99021		<b>2. Contractor Doing Business As (as applicable)</b>	
<b>3. Contractor Representative</b> Arielle Anderson Director Community, Housing, and Human Services Dept. 509-625-6055 <a href="mailto:arielleanderson@spokanecity.org">arielleanderson@spokanecity.org</a>		<b>4. COMMERCE Representative</b> Leeanne Montoya Contract Manager 564-233-5700 <a href="mailto:Leeanne.montoya@commerce.wa.gov">Leeanne.montoya@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$24,208,803.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2025	<b>8. End Date</b> June 30, 2027
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b>	<b>11. SWV #</b> SW0003387-03	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b>
<b>14. Award Method</b> Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>		<b>NOFO/RFX #</b> N/A	
<b>Proviso #</b> N/A			
<b>15. Contract Purpose</b> This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. All funding sources identified in the Consolidated Homeless Grant must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: SFY 2026 and 2027 CHG Application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget,			
<b>FOR CONTRACTOR</b>  _____ Dawn Kinder, Director  _____ Date		<b>FOR COMMERCE</b>  _____ Tedd Kelleher, Interim Assistant Director Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

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## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$24,208,803.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

#### **Expenses**

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$24,208,803.00. This amount is included in the Grant total above.

If travel is required to complete the scope of work and is approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-46108-30.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.



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

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.



**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**7. FRAUD AND OTHER LOSS REPORTING**

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

**8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet.



## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.





- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.



**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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



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

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

#### **16. SURVIVAL**

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

#### **17. TERMINATION FOR CAUSE**

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

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

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

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

#### **18. TERMINATION FOR CONVENIENCE**

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

#### **19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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



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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. WAIVER**

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



## **Attachment A: Scope of Work**

- A. Consolidated Homeless Grant funding must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- B. Contractor shall commit to operating a high-performing crisis response system in their county by:
  - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
  - b. Employing a progressive engagement service model.
  - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
  - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
  - e. Prioritizing funding to preserve and maintain existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- C. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. An Invoice and Voucher Detail Worksheet, along with at a minimum, a General Ledger generated from the organization's accounting system. The General Ledger must include transaction-level detail for all costs that have been paid and are being claimed for reimbursement. These documents are due by the 20th of the month following the month in which services were provided.
- D. Contractor shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan and Annual Report.
  - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
  - c. HEN Essential Needs Report.
  - d. Grantees shall commit to reporting quality timely HMIS data.
- E. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
- F. Performance Requirements:
  - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
  - b. Equitable Outcomes: For each of the required housing outcome performance measures, outcomes across racial and ethnic demographics should not be significantly less than the overall rate. The "overall rate" refers to the rate of a particular intervention type's total exits to positive outcomes. This is inclusive of all ethnic or racial categories.
  - c. Equitable Access: While not a formal performance measure that will be monitored, grantees are expected to use equitable access data to identify underserved populations, assess the impact of their access strategies and work to improve equitable access as needed. Grantees can access this data through the Washington Balance of State Equitable Access Dashboard which compares the race and ethnicity of households entering the homeless system (HMIS) to the race and ethnicity of the homeless and unstably housed populations (The Snapshot Report)



## **Attachment B: Budget**

<b>Budget</b>	<b>Total</b>
<b>Standard (SFY 2026 and 2027)</b>	
Standard Admin	\$563,641.03
Standard Rent	\$0
Standard Facility Support	\$93,906.00
Standard Operations	\$1,097,235.97
<b>Emergency Housing (SFY 2026)</b>	
Emergency Housing Admin 2026	\$1,074,349.77
Emergency Housing Rent 2026	\$0
Emergency Housing Facility Support 2026	\$191,308.11
Emergency Housing Operations 2026	\$2,755,475.12
<b>Emergency Housing (SFY 2027)</b>	
Emergency Housing Admin 2027	\$1,074,349.77
Emergency Housing Rent 2027	\$0
Emergency Housing Facility Support 2027	\$191,308.11
Emergency Housing Operations 2027	\$2,755,475.12
<b>PSH CHF (SFY 2026 and SFY 2027)</b>	
PSH CHF Rent/Fac Support	\$0
PSH CHF Operations	\$451,403.00
<b>Inflationary Increase (SFY 2026 and SFY 2027)</b>	
Inflation Increase 2026	\$757,673.00
Inflation Increase 2027	\$757,673.00
<b>Document Recording Fee (DRF) Backfill (SFY 2026)</b>	
DRF Backfill 2026	\$4,652,981.00
<b>HEN (SFY 2026)</b>	
HEN Admin 2026	\$1,016,350.96
HEN Rent/Fac Support 2026	\$1,439,830.52
HEN Operations 2026	\$1,439,830.52
<b>HEN (SFY 2027)</b>	
HEN Admin 2027	\$1,016,350.96
HEN Rent/Fac Support 2027	\$1,439,830.52
HEN Operations 2027	\$1,439,830.52
<b>TOTAL</b>	<b>\$24,208,803.00</b>

## Certificate Of Completion

Envelope Id: 2AAD39D2-B018-4252-8073-DA73ED5817C9

Status: Sent

Subject: Complete with Docusign: CoS CHG 26-27 Contract.pdf

Division:

Community Services and Housing

Program: CHG

ContractNumber: 26-46108-30

DocumentType: Contract

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Document Pages: 13

Signatures: 0

Envelope Originator:

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Initials: 2

Leeanne Montoya

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Olympia, WA 98504-2525

leeanne.montoya@commerce.wa.gov

IP Address: 198.238.8.132

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Pool: Washington State Department of Commerce

Location: Docusign

## Signer Events

Julie Montgomery

julie.montgomery@commerce.wa.gov

Washington State Department of Commerce

Security Level: Email, Account Authentication (None)

## Signature

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.106.136

## Timestamp

Sent: 6/30/2025 4:12:56 PM

Viewed: 7/1/2025 6:28:09 AM

Signed: 7/1/2025 6:33:05 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kathy Kinard

Kathy.Kinard@commerce.wa.gov

Managing Director

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.134.15

Sent: 7/1/2025 6:33:06 AM

Viewed: 7/1/2025 1:04:17 PM

Signed: 7/1/2025 1:05:34 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dawn Kinder

dkinder@spokanecity.org

NHHS Director

Security Level: Email, Account Authentication (None)

Sent: 7/1/2025 1:05:36 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/30/2025 12:27:48 PM

ID: 4dc4c260-8198-4d5b-b62b-c7b7ea425941

Tedd Kelleher

tedd.kelleher@commerce.wa.gov

Security Level: Email, Account Authentication (None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign



In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Arielle Anderson arielleanderson@spokanecity.org CHHS Director Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/30/2025 12:22:01 PM ID: 2d9d741c-bbff-41f0-920d-caf196521fef		Sent: 7/1/2025 1:05:36 PM Viewed: 7/1/2025 1:43:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 4:12:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



**Interagency Agreement with**

**City of Spokane, Community Housing and Human Services**

**through**

Housing Division Homelessness Assistance Unit

**Contract Number:  
26-46108-30**

**For**

**Consolidated Homeless Grant**

**Dated: July 1, 2025**



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## Face Sheet

Contract Number: 26-46108-30

**Washington State Department of Commerce  
Housing Division  
Homelessness Assistance Unit (HAU)**

DS  
SM

<b>1. Contractor</b> City of Spokane, Community Housing and Human Services 808 W Spokane Falls Blvd Spokane, WA 99021		<b>2. Contractor Doing Business As (as applicable)</b>	
<b>3. Contractor Representative</b> Arielle Anderson Director Community, Housing, and Human Services Dept. 509-625-6055 <a href="mailto:arielleanderson@spokanecity.org">arielleanderson@spokanecity.org</a>		<b>4. COMMERCE Representative</b> Leeanne Montoya Contract Manager 564-233-5700 <a href="mailto:Leeanne.montoya@commerce.wa.gov">Leeanne.montoya@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$24,208,803.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> July 1, 2025
<b>8. End Date</b> June 30, 2027			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b>		<b>11. SWV #</b> SW0003387-03	
<b>12. UBI #</b> 328-013-877		<b>13. UEI #</b>	
<b>14. Award Method</b> Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>		<b>NOFO/RFX #</b> N/A	
<b>Proviso #</b> N/A			
<b>15. Contract Purpose</b> This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. All funding sources identified in the Consolidated Homeless Grant must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: SFY 2026 and 2027 CHG Application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget,			
<b>FOR CONTRACTOR</b>  _____ Dawn Kinder, Director  _____ Date		<b>FOR COMMERCE</b>  _____ Tedd Kelleher, Interim Assistant Director Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

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## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$24,208,803.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

#### **Expenses**

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$24,208,803.00. This amount is included in the Grant total above.

If travel is required to complete the scope of work and is approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-46108-30.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.



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

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.





**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**7. FRAUD AND OTHER LOSS REPORTING**

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

**8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet.



## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.



- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.



**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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



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

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

#### **16. SURVIVAL**

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

#### **17. TERMINATION FOR CAUSE**

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

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

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

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

#### **18. TERMINATION FOR CONVENIENCE**

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

#### **19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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



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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. WAIVER**

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



## **Attachment A: Scope of Work**

- A. Consolidated Homeless Grant funding must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- B. Contractor shall commit to operating a high-performing crisis response system in their county by:
  - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
  - b. Employing a progressive engagement service model.
  - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
  - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
  - e. Prioritizing funding to preserve and maintain existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- C. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. An Invoice and Voucher Detail Worksheet, along with at a minimum, a General Ledger generated from the organization's accounting system. The General Ledger must include transaction-level detail for all costs that have been paid and are being claimed for reimbursement. These documents are due by the 20th of the month following the month in which services were provided.
- D. Contractor shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan and Annual Report.
  - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
  - c. HEN Essential Needs Report.
  - d. Grantees shall commit to reporting quality timely HMIS data.
- E. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
- F. Performance Requirements:
  - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
  - b. Equitable Outcomes: For each of the required housing outcome performance measures, outcomes across racial and ethnic demographics should not be significantly less than the overall rate. The "overall rate" refers to the rate of a particular intervention type's total exits to positive outcomes. This is inclusive of all ethnic or racial categories.
  - c. Equitable Access: While not a formal performance measure that will be monitored, grantees are expected to use equitable access data to identify underserved populations, assess the impact of their access strategies and work to improve equitable access as needed. Grantees can access this data through the Washington Balance of State Equitable Access Dashboard which compares the race and ethnicity of households entering the homeless system (HMIS) to the race and ethnicity of the homeless and unstably housed populations (The Snapshot Report)





## **Attachment B: Budget**

<b>Budget</b>	<b>Total</b>
<b>Standard (SFY 2026 and 2027)</b>	
Standard Admin	\$563,641.03
Standard Rent	\$0
Standard Facility Support	\$93,906.00
Standard Operations	\$1,097,235.97
<b>Emergency Housing (SFY 2026)</b>	
Emergency Housing Admin 2026	\$1,074,349.77
Emergency Housing Rent 2026	\$0
Emergency Housing Facility Support 2026	\$191,308.11
Emergency Housing Operations 2026	\$2,755,475.12
<b>Emergency Housing (SFY 2027)</b>	
Emergency Housing Admin 2027	\$1,074,349.77
Emergency Housing Rent 2027	\$0
Emergency Housing Facility Support 2027	\$191,308.11
Emergency Housing Operations 2027	\$2,755,475.12
<b>PSH CHF (SFY 2026 and SFY 2027)</b>	
PSH CHF Rent/Fac Support	\$0
PSH CHF Operations	\$451,403.00
<b>Inflationary Increase (SFY 2026 and SFY 2027)</b>	
Inflation Increase 2026	\$757,673.00
Inflation Increase 2027	\$757,673.00
<b>Document Recording Fee (DRF) Backfill (SFY 2026)</b>	
DRF Backfill 2026	\$4,652,981.00
<b>HEN (SFY 2026)</b>	
HEN Admin 2026	\$1,016,350.96
HEN Rent/Fac Support 2026	\$1,439,830.52
HEN Operations 2026	\$1,439,830.52
<b>HEN (SFY 2027)</b>	
HEN Admin 2027	\$1,016,350.96
HEN Rent/Fac Support 2027	\$1,439,830.52
HEN Operations 2027	\$1,439,830.52
<b>TOTAL</b>	<b>\$24,208,803.00</b>



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Program: CHG

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Julie Montgomery

julie.montgomery@commerce.wa.gov

Washington State Department of Commerce

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## Signature

Signature Adoption: Pre-selected Style

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Kathy Kinard

Kathy.Kinard@commerce.wa.gov

Managing Director

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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Dawn Kinder

dkinder@spokanecity.org

NHHS Director

Security Level: Email, Account Authentication (None)

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## Electronic Record and Signature Disclosure:

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ID: 4dc4c260-8198-4d5b-b62b-c7b7ea425941

Tedd Kelleher

tedd.kelleher@commerce.wa.gov

Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Arielle Anderson arielleanderson@spokanecity.org CHHS Director Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/30/2025 12:22:01 PM ID: 2d9d741c-bbff-41f0-920d-caf196521fef		Sent: 7/1/2025 1:05:36 PM Viewed: 7/1/2025 1:43:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 4:12:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

#### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

RESOLUTION RE SETTLEMENT OF  
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption *The Estate of Robert Bradley, deceased; Keshia Hahn, as Personal Representative of the Estate; R.Par.B., minor child of Robert Bradley, deceased, by and through his legal guardian, Keshia Hahn; and R.Pat.B., minor child of Robert Bradley, deceased, by and through his legal guardian, Keshia Hahn, Plaintiffs, v. City of Spokane, a political subdivision of the State of Washington; Trevor Walker, individually and in his official capacity; Christopher Johnson, individually and in his official capacity; and John and Jane Does 1-40, individually and in their official capacities, inclusive, Defendants*, Cause No. 23-2-00945-32 and later removed to United States District Court, Eastern District of Washington, Cause No. 2:24-cv-00189-MKD, arising from Robert Bradley's death on September 4, 2022 as more fully described in the Complaint filed in said cause; and

WHEREAS, the City and City's excess insurance carrier, Safety National Insurance Company, has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of THREE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND and NO/100 DOLLARS (\$3,655,000.00). The City will contribute the remaining TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$222,123.21) of its Self-Insured Retention and Safety National Insurance will pay the balance of the settlement amount; and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice their underlying lawsuit and any and all claims against the City.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment to claimants in the amount of TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$222,123.21) which is the balance of its Self-Insured Retention, with the understanding that Safety National Insurance Company will pay the complete settlement of the THREE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND and NO/100 DOLLARS (\$3,655,000.00) with the further understanding that it is to be paid to Plaintiffs and their counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced lawsuit(s). In exchange, Plaintiffs will dismiss any underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims held, asserted or un-asserted, by Plaintiffs in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said case and/or claim for damages or other relief.

////

////

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

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

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	06/30/25
<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name</b>	Spencer Gardner
<b>Contact Email &amp; Phone</b>	<a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a> (x6097)
<b>Council Sponsor(s)</b>	<u>N/A</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Victory Heights PUD Overlay Ordinance
<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	This action does not constitute approval of the plat and only occurs after formal approval of the plat. It is a routine step that adds an overlay zone to the zoning map, which identifies the boundaries of the PUD for City staff and for the public. This item is scheduled for City Council consideration after the scheduled appeal hearing. If the pending appeal results in denial of the plat, there is no action needed. If the pending appeal results in approval, this action can be taken after the hearing in a timely manner.
<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>N/A</u> Current year cost: Subsequent year(s) cost:	
<p><b>Narrative:</b> This action does not constitute approval of the plat and only occurs after formal approval of the plat. It is a routine step that adds an overlay zone to the zoning map, which identifies the boundaries of the PUD for City staff and for the public. This item is scheduled for City Council consideration after the scheduled appeal hearing. If the pending appeal results in denial of the plat, there is no action needed. If the pending appeal results in approval, this action can be taken after the hearing in a timely manner. Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD on March 19, 2025. On May 15, 2025, the Hearing Examiner approved a Planned Unit Development Overlay Zone for said property subject to conditions. An appeal was filed for City Council consideration of the plat decision on May 15. City Council has scheduled hearings for the appeal on July 2 and July 8.</p>	
<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? <a href="#">Click or tap here to enter text.</a>	
<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) – N/A	
What impacts would the proposal have on historically excluded communities? <u>N/A</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

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?

Adoption of this overlay zone is called for under 17G.070.200(D)(5) as part of the process to establish a PUD. If the plat is approved, this change to the zoning map signals to staff and the public that there is a PUD with special approval criteria and development requirements. Because it is a change to the zoning map, formal City Council action is necessary.

ORDINANCE NO. C36719

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 2747 W. THORPE ROAD IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY.

WHEREAS, The Hearing Examiner held a public hearing on March 19, 2025, at the request of the owner of certain property zoned RSF – Residential Single Family (converted to R1 – Residential 1 – in January 2024), and generally located at 2747 W Thorpe Road in the City and County of Spokane, State of Washington, and on May 1, 2025, approved a Planned Unit Development Overlay Zone; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; NOW THEREFORE - - -

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

252542PT OF SW1/4 OF SW1/4 LYG SELY OF THORP RD &W OF LN WHICH MEAS 492.5FT W OF SECOR OF SW1/4 OF SW1/4 TH N AT R/ATO SL OF SEC 25 TO PT OF INTER WITH SWLY LN OF TR CONV TOSPO PORTLAND CEMENT CO BY DEED 486/499 TH N31DEG W ALG SD LN TO PT ON NL OF SW1/4 OF SW1/4 WHICH MEAS 839.9FT E OF NWCOROF SW1/4 OF SW1/4

25-25-42 PTN OF SW1/4 DAF; BEG AT INT OF W SP & S RY R/W LN AND S SEC LN TH W TO PT 492.5FT W OF SE COR OF SW1/4 OF SW1/4 TH N TO INT W/LN RUN S31DEG E FRM PT 839.9FT E OF NWCOR OF SW1/4 OF SW1/4 TH S31DEG E TO WSP & S RY R/W LN TH SLY ALG SD LN TO POB

25-25-42 PTN OF SW1/4 OF SW1/4 BTWN SLY R/W OF SP&S RY AN DLN BEG ON N LN OF SW1/4 OF SW1/4 839.9FT E OF NW COR TH S31DEG E TO INT WITH SLY R/W OF SP & S RY EXC RD

252542PTN OF NW1/4 OF SW1/4 S OF THORP RD &W OF SP&S R/W

25-25-42: PTN SE1/4 OF SW1/4 LYG WLY OF OWR&N CO R/W & S OF 26TH AVE & ELY OF SP&S R/W, INC PTN WLY OF SP&S R/W & NLY OF LN RUN S 31DEG E FROM PT 839.9 FT E OF NW COR OF SW1/4 OF S W1/4

362542PT OF NE1/4 OF NW1/4 W OF SP&S RY R/W

STUDEBAKER ADD L1 TO 24 IN B1 TO 8

35-25-42, PTN OF NE1/4 OF NE1/4: BEG 380 FT S OF N LN OF SEC ON LN DRN FROM NE COR OF SEC TO CTR OF NE 1/4; TH W TO CO RD; TH SWLY ALG CO RD TO N & S CTR LN OF NE1/4; TH S TO CTR OF NE1/4; TH NELY TO POB

35-25-42 PTN OF NE1/4 OF NE1/4 DAF; BEG 293.5FT W & 100FT SOF NE  
COR OF SEC TH S193.5FT TH SWLY 125FT TO A PT 380FT SOF N LN TH W  
TO THORPE RD TH NLY ALG SD RD TO POB EXC RD

352542PT OF NE1/4 OF NE1/4;BEG AT NECOR OF SEC S80R W 80RNELY  
TO POB

352542SE1/4 OF NE1/4

with a Planned Unit Development Overlay Zone.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor


\_\_\_\_\_  
Date

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

# Exhibit A

 Proposed PUD Area

 Parcel

 City of Spokane

Victory Heights PUD Proposal  
Z23-044PPUD

Parcel #

25253.0008

25253.0009

25253.0006

25253.0005

25354.0101

25354.0029

25354.0030

25354.0031

25354.0032

25354.0034

25354.0033

25351.0601

25351.0602

25351.0603

25351.0001

25351.0004

25351.0005

25351.0026

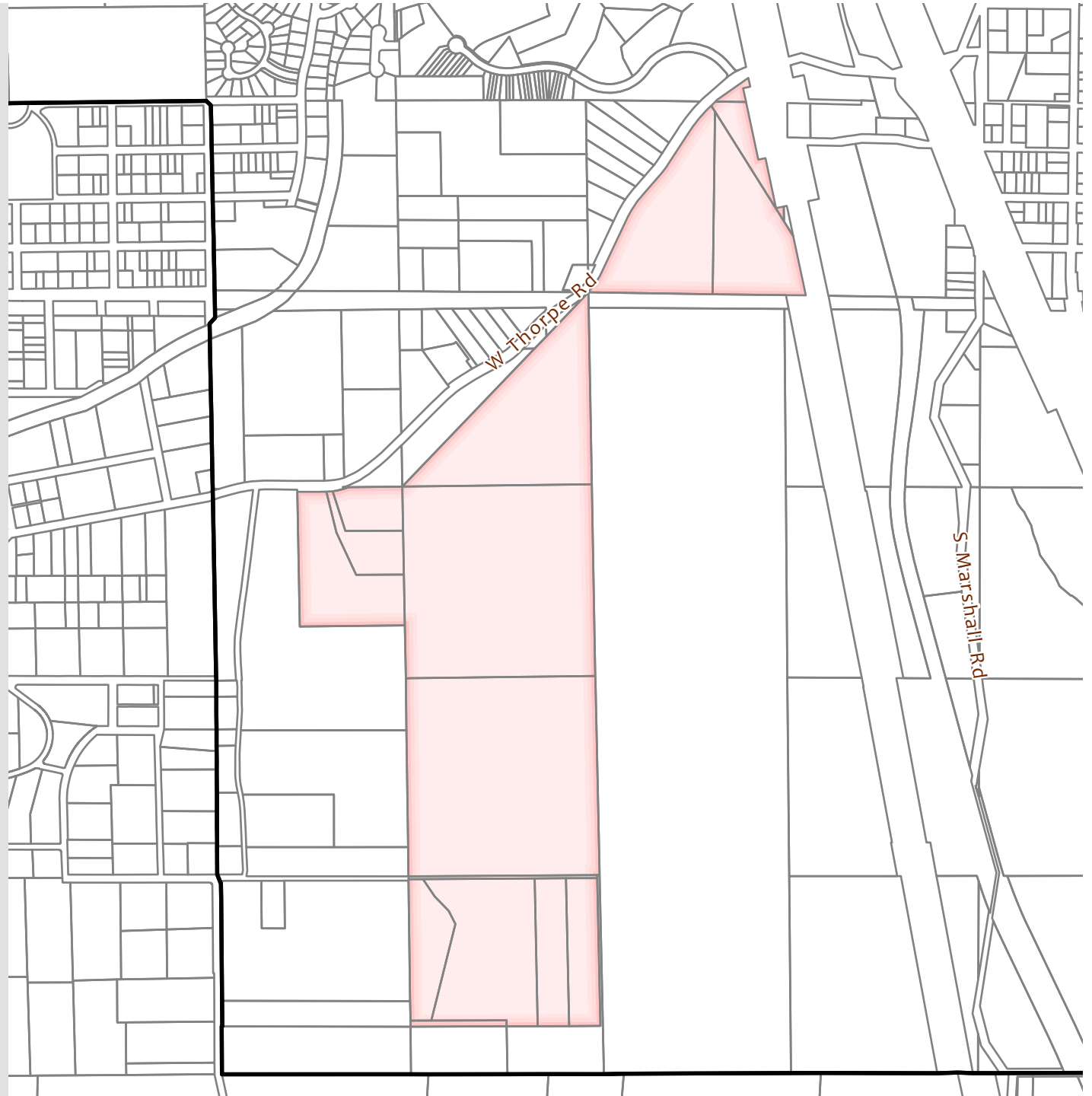


Scale: 1:12,000



6/23/2025

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.



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/7/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

AMANDA BECK X6414

**Requisition #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0750 – MFTE CONDITIONAL AGREEMENT FOR 819 S HATCH ST

**Agenda Wording**

Conditional Multifamily Tax Exemption contract with 819 S HATCH, LLC, for the property located at 819 S Hatch St, to rehab 4 existing units and construct 94 new dwelling units. Following construction the project intends to finalize under the 12yr exemption.

**Summary (Background)**

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Summit Apartments Conditional application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to rehab 4 existing units and create 94 new multifamily units on the property at 819 S Hatch St, within the East Central neighborhood (District 2). The property is zoned RMF, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Market Rate Exemption. This Conditional Agreement authorizes the City 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.

**What impacts would the proposal have on historically excluded communities?**

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

**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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. For projects that finalized under the 12-year exemption, which requires income and rent restrictions, staff collect tenant income certifications as well. Annual reporting ensures projects maintain affordability compliance through the length of the exemption and that only income-qualifying tenants receive the benefit.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
<b>Funding Source Type</b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
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sgardner@spokanecity.org		abeck@spokanecity.org	
amccall@spokanecity.org		eking@spokanecity.org	
smacdonald@spokanecity.org			

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION CONDITIONAL AGREEMENT  
**OPR 2025-0531**

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 819 S HATCH, LLC, as "Owner/Taxpayer" whose business address is 3625 E 16th Ave Spokane, WA 99223.

W I T N E S S E T H:

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

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

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

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

Parcel 35204.0715:

HIGHLAND PARK HARTSONS PTN LTS 1, 3 & 5 BLK 7 & PTN OF VAC SCOTT ST DAF; BEG 157FTS OF NW COR LT 1 & TRUE POB, TH E PARA WITH N LN OF BLK 7220FT, TH N PARA WITH W LN OF SD BLK 62FT, TH E PARA WITH N LN 78.75FT, TH S PARA WITH W LN TO N LN OF BLK 2 OF HIGHLAND PARK ADD, TH W ALG COMMON LN OF HIGHLAND PARK ADD & HIGHLAND PARK HARTSONS TO E R/W LN OF HATCH ST PT ALSO BEING SW COR OF LT 5 BLK 7 OF HIGHLAND PARK HARTSONS, TH N ALG W LN OF SD LT TO TRUE POB

Parcel 35204.0713:

HARTSON'S SUB'D OF BLKS 3 THRU 8 OF HARTSON & TOWNSEND'S HIGHLAND PARK ADD: LOT 6 BLK 7 TOG W/ E 1/2 OF VAC SCOTT ST LYG W OF & ADJ TO PER VAC ORD # C-27218



Parcel 35204.0711:

HARTSON'S SUB'D OF BLKS 3 THRU 8 OF HARTSON & TOWNSEND'S  
HIGHLAND PARK ADD: TR D-E-F OF LOT 4 BLK 7 TOG W/ E 1/2 OF VAC  
SCOTT ST LYG W OF ADJ TO PER VAC ORD # C-27218

Parcel 35204.0710:

HIGHLAND PK HARTSONS TR B-C 4 B7

Assessor's Parcel Number(s) 35204.0715, 35204.0713, 35204.0711,  
35204.0710, commonly known as 819 S Hatch St, 826 S Garfield St, and 820 S Garfield  
St.

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

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

NOW, THEREFORE,

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

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

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

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

(a). The existing residential tenant(s) are to be provided housing of a  
comparable size and quality at a rent level meeting the Washington State definition  
of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable  
housing" as residential housing that is rented by a person or household whose

monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to rehabilitate 4 exiting units and to construct on the site, approximately 94 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

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

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

Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

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

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

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

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF SPOKANE

819 S HATCH, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

City Administrator, Alex Scott

Its: \_\_\_\_\_  
Owner/Taxpayer

Attest:

Approved as to form:

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

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/7/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

AMANDA BECK X6414

**Requisition #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0750 – MFTE CONDITIONAL AGREEMENT FOR 6019 N LACEY ST

**Agenda Wording**

Conditional Multifamily Tax Exemption contract with Kevin Finnerty, for the property located at 6019 N Lacey St, to create 11 dwelling units. Following construction, the project intends to finalize under the 12yr exemption.

**Summary (Background)**

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Lacey Townhomes and Triplex Conditional application meets the project eligibility requirements outlined in SMC 08.15.040 and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 8 fee simple townhomes and one triplex on the property at 6019 N Lacey St, within the Hillyard neighborhood (District 1). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Market Rate Exemption. This Conditional Agreement authorizes the City 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.

**What impacts would the proposal have on historically excluded communities?**

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

**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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. For projects that finalized under the 12-year exemption, which requires income and rent restrictions, staff collect tenant income certifications as well. Annual reporting ensures projects maintain affordability compliance through the length of the exemption and that only income-qualifying tenants receive the benefit.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>			
<b><u>Funding Source Type</u></b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b><u>Expense Occurrence</u></b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
Vadim Smelik, VADIM@KODIAKGENERAL.COM		smacdonald@spokanecity.org	
sgardner@spokanecity.org		abeck@spokanecity.org	
amccall@spokanecity.org		eking@spokanecity.org	
kfinnerty@macarthurco.com			



MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION CONDITIONAL AGREEMENT  
**OPR 2025-0530**

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and KEVIN FINNERTY, as “Owner/Taxpayer” whose business address is 316 E Courtland Ave, Spokane, WA 99212.

W I T N E S S E T H:

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

WHEREAS, the City has, through Chapter 08.15 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:

MORGAN AC PK HILLYARD L8 B27.

Assessor’s Parcel Number(s) 36331.0209, commonly known as 6019 N Lacey St.

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

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

NOW, THEREFORE;

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

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

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

3. The Owner/Taxpayer intends to construct on the site, approximately **11** 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.

4. 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.

5. 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 for 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.

6. 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 5 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.

7. 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 08.15.100 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 multifamily units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as transient lodging (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 08.15.090 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 08.15;
- (c) for affordable multifamily 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.

8. 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 multifamily housing for permanent residential occupancy as defined in SMC 08.15.020 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 multifamily 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.

9. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **twenty-five percent** of the multiple family housing units as affordable housing units to low and moderate-income households. The Owner/Taxpayer will ensure that the units within the twelve-year 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 08.15.090 (D).

10. 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.

11. 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 08.15.

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

13. 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.

14. 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.

15. 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 08.15 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 08.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 08.15 SMC.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF SPOKANE

KEVIN FINNERTY

By: \_\_\_\_\_

By: \_\_\_\_\_

City Administrator, Alex Scott

Owner/Taxpayer

Attest:

Approved as to form:

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

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

**AMENDMENT NO. 4 TO THE INTERLOCAL GOVERNMENT AGREEMENT  
TO CREATE THE EASTERN WASHINGTON AREA AGENCY ON AGING**

**THIS AMENDMENT NO. 4** (“Amendment No. 4 Agreement”) to the Interlocal Government Agreement to Create the Eastern Washington Area Agency on Aging is made and entered into by and among **SPOKANE COUNTY**, having offices for the transaction of business at W. 1116 Broadway, Spokane, Washington 99201; **STEVENS COUNTY**, having offices for the transaction of business at Stevens County Courthouse, Colville, Washington 99114; **WHITMAN COUNTY**, having offices for the transaction of business at the Whitman County Courthouse, Colfax, Washington 99111; **PEND OREILLE COUNTY**, having offices for the transaction of business at the Pend Oreille County Courthouse, Newport, Washington 99156; **FERRY COUNTY**, having offices for the transaction of business at the Ferry County Courthouse, Republic, Washington 99166; and the **CITY OF SPOKANE**, having offices for the transaction of business at 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, and the **CITY OF SPOKANE VALLEY**, having offices for the transaction of business at 10210 E. Sprague Avenue, Spokane Valley, WA 99206, jointly referred to as the **Parties**.

**RECITALS:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Boards of County Commissioners of counties within the State of Washington have the care of their respective county property and the management of their respective funds and business; and

**WHEREAS**, the 1965 Older Americans Act was passed by Congress for the purpose of establishing programs and services for older Americans and required, in conjunction therewith, the establishment of area agencies on aging to provide services and programs for older Americans; and

**WHEREAS**, pursuant to the above legislation, as well as the provisions of chapter 39.34 RCW, in 1978 Ferry County, Pend Oreille County, Spokane County Stevens County, Whitman County and the City of Spokane entered into an Interlocal Agreement termed “Interlocal Government Agreement to Create the Eastern Washington Area Agency on Aging” (“Interlocal Agreement”); and

**WHEREAS**, in 1987, the Parties executed a document entitled “AMENDMENT TO INTERLOCAL GOVERNMENT AGREEMENT TO CREATE THE EASTERN WASHINGTON AREA AGENCY ON AGING” wherein the Parties amended the Interlocal Agreement to reconfigure the prior “Panel on Aging and Advisory Council” into the current “Planning and Management Council;” and

**WHEREAS**, in 1995, the Parties executed a document entitled “AMENDMENT TO THE BY-LAWS AND THE INTERLOCAL AGREEMENT OF THE EASTERN WASHINGTON AREA AGENCY ON AGING” wherein the Parties amended the Interlocal Agreement and bylaws adopted thereunder to change the name of the agency

from “Eastern Washington Area Agency on Aging” to “Aging and Long Term Care of Eastern Washington;” and

WHEREAS, in 2019, the Parties executed a document entitled “AMENDMENT TO THE BY-LAWS AND THE INTERLOCAL AGREEMENT OF THE EASTERN WASHINGTON AREA AGENCY ON AGING” wherein the Parties amended the Interlocal Agreement and bylaws adopted thereunder to add the City of Spokane Valley as a party to the Interlocal Agreement.

WHEREAS, the Interlocal Agreement includes an Article addressing Modification which provides as follows:

**ARTICLE XII. MODIFICATION.** No change or addition of any printed portion of this Agreement shall be valid or binding upon any Party. There shall be no modification of the Agreement, except in writing, executed with the same formalities as this present instrument; and

WHEREAS, the Older Americans Act Final Rule, 45 CFR Part 1321, was updated in 2024, with an October 1, 2025, deadline for compliance. Per § 1321.63(d) the “advisory council shall not operate as a board of directors for the area agency. Individuals may not serve on both the advisory council and the board of directors for the same entity.”

NOW, THEREFORE, for and in consideration of the above referenced recitals which are incorporated herein by reference and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties do agree that the Interlocal Agreement executed in 1978 among the Parties, as amended in 1987, 1995, and 2019 be and is hereby modified as follows:

**MODIFICATION NO. 1: ARTICLE VI. ORGANIZATION** of the Interlocal Agreement shall be modified as follows:

(Underlined bolded language added, lined out bolded language deleted.)

#### **ARTICLE VI. ORGANIZATION.**

A. General Provisions: The Agency is a separate administrative entity organized as a public regional body in accordance with the requirements with the Federal Older Americans Act, as amended. The principal organizational components shall be a Governing Board, and a Planning and Management Council.

B. Governing Board: The Governing Board shall be composed of one representative appointed by each of the Counties to this Agreement; two representatives appointed by the Spokane City Council, one of whom shall be the director or designee of the City’s Community, Housing and Human Services Department or related department; and, one representative appointed by the City of Spokane Valley City Council; ~~and as an ex-officio~~

~~member, the Chairperson of the Planning and Management Council.~~ The Governing Board shall, by a two-thirds (2/3) vote of its membership, adopt and amend the Agency By-Laws. On all other matters, a majority of the total members of the governing Board shall constitute a quorum, and a majority vote of the quorum shall be necessary to take action on any matter coming before the Governing Board. The Governing Board, in addition to adopting and amending the Agency By-Laws, shall have the authority to approve the annual Area Plan on Aging, approve the annual operating budget, adopt personnel policies, adopt Agency operating procedures, appoint an Agency Director, execute agreements and contracts and any other duties as may be established by Agency By-Laws. The Governing Board may select a Chairperson, Vice Chairperson, and other officers. The Chairperson shall be empowered, at times other than open meetings to execute all agreements and contracts which have been negotiated and approved by the Governing Board at open meetings.

C. Planning and Management Council: The Planning and Management Council shall be composed of no less than twenty-seven (27) and no more than thirty-five (35) members. It shall be representative of all counties within the Agency's service area. Further, to facilitate close working relationships among ALTCEW and the parties hereto, seven (7) members of the Council shall be representatives of the units of general purpose local government party to this agreement. Additional composition requirements for the Council, appointment procedures and members' terms of service shall be established in the Agency By-Laws. The Council shall be responsible for performing the following:

- (1) Planning activities, including development of the Area Plan on Aging for PSA #11, and Annual Updates thereon;
- (2) Implement the Area Plan on Aging, once adopted by the ALTCEW Governing Board;
- (3) Represent the interest of older persons;
- ~~(4) Administer the internal affairs of the Agency pursuant to policies and procedures adopted by the Governing Board;~~
- ~~(5)~~ When requested by the Governing Board, recruit and screen all applicants for the position of Agency Director, and refer the most qualified candidates to the Board for consideration;
- ~~(5) Review and recommend to the Board for adoption the Agency's Annual Report concerning its activities;~~
- ~~(7)~~ Make recommendations to the Governing Board on amendments to Agency's By-Laws; and
- ~~(8)~~ Other duties as may be established by the Agency By-Laws.



**BE IT FURTHER AGREED** by the Parties that but for the above MODIFICATION NO. 1 to ARTICLE VI. ORGANIZATION, all other provisions within the Interlocal Agreement executed in 1978 by the Parties, as amended in 1987, 1995, and 2019, shall remain in full force and effect without any change or modification whatsoever.

**BE IT FURTHER AGREED** by the Parties that this Amendment No. 4 may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**BE IT FURTHER AGREED,** by the Parties that the provisions of this Amendment No. 4 Agreement shall be effective as of July 1, 2025.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment No. 4 Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_

FERRY COUNTY

By: \_\_\_\_\_  
Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ferry County  
Clerk of the Board

\_\_\_\_\_  
Prosecuting Attorney

DATED: \_\_\_\_\_

PEND OREILLE COUNTY

By: \_\_\_\_\_  
Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pend Oreille County  
Clerk of the Board

\_\_\_\_\_  
Prosecuting Attorney

DATED: \_\_\_\_\_

SPOKANE COUNTY

By: \_\_\_\_\_  
Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Spokane County  
Clerk of the Board

\_\_\_\_\_  
Prosecuting Attorney

DATED: \_\_\_\_\_

STEVENS COUNTY

By: \_\_\_\_\_  
Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stevens County  
Clerk of the Board

\_\_\_\_\_  
Prosecuting Attorney

DATED: \_\_\_\_\_

WHITMAN COUNTY

By: \_\_\_\_\_  
Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Whitman County  
Clerk of the Board

\_\_\_\_\_  
Prosecuting Attorney

DATED: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor

ATTEST

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Spokane  
Clerk of the City

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

DATED: \_\_\_\_\_

CITY OF SPOKANE VALLEY

By: \_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Spokane Valley  
City Clerk

\_\_\_\_\_  
Office of the City Attorney