

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 26, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of June 26, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2498 245 1576; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, June 26, 2023. You must sign up by 6:00 p.m. to be called on to testify. Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.

- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 26, 2023

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

**(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)**

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|---------|---------------|
| 1. | Set hearing before City Council for July 10, 2023, on Proposed Initiative 2023-4 petition signatures filed on behalf of Brian Hansen, petitioner, regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities.
Terri Pfister | Approve | LGL 2023-0027 |
| 2. | Value Blanket Increase with Galls, LLC for the Spokane Police Department procurement of ballistic body armor utilizing WA State Contract # 03720—\$65,000. (Council Sponsors: Council Members Bingle and Cathcart)
Eric Olsen | Approve | OPR 2021-0550 |
| 3. | Five-Year Value Blanket with Coleman Oil (Lewiston, ID) for the purchase of renewable diesel for Fleet Services using Washington State DES Contract #08721—not to exceed \$2,750,000 per year. (Council Sponsor: Council Member Cathcart)
Rick Giddings | Approve | OPR 2023-0623 |

- 4. Revenue Contract with Fatbeam LLC to permit Fatbeam to use inner-duct in the City's conduits for a 10-year term effective upon both parties' signature, with a 5-year renewal option—Estimated annual revenue of \$120,000. (Deferred from June 5, 2023, Agenda) (Council Sponsor: Council President Beggs)
Michael Sloon Approve OPR 2023-0552
- 5. Contract Amendment/Extension with Insight Global, LLC to provide a contract employee for Network Engineer Support, extending term through December 31, 2023—\$60,800. (Council Sponsor: Council Member Cathcart)
Michael Sloon Approve OPR 2023-0539
- 6. Contract Renewals with: Approve All
 - a. Mitchell Humphrey for annual maintenance & support of City's Financial Management System from July 1, 2023 through June 30, 2024—\$94,170 (plus tax). OPR 2021-0406
 - b. Accela Inc. for annual maintenance and support of the City's Permitting and Licensing Software from July 1, 2023 through June 30, 2025—\$195,842.96 year one and \$208,572.75 year two. OPR 2021-0407(Council Sponsor: Council Member Cathcart)
Michael Sloon
- 7. Contract Extension with JRP Integrated Solutions, LLC (St. John, WA) allowing a consultant to continue to assist with expanding fiber/broadband service & infrastructure to some of Spokane's most vulnerable, high poverty communities—\$75,000 in previously approved ARPA funding. (Council Sponsors: Council President Beggs and Council Member Cathcart)
Steve MacDonald Approve OPR 2023-0248
- 8. Low Bid of Cameron-Reilly, LLC (Spokane, WA) for the Driscoll / Alberta / Cochran Sidewalk Project—\$1,945,231.25. An administrative reserve of \$194,523.13, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Deferred from June 12, 2023, Agenda) (Council Sponsor: Council Member Kinnear)
Dan Buller Approve OPR 2023-0577
- 9. Low Bid of Shamrock Paving, Inc. (Spokane, WA) for the Strong Road Five Mile to Cannon maintenance—\$969,000. An administrative reserve of \$96,900.00, which is 10% of the contract price, will be set aside. (Five Mile Neighborhood) (Council Sponsors: Council Members Kinnear and Bingle) **Dan Buller** Approve OPR 2023-0624
ENG 2022095

- | | | |
|--|----------------|----------------------------|
| 10. Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system—\$88,446.02 annually. (Council Sponsors: Council Members Kinnear and Cathcart)
Brian Schaeffer | Approve | OPR 2017-0356
RFP 13-15 |
| 11. Accept additional funding from the Administrative Office of the Courts to support the Domestic Violence Intervention Therapeutic Court program. Additionally, the grantor approved a re-allocation of estimated grant expenses—\$153,647.84. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Sarah Thompson | Approve | OPR 2023-0037 |
| 12. Amendment and Restated Interlocal Agreement with Spokane County for the Northeast PDA, encompassing property located in the joint planning area. (Council Sponsors: Council Members Cathcart and Bingle)
Amanda Beck | Approve | OPR 2019-0928 |
| 13. Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| a. River City 4, LLC, for the future construction of approximately 4 units, at Parcel Number(s) 35103.1213 and 35103.1212, commonly known as 2901 East Baldwin. (Council Sponsors: Council Members Cathcart and Bingle) | | OPR 2023-0625 |
| b. River City 4, LLC, for the future construction of approximately 4 units, at Parcel Number(s) 35103.1212, commonly known as 1912 North Regal. (Council Sponsors: Council Members Cathcart and Bingle) | | OPR 2023-0626 |
| c. Crandall, Gary L & Pamela M for the future construction of approximately 6 units, at Parcel Number(s) 35212.1917, commonly known as 1427 East 1st Avenue. (Council Sponsors: Council Members Kinnear and Wilkerson) | | OPR 2023-0627 |
| d. 1517 South Grand Blvd, LLC, for the future construction of approximately 6 units, at Parcel Number(s) 35292.2511, commonly known as 1517 South Grand Boulevard. (Council Sponsors: Council Members Kinnear and Wilkerson) | | OPR 2023-0628 |
| e. TZ Kids LLC for the future construction of approximately 4 units, at Parcel Number(s) 35212.1916, commonly known as 1423 East 1st | | OPR 2023-0629 |

Avenue. (Council Sponsors: Council Members Kinnear and Wilkerson)

Teri Stripes

- 14. Approval to utilize Program Year 2021 Annual Action Plan project # Neighborhood Community Development Program and Program Year 2022 AAP project # Neighborhood Community Development Program, CDBG funding allocations, in addition to the 2020 Program year project # Neighborhood Community Development Program—\$8,490,884. (Council Sponsor: Council Member Cathcart) Approve OPR 2023-0630

Jenn Cerededes

- 15. Authorize the fifth and final year of award recommendations from the CHHS Board and CoC Board for public services and housing stability grant funds, including authorization to enter into agreement with various funders and grantees—\$7,059,056. (Council Sponsor: Council Member Cathcart) Approve OPR 2019-0336

Jenn Cerededes

- 16. Amendment/Extension to Agreement with Superior LLC as the sole source provider of CryWolf software that the Police Department uses for administration of the false alarm program—\$440,000 estimated revenue. (Council Sponsor: Council Member Kinnear) Approve OPR 2011-0535

Mike McNab

- 17. Contract Renewal No. 2 of 2 with Frank Gurney, Inc. (Spokane Valley, WA) for needed on-call guardrail repair services—not to exceed \$100,000. (Council Sponsors: Council Members Kinnear and Bingle) Approve OPR 2021-0302

Clint Harris

- 18. Contract Amendment and Renewal with Transmap Corporation (Columbus, OH) to collect automated pavement assessment and sidewalk infill data—\$97,513.93. (Council Sponsors: Council Members Kinnear and Bingle) Approve OPR 2020-0731 RFQ 5319-20

Clint Harris

- 19. Report of the Mayor of pending: Approve .

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

CPR 2023-0002

- b. Payroll claims of previously approved obligations through _____, 2023: \$_____.

CPR 2023-0003

20. City Council Meeting Minutes: _____, 2023.

Approve &
Authorize
Payments

CPR 2023-0013

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0043 (To be considered under Special Considerations Item S1.b.)
- RES 2023-0046 Approving the appointment of Giacobbe Byrd as the Director for the Spokane City Council. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Council President Beggs
- RES 2023-0047 Setting hearing before the City Council for July 31, 2023 for the vacation of Conklin Street south of 8th Ave, as requested by Spokane Housing Authority. (Council Sponsors: Council Members Kinnear and Wilkerson)
Eldon Brown
- RES 2023-0048 Setting hearing before the City Council for July 31, 2023 for the vacation of the alley between 4th & 5th, from Washington to Bernard, as requested by Koz on West 4th, LLC. (Council Sponsors: Council Members Kinnear and Wilkerson)
Eldon Brown
- RES 2023-0049 Approving the appointment of Jessica Stratton as the Director of Management and Budget for the City of Spokane. (Council Sponsors: Council Members Wilkerson and Cathcart)
Tonya Wallace
- ORD C36349 Vacation of the west 3 feet of Conklin Street south of Hartson Avenue, as requested by Harold and Heather Vanderpool. (First Reading held January 9, 2023). (Council Sponsors: Council Members Kinnear and Wilkerson)
Eldon Brown
- ORD C36389 (To be considered under Special Considerations Item S1.a.)
- ORD C36394 Relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations. (Council Sponsors: Council Members Stratton, Cathcart, and Bingle)
Mary Muramatsu
- ORD C36396 Relating to the regulation of illegal activities in public spaces; amending 12.06A.040 of the Spokane Municipal Code, and repealing Chapter 10.76 of the Spokane Municipal Code.
Council President Beggs

ORD C36399 Relating to the regulation of illegal activities in public spaces, and repealing Chapter 10.76 of the Spokane Municipal Code. (Council Sponsors: Council Members Kinnear and Wilkerson)
Council Member Kinnear

FIRST READING ORDINANCES

ORD C36391 Relating to the regulation of short-term rentals; amending Spokane Municipal Code (SMC) Sections 17C.316.010, 17C.316.020, 17C.316.030, 17C.316.040, 17C.316.050, 17C.316.060, and 17C.316.070; and setting an effective date. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Amanda Beck

ORD C36392 Relating to fees on short-term rentals and short-term rental platforms; amending Spokane Municipal Code (SMC) Sections 08.02.034, 08.02.066, and 08.08.010; adopting a new section 08.02.090 to chapter 08.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Amanda Beck

ORD C36400 Relating to parking municipal codes amending SMC sections 08.02.083, 16A.04.100, 16A.05.060, 16A.05.220, 16A.05.280, 16A.05.310, 16A.05.460, 16A.07.040, 16A.07.080; and adding new section 16A.05.155 to chapter 16A.05 of the Spokane Municipal Code and setting an effective date. (Council Sponsors: Council Members Zappone and Kinnear)
Luis Garcia

ORD C36401 Relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code Sections 08.07C.030 and 08.07C.050. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Nicolette Ocheltree

ORD C36402 An ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Stratton)
Alex Gibilisco

ORD C36403 Establishing the motto of the City of Spokane and adopting a new section SMC 01.03.030. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Alex Gibilisco

ORD C36404 Adopting policy standards for broadband infrastructure expansion. (Council Sponsors: Council President Beggs and Council Member Cathcart)
Erik Poulson

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | |
|--|--|
| <p>S1.a. Final Reading Ordinance C36389 submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter. (Council Sponsors: Council Members Cathcart and Bingle) (Deferred from June 12, 2023, Agenda)
Council Member Cathcart</p> | <p>Pass Upon ORD C36389
Roll Call
Vote</p> |
| <p>b. Resolution 2023-0043 requesting the Spokane County Auditor to hold a special election in conjunction with the scheduled general election on November 7, 2023, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process. (Council Sponsors: Council Members Cathcart and Bingle) (Deferred from June 12, 2023, Agenda)
Council Member Cathcart</p> | <p>Adopt RES 2023-0043
Upon Roll
Call Vote</p> |

NO HEARINGS

Motion to Approve Advance Agenda for June 26, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The June 26, 2023, Regular Legislative Session of the City Council is adjourned to July 10, 2023.

Note: The regularly scheduled City Council meeting for Monday, July 3, 2023, has been canceled due to the recognized observance of the July 4th holiday.)

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal

Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	6/14/2023
Clerk's File #	LGL 2023-0027
Renews #	

Submitting Dept	CITY CLERK	Cross Ref #	INITIATIVE 2023-4
Contact Name/Phone	TERRI PFISTER 625-6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 - INITIATIVE 2023-4 PETITION SIGNATURES		

Agenda Wording

Set hearing before City Council for July 10, 2023, on Proposed Initiative 2023-4 petition signatures filed on behalf of Brian Hansen, petitioner, regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities.

Summary (Background)

On June 12, 2023, a representative of the petitioner of Initiative 2023-4 filed with the City Clerk's Office petitions bearing approximately _____ signatures. This constitutes ____ percent of the votes cast (52,475) at the last general municipal election (held November 2, 2021). Five percent, or 2,624 signatures are required for placement on the next general municipal election ballot (November 7, 2023). The signatures have not been validated.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session\Other	
Division Director		Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	mpiccolo@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Pursuant to SMC 2.02.080 and Section 84 of the City Charter, at the hearing on the petition, the City Council determines whether to: 1. grant the petition and pass the measure as requested; 2. accept the petition but decline to pass the measure as requested and direct the city clerk to validate the signatures; or 3. to propose an alternative measure to either be adopted by the city council or submitted to the voters on the city council's own motion.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE
INITIATIVE NO. 2023-4

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Ordinance, known as Initiative No. 2023 - ____, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Ordinance amendment shall appear as the following proposition:

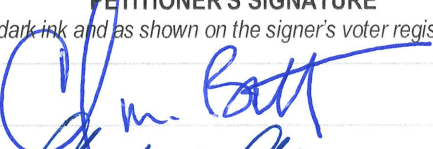


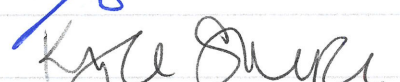
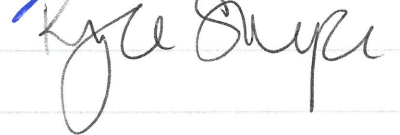
BALLOT TITLE
INITIATIVE PROHIBITING ENCAMPMENTS NEAR SCHOOLS, PARKS, PLAYGROUNDS, & CHILD CARE FACILITIES.

The Spokane Municipal Code prohibits camping underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct and within three blocks of any congregate shelter. This measure amends SMC 12.02.1010 A. 3, to extend the prohibition on unauthorized camping to within 1,000 feet of any public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

Shall the Spokane Municipal Code be amended to prohibit encampments within 1,000 feet of any public or private school, public park, playground, or licensed child care facility?
 YES NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Ordinance is printed on the reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE <i>(in dark ink and as shown on the signer's voter registration)</i>	PRINTED NAME <i>(legibly in dark ink)</i>	ADDRESS WHERE REGISTERED TO VOTE			
		Street Address	City	State	Zip
	Chris Batten	2307 E. South Alham Blvd	Spokane WA	99201	
	Audry Agnew	3607 E 33rd Ave	Spokane WA	99223	
	Sterling Oakland	1405 E 35th Ave	Spokane WA	99203	
	Troy Batten	2307 E South Alham Blvd	Spokane WA	99201	
	Kyle Strampe	1210 E 15th Ave	Spokane WA	99203	

RECEIVED
JUN 12 2023
CITY CLERK'S OFFICE

Petitioner: Brian Hansen, 8603 N Upper Mayes Ln, Spokane, WA 99208, (770) 680-6518; initiative2023.3@gmail.com
Signature-gathering firm: Groundgame Political Solutions, LLC, 217 E Capitol Ave, Jefferson City, Missouri 65101, (573) 415-8234;
City Business Registration No. 604951621-001-0001

SUMMARY OF MEASURE

THE LAW AS IT CURRENTLY EXISTS:
The Spokane Municipal Code currently prohibits camping underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct and within three blocks of any congregate shelter.

THE EFFECT OF THE PROPOSAL, IF APPROVED:
This measure amends the Spokane Municipal Code Section 12.02.1010A.3. by creating a new subsection 12.02.1010A.3.c. This ordinance amendment would make it unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments within 1,000 feet of any public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

RECEIVED 5

JUN 12 2023

CITY CLERK'S OFFICE

DECLARATION OF SIGNATURE GATHERER

I, John Estey, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. *(Signature)* John Estey *(Date)* 6/12/2023

AN ORDINANCE TO PROHIBIT ENCAMPMENTS WITHIN ONE THOUSAND (1000) FEET OF A PUBLIC OR PRIVATE SCHOOL, PUBLIC PARK, PLAYGROUND OR LICENSED CHILD CARE FACILITY

WHEREAS, the citizens of the City of Spokane recognize the need to protect schools, parks, playgrounds and child care facilities and have previously enacted laws to create protective areas around areas where children gather; and

WHEREAS, minor children are particularly vulnerable when they walk to and from schools, parks and playgrounds and deserve a safe environment when doing so; and

WHEREAS, Spokane has experienced criminal and traumatic acts in the presence and plain view of children near existing encampments; and

WHEREAS, the citizens of Spokane desire to act to keep the children of their City safe and provide law enforcement and the prosecutor lawful ordinances to enforce to keep schools, parks, playgrounds, and child care facilities safe.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That Section 12.02.1010 of Title 12 of the Spokane Municipal Code is amended to read as follows:

12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.
3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and
 - b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
 - c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

B. Penalty

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

C. Enforcement

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

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. Submission to the Voters. This City ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. If approved by the electors, this city ordinance amendment shall take effect and be in full force upon issuance of the certificate of election by the Spokane County Auditor's Office.

**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd

6/6/2023

Clerk's File #

OPR 2021-0550

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

ERIC OLSEN 835-4505

Project #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #**Agenda Item Name**

0680-INCREASE TO POLICE BALLISTIC BODY ARMOR

Agenda Wording

Increase to value blanket with Galls, LLC for the Spokane Police Department procurement of ballistic body armor utilizing WA State Contract # 03720.

Summary (Background)

Ballistic Body Armor is essential gear for police officers and is issued to all new officers along with required replacement every 5 years due to expiration. An additional \$65,000 is requested to allow continued procurement through the contract end date of July 31st, 2023. Total authorized under this value blanket would increase to \$275,000 over the two-year agreement.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 65,000

0680-11410-21250-53205-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

LUNDGREN, JUSTIN

Study Session\Other

PSCHC 06/05

Division Director

LUNDGREN, JUSTIN

Council Sponsor

CM Bingle & Cathcart

Finance

SCHMITT, KEVIN

Distribution List**Legal**HARRINGTON,
MARGARET

spdfinance

For the Mayor

PERKINS, JOHNNIE

eolsen

Additional Approvals**Purchasing**



Contract Summary

Body Armor and Ballistic-Resistant Protective Products

Contract #: 03720

Replaces: [07115](#)

Contract Type: COOPERATIVE

This is a NASPO ValuePoint contract led by the state of Colorado to provide personal body armor. The state of Washington has signed participating addendums to use this contract. Customers have the option of utilizing any of the awarded vendors listed below. Please note that pricing varies between vendors. Customers should utilize the vendor that best meets their needs.

Available on Contract:

Ballistic-resistant Vest (including carrier):

Handgun protection, Level II, male/neutral and female

Handgun protection, Level IIA, male/neutral and female

Handgun protection, Level IIIA, male/neutral and female

Ballistic-resistant Rifle Plates (including carrier):

Rifle protection, Level III, male/neutral

Rifle protection, Level IV, male/neutral

Ballistic-resistant Stand-alone Plate:

Rifle protection, Level III, male/neutral

Rifle protection, Level IV, male/neutral

In Conjunction With Armor (including carrier):

Rifle protection, Level III, male/neutral

Rifle protection, Level IV, male/neutral

Stab-resistant Vest (including carrier):

Spike protection, 1/Spike, neutral

Spike protection, 2/Spike, neutral

Spike protection, 3/Spike, neutral

Combination Vest (including carrier):

Handgun/spike, Level II – 2/Spike, neutral

Handgun/spike, Level IIIA– 2/Spike, neutral

Handgun/spike, Level IIA – 3/Spike, neutral

Handgun/spike, Level II – 3/Spike, neutral

Handgun-spike protection, Level IIIA-3/Spike, male/neutral

K-9 vest: Handgun protection, Level II

K-9 Vest: Handgun protection, Level IIIA

Helmet: Handgun protection, Level IIIA

Ballistic Shields: Handgun protection, Level IIIA

Non-market basket items: Trauma Pack, Trauma Plate, Insert, Protector (groin, shoulder, throat, etc.), Carriers, Pouches, Replacement Vest Straps, ID Patches, Carry Bags, Face Shields, Helmet Accessories, Shield LED Lights, Shield Accessories, Other Accessories

Effective Date: 03-15-2021

Est. Annual Worth: \$2,500,000

Current Term Ends On: 11-20-2022

Final Term Ends On: 11-20-2025

Commodity Code(s):

Diversity: 0% WBE 0% MBE

of Bids Received: 17

Contact Info:

Team D

☎ (360) 407-2215

✉ DESContractsTeamCedar@des.wa.gov

Secondary Contact Info:

Vacant

☎ () -

✉

Who Can Use This Contract?

- [Organizations with Master Contract Usage Agreements](#)
- [MCUA Customer Communication Profile](#)

- Angel Armor Pricing & Distributors
- Armor Express Pricing & Distributors
- Galvion Ballistics Pricing & Distributors
- GH Armor Pricing & Distributors
- HighCom Armor Solutions Pricing & Distributors
- Midwest Armor Pricing & Ordering
- Onyx Armor Pricing & Distributors
- Point Blank Enterprises Pricing & Distributors
- Safariland Pricing & Distributors
- Survival Armor Pricing & Ordering
- United Shield Pricing & Distributors
- Original Solicitation Documents

This Contract has no Resource Documents










Showing 1 to 9 of 9 Vendors

All ▾ Vendors Per Page.

Search Vendors:

GH ARMOR SYSTEMS INC.	w20584					
SURVIVAL ARMOR, INC	w21063					
SAFARILAND, LLC	w23137					
POINT BLANK ENTERPRISES	w23676					
CENTRAL LAKE ARMOR EXPRESS, INC.	w23711					
ANGEL ARMOR, LLC	w66720					
MIDWEST ARMOR INC	w81289					
UNITED SHIELD INTERNATIONAL, LLC	w85752					
ONYX PROTECTIVE GROUP INC	w85759					

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned


-  = Veteran Owned
-  = Small Business
-  = [Contract w/ Green Recycled Content](#)
-  = [*Preference Executive Order 18-03](#)
-  = [*Preference Electronic Products Purchasing](#)
-  = [*Preference Hydrofluorocarbons Products Purchasing](#)
-  = [*Preference Nonmercury-Added Products Purchasing](#)
-  = [*Preference Polychlorinated Biphenyls \(PCBs\) Purchasing](#)
-  = Newly Added Icon.

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

 [Find a Contracts Specialist](#)



Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Ballistic Body Armor with Galls, LLC
Date:	07/20/2021
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	CM Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Ballistic Body Armor is essential gear for police officers and in line with normal operating budget policies and procedures.
Strategic Initiative:	
Deadline:	August 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve value blanket order for Ballistic Body Armor.
Background/History: Spokane Police Department currently utilizes WA State Contract #03720 for the purchase of Ballistic Body Armor from Galls, LLC using a Value Blanket Order. The Value Blanket Order is expiring July 30, 2021. A new Value Blanket Order is necessary for continued supply of Ballistic Body Armor. New Value Blanket Order will also utilize WA State Contract #03720.	
Executive Summary: <ul style="list-style-type: none"> • <i>The Value Blanket term will be August 1, 2021 through July 31, 2024.</i> • <i>Total estimated amount for three-year term will be \$ 315,000.00</i> • <i>This includes Ballistic Body Armor, external Body Armor carriers and accessories and takes into consideration the replacement of expiring Ballistic Body Armor and potential new hires over the next 3 years.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/6/2023
Clerk's File #	OPR 2023-0623
Renews #	
Cross Ref #	
Project #	
Bid #	DES CONTRACT #08721
Requisition #	VALUE BLANKET ORDER

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF RENEWABLE DIESEL

Agenda Wording

Fleet Services is seeking approval of a five (5) year Value Blanket with Coleman Oil of Lewiston Idaho for the purchase of renewable diesel using Washington State DES Contract #08721. Yearly expenditure is not to exceed \$2,750,000 per year.

Summary (Background)

Per gallon purchases of renewable diesel will offset traditional petroleum diesel purchases on a one-to-one basis so overall budgetary impact is neutral

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Expense	\$ 2,750,000.	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	Public Safety - 6/5/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	tprince	
For the Mayor	PERKINS, JOHNNIE	rgiddings	
Additional Approvals		atrussell	
Purchasing	PRINCE, THEA	fleetservicesaccounting@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100- Value Blanket Order with Coleman Oil for Renewable Diesel
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services is seeking approval of a five (5) year Value Blanket with Coleman Oil of Lewiston Idaho for the purchase of renewable diesel using Washington State DES Contract #08721. Yearly expenditure is not to exceed \$2,750,000 per year. Per gallon purchases of renewable diesel will offset traditional petroleum diesel purchases on a one-to-one basis so overall budgetary impact is neutral.
Proposed Council Action	Approve Value Blanket Order
Fiscal Impact Total Cost: <u>2,750,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Services Fuel Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Neutral Budget Impact.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data concerning vehicle emissions, cost, and maintenance effects of using renewables will be collected by Fleet Services for future analysis.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with SMC 7.6.175A and the Sustainability Action Plan.	

**Agenda Sheet for City Council Meeting of:**

06/05/2023

Date Rec'd	5/22/2023
Clerk's File #	OPR 2023-0552
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 - FATBEAM INNERDUCT USE AGREEMENT

Agenda Wording

Revenue contract with Fatbeam LLC. COS will permit Fatbeam to use inner-duct in the City's conduits. Contract will be for a 10 yr term effective upon both parties' signature, with a 5 yr renewal option. Estimated annual revenue of \$120,000 annually.

Summary (Background)

Fatbeam is a fiber provider in the Spokane market that will be leasing fiber conduit resources from the City. Fatbeam was selected as the internet service provider for SPS District 81 & contacted us to lease City owned fiber inner-duct. The partnership with Fatbeam provides a resource we will use to help expand our broadband efforts in the region. The annual revenue is based on the inner-duct rates we have for all telecommunication carriers that choose to lease our fiber inner-duct resources.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ est \$120,000

Select \$

Select \$

Select \$

Budget Account

5310-73100-99999-34319

#

#

#

Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	BUSTOS, KIM
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Suspension of Rules
Council Sponsor	CP Beggs

Additional Approvals

Purchasing	NECHANICKY, JASON

Distribution List

Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org
Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org
IT - itadmin@spokanecity.org; ywang@spokanecity.org
Tax & Licenses
Jason Koenders - jason.koenders@fatbeam.com

INNERDUCT USE AGREEMENT

THIS INNERDUCT USE AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2023 (the "Effective Date"), between **Fatbeam LLC.**, a Washington corporation (the "Grantee"), and **City of Spokane, Washington** a municipal corporation ("Grantor").

WHEREAS, Grantor owns or controls certain conduits; and

WHEREAS, Grantor will permit Grantee to use innerduct in its conduits in accordance with the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. ACCESS TO CITY CONDUIT; BANK OF AVAILABLE CONDUIT/ INNERDUCT

Innerduct Installation into City Conduit. Pursuant to the terms and conditions of this Agreement, Grantor will grant to Grantee a right of use one innerduct access to the Grantor's conduit which is a nontransferable use of innerduct within conduit and/or innerduct as more fully described in Exhibit A.

2. TERM; FEES

A. Term. This Agreement shall become effective upon the parties' signature and shall be for a (10) ten-year term. The parties may agree to negotiate a one time (5) five-year renewal term. Grantee may increase, if available, or decrease leased footage, as required, during the course of the agreement.

B. FEES:

- (1) For Innerduct installed on all Grantor's bridges, highway crossings, and railroad crossings, Grantor will charge the Grantee \$5.00 per foot with a 2.9% annual increase for the term of this agreement.
- (2) For all other innerduct owned by the Grantor, Grantor will charge the Grantee \$3.75 per foot with a 2.9% annual increase for the term of this agreement.
- (3) Non-crossing leases will be subject to volume discounts as detailed in Exhibit B. This discount does not apply to highway, railroad, or bridge crossing rates.
- (4) Changes to Grantee's leased footage totals will be evaluated by the Grantor on an annual basis.
- (5) Any increase or decrease of Grantee's leased footage shall follow the normal permitting process for work in the Right of Way. Grantor will accept the Grantee's permit request showing increase or decrease in leased footage as formal notification of changes. Permit issuance date will be used as the official date of change to the leased footage. Prorated billing amounts will be based on whole months and will start with the first full month after the permit issuance date.
- (6) Increases in Grantee's leased footage will be charged a prorated amount for the remainder of the calendar year based on permit date. These additions will be calculated at the current discount rate and will be applied to the Grantee's following year's lease fees. Increases in leased footage will not impact that rate until the Grantor annual evaluation of leased

- footage. Increases in leased footage will be applied to the Grantee's following year's leased footage and may impact volume discounts as detailed in Exhibit B.
- (7) Decreases in Grantee's leased footage will be credited to the Grantee at a prorated amount for the remainder of the year based on the permit date. These credits will be calculated at the current lease rate and will be applied to the Grantee's following year's lease fees. Decreases in leased footage will not impact that rate until the Grantor annual evaluation of leased footage. Decreases in leased footage will be applied to the Grantee's following year's leased footage total and may impact volume discounts as detailed in Exhibit B.
- (8) Any increases in leased footage during the final year of the agreement, with no signed extensions in place, will be negotiated directly between Grantor and Grantee. Decreases to Grantee's leased footage in the final year of the contract with no intent to extend the contract will not be subject to prorated credits to the Grantee.

3. MAINTENANCE AND REPAIR OBLIGATIONS; RELOCATION; INSTALLATION OF INNERDUCT

- A. All routine maintenance and repair of the Grantor's Conduit shall be performed by Grantor, in accordance with Exhibit A hereto, at Grantor's sole expense.
- B. If, after the Acceptance Date, Grantor is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals, (iii) by any other person having the legal right or authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of force majeure event, to relocate the Grantor's Conduit or any portion thereof, such relocation shall be at Grantor's sole expense. The Grantor is responsible for the cost to move the Conduit and the Grantee is responsible for the cost to pull the new Innerduct or fiber.
- C. "Fiber Affecting Condition" shall mean any damage to or failure of the Grantor Conduit/Innerduct that interrupts Grantee's ability to transmit light on any fiber residing in the Grantor Conduit/ Innerduct. A Fiber Affecting Condition begins when Grantor is notified or becomes aware of an interruption, whichever first occurs. A Fiber Affecting Condition continues until the interrupted Grantor's Conduit is again available to Grantee. Grantor shall use commercially reasonable efforts to complete repairs and terminate the Fiber Affecting Condition as soon as reasonably practicable under the circumstances. Such repairs may be temporary, and Grantor's Conduit may not perform properly until permanent repair work has been completed. Notwithstanding the foregoing, in the event of a temporary repair such a repair will be sufficient such that Grantee's use of the facilities is not impaired in any material way. The City will use best efforts to repair any damage to the Grantor's Conduit or Grantee's Innerduct or fiber.

4. GRANTEE RIGHTS / USE OF FACILITIES

- A. Grantee shall use the Grantor's Conduit for the one innerduct per conduit for providing fiber for telecommunications services to Grantee customers. The Grantee cannot sell or lease Innerduct to another Telecommunications company.

B. Grantee shall not use the Grantor's Conduit/Innerduct in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Grantor Conduit.

C. Grantee shall have the right to install and maintain fiber, within one innerduct, in the Grantor's Conduit based on pre-approved availability of innerduct. In addition, Grantee shall have the right to interconnect, splice, extend or otherwise attach to/from the Grantor Conduit/ Innerduct at any existing vault, manhole, handhole or other existing access point via a pass-through fiber connection from Grantee's own vault. Grantee will not be allowed access to any Grantor's vault, manhole, handhole, or access point without a city staff escort.

5. TITLE

All right, title, and interest in the Grantor Conduit and any other equipment or facility of Grantor shall, at all times, remain exclusively with Grantor. All right, title, and interest in the fiber placed within the Grantor Conduit by Grantee and any other equipment or facility of Grantee shall, at all times, remain exclusively with Grantee.

6. LIENS AND ENCUMBRANCES

Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other.

7. INDEMNIFICATION; LIMITATIONS OF LIABILITY

A. Each Party shall indemnify and hold harmless the other Party and its respective officers, agents and employees from and against all third-party claims, damages, losses, liabilities, and costs arising from its acts or omissions pursuant to this Agreement including without limitation attorney fees and cost.

B. Grantee shall indemnify and hold harmless Grantor and its respective officers, agents and employees from and against all claims, damages, losses, liabilities and costs arising from Grantor's failure to obtain and maintain required private rights respecting the Grantor's Conduit/Innerduct.

C. Grantee's sole and exclusive remedies for breach or non-performance of this Agreement by Grantor shall be re-performance and/or repair or replacement by Grantor of any defective services, or of any defective equipment provided in connection with the services. Neither Party will in any event be liable for

special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Grantor's Conduit. Each party's liability for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages. The Grantor shall not be liable for any damages involving the repair or replacement by Grantor's Conduit to all of Grantee's customers.

8. GRANTEE RESPONSIBILITIES

Grantee shall be responsible for obtaining and maintaining any government authorizations, approvals and other required rights required for Grantee's use of the Grantor Conduit/Innerduct provided that Grantor shall cooperate with Grantee in such efforts as reasonably required. Grantee shall be solely responsible for the purchase, installation and maintenance of all fiber optic cables and other equipment required by Grantee to interconnect with the Grantor Conduit/Innerduct. Grantee shall pay for all costs related to the installation of all fiber cables to be used by Grantee that will traverse through the Grantor Conduit/Innerduct.

9. NOTICES

All notices, demands, requests or other communications given under this Agreement shall be (i) in writing, (ii) effective on the first business day following the date of receipt, and (iii) be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service or by computer email (followed by confirmation on the same or following day by overnight delivery or by mail as aforesaid) to the address set forth below or as may subsequently in writing be requested.

If to Grantor:

City of Spokane
City ITSD Director
808 West Spokane Falls Blvd
Spokane, WA 99201-3326

If to the Grantee:

Fatbeam LLC.
2065 West Riverstone Drive
Coeur d 'Alene, ID 83814

10. DEFAULT AND TERMINATION

10.1 Event of Default. Any of the following shall constitute an event of default: (a) Grantee fails to pay any undisputed amount owed to Grantor within sixty (60) days after its due date; (b) Grantor fails to perform or observe any other representation, warranty, covenant, condition or term within this Agreement and fails to cure such breach within thirty (30) days after written notice from Grantee; (c) any representation or warranty made by Grantor hereunder or in any other instrument provided to Grantee by Grantor proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Grantee; (e) Grantee becomes insolvent or fails generally to pay its debts as they become due; (f) Grantee voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Grantor fails to observe or perform any of its representations, warranties, and/or obligations with Grantee and fails to cure such breach within thirty (30) days after written notice.

10.2 Remedies. In the event of a default by either Party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Washington law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to its choice of law principles.

12. ASSIGNMENT

Except to a Fatbeam affiliate company, neither party may, without the other parties' written notice, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part.

13. RELATIONSHIP OF THE PARTIES

The relationship between Grantee and Grantor shall not be that of partners, agents or joint ventures for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them. Grantee and Grantor shall report and pay, or cause to be reported and paid, in a timely manner (i) all wages, salary, health and welfare benefits, social security, unemployment and workers' compensation to which its employees and agents are entitled and (ii) all applicable federal, state and local employment taxes required to be withheld or paid with respect to all compensation paid to its employees and agents. Grantee may not use the name, logo, or emblem of Grantor's, or any of its schools or affiliates in any brochure, publication, or advertisement, without first obtaining Grantor's prior written consent in each instance. Grantor acknowledges that immediate, extensive, and irreparable damage will result if this provision is not specifically enforced. Therefore, in addition to, and not in limitation of, any other remedy available to Grantee, Grantor may enforce the foregoing provision in judicial proceedings by a decree of specific performance and appropriate injunctive relief as may be applied for and granted in connection with such enforcement.

14. FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, strikes, lockouts, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control and not caused by the fault or negligence of the party claiming force majeure. The required time for performance hereunder by the party claiming force majeure shall be extended to account for any such force majeure event and the party claiming force majeure shall use diligence/best efforts to resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Fatbeam LLC

City of Spokane, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

REPAIR & MAINTENANCE

1. **REPAIR & MAINTENANCE:**

Grantor shall keep the Grantee-occupied Conduit maintained at least to the level of repair as existed on the Effective Date of this Agreement, reasonable wear and tear excepted on a best-effort basis.

Grantor will be available to perform conduit maintenance and repair around the clock, on a twenty-four (24) hour per day, seven (7) days per week on a best-effort basis. Grantor has an established call out center to oversee and coordinate emergency maintenance activities. The call out center shall be equipped to receive Grantee calls twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year.

In the event of a Grantor Conduit failure, Grantee will notify Grantor at the Grantor's call out center and the Grantor's dispatch will contact the Grantor manager and inform him/her of the situation. Grantor will make best-efforts to contact Grantee within sixty (60) minutes. The Grantor manager will contact appropriate maintenance personnel and implement a detailed plan for restoration on a best-effort basis.

2. **STANDARD MAINTENANCE:**

Grantor shall perform routine and preventative maintenance for all Grantor Conduit and Innerduct on a best-effort basis.

3. NONSTANDARD MAINTENANCE:

Any Grantee request for nonstandard maintenance shall be charged to Grantee at Grantor's rate schedule at time of occurrence. Grantor and Grantee shall mutually agree to such costs prior to the initiation of the relevant work. Either Party may terminate the Agreement if the Parties can't agree on such non-standard maintenance costs, and use of the Grantee Conduit/Innerduct is or will be impaired without such maintenance.

EXHIBIT B

Volume Discount - 6.67% per 25,000 ft leased.

1 ft to 24,999 ft - \$3.75/ft

25,000 ft to 49,999 ft - \$3.50/ft

50,000 ft to 74,999 ft - \$3.27/ft

75,000 ft to 99,999 ft - \$3.05/ft

100,000 ft and above - \$2.85/ft

EXHIBIT C

Insert Grantee Conduit



< Business Lookup

License Information:

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

Entity name: FATBEAM, LLC

Business name: FATBEAM, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-029-258

Business ID: 001

Location ID: 0002

Location: Active

Location address: 2065 W RIVERSTONE DR
STE 202
COEUR D ALENE ID 83814-5699

Mailing address: 2065 W RIVERSTONE DR
STE 202
COEUR D ALENE ID 83814-5699

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

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

< Page 2 of 3 >

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Olympia General Business - Non-Resident	37262			Active	Jul-31-2023	Jan-03-2019
Pacific General Business - Non-Resident	5968			Active	Jul-31-2023	Oct-27-2021
Pasco General Business - Non-Resident	25242			Active	Jul-31-2023	Jun-20-2014
Poulsbo General Business - Non-Resident				Active	Jul-31-2023	Aug-07-2018
Rockford General Business - Non-Resident				Active	Jul-31-2023	Aug-09-2018
Shelton General Business - Non-Resident	0061430			Active	Jul-31-2023	Jan-04-2019



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
South Bend General Business - Non-Resident	20-374			Active	Jul-31-2023	Apr-29-2020
Spokane Valley General Business - Non-Resident				Active	Jul-31-2023	Apr-17-2015
Sultan General Business - Non-Resident				Active	May-31-2023	Jun-10-2022
Sumner General Business - Non-Resident				Active	May-31-2023	Jun-01-2022
Sunnyside General Business - Non-Resident				Active	Jul-31-2023	Nov-01-2017
University Place General Business - Non-Resident				Active	May-31-2023	May-24-2022
Walla Walla General Business - Non-Resident				Active	Jul-31-2023	Apr-11-2019
Warden General Business - Non-Resident				Active	Sep-30-2023	Sep-30-2022
Westport General Business - Non-Resident	7207			Active	Jul-31-2023	Apr-14-2021

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

Governing people	Title
FATBEAM HOLDINGS LLC	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/18/2023 12:43:06 PM

[Contact us](#)

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[Check if your browser is supported](#)





Agenda Sheet for City Council Meeting of:

06/26/2023

<u>Date Rec'd</u>	6/12/2023
<u>Clerk's File #</u>	OPR 2023-0539
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	OMNIA
<u>Requisition #</u>	CR# 25084

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 INSIGHT GLOBAL STAFFING FOR FIBER RESOURCE

Agenda Wording
 Amendment to OPR 2023-0539 w/ Insight Global who provides a contract employee, Network Engineer, extending term through December 31, 2023 & adding \$60,800. Company was selected via interlocal agreement w/ OMNIA, via purchasing agreement# 202100305.

Summary (Background)
 City of Spokane has an extensive conduit & fiber infrastructure. This contract will provide staff augmentation for two strategic initiatives:(1) Generate greater fiber map documentation detail to support the regional Spokane Broadband Action Team's goal to increase digital access and (2) Manage a conduit and fiber installation project. ITSD currently only has one fiber FTE & these projects have unmovable deadlines that potentially may not be achievable without adding this temporary resource.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 60,800.00	# 5310-73100-94180-56305
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>	6/12/23 Urban Experience
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>	CM Cathcart
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
<u>Additional Approvals</u>		Legal - mharrington@spokanecity.org	
<u>Purchasing</u>	NECHANICKY, JASON	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Insight Global - Rebecca.Statler@insightglobal.com	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 06/12/23
Agenda Item Name	5300 – Insight Global Staffing for Fiber Resource
Summary (Background)	<p>The City of Spokane has an extensive conduit and fiber infrastructure. This contract will provide staff augmentation for two strategic initiatives: (1) Generate greater fiber map documentation detail to support the regional Spokane Broadband Action Team’s goal to increase digital access and (2) Manage a conduit and fiber installation project. ITSD currently only has one fiber FTE and these projects have unmovable deadlines that potentially may not be achievable without adding this temporary resource.</p> <p>Amendment to OPR 2023-0539 with Insight Global extending the term through December 31, 2023 and adding \$60,800.00. Insight Global will be providing Temporary Services, Contract Employee – Network Engineer. Company was selected via interlocal agreement with OMNIA, via Purchasing Agreement #2021003051. Previously contracted amount of \$30,400.00.</p>
Proposed Council Action & Date:	Pass Council June 26, 2023
<p>Fiscal Impact: \$60,800.00 Total Cost: \$60,800.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: 5310-73100-94180-56305</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Conduit and fiber installation project creates potential future lease opportunities.</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
The City of Spokane conduit and fiber infrastructure can be leveraged to provide internet and other digital access to underserved 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?	
Not Applicable	

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

Not Applicable

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

This proposal addresses multiple policies including social health, economic development, capital improvements, neighborhood development and more by continuing to build and improve our fiber network infrastructure, services and regional partnerships.



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: **TEMPORARY SERVICES
CONTRACT EMPLOYEE**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INSIGHT GLOBAL, LLC**, whose Spokane address is 1100 West Idaho Street, Boise, Idaho 834702 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Network Engineer Support to be performed by Jeremy Zimmerman as a Temporary Services Contract Employee; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 24, 2023 and May 31, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on July 1, 2023 and shall run through December 31, 2023.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

This contract will provide staff augmentation for two strategic initiatives: (1) Generate greater fiber map documentation detail to support the regional Spokane Broadband Action Team’s goal to increase digital access and (2) Manage a conduit and fiber installation project.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$60,800.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under

this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

INSIGHT GLOBAL, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 12, 2023

Unified Business ID #: 602729375

Business ID #: 001

Location: 0001

Expires: May 31, 2024

Limited Liability Company

INSIGHT GLOBAL, LLC
INSIGHT GLOBAL, INC. DBA INSIGHT GLOBAL (DELAWARE), INC.
STE 1500
1224 HAMMOND DR NE
ATLANTA GA 30346-1537

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REDMOND GENERAL BUSINESS - NON-RESIDENT #RED19-000648 (EXPIRES 5/31/2023) - ACTIVE

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 602729375 001 0001

STATE OF WASHINGTON

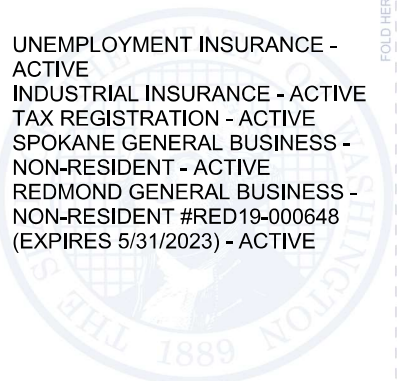
Expires: May 31, 2024

INSIGHT GLOBAL, LLC
INSIGHT GLOBAL, INC. DBA
INSIGHT GLOBAL (DELAWARE),
INC.
STE 1500
1224 HAMMOND DR NE
ATLANTA GA 30346-1537

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
REDMOND GENERAL BUSINESS -
NON-RESIDENT #RED19-000648
(EXPIRES 5/31/2023) - ACTIVE

FOLD HERE

FOLD HERE



John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/6/2023
Clerk's File #	OPR 2021-0406
Renews #	
Cross Ref #	RES 2018-0040
Project #	
Bid #	
Requisition #	CR# 25059

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

Agenda Wording

Contract w/ Mitchell Humphrey for annual maintenance & support of City's Financial Management System (FMS). Renewal term beginning 07/01/2023 - 06/30/2024, for a total amount of \$94,170.00 plus sales tax. RES 2018-0040 declares vendor as sole source.

Summary (Background)

Contract is necessary to obtain software upgrades for all modules & receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only firm to provide maintenance services on this software system. Included in this support are: General Ledger & related modules, Accounts Payable, Accounts Receivable - Invoice, Purchasing & related modules, FMS-EXEC, Test Account, FMS Productivity Suite & AP ACH Wire Transfer, Credit Card Processing, & Fixed Assets. 2022 contracted amount \$101,585 plus tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 94,170.00 + sales tax
Select	\$
Select	\$
Select	\$

Budget Account

#	5300-73300-18850-54820
#	
#	

Approvals

Dept Head	SLOON, MICHAEL
Division Director	SLOON, MICHAEL
Finance	BUSTOS, KIM
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	06/05/2023 Public Safety & Community Health
Council Sponsor	CM Cathcart

Distribution List

Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org
Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org
IT - itadmin@spokanecity.org
Tax & Licenses

Additional Approvals

Purchasing	NECHANICKY, JASON

		Mitchell Humphrey - Cindy Bari - CBari@mitchellhumphrey.com
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Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 06/05/2023
Agenda Item Name	Mitchell Humphrey FMS Annual Software Maintenance and Support
Summary (Background)	This contract is necessary to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Budget Ledger, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. Term is July 1, 2023 – June 30, 2024, for a total cost of \$94,170.00 plus sales tax. 2022 contracted amount was \$101,585.00 plus sales taxes. The decrease in cost is from removing the Budget Ledger module.
Proposed Council Action & Date:	Pass Council on June 12 th , 2023.
Fiscal Impact: Total Cost: \$94,170.00 plus sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 5300 73300 18850 54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
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?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Financial Management System.	



City of Spokane
CONTRACT RENEWAL
2 of 4
Title: ANNUAL MAINTENANCE AND SUPPORT
OF FINANCIAL MANAGEMENT SYSTEM

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement wherein the Consultant agreed to provide Annual Maintenance and Support of the City of Spokane's Financial Management System (FMS); and

WHEREAS, the original Contract provided for four (4) additional one-year extensions, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract dated June 24, 2021, and any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal shall become effective on July 1, 2023, and end on June 30, 2024, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **NINETY-FOUR THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$94,170.00)**, plus applicable tax, in accordance with Company's April 15, 2023 Invoice, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Corporation has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

MITCHELL HUMPHREY & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certificate Regarding Debarment
- Company’s April 15, 2023 Invoice

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellbumpfrey.com

April 15, 2023

Ms. Becka Hunt
City of Spokane
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3344

Dear Becka:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2023 through June 30, 2024.

General Ledger and related modules	\$23,455.00
Accounts Payable	9,970.00
Accounts Receivable-Invoicing	12,875.00
Purchasing and related modules	23,225.00
FMS-EXEC	2,970.00
Test Account	9,830.00
FMS Productivity Suite	4,510.00
AP ACH Wire Transfer	885.00
Fixed Assets	4,635.00
Credit Card Processing	<u>1,815.00</u>
Total Maintenance	\$94,170.00

The invoice is included with this letter.

Sincerely,

A handwritten signature in cursive script that reads 'Cindy Bari'.

Cindy Bari
Secretary-Treasurer

Attachment



< Business Lookup

License Information:

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

Entity name: MITCHELL HUMPHREY & CO.
Business name: MITCHELL HUMPHREY & CO
Entity type: [Profit Corporation](#)
UBI #: 603-237-502
Business ID: 001
Location ID: 0001
Location: Active
Location address: 1285 FERN RIDGE PKWY STE 140
 SAINT LOUIS MO 63141-4409
Mailing address: 1285 FERN RIDGE PKWY STE 140
 SAINT LOUIS MO 63141-4409

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d.
Spokane General Business - Non-Resident	T12010792BUS			Active	Nov-30-2023	Oct-15-2012

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

Governing people	Title
HUMPHREY, KATHLEEN A.	
SCHAEFER, KIM A.	
WOLPERT, THOMAS M.	

The Business Lookup information is updated nightly. Search date and time: 1/4/2023 11:18:31 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2022

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

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

PRODUCER AssuredPartners of MO, LLC 12645 Olive Blvd Ste 300 St Louis, MO 63141 314 523-8800	CONTACT NAME: Johanna Winfield
	PHONE (A/C, No, Ext): 314 523-8800 FAX (A/C, No): 314 453-7555 E-MAIL ADDRESS: Johanna.Winfield@assuredpartners.com
INSURED Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis, MO 63141	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company Ltd NAIC # 11000
	INSURER B : Hartford Underwriters Insurance Co 30104
	INSURER C : ACE American Insurance Company 22667
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	84SBAPC2547	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EBL \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	84SBAPC2547	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HNOA \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	84SBAPC2547	01/01/2023	01/01/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WECBH0776	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Tech E&O and Cyber Liability			F1616821A002	07/01/2022	07/01/2023	2,000,000 Aggregate 2,000,000 Per Claim

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

** Supplemental Name **

First Supplemental Name applies to all policies - Mitchell Humphrey & Co.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
 MIS Department
 808 W. Spokane Falls Blvd.
 7th Floor; Joan Hamilton, COM
 Spokane, WA 99201-3344

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/6/2023
Clerk's File #	OPR 2021-0407
Renews #	
Cross Ref #	RES 2018-0043
Project #	
Bid #	
Requisition #	CR# 25060

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 ACCELA ANNUAL MAINTENANCE AND SUPPORT

Agenda Wording
 Contract renewal with Accela Inc. for annual maintenance and support of the City's Permitting and Licensing Software. Renewal term 07/01/2023 - 06/30/2025, for a cost of \$195,842.96 year one and \$208,572.75 year two.

Summary (Background)
 Accela supports the City's Permitting and Taxes & Licensing software, which is utilized by several departments. Accela is the only supplier of this licensing. 2-year renewal term beginning July 1st, 2023 through June 30th, 2025. 2023 cost of \$195,842.96 and 2024 cost of \$208,572.75 plus applicable sales tax. The 2022 contracted amount was \$183,890.12 plus sales tax. The price difference is an annual CPI increase of 6.5 %.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 195,842.96 + sales tax (2023 renewal)	# 5300-73300-18850-54820
Expense	\$ 208,572.75 + sales tax (2024 renewal)	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session\Other	6/5/2023 Public Safety & Community Health
Division Director	SLOON, MICHAEL	Council Sponsor	CM Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
Additional Approvals		Legal - mharrington@spokanecity.org	
Purchasing	NECHANICKY, JASON	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Accela - contractsAdmin@accela.com	

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 06/05/2023
Agenda Item Name	5300 Accela Annual Support & Upgrades
Summary (Background)	Accela supports the City's Permitting and Taxes & Licensing software, which is utilized by several departments. Accela is the only supplier of this licensing. 2-year renewal term beginning July 1 st , 2023 through June 30 th , 2025. 2023 cost of \$195,842.96 and 2024 cost of \$208,572.75 plus applicable sales tax. The 2022 contracted amount was \$183,890.12 plus sales tax. The price difference is an annual CPI increase of 6.5 %.
Proposed Council Action & Date:	Pass Council on June 12 th , 2023.
Fiscal Impact: \$195,842.96 plus tax Total Cost: 2023: \$195,842.96 plus tax 2024: \$208,572.75 plus tax Total Bi-annual cost: \$404,415.71 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Bi-Annual Specify funding source: 5300 73300 18850 54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Bi-Annual Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – bi-annual software maintenance	
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?	
Not applicable – bi-annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – bi-annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Permitting and Licensing & Taxes software system.	



City of Spokane
CONTRACT RENEWAL
1-2 of 3
Title: ANNUAL MAINTENANCE AND SUPPORT OF PERMITTING AND LICENSING SOFTWARE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACCELA, INC.**, whose address is 2633 Camino Ramon, Suite 500, San Ramon, California 94583, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Annual Maintenance and Support of the City's Permitting And Licensing Software; and,

WHEREAS, the initial contract provided for 3 additional one-year renewals, with this being the first and second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 24, 2021 and June 29, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on July 1, 2023 and shall run through June 30, 2025.

3. COMPENSATION.

The City shall pay a total amount not to exceed of **FOUR HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTEEN AND 71/100 (\$404,415.71); \$195,842.96** for year one and **\$208,572.75** for year 2, plus tax, in accordance with the Renewal Order Form attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

ACCELA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certificate of Debarment
- Renewal Order Form

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



Proposed by: Caitlin Carter
 Contact Phone: (925) 359-3411
 Contact Email: ccarter@accela.com
 Quote ID: Q-27296
 Valid Through: 6/1/2023
 Currency: USD

2633 Camino Ramon, Suite 500
 San Ramon, CA, 94583

Renewal Order Form

Address Information

Bill To:

City of Spokane
 808 West Spokane Falls Blvd
 Spokane, Washington 99201
 United States

Ship To:

City of Spokane
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201
 United States

Billing Name: Autumn Reed
 Billing Phone: 5092760809
 Billing Email: areed@spokanecity.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 1	7/1/2023	6/30/2024	12	\$0.07	197,400	\$13,467.38
Accela GIS Maintenance and Support	Year 1	7/1/2023	6/30/2024	12	\$190.61	200	\$38,121.75
Accela Wireless Maintenance and Support	Year 1	7/1/2023	6/30/2024	12	\$751.31	50	\$37,565.54
Accela Land Management Site License Maintenance and Support	Year 1	7/1/2023	6/30/2024	12	\$53,344.17	1	\$53,344.17
Accela Licensing and Case Management Site License Maintenance and Support	Year 1	7/1/2023	6/30/2024	12	\$53,344.12	1	\$53,344.12
TOTAL:							\$195,842.96

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 2	7/1/2024	6/30/2025	12	\$0.07	197,400	\$14,342.76
Accela GIS Maintenance and Support	Year 2	7/1/2024	6/30/2025	12	\$203.00	200	\$40,599.66
Accela Wireless Maintenance and Support	Year 2	7/1/2024	6/30/2025	12	\$800.15	50	\$40,007.30
Accela Land Management Site License Maintenance and Support	Year 2	7/1/2024	6/30/2025	12	\$56,811.54	1	\$56,811.54

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Licensing and Case Management Site License Maintenance and Support	Year 2	7/1/2024	6/30/2025	12	\$56,811.49	1	\$56,811.49
TOTAL:							\$208,572.75

Pricing Summary

Period	Net Total
Year 1	\$ 195,842.96
Year 2	\$ 208,572.75
Total	\$ 404,415.71

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this location.

Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



< Business Lookup

License Information:

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

Entity name: ACCELA, INC.

Business name: ACCELA, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-082-422

Business ID: 001

Location ID: 0003

Location: Active

Location address: 2633 CAMINO RAMON STE 500
SAN RAMON CA 94583-9149

Mailing address: 2633 CAMINO RAMON STE 500
SAN RAMON CA 94583-9149

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident	T12048499BUS			Active	Jan-31-2024	Oct-15-2012

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

Governing people	Title
HAGGARTY, AARON	
KOVACS, GARY	
WILSON, ROBERT (BOBBY)	

Registered Trade Names

Registered trade names	Status	First issued
ACCELA, INC.	Active	Dec-20-2021

Registered trade names

SIERRA COMPUTER SYSTEMS, INC.

Status

Active

First issued

Nov-15-2007

The Business Lookup information is updated nightly. Search date and time: 6/6/2023 12:01:14 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

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

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

PRODUCER Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	CONTACT NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 E-MAIL ADDRESS: TechCertRequest@newfront.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Accela, Inc. 2633 Camino Ramon Suite 500 San Ramon CA 94583	INSURER A: Federal Insurance Company NAIC # 20281	
	INSURER B: Chubb Indemnity Insurance Company 12777	
	INSURER C: Hudson Excess Insurance Company 14484	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 70145162

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3604-91-08	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7359-95-44 Collision Ded - \$1K Comprehensive Ded - \$1K	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7175-62-53	9/1/2022	9/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions w/ Cyber Retro Date: 1/7/2005			EET 13707 02	9/1/2022	9/1/2023	Limit : \$2,000,000 per claim/aggregate

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

RE: All Operations of the Named Insured.
 City of Spokane, its Officers, Employees and Agents are additional insureds to General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Wendy Corbin 808 West Spokane Falls Boulevard Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Rod Sockolov

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ACORD 25 (2016/03)

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Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	6/12/2023
Clerk's File #	OPR 2023-0248
Renews #	

Submitting Dept	COMMUNITY AND ECONOMIC	Cross Ref #	
Contact Name/Phone	STEVE 6835	Project #	
Contact E-Mail	SMACDONALD@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR25091
Agenda Item Name	0750 - BROADBAND/FIBER CONSULTANT CONTRACT EXTENSION WITH COST		

Agenda Wording
Contract extension using \$75,000 in previously approved ARPA funding, allowing a consultant to continue to assist with expanding fiber/broadband service & infrastructure to some of Spokane's most vulnerable, high poverty communities.

Summary (Background)
The contract extension with cost will allow the Community & Economic Development division's consultant to continue work with City staff, Council, and the administration to implement the City's digital equity and economic development priorities related to broadband and fiber.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 75,000	# 1425-88155-18880-54201-97328
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MACDONALD, STEVEN	Study Session\Other	UE - 6/12/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs & CM Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON,	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sbishop@spokanecity.org	
Additional Approvals		joe@joepoire.com	
Purchasing		efinch@@spokanecity.org	
ACCOUNTING -	MURRAY, MICHELLE	cpitsnogle@spokanecity.org	
		korlob@spokanecity.org	
		klouden@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The extension's scope of work will include the following (all detailed in the attached Scope of Work document): - Advisory Services - Broadband Action Team Development & Coordination - Municipal Broadband Policy Development & Communications Plan - Affordable Community Network Development - PDACoconnect Broadband Network Development Prior to the original contract, due to the short timeframe before the plan had to be submitted, Finance's Procurement Department was consulted, and it was determined the best way forward was to split the approved \$150,000 in ARPA funding into two smaller contracts of \$75,000 each. This allowed us to move forward more quickly and allowed the consultant adequate time to gather and submit information to be included in the plan.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org / x6835
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Broadband/Fiber Consultant Contract Extension With Cost
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The contract extension with cost will allow the Community & Economic Development division's consultant to continue work with City staff, Council, and the administration to ensure the City's digital equity and economic development priorities related to broadband and fiber are included in the Spokane County Broadband Action Team's plan which will be submitted to the WA State Broadband Office.</p> <p>The extension's scope of work will include the following (all detailed in the attached Scope of Work document):</p> <ul style="list-style-type: none"> - Advisory Services - Broadband Action Team Development & Coordination - Municipal Broadband Policy Development & Communications Plan - Affordable Community Network Development - PDACoconnect Broadband Network Development <p>Prior to the original contract, due to the short timeframe before the plan had to be submitted, Finance's Procurement Department was consulted, and it was determined the best way forward was to split the approved \$150,000 in ARPA funding into two smaller contracts of \$75,000 each. This allowed us to move forward more quickly and allowed the consultant adequate time to gather and submit information to be included in the plan.</p>
Proposed Council Action	Requesting approval of the contract & use of previously approved ARPA funds – UE Committee & Council Briefing (6/12/23) & Council Vote (6/26/23)...due to cancellation for Juneteenth Week on the 19 th .
<p>Fiscal Impact</p> <p>Total Cost: <u>\$75,000</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: ARPA dollars previously approved by Council (was split into a contract and a contract extension with cost of \$75,000 each)</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

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

What impacts would the proposal have on historically excluded communities?

The proposal's goal is to improve digital equity & inclusion and infrastructure to some of Spokane's most vulnerable, high poverty residential and commercial 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?

Data will be collected utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities.

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 utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities.

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

This proposal aligns with the Comprehensive Plan's Economic Development sections ED 3 Strong, Diverse, and Sustainable Economy and ED 6 Infrastructure by allowing improvements in digital equity & inclusion and infrastructure that will encourage more business growth and job opportunities in areas that may not currently be equipped.



City of Spokane
**CONTRACT EXTENSION
WITH COST**
Title: **BROADBAND/FIBER
CONSULTANT SERVICES**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **JRP INTEGRATED SOLUTIONS, LLC**, whose address is South 108 Bartholow, St. John, Washington 99171 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into an Agreement to provide Broadband/Fiber Consultant Services; and

WHEREAS, the original contract has run its term, but additional time is required, and thus the original Contract currently in place needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 2, 2023 and March 6, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on June 16, 2023.

3. ADDITIONAL WORK. The scope of work of the original Contract is expanded to include the following tasks detailed in the attached Scope of Work:

- a. Broadband Action Team Development & Coordination
- b. Municipal Broadband Policy Development and Communications Plan
- c. Affordable Community Network Development
- d. PDACoconnect Broadband Network Development

4. EXTENSION.

This contract is hereby extended and shall run through December 31, 2023.

5. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, plus applicable tax, for everything furnished and done under this Contract Extension.

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

JRP INTEGRATED SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:
Exhibit A – Scope of Work dated 5/18/2023



May 18, 2023

Scope of Work

Objectives

The City's interest is to develop a broadband advisory and program management initiative by partnering with a qualified firm to oversee the development, operation, facilitation, and execution of the initiative. This Scope of Work details the various tasks and activities required to complete the project.

Scope of Work

JRP Consulting will serve as the key internal advisor to the City, providing consultation and technical assistance, under the City's direction, for the key tasks below:

TASK 1: ADVISORY SERVICES

We will support the City as its broadband initiatives are implemented, as outlined below:

- Provide strategic advice, subject matter expertise, and technical assistance regarding initiative implementation.
- Assist in planning and coordinating broadband initiatives to ensure alignment with strategic objectives, providing for both in-person and virtual meetings.
- Assist in reviewing contracts and other documents associated with the development, construction, and maintenance of broadband infrastructure plans.
- Assist in organizing incoming and outgoing information, developing project status reports, and generating information flow amongst project stakeholders.

TASK 2: BROADBAND ACTION TEAM DEVELOPMENT & COORDINATION

We will support and coordinate the City's development of a Broadband Action Team, engaging community leaders, Spokane County, and other stakeholders to achieve the following:

- Assist with BEAD digital planning activities, including but not limited to:
 - Development of the City's BEAD Five-Year Action Plan for digital equity and inclusion (as defined by the NTIA (NOFO))
 - NTIA Statewide Digital Equity Guidance Plan deliverables
- Provide stakeholder engagement and outreach, including the compilation of a list of organizations that currently serve target populations, as defined by the Equity Act

- Identify community needs beyond those revealed by FCC map, in concert with WSBO and other contracted resources.
- Identify barriers to broadband access and adoption, possible alternatives, and prioritize actions to mitigate identified barriers.
- Conduct preliminary feasibility analyses of middle mile projects that would deliver services to more remote, likely unserved, areas of the City.
- Other relevant public engagement

TASK 3: MUNICIPAL BROADBAND POLICY DEVELOPMENT AND COMMUNICATIONS PLAN

We will develop foundation principles for broadband policy for the city council's review and adoption. Municipal broadband policy is an important part of planning and providing for the City's future, and can help the City achieve the following:

- Increasing access for unserved populations
- Encouraging competition among service providers
- Promoting economic development
- Enhancing education and learning experiences
- Improving access to and quality of healthcare services
- Enhancing civic engagement opportunities
- Enhancing network initiatives for the Affordable Community Network, PDACoConnect Broadband, CityConnect Broadband, and the Innovation Network.

Create a Communications Plan, a living document that will be regularly reviewed and updated as needed. This plan will serve as the roadmap for the cities communication and guide our efforts and ensure consistent and effective messaging.

TASK 4: AFFORDABLE COMMUNITY NETWORK DEVELOPMENT

We will develop the City's Affordable Community Network through the Affordable Connectivity Program¹, increasing internet accessibility and adoption, through the creation of an affordable public network. It is critical that all members of our community can access digital resources and achieve the digital literacy that is now required for full participation in much of today's society and economy.

The City of Spokane currently owns 214 miles of conduit and 96 miles of fiber, and the plan moving forward is to leverage these assets with available federal funding for service delivery, affordable connectivity, and increased adoption rates by covered populations².

¹ The "Affordable Connectivity Program" (ACP) was created to help people access affordable internet service. This program pays \$30.00 / month to Internet Service Providers on behalf of qualified customers. The current adoption rate of ACP qualified homes within the City of Spokane is only 30%. We can increase this number significantly with the help of trusted community partners and an internet provider that won't "upsell" its services to customers.

² The term "covered populations", as defined by the Digital Equity Act, includes low-income households (below 150% of the federal poverty level), aging individuals, incarcerated or formerly incarcerated individuals, veterans, individuals with disabilities, members of racial or ethnic minority groups, rural residents, individuals with language barrier(s) (including both English language learners and those with low levels of literacy), children and youth in foster care, and individuals experiencing housing instability.

Partnerships with various community stakeholders, as well as Avista Utilities, will be critical to this project's success.

This leveraging of federal funding will be based on a plan currently being developed by the Spokane County Broadband Action Team. This plan will identify the current needs, existing assets, barriers to adoption, and strategies to support vulnerable and/or underrepresented populations in gaining access to broadband internet services. The City of Spokane's goal through this work is to identify and address digital equity issues and gaps relevant to these covered populations.

TASK 5: PDACONNECT BROADBAND NETWORK DEVELOPMENT

Develop the PDAConnect Broadband Network, utilizing the City's existing conduit and fiber assets for the Affordable Connectivity Network that will create a platform that City of Spokane stakeholders can utilize to strengthen their support services. The development of an Innovation Network that will provide services to stakeholders while also creating economic development opportunities within Public Development Authority (PDA) Districts will both complement and strengthen the Affordable Connectivity Network.

Project Management

TEAM STRUCTURE

JRP Integrated Solutions will support the requirements of this proposal with a senior leadership team and support personnel who have an extensive background in broadband network development and deployment.

PRIMARY STAFF

Joe Poire, JRP Integrated Solutions, CEO

Joe will serve as Project Manager. He has business experience in both the public and private sectors, including the founding and operation of companies, developing business opportunities, raising capital funds, and designing and operating telecommunications network systems. He has been a majority stockholder in three telecommunications companies involved in broadband distribution and product design. As Executive Director of the Port of Whitman County, Joe interacted with a wide range of stakeholders, including elected and appointed officials at all levels of government, regional business leaders, and local area residents. A respected public policy expert in municipal broadband initiative and economic development strategies, Joe led the Port of Whitman County to more than 400 percent growth in revenue during his tenure.

Chris Walker, NoaNet, Advisory Council

Chris will serve the project in an advisory capacity and through business development and planning. Chris has been with NoaNet since 2001. As Strategic Executive Director of Infrastructure Strategy, he delivers network growth and expansion, strategic planning, network development, digital equity, and broadband planning for emerging public benefit networks. Chris has acted as Department Head for many of NoaNet's critical functions, including Network Operations and Engineering, Outside Plant Construction, Network

Operations Center, Professional Services, and Community Outreach. Chris provides the technical knowledge and overall management of NoaNet’s Broadband and Digital Equity Outreach program for community stakeholders, state and local government, and regional broadband programs. He was the Executive Director of the NoaNet BTOP construction build-out and sets the architectural direction of the network throughout the state. Before NoaNet, Chris served 12 years in the armed forces.

Project Duration

SCHEDULE

13 weeks, commencing June 16, 2023 through September 15, 2023.

Rate Sheet

GENERAL FEES

	Per Week
Lump Sum	\$6,250.00

COMMUNICATIONS PLAN

	Lump Sum
Not to Exceed: Cost plus 10%	\$20,000.00

REIMBURSABLE FEES

Per Diem (daily)	\$175.00
Hotel (\$200 cap)	Cost plus 10%
Airline Flight and / or Vehicle Rental	Cost plus 10%
Material Fees	Cost plus 10%
Mileage	Included in Per Diem



Agenda Sheet for City Council Meeting of:

6/26/2023

Date Rec'd	
Clerk's File #	OPR 2023-0577
Renews #	
Cross Ref #	
Project #	2021070
Bid #	
Requisition #	BT

Submitting Dept	Engineering Services
Contact Name/Phone	Dan Buller / 625-6391
Contact E-Mail	Dbuller@spokanecity.org
Agenda Item Type	Contract
Agenda Item Name	0370 – Low Bid Award – Driscoll/Alberta/Cochran Sidewalk (2021070) – Cameron-Reilly

Agenda Wording

Low Bid of Cameron-Reilly, LLC (Spokane, WA) for Driscoll/Alberta/Cochran Sidewalk Project - \$1,945,231.25. An administrative reserve of \$194,523.13, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood Council)

Summary (Background)

On June 5, 2023 bids were opened for the above project. The low bid was from Cameron-Reilly, LLC in the amount of \$1,945,231.25, which is \$198,485.25 or 11.4% above the Engineer's Estimate of \$1,746,746.00; one other bid was received as follows: Wm Winkler Company - \$2,196,197.25.

Include in Packets: Bid Tabulations

Fiscal Impact		Budget Account
Expense	# 3200 95164 95300 56501 86049	\$ 1,420,964.12
Expense	#3200 95165 95300 56501 86049	\$662,697.60
Expense	\$3200 95165 95300 56501 86049	\$56,092.66

Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>		<u>Study Session/Other</u> PIES 3/27/23
<u>Division Director</u>		<u>Council Sponsors</u> Kinnear
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		ddaniels@spokanecity.org
<u>For the Mayor</u>		publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		eraea@spokanecity.org
<u>Purchasing</u>		kgoodman@spokanecity.org
		jgraff@spokanecity.org
		pyoung@spokanecity.org
		Signee: mike@cameron-reilly.com



City of Spokane
PUBLIC WORKS CONTRACT
Title: **DRISCOLL-ALBERTA-COCHRAN
SIDEWALK PROJECT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAMERON-REILLY, LLC**, whose address is 309 North Park Road, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **DRISCOLL-ALBERTA-COCHRAN SIDEWALK PROJECT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2021070 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,945,231.25, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items

produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

CAMERON-REILLY, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

- Attachments that are part of this Contract:**
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

PAYMENT BOND

We, **CAMERON-REILLY, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED THIRTY-ONE AND 25/100 DOLLARS (\$1,945,231.25)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **DRISCOLL-ALBERTA-COCHRAN SIDEWALK PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

CAMERON-REILLY, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was author-
ized to sign the document and acknowledged it as the agent or representative of the named
surety company which is authorized to do business in the State of Washington, for the uses
and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **CAMERON-REILLY, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED THIRTY-ONE AND 25/100 DOLLARS (\$1,945,231.25)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **DRISCOLL-ALBERTA-COCHRAN SIDEWALK PROJECT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

CAMERON-REILLY, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 10,000.00	\$ 10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,500.00	\$ 1,500.00
4	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 10,000.00	\$ 10,000.00
5	MOBILIZATION	1.00 LS	\$ 80,734.00	\$ 80,734.00
6	WORK ZONE SAFETY CONTINGENCY	5,000.00 EST	\$ 1.00	\$ 5,000.00
7	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 115,000.00	\$ 115,000.00
8	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 40,000.00	\$ 40,000.00
9	OTHER TRAFFIC CONTROL LABOR	350.00 HR	\$ 110.00	\$ 38,500.00
10	CONSTRUCTION SIGNS CLASS A	550.00 SF	\$ 35.00	\$ 19,250.00
11	SEQUENTIAL ARROW SIGN	1,125.00 HR	\$ 10.00	\$ 11,250.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	840.00 HR	\$ 15.00	\$ 12,600.00

13	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1.00 LS	\$	25,000.00	\$	25,000.00
14	SPECIAL SIGNS	247.00 SF	\$	35.00	\$	8,645.00
15	TYPE III BARRICADE	23.00 EA	\$	225.00	\$	5,175.00
16	CLEARING AND GRUBBING	1.00 LS	\$	95,000.00	\$	95,000.00
17	TREE ROOT TREATMENT	36.00 EA	\$	825.00	\$	29,700.00
18	TREE PROTECTION ZONE	52.00 EA	\$	305.00	\$	15,860.00
19	REMOVE TREE, CLASS I	14.00 EA	\$	725.00	\$	10,150.00
20	REMOVE TREE, CLASS II	5.00 EA	\$	2,750.00	\$	13,750.00
21	REMOVE TREE, CLASS III	1.00 EA	\$	10,000.00	\$	10,000.00
22	TREE PRUNING	72.00 EA	\$	320.00	\$	23,040.00
23	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	15,000.00	\$	15,000.00
24	REMOVE EXISTING CURB	2,875.00 LF	\$	14.00	\$	40,250.00
25	REMOVE EXISTING CURB AND GUTTER	808.00 LF	\$	18.00	\$	14,544.00
26	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	965.00 SY	\$	18.00	\$	17,370.00
27	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2.00 EA	\$	1,750.00	\$	3,500.00

28	SAWCUTTING CURB	140.00 EA	\$	50.00	\$	7,000.00
29	SAWCUTTING RIGID PAVEMENT	2,000.00 LFI	\$	3.50	\$	7,000.00
30	SAWCUTTING FLEXIBLE PAVEMENT	20,810.00 LFI	\$	1.25	\$	26,012.50
31	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	8,580.00 LFI	\$	1.75	\$	15,015.00
32	ROADWAY EXCAVATION INCL. HAUL - SIDEWALKS	1.00 LS	\$	10,000.00	\$	10,000.00
33	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	65.00	\$	650.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	75.00	\$	750.00
35	CONTROLLED DENSITY FILL	10.00 CY	\$	150.00	\$	1,500.00
36	CRUSHED SURFACING TOP COURSE	28.00 CY	\$	155.00	\$	4,340.00
37	CSTC FOR SIDEWALK AND DRIVEWAYS	273.00 CY	\$	155.00	\$	42,315.00
38	HMA CL. 1/2 IN. LIGHT TRAFFIC, 3 INCH THICK	190.00 SY	\$	50.00	\$	9,500.00
39	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	9.00 SY	\$	220.00	\$	1,980.00
40	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1,014.00 SY	\$	68.00	\$	68,952.00
41	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	239.00 SY	\$	58.00	\$	13,862.00
42	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,253.00 SY	\$	30.00	\$	37,590.00

43	COMMERCIAL CONCRETE	10.00 CY	\$	175.00	\$	1,750.00
44	CEMENT CONCRETE CURB WALL	206.00 LF	\$	100.00	\$	20,600.00
45	MANHOLE - 48 IN.	1.00 EA	\$	8,500.00	\$	8,500.00
46	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1.00 EA	\$	1,500.00	\$	1,500.00
47	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	1.00 EA	\$	1,500.00	\$	1,500.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	1.00 EA	\$	1,500.00	\$	1,500.00
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2.00 EA	\$	750.00	\$	1,500.00
50	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	7.00 EA	\$	750.00	\$	5,250.00
51	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	13.00 EA	\$	750.00	\$	9,750.00
52	CLEANING EXISTING DRAINAGE STRUCTURE	15.00 EA	\$	800.00	\$	12,000.00
53	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,000.00	\$	1,000.00
54	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	49.00 LF	\$	200.00	\$	9,800.00
55	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	2,000.00	\$	2,000.00
56	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.00 EA	\$	2,000.00	\$	2,000.00
57	PLUGGING EXISTING PIPE	1.00 EA	\$	1,500.00	\$	1,500.00

58	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	3,000.00	\$	3,000.00
59	ESC LEAD	1.00 LS	\$	2,500.00	\$	2,500.00
60	INLET PROTECTION	32.00 EA	\$	200.00	\$	6,400.00
61	TOPSOIL TYPE A, 2 INCH THICK	1,555.00 SY	\$	6.50	\$	10,107.50
62	HYDROSEEDING	375.00 SY	\$	2.50	\$	937.50
63	SOD INSTALLATION	1,180.00 SY	\$	27.00	\$	31,860.00
64	2 IN. PVC IRRIGATION SLEEVE	67.00 LF	\$	13.00	\$	871.00
65	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	35,000.00	\$	35,000.00
66	CEMENT CONCRETE CURB	4,160.00 LF	\$	42.00	\$	174,720.00
67	CEMENT CONCRETE CURB AND GUTTER	955.00 LF	\$	46.00	\$	43,930.00
68	CEMENT CONCRETE DRIVEWAY	558.00 SY	\$	95.00	\$	53,010.00
69	CEMENT CONCRETE DRIVEWAY TRANSITION	129.00 SY	\$	95.00	\$	12,255.00
70	CHANNELIZING DEVICES - TYPE 1	4.00 EA	\$	300.00	\$	1,200.00
71	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	15,000.00	\$	15,000.00
72	REFERENCE AND REESTABLISH SURVEY MONUMENT	6.00 EA	\$	1,000.00	\$	6,000.00

73	CEMENT CONCRETE SIDEWALK	4,325.00 SY	\$	73.00	\$	315,725.00
74	RAMP DETECTABLE WARNING	510.00 SF	\$	35.00	\$	17,850.00
75	RECTANGULAR RAPID FLASHING BEACON SYSTEM	1.00 LS	\$	45,800.00	\$	45,800.00
76	DIRECTIONAL BORING	70.00 LF	\$	150.00	\$	10,500.00
77	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	90,000.00	\$	90,000.00
78	REMOVAL OF EXISTING PAVEMENT MARKINGS	1,343.00 SF	\$	3.25	\$	4,364.75
79	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	2.00 EA	\$	275.00	\$	550.00
80	PAVEMENT MARKING - DURABLE HEAT APPLIED	2,405.00 SF	\$	12.00	\$	28,860.00
81	PAVEMENT MARKING - PAINT	200.00 SF	\$	2.75	\$	550.00
82	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	5.00 EA	\$	325.00	\$	1,625.00
83	CEMENT CONCRETE STEPS	7.00 EA	\$	500.00	\$	3,500.00
84	REINFORCED DOWELED CURB	340.00 LF	\$	30.00	\$	10,200.00
85	CONCRETE TRAFFIC ISLAND 16 IN. WIDE	79.00 LF	\$	60.00	\$	4,740.00
86	TRAFFIC ISLAND CONCRETE	84.00 SY	\$	110.00	\$	9,240.00
87	CATCH BASIN TYPE 1	1.00 EA	\$	7,500.00	\$	7,500.00

Schedule A-1 Subtotal \$ 1,945,231.25

Summary of Bid Items **Bid Total** \$ 1,945,231.25

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2021070

Project Description Driscoll/Alberta/Cochran & Finch Elem SRTS **Original Date** 6/5/2023 1:44:00 PM

Project Number: 2021070			Engineer's Estimate		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	14,835.00	14,835.00	10,000.00	\$10,000.00	2,000.00	\$2,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,500.00	1,500.00	1,500.00	\$1,500.00	5,000.00	\$5,000.00
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	25,000.00	25,000.00	10,000.00	\$10,000.00	23,500.00	\$23,500.00
5	MOBILIZATION	1 LS	149,000.00	149,000.00	80,734.00	\$80,734.00	207,661.50	\$207,661.50
6	WORK ZONE SAFETY CONTINGENCY	5000 EST	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
7	TRAFFIC CONTROL SUPERVISOR	1 LS	55,000.00	55,000.00	115,000.00	\$115,000.00	50,000.00	\$50,000.00
8	PEDESTRIAN TRAFFIC CONTROL	1 LS	5,000.00	5,000.00	40,000.00	\$40,000.00	18,500.00	\$18,500.00
9	OTHER TRAFFIC CONTROL LABOR	350 HR	40.00	14,000.00	110.00	\$38,500.00	165.00	\$57,750.00
10	CONSTRUCTION SIGNS CLASS A	550 SF	15.00	8,250.00	35.00	\$19,250.00	15.00	\$8,250.00
11	SEQUENTIAL ARROW SIGN	1125 HR	8.00	9,000.00	10.00	\$11,250.00	13.50	\$15,187.50
12	PORTABLE CHANGEABLE MESSAGE SIGN	840 HR	8.00	6,720.00	15.00	\$12,600.00	6.00	\$5,040.00
13	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1 LS	2,000.00	2,000.00	25,000.00	\$25,000.00	15,000.00	\$15,000.00
14	SPECIAL SIGNS	247 SF	25.00	6,175.00	35.00	\$8,645.00	6.75	\$1,667.25
15	TYPE III BARRICADE	23 EA	120.00	2,760.00	225.00	\$5,175.00	150.00	\$3,450.00
16	CLEARING AND GRUBBING	1 LS	25,000.00	25,000.00	95,000.00	\$95,000.00	77,650.00	\$77,650.00
17	TREE ROOT TREATMENT	36 EA	350.00	12,600.00	825.00	\$29,700.00	800.00	\$28,800.00
18	TREE PROTECTION ZONE	52 EA	300.00	15,600.00	305.00	\$15,860.00	325.00	\$16,900.00
19	REMOVE TREE, CLASS I	14 EA	1,100.00	15,400.00	725.00	\$10,150.00	700.00	\$9,800.00
20	REMOVE TREE, CLASS II	5 EA	2,200.00	11,000.00	2,750.00	\$13,750.00	2,500.00	\$12,500.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021070</i>			<i>Engineer's Estimate</i>		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	REMOVE TREE, CLASS III	1 EA	3,500.00	3,500.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00
22	TREE PRUNING	72 EA	350.00	25,200.00	320.00	\$23,040.00	310.00	\$22,320.00
23	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	15,000.00	\$15,000.00	48,560.00	\$48,560.00
24	REMOVE EXISTING CURB	2875 LF	14.00	40,250.00	14.00	\$40,250.00	17.00	\$48,875.00
25	REMOVE EXISTING CURB AND GUTTER	808 LF	15.00	12,120.00	18.00	\$14,544.00	20.00	\$16,160.00
26	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	965 SY	25.00	24,125.00	18.00	\$17,370.00	43.00	\$41,495.00
27	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2 EA	600.00	1,200.00	1,750.00	\$3,500.00	2,500.00	\$5,000.00
28	SAWCUTTING CURB	140 EA	45.00	6,300.00	50.00	\$7,000.00	50.00	\$7,000.00
29	SAWCUTTING RIGID PAVEMENT	2000 LFI	3.00	6,000.00	3.50	\$7,000.00	1.35	\$2,700.00
30	SAWCUTTING FLEXIBLE PAVEMENT	20810 LFI	2.00	41,620.00	1.25	\$26,012.50	0.55	\$11,445.50
31	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	8580 LFI	2.50	21,450.00	1.75	\$15,015.00	0.55	\$4,719.00
32	ROADWAY EXCAVATION INCL. HAUL - SIDEWALKS	1 LS	25,000.00	25,000.00	10,000.00	\$10,000.00	32,678.00	\$32,678.00
33	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	25.00	250.00	65.00	\$650.00	225.00	\$2,250.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	75.00	\$750.00	246.00	\$2,460.00
35	CONTROLLED DENSITY FILL	10 CY	180.00	1,800.00	150.00	\$1,500.00	225.00	\$2,250.00
36	CRUSHED SURFACING TOP COURSE	28 CY	60.00	1,680.00	155.00	\$4,340.00	100.00	\$2,800.00
37	CSTC FOR SIDEWALK AND DRIVEWAYS	273 CY	210.00	57,330.00	155.00	\$42,315.00	92.00	\$25,116.00
38	HMA CL. 1/2 IN. LIGHT TRAFFIC, 3 INCH THICK	190 SY	21.00	3,990.00	50.00	\$9,500.00	76.00	\$14,440.00
39	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	9 SY	15.00	135.00	220.00	\$1,980.00	335.00	\$3,015.00
40	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1014 SY	50.00	50,700.00	68.00	\$68,952.00	105.00	\$106,470.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021070</i>			<i>Engineer's Estimate</i>		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
41	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	239 SY	35.00	8,365.00	58.00	\$13,862.00	90.00	\$21,510.00
42	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1253 SY	45.00	56,385.00	30.00	\$37,590.00	50.00	\$62,650.00
43	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	175.00	\$1,750.00	300.00	\$3,000.00
44	CEMENT CONCRETE CURB WALL	206 LF	110.00	22,660.00	100.00	\$20,600.00	126.00	\$25,956.00
45	MANHOLE - 48 IN.	1 EA	4,500.00	4,500.00	8,500.00	\$8,500.00	10,602.00	\$10,602.00
46	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1 EA	1,100.00	1,100.00	1,500.00	\$1,500.00	2,121.00	\$2,121.00
47	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	1 EA	1,100.00	1,100.00	1,500.00	\$1,500.00	2,121.00	\$2,121.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,100.00	1,100.00	1,500.00	\$1,500.00	2,121.00	\$2,121.00
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2 EA	500.00	1,000.00	750.00	\$1,500.00	1,060.00	\$2,120.00
50	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	7 EA	800.00	5,600.00	750.00	\$5,250.00	1,060.00	\$7,420.00
51	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	13 EA	800.00	10,400.00	750.00	\$9,750.00	1,909.00	\$24,817.00
52	CLEANING EXISTING DRAINAGE STRUCTURE	15 EA	700.00	10,500.00	800.00	\$12,000.00	750.00	\$11,250.00
53	TRENCH SAFETY SYSTEM	1 LS	2,000.00	2,000.00	1,000.00	\$1,000.00	4,500.00	\$4,500.00
54	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	49 LF	70.00	3,430.00	200.00	\$9,800.00	530.00	\$25,970.00
55	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	900.00	900.00	2,000.00	\$2,000.00	1,060.00	\$1,060.00
56	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	900.00	900.00	2,000.00	\$2,000.00	1,060.00	\$1,060.00
57	PLUGGING EXISTING PIPE	1 EA	500.00	500.00	1,500.00	\$1,500.00	1,060.00	\$1,060.00
58	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,000.00	1,000.00	3,000.00	\$3,000.00	5,000.00	\$5,000.00
59	ESC LEAD	1 LS	2,500.00	2,500.00	2,500.00	\$2,500.00	5,000.00	\$5,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021070</i>			<i>Engineer's Estimate</i>		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
60	INLET PROTECTION	32 EA	110.00	3,520.00	200.00	\$6,400.00	150.00	\$4,800.00
61	TOPSOIL TYPE A, 2 INCH THICK	1555 SY	20.00	31,100.00	6.50	\$10,107.50	8.00	\$12,440.00
62	HYDROSEEDING	375 SY	2.00	750.00	2.50	\$937.50	3.00	\$1,125.00
63	SOD INSTALLATION	1180 SY	12.00	14,160.00	27.00	\$31,860.00	30.00	\$35,400.00
64	2 IN. PVC IRRIGATION SLEEVE	67 LF	10.00	670.00	13.00	\$871.00	14.00	\$938.00
65	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	8,000.00	8,000.00	35,000.00	\$35,000.00	31,000.00	\$31,000.00
66	CEMENT CONCRETE CURB	4160 LF	28.00	116,480.00	42.00	\$174,720.00	44.00	\$183,040.00
67	CEMENT CONCRETE CURB AND GUTTER	955 LF	40.00	38,200.00	46.00	\$43,930.00	71.00	\$67,805.00
68	CEMENT CONCRETE DRIVEWAY	558 SY	85.00	47,430.00	95.00	\$53,010.00	121.00	\$67,518.00
69	CEMENT CONCRETE DRIVEWAY TRANSITION	129 SY	85.00	10,965.00	95.00	\$12,255.00	71.00	\$9,159.00
70	CHANNELIZING DEVICES - TYPE 1	4 EA	200.00	800.00	300.00	\$1,200.00	250.00	\$1,000.00
71	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,500.00	2,500.00	15,000.00	\$15,000.00	10,000.00	\$10,000.00
72	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	1,000.00	6,000.00	1,000.00	\$6,000.00	5,000.00	\$30,000.00
73	CEMENT CONCRETE SIDEWALK	4325 SY	85.00	367,625.00	73.00	\$315,725.00	74.00	\$320,050.00
74	RAMP DETECTABLE WARNING	510 SF	28.00	14,280.00	35.00	\$17,850.00	24.00	\$12,240.00
75	RECTANGULAR RAPID FLASHING BEACON SYSTEM	1 LS	25,000.00	25,000.00	45,800.00	\$45,800.00	48,500.00	\$48,500.00
76	DIRECTIONAL BORING	70 LF	130.00	9,100.00	150.00	\$10,500.00	180.00	\$12,600.00
77	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	85,000.00	85,000.00	90,000.00	\$90,000.00	84,250.00	\$84,250.00
78	REMOVAL OF EXISTING PAVEMENT MARKINGS	1343 SF	10.00	13,430.00	3.25	\$4,364.75	3.50	\$4,700.50

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021070</i>			<i>Engineer's Estimate</i>		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
79	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	2 EA	200.00	400.00	275.00	\$550.00	300.00	\$600.00
80	PAVEMENT MARKING - DURABLE HEAT APPLIED	2405 SF	15.00	36,075.00	12.00	\$28,860.00	13.00	\$31,265.00
81	PAVEMENT MARKING - PAINT	200 SF	2.00	400.00	2.75	\$550.00	4.00	\$800.00
82	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	5 EA	200.00	1,000.00	325.00	\$1,625.00	300.00	\$1,500.00
83	CEMENT CONCRETE STEPS	7 EA	1,000.00	7,000.00	500.00	\$3,500.00	800.00	\$5,600.00
84	REINFORCED DOWELED CURB	340 LF	65.00	22,100.00	30.00	\$10,200.00	43.00	\$14,620.00
85	CONCRETE TRAFFIC ISLAND 16 IN. WIDE	79 LF	120.00	9,480.00	60.00	\$4,740.00	48.00	\$3,792.00
86	TRAFFIC ISLAND CONCRETE	84 SY	100.00	8,400.00	110.00	\$9,240.00	59.00	\$4,956.00
87	CATCH BASIN TYPE 1	1 EA	4,500.00	4,500.00	7,500.00	\$7,500.00	3,750.00	\$3,750.00
Bid Total			\$1,746,746.00		\$1,945,231.25		\$2,196,197.25	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,746,746.00	0.00	0.00	0.00	1,746,746.00
CAMERON-REILLY LLC (Submitted)	1,945,231.25	0.00	0.00	0.00	1,945,231.25
WM WINKLER COMPANY (Submitted)	2,196,197.25	0.00	0.00	0.00	2,196,197.25

Low Bid Contractor: CAMERON-REILLY LLC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,945,231.25	1,746,746.00	11.36 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,945,231.25	1,746,746.00	11.36 % Over Estimate



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/13/2023
Clerk's File #	OPR 2023-0624
Renews #	
Cross Ref #	
Project #	2022095
Bid #	
Requisition #	CR 25085

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – STRONG RD (2022095) – SHAMROCK PAVING

Agenda Wording

Low Bid of Shamrock Paving, Inc. (Spokane, WA) for the Strong Road Five Mile to Cannon in the amount of \$969,000.00. An administrative reserve of \$96,900.00, which is 10% of the contract price, will be set aside. (Five Mile Neighborhood Council)

Summary (Background)

On June 12, 2023 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$969,000.00, which is \$118,500 or 13.9% above the Engineer's Estimate; four other bids were received as follows: Wm Winkler Company - \$1,057,368.75; Inland Asphalt Company - \$1,089,089.00; Red Diamond Construction, Inc. - \$1,176,186.50; and N.A. Degerstrom - \$1,206,109.00.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 1,065,900.00
Select	\$
Select	\$
Select	\$

Budget Account

3200 48400 95300 56501 86100
#
#
#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 5/22/23
Council Sponsor	Kinnear & Bingle
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	ddaniels@spokanecity.org
	jgraff@spokanecity.org
	pyoung@spokanecity.org
	chuckg@shamrockpaving.us

Additional Approvals

Purchasing	WAHL, CONNIE
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Briefing Paper

PIES

Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Strong Rd. – Five Mile Rd. to Cannon Rd.
Summary (Background)	<ul style="list-style-type: none"> Strong Rd. is in poor condition. This project performs a heavy maintenance treatment for that portion of Strong Rd. between Five Mile Rd. and Cannon (just west of Austin Rd.). Heavy maintenance will be a cement treated base overlaid by crushed rock (gravel) and asphalt without road widening. This project is paid with local funds and is planned for construction late this summer/fall. Traffic will be detoured around the project during construction.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to advertise in about July 2023 and be constructed in late summer/fall 2023.
<p>• Fiscal Impact: Total Cost: This project is expected to cost about \$1M.</p> <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location





City of Spokane
PUBLIC WORKS CONTRACT
Title: **STRONG ROAD – 5 MILE TO CANNON**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **STRONG ROAD – 5 MILE TO CANNON PROJECT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022095 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$969,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 23-120

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE HUNDRED SIXTY-NINE THOUSAND AND NO/100 DOLLARS (\$969,000.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **STRONG ROAD – 5 MILE TO CANNON PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE HUNDRED SIXTY-NINE THOUSAND AND NO/100 DOLLARS (\$969,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **STRONG ROAD – 5 MILE TO CANNON PROJECT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	\$ 8,000.00	\$ 8,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
4	POTHOLING	5.00 EA	\$ 875.00	\$ 4,375.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,000.00	\$ 5,000.00
6	MOBILIZATION	1.00 LS	\$ 89,405.50	\$ 89,405.50
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 37,500.00	\$ 37,500.00
8	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
9	SPECIAL SIGNS	155.00 SF	\$ 24.00	\$ 3,720.00
10	PORTABLE CHANGEABLE MESSAGE SIGN	672.00 HR	\$ 3.50	\$ 2,352.00
11	TYPE III BARRICADE	15.00 EA	\$ 100.00	\$ 1,500.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 13,000.00	\$ 13,000.00
13	TREE PROTECTION ZONE	23.00 EA	\$ 290.00	\$ 6,670.00

14	TREE PRUNING	2.00 EA	\$	400.00	\$	800.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	5,500.00	\$	5,500.00
16	SAWCUTTING FLEXIBLE PAVEMENT	4,025.00 LFI	\$	0.55	\$	2,213.75
17	ROADWAY EXCAVATION INCL. HAUL	2,350.00 CY	\$	40.00	\$	94,000.00
18	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	42.00	\$	840.00
19	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	80.00	\$	1,600.00
20	GRADING AND SHAPING - SITE	1.00 LS	\$	20,000.00	\$	20,000.00
21	PREPARATION OF UNTREATED ROADWAY	9,200.00 SY	\$	2.75	\$	25,300.00
22	CRUSHED SURFACING TOP COURSE	1,600.00 CY	\$	80.00	\$	128,000.00
23	CSTC FOR SIDEWALK AND DRIVEWAYS	100.00 CY	\$	300.00	\$	30,000.00
24	CEMENT TREATED BASE INSTALLATION	7,895.00 SY	\$	6.25	\$	49,343.75
25	PORTLAND CEMENT TYPE 2	200.00 TON	\$	235.00	\$	47,000.00
26	HMA CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	7,885.00 SY	\$	30.00	\$	236,550.00
27	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1,280.00 SY	\$	20.00	\$	25,600.00
28	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	400.00 SY	\$	27.00	\$	10,800.00
29	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)

30	COMPACTION PRICE ADJUSTMENT	11,800.00 EST	\$	1.00	\$	11,800.00
31	COMMERCIAL CONCRETE	10.00 CY	\$	200.00	\$	2,000.00
32	VALVE BOX AND COVER	7.00 EA	\$	1,000.00	\$	7,000.00
33	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	7.00 EA	\$	875.00	\$	6,125.00
34	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	4.00 EA	\$	1,000.00	\$	4,000.00
35	CLEANING EXISTING SANITARY SEWERS	4.00 EA	\$	625.00	\$	2,500.00
36	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
37	INLET PROTECTION	1.00 EA	\$	150.00	\$	150.00
38	STREET CLEANING	40.00 HR	\$	300.00	\$	12,000.00
39	TOPSOIL TYPE A, 2 INCH THICK	140.00 SY	\$	31.00	\$	4,340.00
40	HYDROSEEDING	125.00 SY	\$	30.00	\$	3,750.00
41	SOD INSTALLATION	140.00 SY	\$	33.00	\$	4,620.00
42	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	4,200.00	\$	4,200.00
43	REFERENCE AND REESTABLISH SURVEY MONUMENT	4.00 EA	\$	525.00	\$	2,100.00
44	MONUMENT FRAME AND COVER	2.00 EA	\$	1,400.00	\$	2,800.00

45	REMOVE, PROTECT, AND REPLACE EXISTING MAILBOX	19.00 EA	\$	600.00	\$	11,400.00
<hr/>						
46	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	4,500.00	\$	4,500.00
<hr/>						
47	PAVEMENT MARKING - DURABLE HEAT APPLIED	2,490.00 SF	\$	11.00	\$	27,390.00
<hr/>						
48	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	11.00 EA	\$	205.00	\$	2,255.00
<hr/>						
Schedule A-1 Subtotal					\$	<u>969,000.00</u>
<hr/>						
Summary of Bid Items				Bid Total		\$ <u>969,000.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2022095

Project Description Strong Road - Five Mile Road to Austin Road

Original Date

6/12/2023 1:59:00 PM

Project Number: 2022095			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		WM WINKLER COMPANY (Submitted)		INLAND ASPHALT COMPANY (Submitted)		RED DIAMOND CONSTRUCTION INC (Submitted)		N A DEGERSTROM (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	APPRENTICE UTILIZATION	1 LS	4,999.00	4,999.00	8,000.00	\$8,000.00	14,426.00	\$14,426.00	7,800.00	\$7,800.00	5,500.00	\$5,500.00	3,000.00	\$3,000.00
2	REIMBURSEMENT OF THIRD	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	1,000.00	\$1,000.00	700.00	\$700.00	515.00	\$515.00	1,400.00	\$1,400.00	3,500.00	\$3,500.00
4	POTHOLING	5 EA	1,000.00	5,000.00	875.00	\$4,375.00	575.00	\$2,875.00	1,890.00	\$9,450.00	300.00	\$1,500.00	900.00	\$4,500.00
5	PUBLIC LIAISON	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00	5,775.00	\$5,775.00	2,700.00	\$2,700.00	3,000.00	\$3,000.00
6	MOBILIZATION	1 LS	77,000.00	77,000.00	89,405.50	\$89,405.50	91,325.00	\$91,325.00	88,984.45	\$88,984.45	234,000.00	\$234,000.00	140,000.00	\$140,000.00
7	PROJECT TEMPORARY	1 LS	50,000.00	50,000.00	37,500.00	\$37,500.00	34,250.00	\$34,250.00	54,000.00	\$54,000.00	32,000.00	\$32,000.00	150,000.00	\$150,000.00
8	WORK ZONE SAFETY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
9	SPECIAL SIGNS	155 SF	25.00	3,875.00	24.00	\$3,720.00	16.30	\$2,526.50	16.95	\$2,627.25	31.00	\$4,805.00	140.00	\$21,700.00
10	PORTABLE CHANGEABLE	672 HR	8.00	5,376.00	3.50	\$2,352.00	5.50	\$3,696.00	5.65	\$3,796.80	15.00	\$10,080.00	13.00	\$8,736.00
11	TYPE III BARRICADE	15 EA	120.00	1,800.00	100.00	\$1,500.00	55.00	\$825.00	56.50	\$847.50	400.00	\$6,000.00	235.00	\$3,525.00
12	CLEARING AND GRUBBING	1 LS	10,000.00	10,000.00	13,000.00	\$13,000.00	24,300.00	\$24,300.00	51,600.00	\$51,600.00	18,000.00	\$18,000.00	15,100.00	\$15,100.00
13	TREE PROTECTION ZONE	23 EA	400.00	9,200.00	290.00	\$6,670.00	300.00	\$6,900.00	311.00	\$7,153.00	300.00	\$6,900.00	330.00	\$7,590.00
14	TREE PRUNING	2 EA	450.00	900.00	400.00	\$800.00	378.00	\$756.00	395.00	\$790.00	400.00	\$800.00	385.00	\$770.00
15	REMOVAL OF STRUCTURE	1 LS	10,000.00	10,000.00	5,500.00	\$5,500.00	8,600.00	\$8,600.00	18,400.00	\$18,400.00	20,000.00	\$20,000.00	3,360.00	\$3,360.00
16	SAWCUTTING FLEXIBLE	4025 LFI	1.40	5,635.00	0.55	\$2,213.75	4.00	\$16,100.00	0.50	\$2,012.50	2.50	\$10,062.50	1.40	\$5,635.00
17	ROADWAY EXCAVATION	2350 CY	25.00	58,750.00	40.00	\$94,000.00	31.00	\$72,850.00	47.10	\$110,685.00	44.00	\$103,400.00	36.00	\$84,600.00
18	REMOVE UNSUITABLE	20 CY	50.00	1,000.00	42.00	\$840.00	300.00	\$6,000.00	170.00	\$3,400.00	45.00	\$900.00	116.00	\$2,320.00
19	REPLACE UNSUITABLE	20 CY	55.00	1,100.00	80.00	\$1,600.00	350.00	\$7,000.00	202.00	\$4,040.00	65.00	\$1,300.00	35.00	\$700.00
20	GRADING AND SHAPING - SITE	1 LS	10,000.00	10,000.00	20,000.00	\$20,000.00	23,500.00	\$23,500.00	76,000.00	\$76,000.00	28,000.00	\$28,000.00	21,000.00	\$21,000.00
21	PREPARATION OF	9200 SY	2.50	23,000.00	2.75	\$25,300.00	9.90	\$91,080.00	5.30	\$48,760.00	4.00	\$36,800.00	3.50	\$32,200.00
22	CRUSHED SURFACING TOP	1600 CY	52.00	83,200.00	80.00	\$128,000.00	83.50	\$133,600.00	68.50	\$109,600.00	68.00	\$108,800.00	100.00	\$160,000.00
23	CSTC FOR SIDEWALK AND	100 CY	180.00	18,000.00	300.00	\$30,000.00	132.00	\$13,200.00	85.20	\$8,520.00	101.00	\$10,100.00	310.00	\$31,000.00
24	CEMENT TREATED BASE	7895 SY	3.00	23,685.00	6.25	\$49,343.75	4.00	\$31,580.00	4.35	\$34,343.25	5.20	\$41,054.00	6.00	\$47,370.00
25	PORTLAND CEMENT TYPE 2	200 TON	250.00	50,000.00	235.00	\$47,000.00	257.00	\$51,400.00	256.60	\$51,320.00	295.00	\$59,000.00	260.00	\$52,000.00
26	HMA CL. 1/2 IN. HEAVY	7885 SY	30.00	236,550.00	30.00	\$236,550.00	30.50	\$240,492.50	27.40	\$216,049.00	33.00	\$260,205.00	28.00	\$220,780.00
27	HMA CL. 1/2 IN. MEDIUM	1280 SY	18.00	23,040.00	20.00	\$25,600.00	21.00	\$26,880.00	18.50	\$23,680.00	22.00	\$28,160.00	20.00	\$25,600.00
28	COMMERCIAL HMA FOR	400 SY	12.00	4,800.00	27.00	\$10,800.00	30.50	\$12,200.00	27.45	\$10,980.00	36.00	\$14,400.00	30.00	\$12,000.00
29	JOB MIX COMPLIANCE PRICE	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
30	COMPACTION PRICE	11800 EST	1.00	11,800.00	1.00	\$11,800.00	1.00	\$11,800.00	1.00	\$11,800.00	1.00	\$11,800.00	1.00	\$11,800.00
31	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	200.00	\$2,000.00	300.00	\$3,000.00	340.00	\$3,400.00	180.00	\$1,800.00	200.00	\$2,000.00
32	VALVE BOX AND COVER	7 EA	650.00	4,550.00	1,000.00	\$7,000.00	175.00	\$1,225.00	857.00	\$5,999.00	800.00	\$5,600.00	900.00	\$6,300.00
33	ADJUST EXISTING VALVE	7 EA	600.00	4,200.00	875.00	\$6,125.00	707.00	\$4,949.00	1,555.00	\$10,885.00	950.00	\$6,650.00	1,150.00	\$8,050.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

34	ADJUST EXISTING MH, CB,	4 EA	800.00	3,200.00	1,000.00	\$4,000.00	800.00	\$3,200.00	1,740.00	\$6,960.00	1,200.00	\$4,800.00	1,300.00	\$5,200.00
35	CLEANING EXISTING	4 EA	1,000.00	4,000.00	625.00	\$2,500.00	500.00	\$2,000.00	3,000.00	\$12,000.00	1,400.00	\$5,600.00	1,500.00	\$6,000.00
36	ESC LEAD	1 LS	1,000.00	1,000.00	1,000.00	\$1,000.00	1,240.00	\$1,240.00	600.00	\$600.00	1,200.00	\$1,200.00	5,000.00	\$5,000.00
37	INLET PROTECTION	1 EA	120.00	120.00	150.00	\$150.00	258.00	\$258.00	320.00	\$320.00	300.00	\$300.00	250.00	\$250.00
38	STREET CLEANING	40 HR	250.00	10,000.00	300.00	\$12,000.00	275.00	\$11,000.00	260.00	\$10,400.00	94.00	\$3,760.00	180.00	\$7,200.00
39	TOPSOIL TYPE A, 2 INCH	140 SY	18.00	2,520.00	31.00	\$4,340.00	30.00	\$4,200.00	28.25	\$3,955.00	35.00	\$4,900.00	50.00	\$7,000.00
40	HYDROSEEDING	125 SY	2.00	250.00	30.00	\$3,750.00	27.25	\$3,406.25	7.25	\$906.25	36.00	\$4,500.00	30.00	\$3,750.00
41	SOD INSTALLATION	140 SY	25.00	3,500.00	33.00	\$4,620.00	35.00	\$4,900.00	15.00	\$2,100.00	40.00	\$5,600.00	30.00	\$4,200.00
42	CLASSIFICATION AND	1 LS	2,500.00	2,500.00	4,200.00	\$4,200.00	5,750.00	\$5,750.00	425.00	\$425.00	7,400.00	\$7,400.00	8,300.00	\$8,300.00
43	REFERENCE AND	4 EA	1,000.00	4,000.00	525.00	\$2,100.00	4,485.00	\$17,940.00	1,130.00	\$4,520.00	650.00	\$2,600.00	820.00	\$3,280.00
44	MONUMENT FRAME AND	2 EA	700.00	1,400.00	1,400.00	\$2,800.00	500.00	\$1,000.00	2,200.00	\$4,400.00	900.00	\$1,800.00	1,000.00	\$2,000.00
45	REMOVE, PROTECT, AND	19 EA	900.00	17,100.00	600.00	\$11,400.00	650.00	\$12,350.00	672.50	\$12,777.50	650.00	\$12,350.00	1,390.00	\$26,410.00
46	SIGNING, PERMANENT - CITY	1 LS	4,000.00	4,000.00	4,500.00	\$4,500.00	6,000.00	\$6,000.00	6,210.00	\$6,210.00	6,500.00	\$6,500.00	4,650.00	\$4,650.00
47	PAVEMENT MARKING -	2490 SF	15.00	37,350.00	11.00	\$27,390.00	12.80	\$31,872.00	13.25	\$32,992.50	14.00	\$34,860.00	11.00	\$27,390.00
48	WORD AND SYMBOL	11 EA	400.00	4,400.00	205.00	\$2,255.00	201.50	\$2,216.50	210.00	\$2,310.00	300.00	\$3,300.00	213.00	\$2,343.00
Bid Total			\$850,500.00	\$969,000.00	\$1,057,368.75	\$1,089,089.00	\$1,176,186.50	\$1,206,109.00						

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	850,500.00	0.00	0.00	0.00	850,500.00
SHAMROCK PAVING INC (Submitted)	969,000.00	0.00	0.00	0.00	969,000.00
WM WINKLER COMPANY (Submitted)	1,057,368.75	0.00	0.00	0.00	1,057,368.75
INLAND ASPHALT COMPANY (Submitted)	1,089,089.00	0.00	0.00	0.00	1,089,089.00
RED DIAMOND CONSTRUCTION INC (Submitted)	1,176,186.50	0.00	0.00	0.00	1,176,186.50
N A DEGERSTROM (Submitted)	1,206,109.00	0.00	0.00	0.00	1,206,109.00

Low Bid Contractor: SHAMROCK PAVING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	969,000.00	850,500.00	13.93 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	969,000.00	850,500.00	13.93 % Over Estimate

**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd	6/5/2023
Clerk's File #	OPR 2017-0356
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 13-15
Requisition #	CR25022

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER X7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE

Agenda Wording

Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system. This system was developed to replace the old ePCR system. The cost of the annual fees is \$88,446.02

Summary (Background)

This contract is with ESO Solutions for the annual maintenance and support of the incident record management system (OPR2017-0356). This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$88,446.02

Select \$

Select \$

Select \$

Budget Account

1970-35310-22200-54820-99999

#

#

#

Approvals**Dept Head** SCHAEFFER, BRIAN**Division Director** SCHAEFFER, BRIAN**Finance** SCHMITT, KEVIN**Legal** HARRINGTON, MARGARET**For the Mayor** PERKINS, JOHNNIE**Additional Approvals****Purchasing** NECHANICKY, JASON**Council Notifications****Study Session\Other** PSCH 06/05/2023**Council Sponsor** CM KINNEAR & CM CATCHART**Distribution List**

contracts@eso.com

fireaccounting@spokanecity.org

kschmitt@spokanecity.org

bschaeffer@spokanecity.org

Committee Agenda Sheet

[Public Safety & Community Health]

Submitting Department	Fire IT
Contact Name & Phone	Brian Schaeffer x7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear & CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1970 - ESO Solutions, Inc. Annual Subscription Fees for Software
Summary (Background)	<p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system (OPR2017-0356). This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2023 through July 20, 2024. Annual cost will be approximately \$ \$88,446.02 (including tax). This is the 6th annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>
Proposed Council Action & Date:	

Fiscal Impact:

Total Cost: \$88,446.02

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None

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

N/A

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

Reports are evaluated for quality and staff engage with end users to determine potential improvements or enhancements to the system.

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?

SFD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



City of Spokane

CONTRACT RENEWAL

**Title: ANNUAL SUBSCRIPTION FOR
INCIDENT RECORD MANAGEMENT SYSTEM**

THIS Contract Renewal is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **ESO SOLUTIONS, INC.**, whose address is 679449, Dallas, Texas 75267, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide subscription services to its Record Management System; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 1, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 21, 2023 and shall run through July 20, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHTY EIGHT THOUSAND FOUR HUNDRED FORTY-SIX AND 02/100 DOLLARS (\$88,446.02)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

5. DEBARMENT AND SUSPENSION.

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

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

ESO SOLUTIONS, INC.

**CITY OF SPOKANE
FIRE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – ESO Invoice dated June 21, 2023

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



Please send payments to:
 ESO Solutions, Inc.
 PO Box 679449
 Dallas, TX 75267-9449

Invoice

Date: 6/21/2023
Invoice # ESO-108138
Terms Net 30
Due Date 7/21/2023
PO#

Bill To

Spokane Fire Department
 44 W Riverside Ave.
 Spokane WA 99201
 United States
mlopez@spokanecity.org

Ship To

Spokane Fire Department
 44 W Riverside Ave.
 Spokane
 WA 99201
 US

Item	From	To	QTY	UOM	List Amount	Discount	Total
Telestaff Integration Integration with Telestaff Rostering to place staff on the appropriate calls.	7/21/2023	7/20/2024	1	Incidents	USD \$2,835.63	USD \$0.00	USD \$2,835.63
ESO EHR Suite Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	7/21/2023	7/20/2024	37,498	Incidents	USD \$54,095.29	USD \$4,500.00	USD \$49,595.29
EHR - First Watch Interface Enables transfer of EHR data to First Watch.	7/21/2023	7/20/2024	37,498		USD \$3,272.72	USD \$0.00	USD \$3,272.72
Fire Incidents (by Volume) Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	7/21/2023	7/20/2024	1	Incidents	USD \$25,673.63	USD \$0.00	USD \$25,673.63

Invoice Message:

Total (Without Tax): USD \$81,377.27

Tax: USD \$7,068.75

Grand Total: USD \$88,446.02

Amount Paid/Credit: USD \$0.00

Total Recurring: USD \$81,377.27

Total One-Time:

Invoice Balance: USD \$88,446.02

ACH/EFT bank information:

PNC Bank
 Routing: 031207607
 Account Number: 8026412499
 Swift Code: PNCCUS33

Check Remittance lockbox address:

ESO Solutions, Inc.
 PO Box 679449
 Dallas, TX 75267-9449

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Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

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ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date:	6/21/2023
Invoice #	ESO-108138
Terms	Net 30
Due Date	7/21/2023
PO#	

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/4939073/?amount=9109940.06

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/4939073/?card=false



< Business Lookup

License Information:

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

Entity name:	ESO SOLUTIONS INC
Business name:	ESO SOLUTIONS INC
Entity type:	Corporation
UBI #:	602-909-509
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	11500 ALTERRA PKWY STE 100 AUSTIN TX 78758-3192
Mailing address:	11500 ALTERRA PKWY STE 100 AUSTIN TX 78758-3192



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	072581			Active		Jul-08-2022
Spokane General Business - Non-Resident				Active	Mar-31-2024	Jun-12-2020

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

Governing people	Title
CARTER, JAMES R	
DILLIE, CHRIS	President
JOHNSON, CORTNEY	Treasurer
MUNDEN, ROBERT	Secretary

The Business Lookup information is updated nightly. Search date and time: 4/5/2023 9:40:40 AM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2023

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

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

PRODUCER MARSH USA, LLC. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
CN122676965--Finpr-22-24. ALL		INSURER(S) AFFORDING COVERAGE	
INSURED ESO Solutions, Inc. 11500 Alterra Parkway Suite 100 Austin, TX 78758		INSURER A : Allied World Assurance Company 19489	
		INSURER B : Federal Insurance Company 20281	
		INSURER C : Chubb Indemnity Insurance Company 12777	
		INSURER D : Great Northern Insurance Company 20303	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-003990688-05 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36075664	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73627314	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78196190	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(24) 7182-73-01	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber/Errors & Omissions			0312-8651 'SIR: \$250,000'	05/03/2022	05/03/2023	Limit \$ 5,000,000

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

CERTIFICATE HOLDER City of Spokane 808 W. SP.O.kane Falls Blvd. Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED ESO Solutions, Inc. 11500 Alterra Parkway Suite 100 Austin, TX 78758	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

1st Excess Cyber/Errors & Omissions
 Carrier: Ambridge Excess Connect
 Policy Number: ACX1030822
 Effective Dates: 05/03/2022 - 05/03/2023
 Limit: \$5,000,000 XS \$5,000,000



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	5/25/2023
Clerk's File #	OPR 2023-0037
Renews #	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	ORD C36375
Contact Name/Phone	SARAH 309-6948	Project #	
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0560 GRANT AMENDMENT FOR ADDITIONAL DVITC MONIES		

Agenda Wording

The grantor, the Administrative Office of the Courts (AOC), offered additional funding to support the DVITC (Domestic Violence Intervention Therapeutic Court) program. Additionally, the grantor approved a re-allocation of estimated grant expenses.

Summary (Background)

The SBO for this grant amendment was previously approved on 04/10/2023 (Ordinance C36375). This agenda item formalizes acceptance of the grant amendment in the amount of \$153,647.84. The grant term ends 06/30/2023. Due to delays in the hiring of the Community Justice Counselors, it is necessary to modify the spending allocation as previously estimated. The grantor has approved the allocation change via email but the grant amendment will not be updated to reflect this change.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense	\$ \$153,647.84	Budget Account	# 1360-91214-12500-5****-99999
Revenue	\$ \$153,647.84		# 1360-91214-99999-33775-99999
Select	\$		#
Select	\$		#

Approvals

Dept Head	DELANEY, HOWARD
Division Director	LOGAN, MARY
Finance	BUSTOS, KIM
Legal	HARRINGTON,
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Public Safety 03/06/23
Council Sponsor	CP Beggs/ CM Wilkerson

Additional Approvals

Purchasing	sthompson@spokanecity.org
ACCOUNTING -	aharte@spokanecity.org
	kbustos@spokanecity.org
	jlargent@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The original grant was \$293,800.00. The grant amendment was \$153,647.84. The total grant and final approved allocation is as follows: Salaries & Benefits \$83,737.00 Staff Training & Equipment \$59,152.00 Treatment Services \$50,000.00 Other Participant Services \$254,558.84* Total Grant \$447,447.84* *It should be noted that the amount of the amendment is \$30k lower than the SBO due to a clerical error by the grantor (Administrative Office of the Courts). The \$30k difference is not problematic because the grant cannot be fully spent by the 06/30/2023 end date. The \$30k will be reduced from the grant budget and set aside as a reserve for budget adjustment so the funds can't be inadvertently spent.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

GRANT AMENDMENT 1 for - IAA23976
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL COURT

THIS Amendment to the Agreement is made by and between, **Washington State Administrative Office of the Courts (AOC)** and **Spokane Municipal Court** , (Grantee).

PURPOSE This Amendment amount moves money in the cost categories and increases the compensation. The Amendment One Amount is **\$153,647.84**

COMPENSATION AND PAYMENT

The original Agreement amount was ~~\$293,800.00~~ listed in the categories below.

Cost Category	Amount
Personnel salaries & benefits	\$220,000.00
Staff equipment & training	\$12,000.00
Treatment services	\$25,000.00
Other participant services	\$36,800.00
Total	\$293,800.00

This Amendment increases agreement compensation amount to **\$447,447.84** and lists amounts in the cost categories below:

Cost Category	Amount
Personnel salaries & benefits	\$245,000.00

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Spokane Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org , 309-6948
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Administrative Office of the Courts – Additional DVITC Grant SBO
Summary (Background)	<p>Domestic Violence Intervention Therapeutic Court Grant</p> <p>On January 23, 2023, the SBO for the Domestic Violence Intervention Therapeutic Court (DVITC) program was approved. The Administrative Office of the Courts (AOC) offered additional funding to support the DVITC program.</p> <p style="text-align: center;"><u>Office Space</u></p> <p>Community Justice Services has exhausted the current footprint of the leased space of the Public Safety Building (PSB) located at 1100 W. Mallon, Spokane, WA 99260. The PSB is owned by Spokane County and all space within the complex is regularly argued over by multiple jurisdictions including Municipal Court, Spokane County District Court, Spokane County Superior Court, including both the Spokane County Sheriff Office and City of Spokane Police Department. Community Justice Services (CJS) is currently expanding services and programs offered to the Spokane community including services in the Pretrial Services Unit, Electronic Monitoring Unit, and Therapeutic Court Unit. To meet the needs of the Therapeutic Court Unit additional space was determined necessary and was successfully found at Monroe Court located at 901 North Monroe Street, Ste. 356, Spokane, WA, 99260. The lease opportunity at Monroe Court provides the necessary footprint and service capabilities for the Domestic Violence Intervention Therapeutic Court Community Justice Counselors for the duration of the pilot and program. The 1,397 square foot office space is a turnkey location being leased at the rate of \$54,147.84 for two years.</p> <p style="text-align: center;"><u>Training</u></p> <p>We will send all members of the Domestic Violence Intervention Therapeutic Team to the National Adult Drug Court Professionals annual Rise Conference on June 26th-29th, 2023. With registration, hotel, rental, airfare and per diem we expect the total cost to be \$2,500 per person for a total of \$32,500. Our current agreements allot for \$12,000 to be used for training. An additional \$14,500 was approved for this training.</p> <p>We will send the Therapeutic Court Coordinator to the Practitioner Training March 27th-March 30th, 2023, and with registration, hotel, rental, airfare, and per diem we expect the total cost to be \$2,500.</p>

We will send one of the DVITC Judges to the Practitioner Training November 27th-December 1st, 2023, and with registration, hotel, rental, airfare, and per diem we expect the total cost to be \$2,500.

Computer Software

We will have a designated IT staff person fulltime for up to 5 months to work through our new software to create the modules and reports needed for DVITC. This will significantly increase our ability to track and provide data. The approved amount is \$25,000 for IT support.

Housing

We will provide funding assistance for housing. All sober living homes have move in costs and charge monthly rates. We would like to assist with the first 3 months of transitional living for participants engaged in treatment services to allow them to focus on rebuilding their lives without the burden of seeking immediate employment to cover housing costs. This removes the barrier of placing employment over the program. The approved amount is \$50,000 for housing.

Incentives

We will provide incentives to the DVITC participants for meeting program milestones and other personal events such as maintaining sobriety, completing assessments and treatment, obtaining, and maintaining employment, furthering education, and other events. Better outcomes are achieved in Therapeutic Courts with the use of incentives such as gift cards, sobriety tokens, journals, items with words of affirmation, snacks, etc. The approved amount is \$5,000 for incentives.

Basic Needs

We will support the participants and victims with basic needs. The DVITC program will not only focus on the perpetrator (participant) but also on the intimate partner/family. The program is projected to offer services to the participant and intimate partner/family.

Basic needs for the participant may include weather appropriate clothing, food, hygiene items, haircut, and laundry services. The anticipated amount for participant basic needs is \$5,000.

Basic needs for the victim(s) may include weather appropriate clothing, food, hygiene items, laundry services, child needs (formula, diapers, blankets, car seat, etc.), hotel voucher, cell phones, etc. The anticipated amount for victim basic needs is \$10,000.

Transportation

We will support transportation services such as bus passes, Uber rides, taxicab vouchers. The approved amount is \$10,000 for transportation services.

Prosocial Activities

We would like to partner with the YMCA to provide gym memberships on a sponsorship basis at a reduced cost to the participant/court. As part of a treatment court, participants are required to complete

prosocial activities each week. Often funding prohibits participants from seeking activities that have a financial component. The approved amount is \$5,000 for prosocial activities.

The AOC funding award includes an increase to the following:

1. Community Justice Counselors Grant Award:

Personnel Salaries & Benefits	\$25,000
Staff Equipment & Training	\$19,500
Treatment Services/Compliance Monitoring	No change
Other Participant Services*	\$139,147.84
Total Increase in award:	\$183,647.84

Proposed Council Action Approve SBO – March 20, 2023

Fiscal Impact
 Total Cost: \$898,465.84 (\$183,647.84-additional award and 714,818 previously approved)
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source: AOC DVITC Grants

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?

The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

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 Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age,

gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.

Spokane Municipal Court kindly asks to move approximately \$171,315 (\$157,170 request plus an estimated \$14,145.30 in taxes) from Salary and Benefits to the below cost categories to support Municipal Court's Therapeutic Court programs: DUI Court; Mental Health Court; Domestic Violence Intervention Treatment Court; Veterans Court; and Community Court.

Due to the award timeframe and the Civil Service process; Municipal Court was unable to hire two Community Justice Counselors and one Community Justice Specialist for the full duration of this award. Two CJC's started in April, the CJS will onboard in June.

Below is the breakdown of the items Municipal Court would like to purchase, or services to utilize by June 30, 2023.

Program Equipment and Technology

The amount of \$24,315 is requested to support the office setup of the two CJC's and one CJS and to provide all the Therapeutic Courts with supplies to support their programs.

ITEM	QUANTITY	COST	TOTAL
Laptop	1	\$ 4,000	\$ 4,000
Docking Station	1	\$ 250	\$ 250
Printer	2	\$ 500	\$ 1,000
Desk	2	\$ 650	\$ 1,300
Toner	4	\$ 345	\$ 1,382
Notepads	2	\$ 25	\$ 50
AED	4	\$ 3,000	\$ 12,000
Case of Paper	2	\$ 40	\$ 80
Binders	6	\$ 44	\$ 264
Certificate Frames	4	\$ 48	\$ 192
Certificate Paper	10	\$ 13	\$ 129
Binder Dividers	10	\$ 23	\$ 225
Certificate Holders	10	\$ 20	\$ 200
BIC pens	4	\$ 27	\$ 107
Headset	3	\$ 263	\$ 788
Clear plastic name plates	3	\$ 52	\$ 156
Webcam	3	\$ 26	\$ 79
Power strip	3	\$ 22	\$ 66
2-drawer file cabinet	5	\$ 147	\$ 734
Push pins	5	\$ 6	\$ 29
Batteries AAA	2	\$ 22	\$ 44
Batteries AA	2	\$ 24	\$ 47
4-drawer filing cabinet	2	\$ 249	\$ 498
Post-it notes	2	\$ 13	\$ 26
Chairs for clients	4	\$ 65	\$ 260
Clipboards	4	\$ 40	\$ 160
Pens	5	\$ 10	\$ 50
Tape Dispenser	4	\$ 25	\$ 100
Stapler	4	\$ 25	\$ 100

Training and Travel

The amount of \$1,600 is requested to support training and CLE.

ITEM	QUANTITY	COST	TOTAL
Seeking Safety on June 9th	10	\$ 160	\$ 1,600

Treatment

The amount of \$25,000 is requested to provide Substance Use and Mental Health assessments to all Community Court participants screened by the CCAT identifying as recommending further assessment. Community Court participants are not insured upon entering the program and enrollment in Medicaid is not effective until the following month. By having immediate access to assessments, participants can be referred to the appropriate level of care within a week. This is highly important after the Special Session and local City of Spokane Ordinance on use/possession of controlled substance.

ITEM	QUANTITY	COST	TOTAL
Assessments	100	\$ 250	\$ 25,000

Recovery Supports

The amount of \$106,255 is requested to support the various Therapeutic Court programs with a higher focus on the Community Court population who struggle to meet daily basic needs. Assisting with hygiene, food, showers, laundry, cooling items, water, anything will have a profound impact on the participant appearing for court and their engagement in services.

ITEM	QUANTITY	COST	TOTAL
Bus Passes 2-hour	2500	\$ 2	\$ 5,000
Bus Passes 1-day	2500	\$ 7	\$ 17,500
Bus Passes 7-day	500	\$ 17	\$ 8,500
Cell Phone	100	\$ 30	\$ 2,999
Cell Minutes	300	\$ 20	\$ 6,000
Dustpans/Brooms	7	\$ 56	\$ 394
Vests	8	\$ 23	\$ 184
Trash bags 13 gal	10	\$ 12	\$ 119
Trash bags 40 gal	10	\$ 45	\$ 455
Bottled Water-case	20	\$ 7	\$ 140
Hygiene Kits	75	\$ 20	\$ 1,500
Food bags	75	\$ 25	\$ 1,875
Gas cards	50	\$ 25	\$ 1,250
Grocery Cards	75	\$ 25	\$ 1,875
Cooling towels	5	\$ 60	\$ 300
Neck wraps	5	\$ 44	\$ 220
Translation of docs	1	\$ 20,000	\$ 20,000
PO Box	1	\$ 65	\$ 65
State ID	80	\$ 20	\$ 1,600
Gym memberships	50	\$ 100	\$ 5,000
Laundry Cards	100	\$ 5	\$ 500
Vet Court Presentation of Colors	1	\$ 150	\$ 150
Housing-Royal Life	20	\$ 500	\$ 10,000
Haircuts	100	\$ 25	\$ 2,500
Snacks in Court to increse engagement	15	\$ 20	\$ 300
Sunscreen	7	\$ 15	\$ 105
Backpacks-Adult	5	\$ 113	\$ 564
Backpacks-Kids	5	\$ 132	\$ 660
Shower cards	100	\$ 10	\$ 1,000
Clothing vouchers	200	\$ 40	\$ 8,000
Smoking cestation kits	75	\$ 20	\$ 1,500
Community Resource bags	200	\$ 30	\$ 6,000

From: [Thompson, Sarah](#)
To: [Bustos, Kim](#)
Subject: FW: IAA23976-Request to move funds
Date: Friday, June 02, 2023 07:33:18
Attachments: [image005.png](#)
[Request to move Cost Categories.docx](#)

Hi Kim,

Please see the below approval from the AOC to move \$161,262.53 on the CJS award to:

Equipment & Training: \$25,915 + \$159.98 (S&H) +\$1,576.70 (estimated tax) = total \$27,651.68

Treatment Services: total \$25,000

Other Participant Services: \$106,255 + \$2,355.85 (estimated tax) = total \$108,610.85

Attached is the breakdown of the spending.

Thanks,

Sarah

From: Oyler, Stephanie <Stephanie.oyler@courts.wa.gov>
Sent: Thursday, June 1, 2023 7:30 PM
To: Thompson, Sarah <sthompson@spokanecity.org>
Subject: RE: IAA23976-Request to move funds

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Sarah,

I approve you moving funds as specified below – I believe the new total being moved is \$161,262.53 but please double check my math (not my strong suit, as we've learned!).

Since we are so close to the end of this grant period, you will not receive an amendment for this change, so please make sure to document the change in the narrative of your final report (due July 15). A brief sentence or two about how you've moved funds between the categories is fine. In future agreement years, you are likely to be limited to moving categories once per year, so the process will be different and probably more strict in the future.

Please let me know if you need anything additional.

Thank you,

Stephanie Oyler (she/her)

Court Association Coordinator | Office of Judicial and Legislative Relations

Administrative Office of the Courts

M: 360.890.0901

stephanie.oyler@courts.wa.gov

www.courts.wa.gov



From: Thompson, Sarah <sthompson@spokanecity.org>

Sent: Thursday, June 1, 2023 6:06 PM

To: Oyler, Stephanie <Stephanie.oyler@courts.wa.gov>

Subject: RE: IAA23976-Request to move funds

External Email Warning! This email has originated from outside of the Washington State Courts Network. Do not click links or open attachments unless you recognize the sender, are expecting the email, and know the content is safe. If a link sends you to a website where you are asked to validate using your Account and Password, **DO NOT DO SO!** Instead, report the incident.

Hi Stephanie,

Thanks again for all the help, guidance, and support. Here are the breakdowns for each category:

Equipment & Training: \$25,915 + \$159.98 (S&H) + \$1,576.70 (estimated tax) = total \$27,651.68

Treatment Services: total \$25,000

Other Participant Services: \$106,255 + \$2,355.85 (estimated tax) = total \$108,610.85

Please let me know what else you need from me.

Thanks,

Sarah



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/13/2023
Clerk's File #	OPR 2019-0928
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	AMANDA BECK 6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	NORTHEAST PDA INTERLOCAL AGREEMENT AMENDMENT

Agenda Wording
 Amendment to OPR 2019-0928 for the Northeast PDA expansion

Summary (Background)
 Amendment to City and County approved interlocal agreement (ILA) (OPR 2019-0928) for the Northeast PDA, encompassing property located in the joint planning area. The NEPDA Board of Directors and Executive Director have requested that City Council and the Board of County Commissioners amend the ILA to expand the NEPDA boundary both south and north.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	Urban Experience 6/12/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Cathcart and Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	sgardner@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	smacdonald@spokanecity.org	
Additional Approvals		abeck@spokanecity.org	
Purchasing		mpiccolo@spokanecity.org	
		jesse.bank@northeastpda.com	
		tstripes@spokanecity.org	
		korlob@spokanecity.org, wthorne@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Planning Services, Community and Economic Development
Contact Name	Amanda Beck
Contact Email & Phone	abeck@spokanecity.org , 625-6414
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Northeast PDA boundary expansion and ILA update
Summary (Background)	<p>The City created and established the Northeast Public Development Authority (PDA) on November 12, 2011 (Ord. C34813) to assist in providing economic development and stimulus to the northeast portion of the City.</p> <p>In 2018, the City and County approved an interlocal agreement (ILA) that reformed the PDA incorporating County property, encompassing property located in the joint planning area and Urban Growth Area. The ILA was approved by the Spokane County Board of County Commissioners on October 8, 2019 (Spokane County Resolution # 19-1390) and by the Spokane City Council on November 21, 2019 (Ord. C35829).</p> <p>The NEPDA Board of Directors and Executive Director have requested that City Council and the Board of County Commissioners amend the ILA to expand the NEPDA boundary both south and north.</p> <p>The northern expansion area includes numerous large, undeveloped parcels fully within Spokane County. The NEPDA has struggled with an inability to pursue large industrial users due to its existing highly fragmented ownership base and associated web of small parcels. This expansion will level the playing field, ensuring the NEPDA is able to adequately compete with other industrial areas for large-scale users that bring meaningful living-wage jobs and facilitate the redevelopment of small parcels through needed supplier networks.</p> <p>The southern expansion area expands the boundaries of the NEPDA to the west and south to include the entirety of the “Downtown Hillyard” commercial area, the full Market Street Corridor, and associated industrial activities related to, but currently outside of the NEPDA boundary. The proposed boundaries are called out in the NEPDA Board of Director’s Resolution 2022-0003, and also staff’s map (attached).</p>
Proposed Council Action	Approve Amended and Restated Interlocal Agreement OPR 2019-0928

Fiscal Impact

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

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring N/A

Specify funding source: [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

Other budget impacts:

As with the existing PDA, the City and County will pass to the NEPDA a proportion of the incremental increases in tax revenue. The incremental revenues shared and paid to the PDA by both the City and County are:

- Real and personal property tax revenue
- Sales tax revenue
- Utility tax revenue
- Leasehold excise tax, and
- Sales and use tax revenue (construction)

Average revenue to the Northeast PDA between 2019-2022 was \$250,000, and the expectation would be for the northern and southern expansions to similarly perform to the rest of the PDA in terms of leveraging reinvestment into this area of the City. The revenues will be utilized to increase redevelopment and therefore property values; new businesses; and increased sales tax revenue from increased commercial activity within the PDA and the greater Hillyard neighborhood.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

All of the existing Northeast PDA is within the New Market Tax Credit area, which overlaps with the City's Spokane Targeted Investment Area, directing the City's economic development efforts in the most economically distressed Census tracts within Spokane. The Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury administers the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate).

Increasing the NEPDA's boundaries allows the organization to positively impact their future revenue stream by attracting and supporting new development within the expanded NEPDA boundaries. The NEPDA focuses on attracting businesses that either provide living-wage jobs, or are providing affordable housing units within the Hillyard neighborhood. Increased redevelopment increases the local headcount that could support existing and future businesses, puts more "eyes on the street" in a neighborhood which has seen decades of disinvestment, and brings more employers and job opportunities to northeast 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?

The Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury administers the New Markets Tax Credit Program (NMTC). Qualifying census tracts are evaluated for their eligibility on an annual basis, in between decennial census, by CDFI staff. Census tracts are removed from eligibility once they no longer meet the above criteria. The Decennial Census and American Community Survey provide that granular demographic data.

Success of redevelopment spurred by the NEPDA would show a decrease in poverty rates and unemployment rates, and an increase in median income and census tract populations as redevelopment had an overall positive impact on the area. Success would ultimately have the census tracts overlapping with the NEPDA being taken out of the federal NMTC program.

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

Data will be collected through periodic demographics collections for the NMTC census tracts, submittals for building permits, and business licenses registered within the NEPDA's boundary. Similarly, as the NEPDA was created to oversee redevelopment within the Hillyard area effectiveness of the PDA's mission will be the revitalization of the area- increased property values, increasing quality of existing housing stock, construction of new affordable housing, and new businesses opening.

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

- ED 1.2 Support of Economic Development Organizations;
- ED 2.1 Land Supply;
- ED 2.2 Revitalization Opportunities;
- The following strategies from the Bemiss, Hillyard and Whitman Neighborhood Plan
 - Objective 5.3: To promote, develop, and recruit Industrial/Manufacturing in the GHNEPA area, particularly in the East Hillyard industrial zone;
 - Action 5.3.3: Recruit & Develop - New manufacturing businesses

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING
REGARDING REFORMATION OF
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

W I T N E S S E T H:

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

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority (PDA) in November 2011 (ORD C-34813) to assist in providing

economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. ~~As a result of this Agreement between the Parties the prior PDA shall cease to operate; and~~

WHEREAS, the Parties entered into an interlocal agreement regarding the reformation of the Northeast Public Development Authority, to incorporate County property located in the joint planning area and Urban Growth Area, which was approved by the Spokane County Board of County Commissioners on October 8, 2019 (Spokane County Resolution # 19-1390) and by the Spokane City Council on November 21, 2019 (City of Spokane Ord. C-35829); and

WHEREAS, the Parties desire to amend the interlocal agreement by adopting a new Amended and Restated Interlocal Agreement in order to amend the boundaries of the Northeast Public Development Authority as set forth in this Amended and Restated Interlocal Agreement; and

~~WHEREAS, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and~~

~~WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and~~

WHEREAS, the Parties desire to enter into this Amended and Restated ~~Interlocal~~ Agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Amended and Restated Interlocal Agreement (“Agreement”) is to ~~revise and reformulate the existing interlocal agreement PDA and in order to expand the PDA’s existing boundaries and to~~ set forth the Parties’ understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties (“the Projects”) within the Geographic Boundaries, as defined herein, located in the City of

Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

Section 2: DEFINITIONS

“Administrative Board” or “Board” means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Amended and Restated Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of Governance/Administrative Board.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment "A".
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½ % of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue*:
 - i. City of Spokane Regular Levy within PDA – incremental increase.
 - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. *Sales Tax Revenue*:
 - i. City of Spokane incremental Sales Tax increase within PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue*:
 - i. City of Spokane incremental Private Utility Tax increase within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax*:
 - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- e. *Business and Occupation Tax Revenue*:
 - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
 - ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A” for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment “B”.

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA’s tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1st of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) Stand Down on Annexation: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Commercial or Industrial Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

Section 4: TERM

This Agreement shall become effective upon signature of both the City and County. Upon the effective date, the Northeast Public Development Authority created by the City in November 2011 under ORD C-34813 shall cease to exist.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

Interim/Transition Period: In order to allow for smooth transition of current operations to the reformed PDA, from the last date of execution of the Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
 - a. Permanent Board Members (4):
 - i. Two County appointments, comprised of one County Commissioner and one administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council.

b. At-large Business Representative (3):

- i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
- ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

(2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.

(3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Amended and Restated Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.

(4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.

(5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.

(6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.

Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.

(7) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

Initial funding for the PDA operating expenses, to include staffing, shall be as follows:

The County shall commit \$180,000 to the revised and reformulated PDA. The County's commitment will be made in two installments with the first amounting to \$120,000 payable on or after January 1, 2020, and the second installment of \$60,000 payable on or before July 1, 2020.

As of the effective date of this Agreement, the City has committed and contributed \$233,333 to the revised and reformulated PDA

Section 8: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County.

Section 9: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or

omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
Fifth Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

With a Copy to Chairman,
Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

Section 12: ANTI-KICKBACK

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

SECTION 13: PRIOR AGREEMENTS

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void

Section 14: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement 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.

Section 15: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

, Chair

, Vice Chair

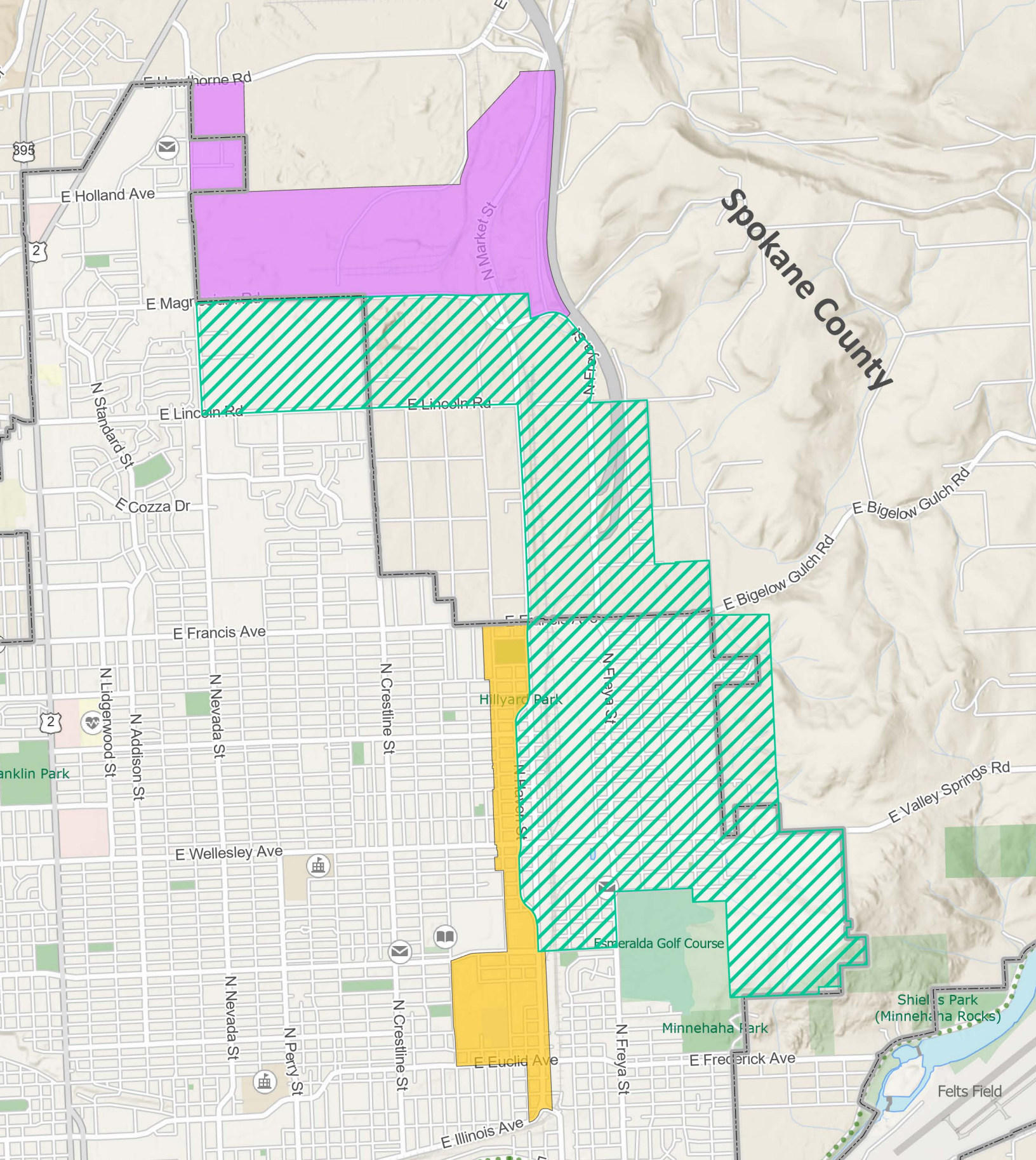
, Commissioner

Attest:

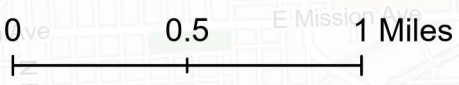
Approved as to form:





Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney



NEPDA Proposed Expansion



-  NEPDA Existing
-  NEPDA North Expansion
-  NEPDA South Expansion
-  City of Spokane Boundary

ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City and County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to a designated account for the PDA in the County's Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

Subsequent year's allocations will be calculated using the same methodology.

Regular Sales and Use Tax

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning January 1, 2020, with 2019 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment "A" from a property or businesses shall be paid to the PDA. Of the remaining 25%, 12½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. Beginning January 1, 2020, with 2019 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from the Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity, and 12 ½% is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

Beginning January 1, 2020, with 2019 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained with the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.



Councilmember Michael Cathcart, District 1
Councilmember Jonathan Bingle, District 1

March 20, 2023

Councilmember Lori Kinnear, District 2
Councilmember Betsy Wilkerson, District 2

Councilmember Karen Stratton, District 3
Councilmember Zach Zappone, District 3

Council President Breean Beggs

Dear Councilmembers,

2023 marks the dawn of a new era for northeast Spokane. With the completion of the North Spokane Corridor and Children of the Sun Trail projects finally in view, and an influx of new property owners and businesses bringing fresh energy and vitality to the area, the long-sought momentum has finally arrived. Gone are the days of stubborn poverty and disinvestment. What remains is a sense of optimism for a bright future that is just around the corner.

The Northeast Public Development Authority (NEPDA) has been an integral driver of this budding prosperity. It has leveraged varied funding sources to create a comprehensive, actionable vision for the future, and is developing a new suite of tools and incentives to holistically reinvest in the area. But much as the area itself must evolve to capture the opportunity presented to it, the NEPDA must make certain that it is properly positioned and has all the tools needed to ensure this growth is sustained.

In 2022 the NEPDA undertook an evaluation of its boundaries to ensure that they fully contained colloquially understood sub-areas, as well as a full complement of use types and parcel sizes to enable the development of a complete, regional ecosystem. In early 2023 the NEPDA Board of Directors passed a resolution (Exhibit A) recommending that the legislative bodies of the City and County consider and take action on two proposed expansion areas.

Expanding the NEPDA to include these areas will bring them needed economic development support and investment, allow businesses to flourish, residents to be engaged, and development that may not have occurred without benefit of the PDA's support to go forward. While both the City and County will be asked to invest the incremental new revenues resulting from economic growth back into the district in the short term, the increased economic activity will have profound impact on the tax base long into the future.



Per the Interlocal Agreement (ILA) executed in 2020 by the City of Spokane and Spokane County, the NEPDA Board of Directors and Executive Director hereby request that the Spokane City Council and Board of County Commissioners expeditiously amend the ILA to expand the NEPDA boundary into the areas depicted in Exhibit B and detailed below.

Northern Expansion Area: This area expands the boundaries of the NEPDA to the north, and includes numerous large, undeveloped parcels fully within Spokane County. The NEPDA has struggled with an inability to pursue large industrial users due to its existing highly fragmented ownership base and associated web of small parcels. This expansion will level the playing field, ensuring the NEPDA is able to adequately compete with other industrial areas for large-scale users that bring meaningful job growth and facilitate the redevelopment of small parcels through needed supplier networks.

Southern Expansion Area: This area expands the boundaries of the NEPDA to the west and south to include the entirety of the "Downtown Hillyard" commercial area, the full Market Street Corridor, and associated industrial activities related to, but currently outside of the NEPDA boundary.

We look forward to engaging in robust conversations on this important issue.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Cathcart".

Councilmember Michael Cathcart
Chair, Board of Directors
Northeast Public Development Authority

A handwritten signature in black ink, appearing to read "Jesse Bank".

Jesse Bank
Executive Director
Northeast Public Development Authority

509.795.0290  MAKEITSPokane.COM

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY



Exhibit A: NEPDA Resolution 2022-003: Review of NEPDA Geographic Boundaries

**NORTHEAST PUBLIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2022-003**

A **RESOLUTION** of the Northeast Public Development Authority (the “NEPDA”) to recommend that the City of Spokane and Spokane County revise and reformulate the existing Geographic Boundaries of the NEPDA to further facilitate economic development and amend the Interlocal Agreement regarding Reformation of the NEPDA.

WHEREAS, the NEPDA was originally established by City of Spokane Ordinance No. C-34813 on December 12, 2011 and reformed by the Interlocal Agreement between the City of Spokane and Spokane County through City of Spokane OPR #2019-0928 and Spokane County Resolution #19-1390 (“Interlocal Agreement”) to assist the City of Spokane and Spokane County to facilitate economic development of the Northeast area of the City and County.

WHEREAS, the Interlocal Agreement currently defines the Geographic Boundaries of the NEPDA;

WHEREAS, the Interlocal Agreement permits the amendment or revision of the NEPDA’s Geographic Boundaries from time to time by the legislative bodies of the City of Spokane and Spokane County based on a written recommendation of the NEPDA Board;

WHEREAS, the NEPDA Board finds it desirable for the continued economic development and furtherance of the goals of the NEPDA and Interlocal Agreement to recommend the legislative bodies reconsider, amend, and/or revise the NEPDA’s current Geographic Boundaries;

WHEREAS, the NEPDA Board seek to recommend the legislative bodies of the City of Spokane and Spokane County amend the Geographic Boundaries to the following:

- to the North
- to the South
- to the West
- to the East;

WHEREAS, it is the determination and recommendation of the NEPDA Board that the proposed Geographic Boundaries of the NEPDA will be advantageous to the continued economic development of the NEPDA;

BE IT RESOLVED, that pursuant to the provisions of the Interlocal Agreement, the NEPDA Board directs the Board Chair and Executive Director to prepare a written recommendation that the legislative bodies of the City of Spokane and Spokane County amend the Geographic Boundaries to the following:

to the North
 to the South
 to the West
 to the East;

because these proposed Geographic Boundaries of the NEPDA will be advantageous to the continued economic development of the NEPDA;

BE IT FURTHER RESOLVED, that the Executive Director and officers of the NEPDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing.

BE IT FURTHER RESOLVED, any actions of the Executive Director, Board of Directors or staff of the NEPDA prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of the Northeast Public Development Authority on the 10th day of February, 2023.

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY




BOARD CHAIR

CERTIFICATE

I, the undersigned, Secretary of the Northeast Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 10th day of February, 2023 at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this 10th day of February, 2023



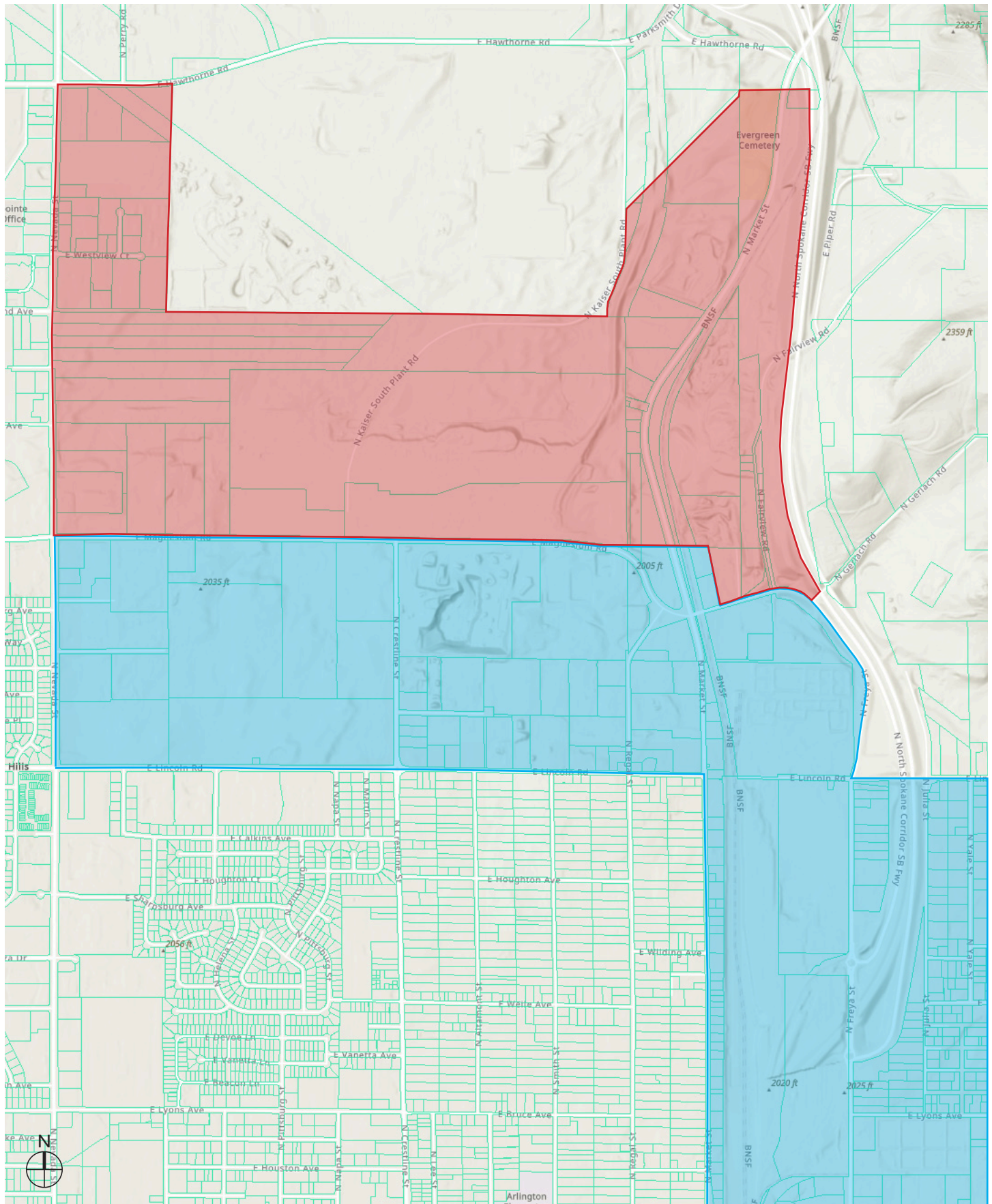
SECRETARY

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NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

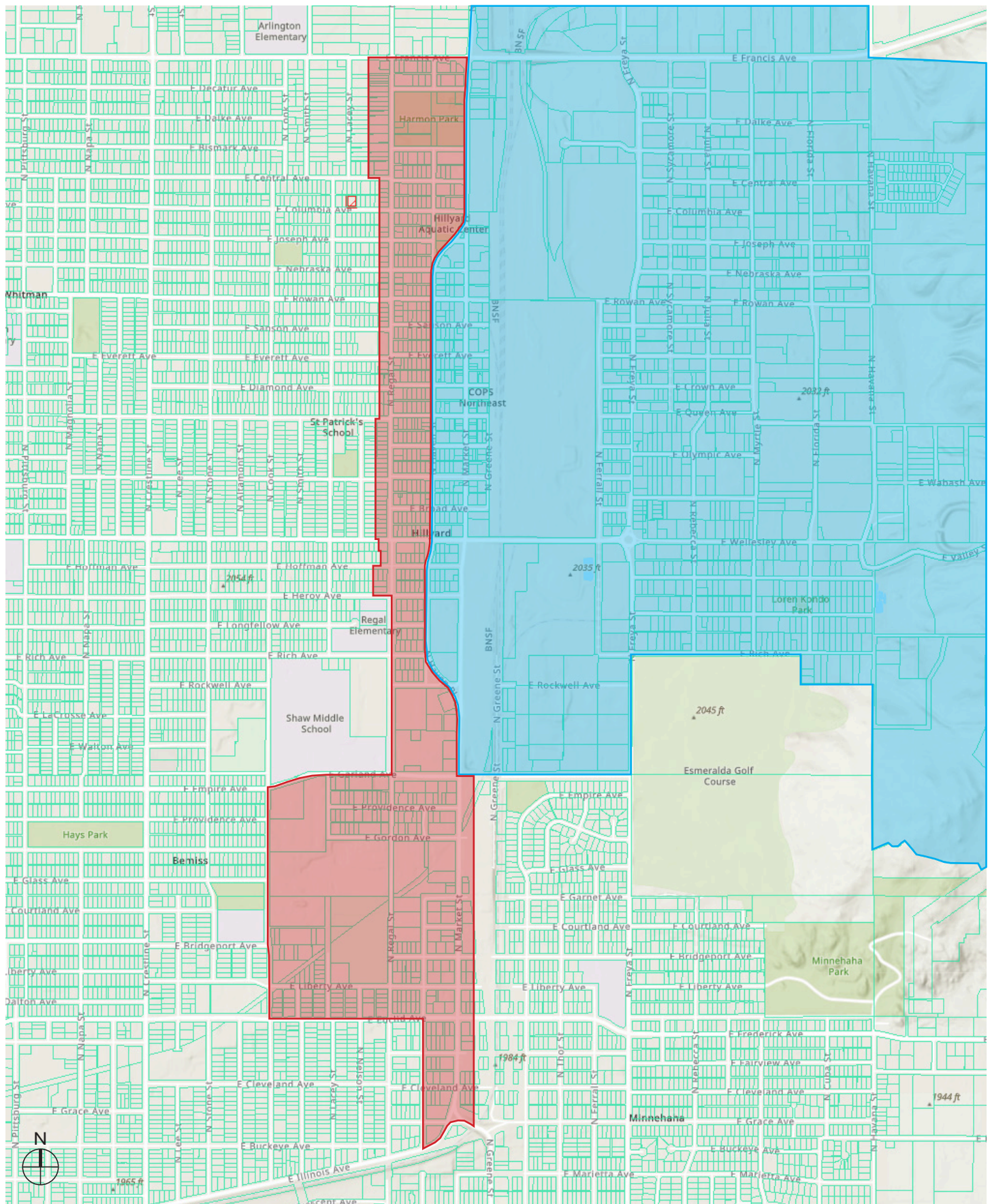


Exhibit B: Expansion Area Maps



2022 NEPDA Proposed Northern Expansion Area

- Existing NEPDA Boundary
- Proposed Northern Expansion



**2022 NEPDA Proposed
Southern Expansion Area**

- Existing NEPDA Boundary
- Proposed Southern Expansion

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING
REGARDING REFORMATION OF
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

W I T N E S S E T H:

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

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority (PDA) in November 2011 (ORD C-34813) to assist in providing

economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. ~~As a result of this Agreement between the Parties the prior PDA shall cease to operate; and~~

WHEREAS, the Parties entered into an interlocal agreement regarding the reformation of the Northeast Public Development Authority, to incorporate County property located in the joint planning area and Urban Growth Area, which was approved by the Spokane County Board of County Commissioners on October 8, 2019 (Spokane County Resolution # 19-1390) and by the Spokane City Council on November 21, 2019 (City of Spokane Ord. C-35829); and

WHEREAS, the Parties desire to amend the interlocal agreement by adopting a new Amended and Restated Interlocal Agreement in order to amend the boundaries of the Northeast Public Development Authority as set forth in this Amended and Restated Interlocal Agreement; and

~~WHEREAS, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and~~

~~WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and~~

WHEREAS, the Parties desire to enter into this Amended and Restated ~~Interlocal~~ Agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Amended and Restated Interlocal Agreement (“Agreement”) is to ~~revise and reformulate the existing interlocal agreement PDA and in order to expand the PDA’s existing boundaries and to~~ set forth the Parties’ understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties (“the Projects”) within the Geographic Boundaries, as defined herein, located in the City of

Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

Section 2: DEFINITIONS

“Administrative Board” or “Board” means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Amended and Restated Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of Governance/Administrative Board.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment "A".
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½ % of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue*:
 - i. City of Spokane Regular Levy within PDA – incremental increase.
 - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. *Sales Tax Revenue*:
 - i. City of Spokane incremental Sales Tax increase within PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue*:
 - i. City of Spokane incremental Private Utility Tax increase within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax*:
 - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- e. *Business and Occupation Tax Revenue*:
 - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
 - ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A” for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment “B”.

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA’s tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1st of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) Stand Down on Annexation: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Commercial or Industrial Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

Section 4: TERM

This Agreement shall become effective upon signature of both the City and County. Upon the effective date, the Northeast Public Development Authority created by the City in November 2011 under ORD C-34813 shall cease to exist.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

Interim/Transition Period: In order to allow for smooth transition of current operations to the reformed PDA, from the last date of execution of the Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
 - a. Permanent Board Members (4):
 - i. Two County appointments, comprised of one County Commissioner and one administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council.

b. At-large Business Representative (3):

- i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
- ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

(2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.

(3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Amended and Restated Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.

(4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.

(5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.

(6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.

Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.

(7) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

Initial funding for the PDA operating expenses, to include staffing, shall be as follows:

The County shall commit \$180,000 to the revised and reformulated PDA. The County's commitment will be made in two installments with the first amounting to \$120,000 payable on or after January 1, 2020, and the second installment of \$60,000 payable on or before July 1, 2020.

As of the effective date of this Agreement, the City has committed and contributed \$233,333 to the revised and reformulated PDA

Section 8: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County.

Section 9: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or

omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
Fifth Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

With a Copy to Chairman,
Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

Section 12: ANTI-KICKBACK

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

SECTION 13: PRIOR AGREEMENTS

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void

Section 14: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement 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.

Section 15: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

, Chair

, Vice Chair

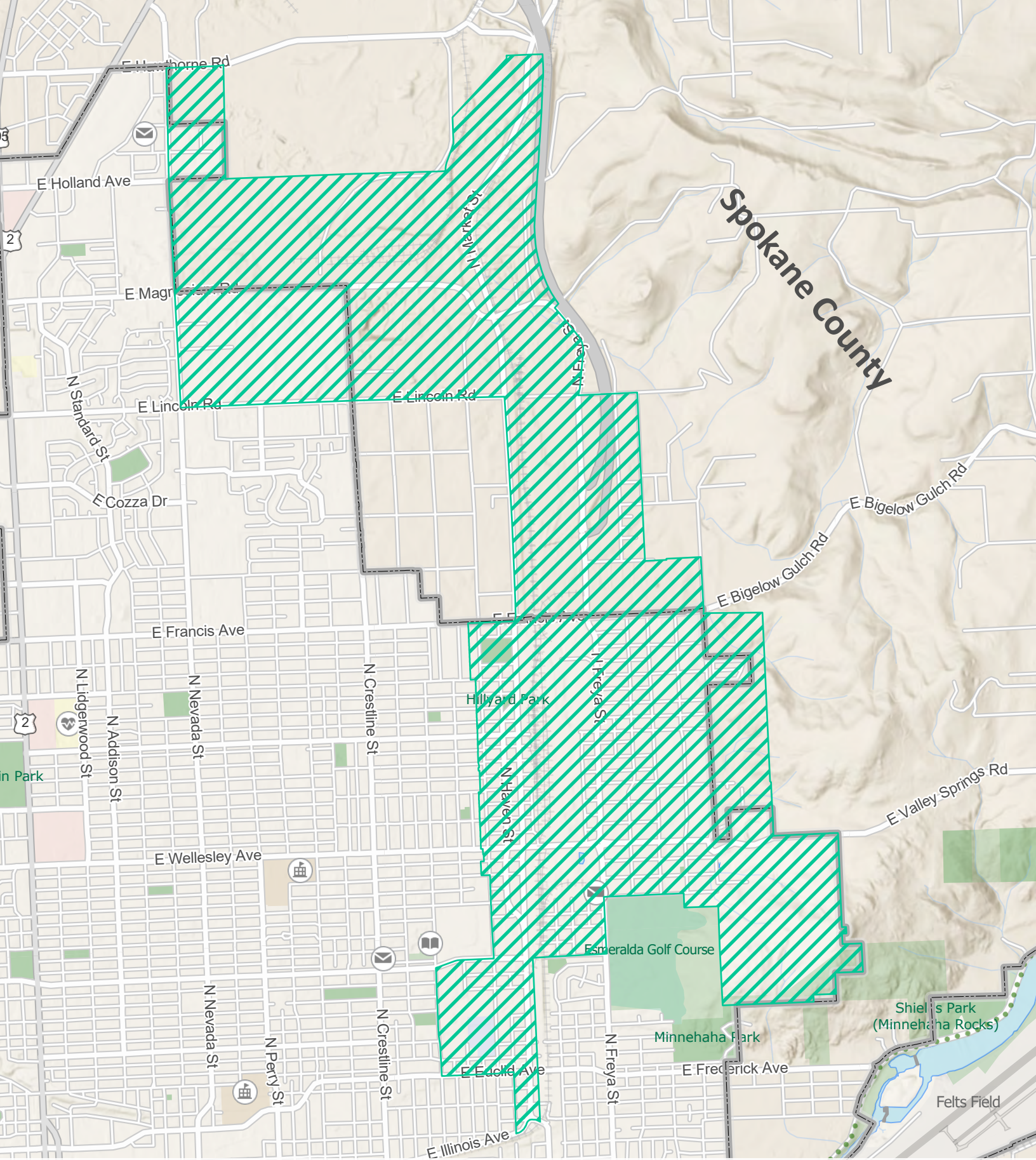
, Commissioner

Attest:

Approved as to form:

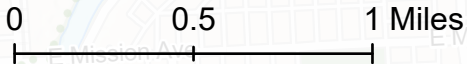
Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney



Spokane County

Attachment A- NEPDA Boundary



City of Spokane Boundary

NEPDA 2023 Expanded Boundaries

June 26, 2023

ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City and County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to a designated account for the PDA in the County's Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

Subsequent year's allocations will be calculated using the same methodology.

Regular Sales and Use Tax

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning January 1, 2020, with 2019 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment "A" from a property or businesses shall be paid to the PDA. Of the remaining 25%, 12½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. Beginning January 1, 2020, with 2019 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from the Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity, and 12 ½% is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

Beginning January 1, 2020, with 2019 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained with the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING REFORMATION OF
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

WITNESSETH:

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

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority (PDA) in November 2011 (ORD C-34813) to assist in providing

economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

WHEREAS, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to revise and reformulate the existing PDA and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

Section 2: DEFINITIONS

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of Governance/Administrative Board.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A”. The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located

within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½ % of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue:*
 - i. City of Spokane Regular Levy within PDA – incremental increase.
 - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. *Sales Tax Revenue:*
 - i. City of Spokane incremental Sales Tax increase within PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue:*
 - i. City of Spokane incremental Private Utility Tax increase within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax:*
 - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- e. *Business and Occupation Tax Revenue:*
 - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
 - ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment "B".

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA's tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1st of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

(3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.

(4) Stand Down on Annexation: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.

- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Commercial or Industrial Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

Section 4: TERM

This Agreement shall become effective upon signature of both the City and County. Upon the effective date, the Northeast Public Development Authority created by the City in November 2011 under ORD C-34813 shall cease to exist.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

Interim/Transition Period: In order to allow for smooth transition of current operations to the reformed PDA, from the last date of execution of the Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) **Formation.** An Administrative Board composed of the following positions shall govern the PDA:
 - a. Permanent Board Members (4):
 - i. Two County appointments, comprised of one County Commissioner and one administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council.
 - b. At-large Business Representative (3):
 - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
 - ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) **Allocation of Votes.** Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) **Voting Requirements.** Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.

- (4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.
- (8) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

Initial funding for the PDA operating expenses, to include staffing, shall be as follows:

The County shall commit \$180,000 to the revised and reformulated PDA. The County's commitment will be made in two installments with the first amounting to \$120,000 payable on or after January 1, 2020, and the second installment of \$60,000 payable on or before July 1, 2020.

As of the effective date of this Agreement, the City has committed and contributed \$233,333 to the revised and reformulated PDA

Section 8: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee,

servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County.

Section 9: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
Fifth Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

With a Copy to Chairman,
Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

Section 12: ANTI-KICKBACK

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

SECTION 13: PRIOR AGREEMENTS

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void

Section 14: MISCELLANEOUS

A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement 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.

Section 15: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 11/21/19

CITY OF SPOKANE

By: David A. Cunniff
 Its: Mayor



Attest:

Yeni H. H. H.
 City Clerk

Approved as to form:

Michael J. P. P.
 Assistant City Attorney

DATED: 10.8.19

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



MARY L. KUNEY, Chair



AL FRENCH, Vice Chair





JOSH KERNS, Commissioner

Attest:

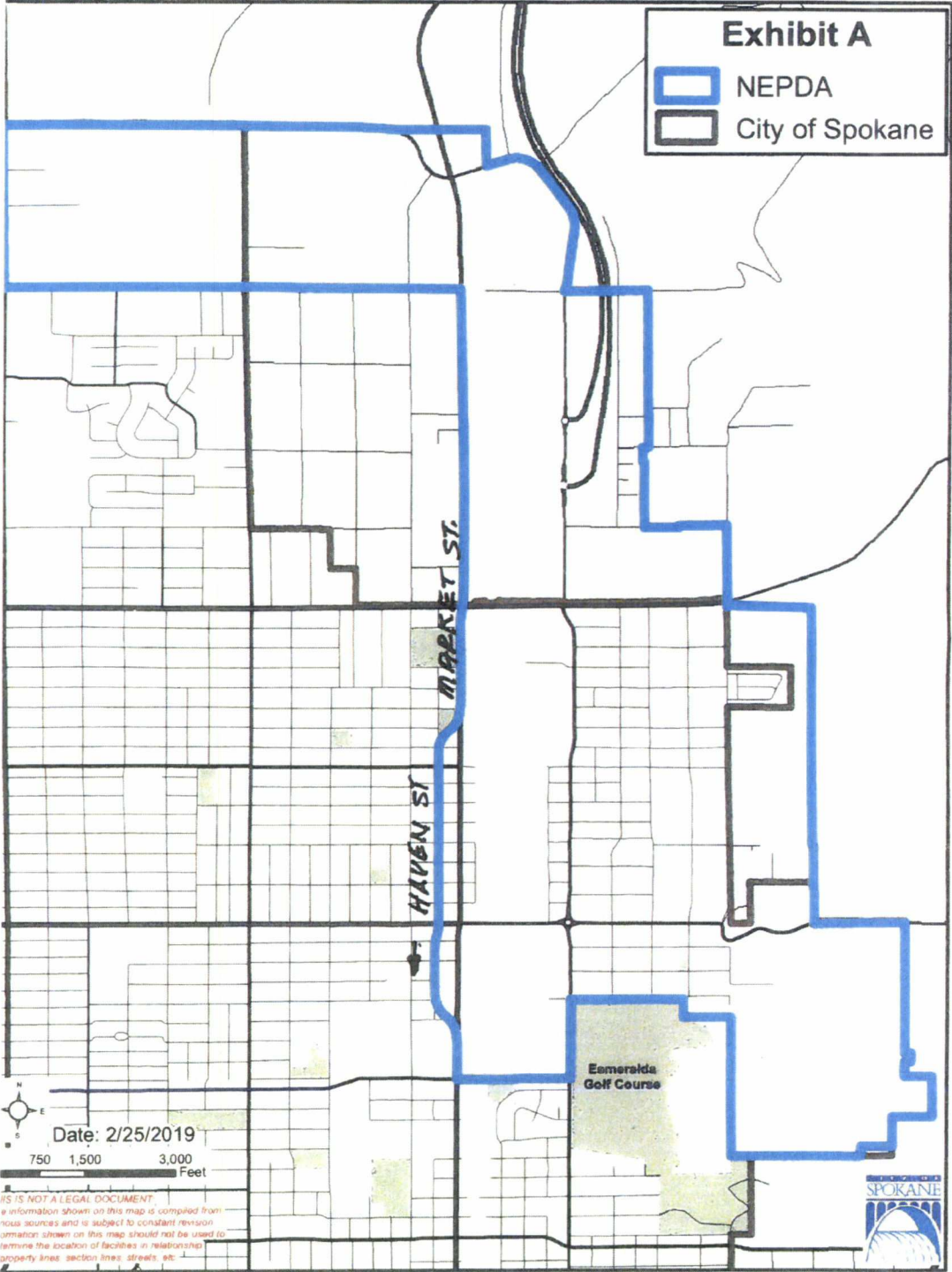


Ginna Vasquez
Clerk of the Board

Approved as to form:



Deputy Civil Prosecuting Attorney



Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

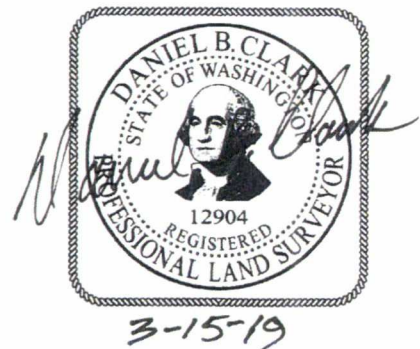
That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

BEGINNING at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;

- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.



ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City and County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to a designated account for the PDA in the County's Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

Subsequent year's allocations will be calculated using the same methodology.

Regular Sales and Use Tax

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning January 1, 2020, with 2019 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment "A" from a property or businesses shall be paid to the PDA. Of the remaining 25%, 12½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. Beginning January 1, 2020, with 2019 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from the Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity, and 12 ½% is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

Beginning January 1, 2020, with 2019 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained with the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0625
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT –BALDWIN FOURPLEX		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with River City 4, LLC, for the future construction of approximately 4 units, at Parcel Number(s) 35103.1213 and 35103.1212, commonly known as 2901 E Baldwin.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 6/12/2023
Council Sponsor	CMs Cathcart and Bingle

Additional Approvals

Purchasing	mpiccolo@spokanecity.org
	Applicant: Conrad Manfred,
	tstripes@spokanecity.org
	jchurchill@spokanecity.org
	rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement 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.

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List

Distribution List	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - 2901 E Baldwin 4 Plex Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 4-11 Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - 2901 E Baldwin 4 Plex</u> at the June 26, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at <u>2901 E BALDWIN AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned <u>RSF</u> and the proposed use is allowed. Estimated Construction Costs: <u>750000</u> Located in the <u>Chief Garry Park</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</u>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and RIVER CITY 4, LLC, as “Owner/Taxpayer” whose business address is PO BOX 11742 SPOKANE, WA 99211.

WITNESSETH:

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

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

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

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

RIVERSIDE PETER SAPRO S68' OF LTS 7&8 BLK 50

Assessor's Parcel Number(s) **35103.1213**,

commonly known as

2901 E BALDWIN AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

RIVER CITY 4, LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0626
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT –REGAL FOURPLEX		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with River City 4, LLC, for the future construction of approximately 4 units, at Parcel Number(s) 35103.1212, commonly known as 1912 N Regal.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 6/12/23
Council Sponsor	CMs Cathcart and Bingle

Additional Approvals

Purchasing	mpiccolo@spokanecity.org
	Applicant: Vadim Smelik, vadim@kodiakgeneral.com
	tstripes@spokanecity.org
	jchurchill@spokanecity.org
	rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement 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.

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - Regal Fourplex Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 4-11 Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Regal Fourplex</u> at June 26, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at 1912 N REGAL ST SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned RSF and the proposed use is allowed. Estimated Construction Costs: 600000 Located in the Chief Garry Park neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and RIVER CITY 4, LLC, as “Owner/Taxpayer” whose business address is PO BOX 11742 SPOKANE, WA 99211.

WITNESSETH:

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

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

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

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

RIVERSIDE PETER SAPRO N74' OF LTS 7&8 BLK 50

Assessor's Parcel Number(s) **35103.1212**,

commonly known as

1912 N REGAL ST SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

RIVER CITY 4, LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0627
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT –ISAAC 6-PLEX		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with CRANDALL, GARY L & PAMELA M for the future construction of approximately 6 units, at Parcel Number(s) 35212.1917, commonly known as 1427 E 1st Ave.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 6/12/2023
Council Sponsor	CMs Kinnear and

Additional Approvals

Purchasing	mpiccolo@spokanecity.org
	Applicant: Timofey Oberemok,
	tstripes@spokanecity.org
	jchurchill@spokanecity.org
	rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement 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.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the Issac 6plex Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as an 8-year Market Rate Exemption.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>Issac 6plex</u> at the June 26, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for units, at 1427 E 1ST AVE SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned CC2-EC and the proposed use is allowed. Estimated Construction Costs: 750000 Located in the East Central neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and CRANDALL, GARY L & PAMELA M, as “Owner/Taxpayer” whose business address is 3437 W CRANDALL LN SPOKANE, WA 99208-8249.

WITNESSETH:

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

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

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

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

NOSLERS HOME ADD L18 B1

Assessor’s Parcel Number(s) 35212.1917,

commonly known as

1427 E 1ST AVE SPOKANE, WA.

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

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

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

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

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

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

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

4. The Owner/Taxpayer intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

CRANDALL, GARY L & PAMELA M

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0628
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT –MANITO 6		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with 1517 S Grand Blvd, LLC, for the future construction of approximately 6 units, at Parcel Number(s) 35292.2511, commonly known as 1517 S Grand Blvd.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 6/12/2023
Council Sponsor	CMs Kinnear and

Additional Approvals

Purchasing	mpiccolo@spokanecity.org
	Applicant: Ben Wharton, bwharton@htland.com
	tstripes@spokanecity.org
	jchurchill@spokanecity.org
	rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement 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.

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - Manito 6-plex Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 4-11 Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Manito 6-plex</u> at the June 26, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 6 units, at 1517 S GRAND BLVD SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: 1860000 Located in the Rockwood neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 1517 S Grand Blvd, LLC, as “Owner/Taxpayer” whose business address is 2234 Eastlake Ave PH1 Seattle, WA 98102.

WITNESSETH:

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

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

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

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

COOKS 3RD & 22 1/2FT VAC STP W OF&ADJ L26 B4

Assessor’s Parcel Number(s) **35292.2511**,

commonly known as

1517 S GRAND BLVD SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

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

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

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

4. The Owner/Taxpayer intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

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

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

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

1517 S Grand Blvd, LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0629
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT –MALIK 4-PLEX		

Agenda Wording
Multiple Family Housing Property Tax Exemption Conditional Agreement with TZ Kids LLC for the future construction of approximately 4 units, at Parcel Number(s) 35212.1916, commonly known as 1423 E 1st Ave. This Conditional Agreement will ultimately

Summary (Background)
Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 06/12/2023
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Kinnear and
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sgardner@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		Applicant: Timofey Oberemok,	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the Malik 4plex Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as an <u>8-year Market Rate Exemption</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>Malik 4plex</u> at the June 26, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at <u>1423 E 1ST AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned <u>CC2-EC</u> and the proposed use is allowed. Estimated Construction Costs: <u>680000</u> Located in the <u>East Central</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</u>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and TZ KIDS LLC, as “Owner/Taxpayer” whose business address is PO BOX 19151 SPOKANE, WA 99219-9151.

WITNESSETH:

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

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

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

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

NOSLERS HOME ADD L17 B1

Assessor’s Parcel Number(s) **35212.1916**,

commonly known as

1423 E 1ST AVE SPOKANE, WA.

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

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

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

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

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

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

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

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

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

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

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

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

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

TZ KIDS LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/5/2023
Clerk's File #	OPR 2023-0630
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - NEIGHBORHOOD COMMUNITY DEVELOPMENT PROGRAM ALLOCATIONS INCREASE

Agenda Wording

Approval to utilize Program Year (PY) 2021 Annual Action Plan (AAP) project # Neighborhood Community Development Program (NCDP) and PY 2022 AAP project # NCDP, CDBG funding allocations, in addition to the 2020 PY project # NCDP.

Summary (Background)

The Community, Housing, and Human Services Department (CHHS) approved the 2020 Annual Action Plan, which included the allocation of \$400,000, CDBG Funding for project # Neighborhood Community Development Program (NCDP). The following eight project/activities approved by CHHS in January 2021 began to move forward. The Covid pandemic caused staffing shortages the contracts were not executed. These project/activities will benefit low- and moderate- income residents of Spokane.

Lease? NO Grant related? YES Public Works? NO
Fiscal Impact **Budget Account**

Expense	\$ 8,490,884	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	CERCEDES, JENNIFER
Division Director	MCCOLLIM, KIMBERLEY
Finance	MURRAY, MICHELLE
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCH 6/5/2023
Council Sponsor	CM Cathcart
Distribution List	
	jcerecedes@spokanecity.org
	chhsgrants@spokanecity.org
Additional Approvals	chhsaccounting@spokanecity.org
Purchasing	rculton@spokanecity.org
ACCOUNTING - GRANTS	cjeffers@spokanecity.org
	kclifton@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community, Housing, and Human Services																						
Contact Name	Jennifer Cerecedes																						
Contact Email & Phone	jecerecedes@spokanecity.org 6055																						
Council Sponsor(s)	Council member Cathcart																						
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																						
Agenda Item Name	Neighborhood Community Development Program Allocations increase																						
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Community, Housing, and Human Services Department (CHHS) approved the 2020 Annual Action Plan, which included the allocation of \$400,000, CDBG Funding for project # Neighborhood Community Development Program (NCDP). The following eight project/activities approved by CHHS in January 2021 began to move forward. The Covid pandemic caused staffing shortages the contracts were not executed. These project/activities will benefit low- and moderate- income residents of Spokane.</p> <p>Rising costs in the construction industry has resulted in the approved a shortfall between the budget submitted in 2021 and the cost of materials and labor in the current market. CHHS is working to finalize contracts, including updated budgets. Budgets appear to be finalized although not all updated budgets have been submitted to date.</p> <p>Approval of this request will bring the projects to completion this construction season and allow CHHS to review and determine the best way to program any remaining funds.</p> <p>Organization</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #4F81BD; color: white;">Organization</th> <th>Project Name:</th> <th style="background-color: #C8E6C9;">Current Award</th> <th>New Budget</th> </tr> </thead> <tbody> <tr> <td style="background-color: #4F81BD; color: white;">FAMILY PROMISE OF SPOKANE</td> <td>Parking Lot Safety & Beautification Project</td> <td style="background-color: #C8E6C9;">\$ 96,308.00</td> <td>TBD</td> </tr> <tr> <td style="background-color: #4F81BD; color: white;">NORTHEAST COMMUNITY CENTER</td> <td>Community Center Security and Safety Improvements</td> <td style="background-color: #C8E6C9;">\$ 35,000.00</td> <td style="background-color: #9E9E9E;">70,000.00</td> </tr> <tr> <td style="background-color: #4F81BD; color: white;">NORTHEAST YOUTH CENTER</td> <td>Pedestrian Safety Improvements</td> <td style="background-color: #C8E6C9;">\$ 69,000.00</td> <td>TBD</td> </tr> <tr> <td style="background-color: #4F81BD; color: white;">SNAP</td> <td>Alexandria Apartments</td> <td style="background-color: #C8E6C9;">\$ 15,000.00</td> <td>TBD</td> </tr> </tbody> </table>			Organization	Project Name:	Current Award	New Budget	FAMILY PROMISE OF SPOKANE	Parking Lot Safety & Beautification Project	\$ 96,308.00	TBD	NORTHEAST COMMUNITY CENTER	Community Center Security and Safety Improvements	\$ 35,000.00	70,000.00	NORTHEAST YOUTH CENTER	Pedestrian Safety Improvements	\$ 69,000.00	TBD	SNAP	Alexandria Apartments	\$ 15,000.00	TBD
Organization	Project Name:	Current Award	New Budget																				
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NORTHEAST YOUTH CENTER	Pedestrian Safety Improvements	\$ 69,000.00	TBD																				
SNAP	Alexandria Apartments	\$ 15,000.00	TBD																				

	TRANSITIONS	Carpet Replacement		
	TRANSITIONS	EduCare Roof Replacement	\$ 26,000.00	50,000.00
	TRANSITIONS	Women's Hearth Building Improvements	\$ 36,000.00	65,000.00
	WEST CENTRAL COMMUNITY CENTER	Heat Pump & Water Heater Replacement	\$ 38,000.00	42,000.00

Proposed Council Action Approval to utilize Program Year (PY) 2021 Annual Action Plan (AAP) project # Neighborhood Community Development Program (NCDP) and PY 2022 AAP project # NCDP, CDBG funding allocations, in addition to the 2020 PY project # NCDP.

Fiscal Impact
 Total Cost: [Click or tap here to enter text.](#)
 Approved in current year budget? Yes No N/A
 Funding Source One-time Recurring
 Specify funding source: Community, Development Block Grant
 Expense Occurrence One-time Recurring
 Other budget impacts: (revenue generating, match requirements, etc.)

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

What impacts would the proposal have on historically excluded communities?

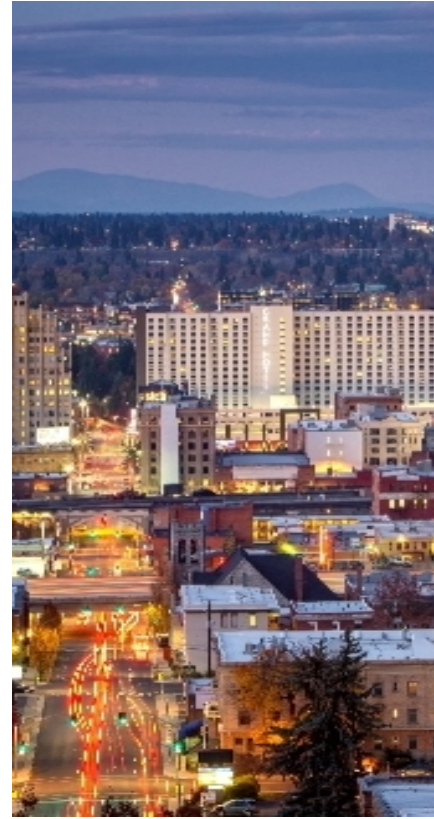
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
 Subrecipient organizations will be contractually required to provide quarterly activity reports providing demographic information and other beneficiary data as required by City policy and HUD regulations.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
 Projects must meet a national objective of serving low- and moderate- income individual and families. Proposed/estimated beneficiaries will be compared to actual numbers at project completion. CHHS conducts desk monitoring for progress when approving reimbursement requests.

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?
 Alignment with the City of Spokane Consolidated Plan 2020-2024 and 2020, 2021 and 2022 Annual Action Plans.



5-year awards



5-Year Award Project Types

- Diversion
- Street Outreach
- Emergency Shelter
- Transitional Housing
- Rapid-Rehousing
- Supportive Services Only
- Permanent Supportive Housing
- Other Permanent Housing
- Coordinated Entry and Assessment
- CDBG Services Projects



Outcomes DIVERSION

- Projects met approximately a quarter of the performance metrics
- Projects struggled with number of households/individuals served
- Need more feedback from providers on why this is.

Program 1		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Individuals	280	120	43%	80	29%	106	38%
Exits to Perm	80%	70	64%	49	68%	45	61%
Exits to Temp	15%	6	5%	2	3%	19	26%
Program 2		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Households	816	737	90%	354	43%	329	40%
Exits to Perm	80%	602	86%	181	56%	100	46%
Exits to Temp	15%	88	13%	42	13%	95	44%



Street Outreach

- Met some of the metrics
- One provider met the exits to permanent housing metric but served approximately 50% of the clients to be served
- One provider met the number of clients to be served, but did not meet the exits to permanent housing

Program 1		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Individuals	160	136	85%	101	63%	70	44%
Exits to Perm	50%	42	61%	35	58%	23	50%
Exits to Temp	30%	13	19%	10	17%	12	26%
Program 2		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Individuals	160	351	219%	162	101%	91	57%
Exits to Perm	50%	47	19%	30	27%	8	17%
Exits to Temp	30%	53	22%	54	49%	1	2%



Emergency Shelter

- Very few of these contracts met requirements in years 2, 3, and 4
- Providers report that emergency shelter guests have presented with higher acuity in the last few years
- Bottlenecks in Permanent Supportive Housing- less exits to private rental market
- Increasing rental costs

Program 1		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	807	818	101%	628	78%	663	82%
Exits to Perm	80%	9	1%	9	1%	36	11%
Days in Program	30	225	750%	231	770%	181	603%
Program 2		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	69	54	78%	48	70%	42	61%
Exits to Perm	80%	29	67%	37	86%	22	61%
Days in Program	30	76	253%	72	240%	60	200%
Program 3		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	170	82	48%	96	56%	139	82%
Exits to Perm	70%	26	41%	26	27%	22	31%
Days in Program	30	130	433%	167	557%	177	590%
Program 4		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	200	15	8%	8	4%	9	5%
Exits to Perm	80%	3	20%	3	38%	2	29%
Days in Program	30	20	67%	55	183%	22	73%
Program 5		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	175	137	78%	180	103%	173	99%
Exits to Perm	50%	40	36%	66	45%	47	36%
Days in Program	30	92	307%	92	307%	91	303%
Program 6		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	500	336	67%	539	108%	490	98%
Exits to Perm	10%	52	15%	51	9%	59	18%
Days in Program	30	143	477%	117	390%	128	427%

Transitional Housing

- A few projects met outcomes intermittently
- Transitional housing had more success in exits to permanent housing

Program 1		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Households	28	24	86%	29	104%	28	100%
Exits to Perm	80%	15	83%	18	86%	19	86%
Days in Program	90	119	132%	116	129%	90	100%
Program 2		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Households	12	10	83%	13	108%	11	92%
Exits to Perm	80%	6	100%	6	67%	2	33%
Days in Program	90	138	153%	142	158%	125	139%
Program 3		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Households	16	8	50%	12	75%	7	44%
Exits to Perm	80%	1	100%	7	88%	3	100%
Days in Program	90	535	594%	507	563%	324	360%
Program 4		Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
	Targets						
Individuals	9	18	200%	19	211%	18	200%
Exits to Perm	80%	2	11%	7	37%	6	55%
Days in Program	90	99	91%	189	210%	126	140%

Rapid Re-Housing

- More than half of the metrics in these projects achieved their performance measures
- Singles Rapid Re-Housing struggled more than family Rapid Re-Housing

	Program 1 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	900	476	53%	463	51%	288	32%
Exits to Perm	46%	62	68%	60	56%	29	58%
	Program 2 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	40	48	120%	47	118%	51	128%
Exits to Perm	80%	16	70%	23	85%	31	86%
	Program 3 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	75	104	139%	94	125%	64	85%
Exits to Perm	80%	43	41%	24	37%	39	76%



Supportive Services Only

- No performance metrics were met
- Exits to permanent housing were low
- Providers report that SSO projects are the front door to other services and other programs get “credit” for the permanent housing placements

	Program 1 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	450	391	87%	419	93%	316	70%
Exits to Perm	50%	32	8%	6	1%	4	2%
Exits to Temp	30%	13	3%	5	1%	2	1%



Permanent Supportive Housing

- Approximately half of the metrics in these projects achieved their performance measures
- Providers report extreme damages and turnover costs impact the utilization rates
- Tough rental market contributed to less exits to permanent housing

	Project 1 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	270	126	47%	116	43%	104	39%
Exits to Perm	95%	14	67%	5	33%	3	50%
	Project 2 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	65			150	231%	152	234%
Exits to Perm	95%			5	56%	0	0%
	Project 3 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	4	9	225%	10	250%	7	175%
Exits to Perm	95%	1	100%	3	100%	1	100%
	Project 4 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	30	19	63%	18	60%	18	60%



Other Permanent Housing

- Approximately half of the metrics in these projects achieved their performance measures
- Providers report extreme damages and turnover costs impact the utilization rates
- Tough rental market contributed to less exits to permanent housing

	Project 1 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	17	17	100%	8	47%	3	18%
Exits to Perm	95%	9	64%	2	40%	3	100%
	Project 2 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	24	28	117%	25	104%	24	100%
Exits to Perm	95%	2	100%	1	100%	2	67%



Coordinated Entry/Assessment

- Projects did not meet metrics
- Average length of time from assessment to acceptance of referral should be 20 days, average was about 30 days

	Project 1 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Individuals	1,300			3446	265%		
Days from assessment to referral	20	35	175%	28	140%	30	150%
	Project 2 Targets	Year 2 #	Year 2 %	Year 3 #	Year 3 %	Year 4 #	Year 4 %
Households	1625	1488	92%	1286	79%	1223	75%
Days from assessment to referral	20 days	32	160%	30	150%	27	135%



CDBG Services Projects

- Projects metrics were impacted by project set up, in some cases they were set up as area wide benefit pulling the entire census tract and reporting was set up as direct beneficiaries.

2019 IDIS#	Proposed Beneficiaries 2019 Program Year (PY) (Contracted)	2019 PY Total unduplicated beneficiaries served reported in IDIS	Year 1 Percent Progress	2020 IDIS#	Proposed Beneficiaries 2020 Program Year (PY) (contracted)	2020 PY Total unduplicated beneficiaries served	Year 2 Percent Progress	2021 IDIS#	Proposed Beneficiaries 2021 Program Year (PY) (contracted)	2021 PY Total unduplicated beneficiaries served	Year 3 Percent Progress	2022 IDIS#
4357	582	1,447	249%	4387	582	730	125%	4405	582	689	118%	not done yet
4358	13,000	25,095	193%	4390	13,000	3,135	24%	4406	1300	2,600	200%	not done yet
4359	28,008	2,691	10%	4388	28,008	2,495	9%	4407	1,400	76,620	5473%	not done yet
4356	35,000	69,082	197%	4382	35,000	39,438	113%	4404	35,000	3,903	11%	4427
4360	335	422	126%	4389	230	401	174%	4408	230	343	149%	not done yet
4339	1,600	53	3%	4380	1,600	53	3%	4409	600	53	9%	not done yet
4355	700	518	74%	4386	700	980	140%	4410	700	991	142%	not done yet
4342	4,200	381	9%	4385	4,200	60,690	1445%	4412	4,200	60,690	1445%	not done yet
4340	185	11	6%	4381	185	11	6%	4411	185	25	14%	not done yet
4362	2,800	5,984	214%	4383	3,500	7,514	215%	4413	3,800	51,371	1352%	4428
4361	18	149	828%	4384	18	36	200%	4414	18	188	1044%	not done yet



Next HHOS Cycle

- Will not include CDBG funds
- Need to push out until July CHHS meeting on priorities
- Majority of the current sub recipients are not meeting performance metrics
- Next steps will be;
 - RFP committee will get all materials reviewed today and we will recommend the priorities at the next RFP committee meeting
 - Present priorities at next CHHS meeting
 - Present to council
 - Work on NOFA



Findings and Recommendation

The CHHS department entered 5-year contracts with subrecipients and due to staffing turnover/shortages these contracts were not monitored.

As a result of this lack of oversight and changes to the homeless and housing response system due to COVID and economic factors many performance metrics for these programs were not met.

- Recommend that we proceed with the amendments for the 5th year of the 5-year contracts
- CHHS will monitor all organizations and produce a more formal report and set of recommendations for the next funding cycle beginning July 1, 2023
- Going forward all performance metrics will be reviewed regularly, and technical assistance will be provided to organizations not meeting standards including work plans as required



Requesting permission to disburse year 5 contracts to HHOS and CDBG sub-recipients

HHOS

2019-0764	\$138,241	SNAP	Diversion	Singles
2019-0711	\$166,577	CCEW	Diversion	Families
2019-0711	\$148,435	Frontier Behavioral Health	Street Outreach	
2019-0772	\$173,316	SNAP	Street Outreach	
2019-0703	\$116,771	CCEW	Emergency Shelter	Men
2019-0705	\$32,176	CCEW	Emergency shelter	Families
2019-0708	\$40,219	VOA	Emergency Shelter	Youth/Young Adult
2019-0720	\$98,538	YWCA	Emergency Shelter	DV
2019-0723	\$322,500	Family Promise	Emergency Shelter	Families
2019-0774	\$79,433	VOA	Emergency Shelter	Women
2019-0707	\$43,191	CCEW	Transitional Housing	Families
2019-0709	\$100,160	VOA	Transitional Housing	Pregnant Parenting Youth
2019-0721	\$73,106	Transitions	Transitional Housing	Families
2019-0763	\$52,800	Transitions	Transitional Housing	Women
2019-0649	\$3,740,209	Goodwill	Rapid Re-Housing	HEN eligible
2019-0724	\$412,640	CCEW	Rapid Re-Housing	Families
2019-0762	\$519,140	SNAP	Rapid Re-Housing	Singles
2019-0722	\$62,340	Transitions	Supportive Services Only	Women
2019-0701	\$278,814	VOA	Permanent Supportive Housing	Households
2019-0712	\$166,577	CCEW	Permanent Supportive Housing	Households
2019-0791	\$362,020	CCEW	Permanent Supportive Housing	Families
2020-0343	\$101,263	Pioneer Human Services	Permanent Supportive Housing	Singles
2020-0363	\$40,505	Transitions	Other Permanent Supportive Housing	Families
2019-0773	\$49,983	SNAP	Coordinated Entry	Singles
2019-0859	\$67,029	CCEW	Coordinated Entry	Families
Total	\$7,385,983			

CDBG

OPR-	Annual Funding	
2019-0786	\$50,000.00	CHAS - Dental Clinic
2019-0952	\$60,000.00	MLK - ECCO Operations
2019-0788	\$80,000.00	NECC - Operations
2019-0742	\$40,000.00	Second Harvest - Food Security
2019-0917	\$134,518.00	SNAP - Homeownership persons
2019-0668	\$20,000.00	Southwest Com Cntr - Operations
2019-0769	\$65,475.00	Transitions - Women's Hearth
2019-0768	\$90,000.00	WCCC - Operations
2019-0716	\$25,000.00	WCCC - Youth Development
2019-0765	\$60,000.00	WCFR - Food Security
2019-0767	\$79,908.00	YWCA - Women in Workforce persons
Total	\$704,901	



Homeless Housing & Operations (HHOS)

CHHS Board/ RFP Committee

Spokane City/County 5-year strategy to end homelessness

CHG- \$895,000

- Emergency Shelter (drop-in or continuous stay)
- Transitional Housing
- Homeless Prevention
- Rapid-rehousing
- Permanent Supportive Housing
- Street Outreach

HHA- \$990,000

- Funds must be used to directly accomplish the goals of the ten-year plan created by each county
- Emergency shelter
- Transitional Housing
- Rental assistance
- Consolidated emergency assistance
- Overnight youth shelters
- Any activity that assists in providing housing and shelter for homeless people

HSG- \$1,795,000

- City General Fund \$
- Emergency Shelter
- Transitional Housing
- Permanent Supportive Housing
- Rapid Re-Housing
- Coordinated Assessment
- Diversion

HEN- \$3,740,000

- Transitional Housing
- Homelessness Prevention
- Rapid Re-housing
- Permanent supportive Housing
- Street Outreach
- Homeless or at risk or referral from DSHS



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/12/2023
Clerk's File #	OPR 2019-0336
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 509-625-6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	CHHS ANNUAL AMENDMENT FOR THE 5TH YEAR OF THE 5 YEAR AWARDS

Agenda Wording
 CHHS requests permission to enter into the 5th year of the 5 year awards.

Summary (Background)
 In 2019 CHHS, with Council Approval, executed 5-year grant awards per OPR 2019-0336. CHHS would like to request permission to distribute the 5th and last year of the awards via contract amendment. Please see the attached briefing paper with the full breakdown of the awards.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 3,740,209		# 1540-95772-65410-54201-99999
Expense \$ 922,453		# 1540-95770-65410-54201-99999
Expense \$ 1,685,749		# 0300-53010-65410-54201-99999
Expense \$ 710,645		# 1540-95771-65410-54201-99999

Approvals		Council Notifications	
Dept Head	CERCEDES, JENNIFER	Study Session\Other	6/5/23
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	Cathcart
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	jcercedes@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kclifton@spokanecity.org	
Additional Approvals		rculton@spokanecity.org	
Purchasing			
ACCOUNTING - GRANTS	MURRAY, MICHELLE		



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/5/2023
Clerk's File #	OPR 2011-0535
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 - FALSE ALARM PROGRAM ADMINISTRATION

Agenda Wording

Amendment/Extension Agreement with Superior LLC as the sole source provider of CryWolf software that SPD uses for administration of the false alarm program.

Summary (Background)

The Spokane Police Department (SPD) responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps to reduce instances of false alarms. Agreement term July 1, 2023 through June 30, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 440,000(est.)

Select \$

Select \$

Select \$

Budget Account

0680-11150-21250-34210-68148

#

#

#

Approvals

Dept Head	MEIDL, CRAIG
Division Director	MEIDL, CRAIG
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCHC 06/05
Council Sponsor	CM Kinnear

Distribution List

spdfinance
jgoldman
mmcnab
drichards
For Vendor: Steve Castle stephen.castle@centralsquare.com



City of Spokane
**CONTRACT EXTENSION
WITH COST**
Title: **ADMINISTRATION OF THE CITY'S
FALSE ALARM PROGRAM**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SUPERION, LLC**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein AOT Public Safety Corporation agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the Contract with AOT Public Safety Corporation has been assigned to Superion, LLC; and

WHEREAS, the original contract including Extensions has run its Term, but additional time is required, and thus the original Contract currently in place needs to be formally extended by this written document for one (1) additional year.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on July 1, 2023.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2024.

4. COMPENSATION.

The City shall receive an estimated annual revenue after compensation of the Program of **FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$440,000.00)** for everything furnished and done under this Contract Extension.

5. DEBARMENT AND SUSPENSION.

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

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

SUPERION, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

Committee Agenda Sheet

June 2023

Spokane City Council &

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Major McNab
Contact Email & Phone	509-835-4514
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal with Superior LLC for administration of False Alarm Program.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Superior LLC is the sole owner of the CryWolf software SPD uses for the administration of the False Alarm Program. The current contract will expire on June 30,2023. SPD is seeking an additional 1-year renewal.</p> <p>The Spokane Police Department (SPD) responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps to reduce instances of false alarms.</p> <p>The department expects to receive approximately \$440k in False Alarm fees annually.</p>
Proposed Council Action	<u>Action</u> Approval of 1-year contract renewal on June 19, 2023
Fiscal Impact Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Revenue from False Alarm fees Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring No additional expense to the City. Other budget impacts: (revenue generating, match requirements, etc.) This is a revenue generating contract to the General Fund of approximately \$440,000/yr	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
N/A	

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

N/A

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

N/A

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

N/A

**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd

5/23/2023

Clerk's File #

OPR 2021-0302

Renews #**Submitting Dept**

STREETS

Cross Ref #**Contact Name/Phone**

CLINT HARRIS 625-7744

Project #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1100 - ON CALL GUARDRAIL REPAIR WITH FRANK GURNEY INC.

Agenda Wording

The Street Department is requesting the renewal of on-call guardrail repair services with Frank Gurney Inc at an amount not to exceed \$100k.

Summary (Background)

This contract was put out for bid in 2021 and this will be the second of three potential extensions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 100,000.00

1100-21700-42300-54801-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HARRIS, CLINT E.

Study Session\Other

PIES 5/22/2023

Division Director

FEIST, MARLENE

Council Sponsor

Kinnear & Bingle

Finance

ORLOB, KIMBERLY

Distribution List**Legal**HARRINGTON,
MARGARET

ceharris@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

jwthomas@spokanecity.org

Additional Approvals

jdykes@spokanecity.org

Purchasing

ccafaro@spokanecity.org

jklapp@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – On Call Guardrail Repair Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Street Department is requesting the renewal of on-call guardrail repair services with Frank Gurney Inc at an amount not to exceed \$100k. This contract was put out for bid in 2021 and this will be the second of three potential extensions.
Proposed Council Action	Council Approval of Contract Renewal at PIES meeting on 5/22/23
Fiscal Impact	
Total Cost: <u>100k</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Street Dept. Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
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?	



City of Spokane
CONTRACT RENEWAL
No. 2 of 2
Title: On-Call Guardrail Services

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **FRANK GURNEY, INC.**, whose address is PO Box 11557, Parkwater Station, Spokane Valley, WA 99211 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide on-call guardrail services for the City of Spokane; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 13, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 1, 2023 and shall end March 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

FRANK GURNEY, INC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	5/31/2023
Clerk's File #	OPR 2020-0731
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5318-20
Requisition #	CR 25017

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1100 - AUTOMATED PAVEMENT ASSESSMENT AND SIDEWALK INFILL

Agenda Wording

The Street Department is requesting approval for an amendment and renewal of a contract with Transmap to collect automated pavement assessment and sidewalk infill data.

Summary (Background)

The pavement assessment data is at a cost of \$60,240.93 and the sidewalk data collection is at a cost of \$37,273.00. Transmap's original contract award via RFQ occurred in 2020 and this extension will provide further continuity of data regarding road surface quality and sidewalk infill.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 97,513.93

Select \$

Select \$

Select \$

Budget Account

1100-21700-42300-53201-99999

#

#

#

Approvals

Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 5/22/23
Council Sponsor	Kinnear & Bingle
Distribution List	ceharris@spokanecity.org
	ccafaro@spokanecity.org
Additional Approvals	jwthomas@spokanecity.org
Purchasing	jklapp@spokanecity.org
	tprince@spokanecity.org
	tbrazington@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 509-625-7744
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Automated Pavement and Sidewalk Infill Assessment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is requesting approval for an amendment and renewal of a contract with Transmap to collect automated pavement assessment and sidewalk infill data.</p> <p>The pavement assessment data is at a cost of \$60,240.93 and the sidewalk data collection is at a cost of \$37,273.00.</p> <p>Transmap’s original contract award via RFQ occurred in 2020 and this extension will provide further continuity of data regarding road surface quality and sidewalk infill.</p>
Proposed Council Action	Council Approval of Amendment/Renewal at PIES meeting on 5/22
Fiscal Impact	
Total Cost: <u>97,513.93</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Street Dept. Budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



City of Spokane
CONTRACT AMENDMENT/RENEWAL
Title: AUTOMATED PAVEMENT CONDITION SURVEY – ARTERIAL DATA COLLECTION

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TRANSMAP CORPORATION**, whose address is 5030 Transamerica Drive, Columbus, Ohio 43228 as (“Firm”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to perform Automated Pavement Condition Survey: Arterial Data Collection for the City; and

WHEREAS, additional services have been requested and funds are needed, thus, the original Contract needs to be formally amended by this written document; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the third of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 19, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Renewal shall become effective on March 1, 2023 and shall end February 29, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **NINETY SEVEN THOUSAND FIVE HUNDRED THIRTEEN AND 93/100 (\$97,513.93)**, excluding applicable tax, for everything furnished and done under this Contract Amendment/Renewal. This is the maximum amount to be paid under this Amendment/Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

TRANSMAP CORPORATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

23-086a

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd

6/12/2023

Clerk's File #

RES 2023-0046

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

CP BEGGS X6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - APPOINTING COUNCIL'S DIRECTOR

Agenda Wording

Resolution approving the appointment of Giacobbe Byrd as the Director for the Spokane City Council.

Summary (Background)

Per SMC, Council's Director is now appointed by a vote of Council. Council President recommends an internal appointment to the position effective July 11, 2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

6/12 UE

Division Director**Council Sponsor**

CP Beggs; CM Kinnear

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2023-0046

A Resolution approving the appointment of the Director for the Spokane City Council.

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

WHEREAS, as part of Ordinance C36376, the City Council adopted SMC 02.005.050 on April 25, 2023, creating and setting forth the general duties for the Council Director position; and

WHEREAS, the City Council President is requesting the City Council’s approval of an internal hire for this position.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the appointment of Giacobbe Byrd to the position of Council Director for the City Council and authorizes the Council President to issue an offer of employment letter setting forth terms and conditions of employment with the salary in Range 51, or \$83,394.72 - \$117,408.24/year of the Exempt-Confidential pay plan and associated benefits, as laid out in the attached draft.

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

City Clerk

Approved as to form:

Assistant City Attorney



Spokane City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Breean Beggs
City Council President

DATE TBD, 2023

Giacobbe Byrd

Delivered via email to: gbyrd@spokanecity.org

Re: Council Director

Dear Giacobbe,

It is with great pleasure that I offer you the position of Council Director, City Council Office, for the City of Spokane. I believe that you possess the experience and qualifications that the Council is looking for as well as the ability to complement current staff and Council Members.

The appointment to this at-will, exempt position will be effective July 11, 2023. Under the Spokane Municipal Code, management's prerogative to end your employment can only be exercised by a vote of at least five council members. The salary for this position will be Grade #51 starting at Step #6 of the Exempt-Confidential pay plan, or an estimated \$117,408.24 annually.

In the capacity of this position, you will receive the following benefits Your floating holiday and Personal Leave hours will not change as your new position maintains the benefits of the bargaining unit that most closely aligns with it, Managerial & Professional Association – Exempt A Collective Bargaining Agreement Beginning in 2024 you will receive:

- Accrual of 3.7 hours of vacation per pay period.
- Accrual of 6.0 hours of illness leave per pay period. This leave pool is to be used for normal illness leave as well as for absences protected under the FMLA or absences resulting from OJI.
- The City observes seven (7) fixed holidays per year. You will receive forty-eight (48) hours of floating holidays per year. Floating holidays may not be carried over to the following calendar year. Until the City declares the birthday of Martin Luther King Jr. and Juneteenth as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.
- You will receive forty (40) hours of personal leave annually. Personal leave may not be carried over to the following calendar year.
- Medical and dental benefits, long-term disability, life insurance, Section 125 healthcare reimbursement account. Your eligibility for these benefits begins the 1st of the month following thirty (30) days of employment.
- Participation in the Spokane Employee's Retirement System (SERS) with matching employee and employer contributions of 10.25% of the employees' salary earnings. Employees are vested after seven (7) years of employment.

- Option to participate in a 457 deferred compensation program and receive a match of up to \$200/month from the City if actively contributing.

Please note that the above benefits match those of the bargaining unit that your position most closely aligns with, Managerial & Professional Association – Exempt A, and are subject to change as those bargained benefits change.

Per the Spokane Municipal Code, this offer of employment is subject to a formal appointment vote by the majority of the City Council. You will report directly to the sitting City Council President, though you will also receive work requests and some direction from other Council Members and staff.

I look forward to working with you!

Best,

Breean Beggs, Spokane City Council President

I hereby accept the position of Council Director, City Council Office, with the City of Spokane and agree to the salary and benefits stated herein.

I understand that this assignment is to an at-will, exempt position that serves at the pleasure of the City Council which can terminate employment with a vote of at least five members.

Signed: _____

Giacobbe Byrd

Date: _____

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs & CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Resolution Appointing Giacobbe Byrd as Council's Director
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Per SMC, Council's Director is now appointed by a vote of Council. Council President recommends an internal appointment to the position effective July 11, 2023.
Proposed Council Action	Will file for consideration on June 26, 2023
Fiscal Impact Total Cost: <u>N/A – filling this position will not add any additional costs</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: City Council Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) What impacts would the proposal have on historically excluded communities? N/A – this is not a proposal, but a resolution appointing Council's policy advisor position.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Same as above.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Same as above.	



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/13/2023
Clerk's File #	RES 2023-0047
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4700-STREET VACATION OF CONKLIN ST. SOUTH OF 8TH AVENUE

Agenda Wording

Resolution setting hearing before the City Council for July 31, 2023 for the vacation of Conklin Street south of 8th Ave, as requested by Spokane Housing Authority.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

Approvals

Dept Head	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	RICHMAN, JAMES
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Urban Experience Committee 6/12/2023
Council Sponsor	Lori Kinnear & Betsy Wilkerson

Additional Approvals

Purchasing	tpalmquist@spokanecity.org
	smacdonald@spokanecity.org
	kkuchlenz@spokanecity.org

RESOLUTION 2023-0047

WHEREAS, on 1/10/2023, the Spokane City Council received a petition for the vacation of Conklin Street south of 8th Avenue and more particularly described below 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 Conklin Street south of 8th Avenue and more particularly described below, 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 below property in the City of Spokane;

Conklin Street, in Block 8 of the plat of Hartson's Subdivision of Blocks 3-8 of Hartson & Townsends Addition to Highland Park Addition and between the south line of 8th Avenue and the north line of the plat of South Highland Park Addition.

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Conklin Street south of 8th 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 **July 31, 2023**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

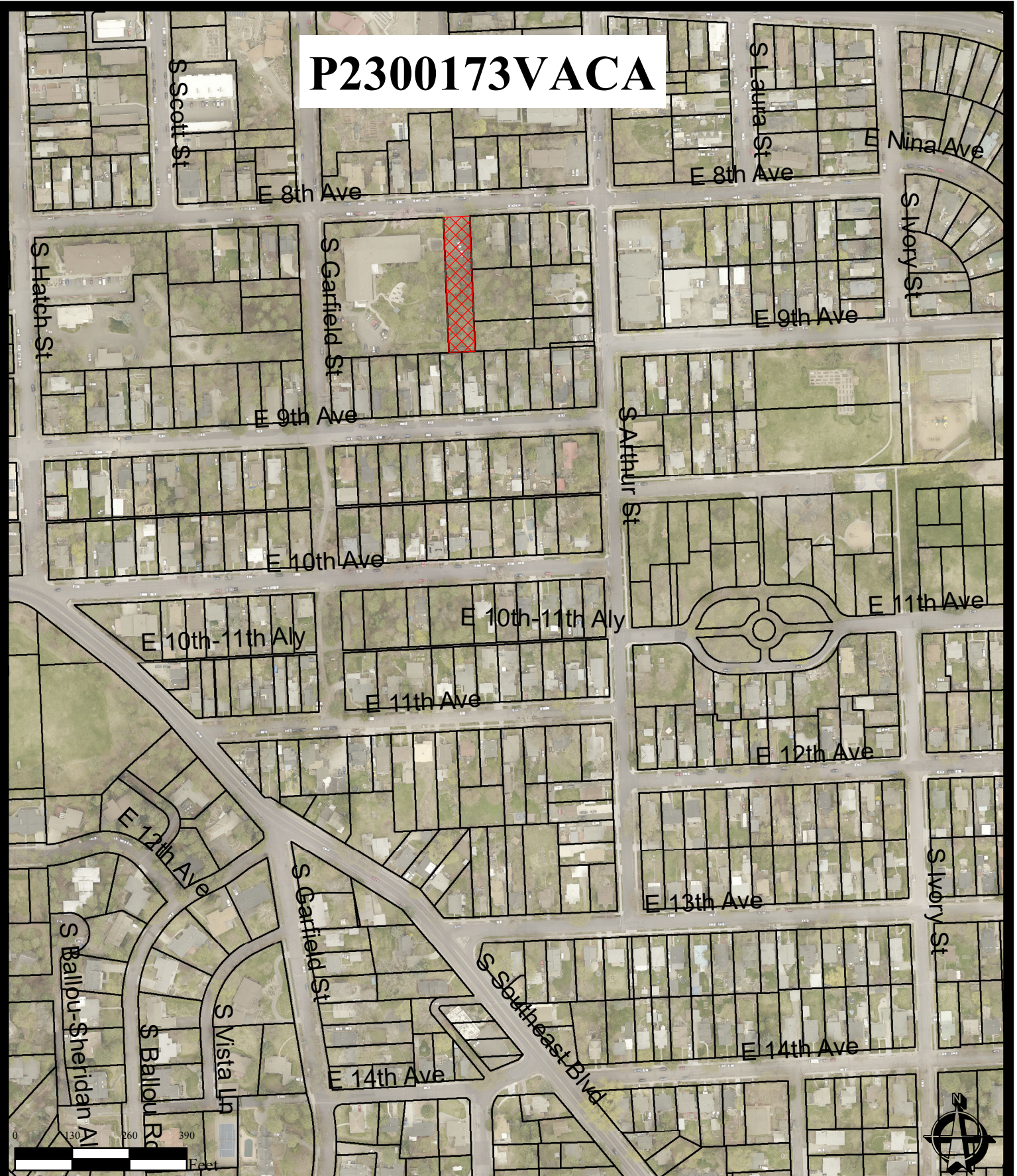
ADOPTED by the Spokane City Council, this _____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

P2300173VACA



Right-of-way Description:
Proposed right-of-way vacation of Conklin Street south of 8th Avenue and in Block 8 of the Plat of Hartson's Subdivision of Blocks 3-8 of Hartson and Townsend Highland Park Addition

Legend
 Proposed Vacation

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



AGENDA ITEM PROCESSING SHEET

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

City Council Meeting Date: June 26, 2023

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: Resolutions

Agenda Item Name: 4700 – Street Vacation of Conklin St. south of 8th Avenue

Agenda Wording (250 Character Max): Resolution setting hearing before the City Council for July 31, 2023 for the vacation of Conklin Street south of 8th Ave, as requested by Spokane Housing Authority.

Summary Background (500 Character Limit): A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

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

Council Notifications: Urban Experience Committee – 6/12/2023

****** City Council Sponsor: CP Lori Kinnear and CP Betsy Wilkerson

Any Additional Approvals Required:

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

edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

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



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/9/2023
Clerk's File #	RES 2023-0048
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4700-STREET VACATION OF ALLEY BETWEEN 4TH & 5TH, FROM WASHINGTON TO BERNARD

Agenda Wording

Resolution setting hearing before the City Council for July 31, 2023 for the vacation of the alley between 4th & 5th, from Washington to Bernard, as requested by Koz on West 4th, LLC.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	PALMQUIST, TAMI	Study Session\Other	P.I.E.S. Committee - 5/22/2023
Division Director	MACDONALD, STEVEN	Council Sponsor	B Wilkerson & L Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	edjohnson@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	ebrown@spokanecity.org	
Additional Approvals		tpalmquist@spokanecity.org	
Purchasing		smacdonald@spokanecity.org	
		kkuchlenz@spokanecity.org	

RESOLUTION 2023-0048

WHEREAS, on March 31, 2023, the Spokane City Council received a petition for the vacation of the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard 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 alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard 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 alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard 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 July 17, 2023, 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 _____, 2023.

City Clerk


Approved as to form:

Assistant City Attorney



**Right-of-way Description:
The alley between 4th Ave and 5th Ave,
From Washington St. to Bernard St.**

Legend

 Proposed Vacation

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



AGENDA ITEM PROCESSING SHEET

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

City Council Meeting Date: June 12, 2023

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: Resolutions

Agenda Item Name: 4700 – Street Vacation of the alley between 4th & 5th, from Washington to Bernard.

Agenda Wording (250 Character Max): Resolution setting hearing before the City Council for July 17, 2023 for the vacation of the alley between 4th & 5th, from Washington to Bernard, as requested by Koz on West 4th, LLC.

Summary Background (500 Character Limit): A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

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

Council Notifications: P.I.E.S. Committee – 5/22/2023

****** City Council Sponsor: Betsy Wilkerson & Lori Kinnear

Any Additional Approvals Required:

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

edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE

SUBMITTED WITH THE AGENDA ITEM

**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd	6/6/2023
Clerk's File #	RES 2023-0049
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	TONYA WALLACE 625-6845
Contact E-Mail	TWALLACE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0410 - FINANCE - DIRECTOR OF MANAGEMENT & BUDGET

Agenda Wording

Confirm the Appointment of Jessica Stratton as the Director of Management and Budget.

Summary (Background)

Jessica Stratton was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Management and Budget.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	Public Safety Committee 6/5/2023
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson & CM Cathcart
Finance		Distribution List	
Legal			
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Public Safety

Submitting Department	Finance
Contact Name & Phone	Tonya Wallace, CFO
Contact Email	twallace@spokanecity.org 509-625-6845
Council Sponsor(s)	Council Member Wilkerson and Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5</u> min. _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Risk Manager
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Jessica Stratton as the Director of Management and Budget.</u> <p>Jessica Stratton was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Management and Budget.</p>
Proposed Council Action & Date:	Confirm the Appointment of Jessica Stratton as the Director of Management and Budget.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION 2023-0049

A resolution approving the appointment of Jessica Stratton as the Director of Management and Budget for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Jessica Stratton as the Director of Management and Budget for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Jessica Stratton as the Director of Management and Budget for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: January 31, 2023

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36349

FROM: Terri Pfister, City Clerk

RE: Vacation of the west 3 feet of Conklin Street south of Hartson Avenue, as requested by Harold and Heather Vanderpool.

Attached is a copy of Ordinance C36349 for the vacation of:

of the west 3 feet of Conklin Street south of Hartson Avenue, as requested by Harold and Heather Vanderpool.

This ordinance was read for the first time on January 9, 2023, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Laurie Farnsworth
Laurie Farnsworth (Jan 31, 2023 09:57 PST)
Acting City Clerk

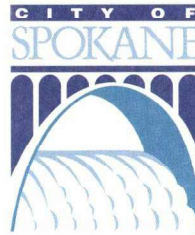
Jan 31, 2023
Date

Precedent conditions have been met and Ordinance C36348 is hereby returned for Final Reading.

Eldon Brown

Principal Engineer – Developer Services

Dated: Jun 2, 2023



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

January 30, 2023

City Clerk File No.:
ORD C36349

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE WEST 3 FEET OF CONKLIN STREET SOUTH OF HARTSON AVENUE (AS REQUESTED BY HAROLD AND HEATHER VANDERPOOL)

At its 6:00 p.m. Legislative Session held January 9, 2023, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services; the opportunity for public testimony, with none provided; and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated November 17, 2022) the vacation of the West 3 feet of Conklin Street South of Hartson Avenue, as requested by Harold and Heather Vanderpool:

Ayes: Beggs, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: Bingle

In conjunction with the hearing, Ordinance C36349—vacating the West 3 feet of Conklin Street South of Hartson Avenue—was read for the first time, with further action deferred.

A handwritten signature in blue ink that reads "Laurie Farnsworth".

Laurie Farnsworth
Spokane Acting City Clerk



Agenda Sheet for City Council Meeting of:

01/09/2023

Date Rec'd	12/28/2022
Clerk's File #	ORD C36349
Renews #	
Cross Ref #	RES 2022-0103
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	4700 – STREET VACATION OF THE WEST 3' OF CONKLIN ST. SOUTH OF HARTSON AVE.

Agenda Wording

Vacation of the west 3' of Conklin St. south of Hartson Ave, as requested by Harold & Heather Vanderpool

Summary (Background)

At its legislative session held on December 5, 2022 the City Council set a hearing on the above vacation for January 9, 2023. Staff has solicited responses from all concerned parties.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	RICHMAN, JAMES
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	Urban Experience Committee - 11/14/2022
Council Sponsor	L. Kinnear & B. Wilkerson

Additional Approvals

Purchasing	edjohnson@spokanecity.org
	ebrown@spokanecity.org
	kkuchlenz@spokanecity.org

Distribution List

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C36349

An ordinance vacating the West 3 feet of Conklin Street, South of Hartson Avenue and further described below,

WHEREAS, a petition for the vacation of the West 3 feet of Conklin Street, South of Hartson Avenue and further described below 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 West 3 feet of Conklin Street from the South line of Hartson Avenue, to the South end of Conklin Street, and approximately 120 feet in length, as platted in Block B of Hartson's Subdivision of Blocks 3,4,5,6,7, and 8 of Hartson and Townsend's Highland Park Addition to the City of Spokane, and located in the Southeast quarter of Section 20, Township 25 North, Range 43 East, Willamette is hereby vacated. Parcel number not assigned.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P2206132VACA



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

Legend
 Proposed Vacation

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





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

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

STREET VACATION REPORT
November 17, 2022

LOCATION: West 3' of Conklin south of Hartson
PROPONENT: Harold & Heather Vanderpool
PURPOSE: Pre-existing structures are barely in City RW – to clear title
HEARING: January 9, 2023
REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – No comments

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation.

EXTENET – No comments

INLAND POWER – Comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen doesn't have any objections to the vacation request.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - Verizon/MCI Metro do not have facilities in this area.

WHOLESALE NETWORKS – No comments

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the requested vacation.

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - No comments

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns with this vacation

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT – The Street Department has reviewed the document(s), and has no comments.

WASTEWATER MANAGEMENT – Provided onsite run off is maintained and treated on site, we have no objection to the vacation.

WATER DEPARTMENT - No comments

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

1. 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 \$2,695.66 and is to be deposited to Budget Account #3200 49199 99999 39510.
2. 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, 2023.

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

A handwritten signature in black ink on a light gray rectangular background. The signature reads "Eldon W. Brown" in a cursive, flowing script.

AGENDA ITEM PROCESSING SHEET

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

City Council Meeting Date: January 9, 2023

Submitting Dept: DSC - Development Services Center **Other:**

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: First Reading Ordinance

Agenda Item Name: 4700 – Street Vacation of the west 3’ of Conklin St. south of Hartson Ave.

Agenda Wording (250 Character Max): Vacation of the west 3’ of Conklin St. south of Hartson Ave, as requested by Harold & Heather Vanderpool

Summary Background (500 Character Limit): At its legislative session held on December 5, 2022 the City Council set a hearing on the above vacation for January 9, 2023. Staff has solicited responses from all concerned parties.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

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

Council Notifications: Urban Experience Committee – 11/14/22

**** City Council Sponsor:**Lori Kinnear, Betsy Wilkerson

Any Additional Approvals Required:

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

edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

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

From: Kinnear, Lori
Sent: Tue, 1 Nov 2022 21:20:19 +0000
To: Johnson, Erik D.
Cc: Wilkerson, Betsy
Subject: RE: City Council Sponsor Request

Sure...I will sponsor.
lk

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Tuesday, November 01, 2022 2:14 PM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>
Subject: City Council Sponsor Request

Good afternoon,

Engineering is in need of Council Sponsors for another item prior to scheduling at a committee meeting.

Background information

Through a Record of Survey of Parcel 35204.0501, the property owners discovered that an existing garage and accessory structure extend into the Conklin St. RW by approx. 1.7' and also a roof overhangs therefrom. A vacation request of the west 3 feet of Conklin has been applied for so the structures are wholly located on the adjacent property and do not encroach to eliminate any potential title or insurability issues.

Attached is a map of the area.

This is located within your district and I am wondering if you would be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV
📞 Office 509.625.6445 | 📱 Cell 509.995.0870 | edjohnson@spokanecity.org

Development Services Center is open Monday-Friday 8 am – 5 pm in person, [online](#) or over the phone at 509.625.6300

From: Wilkerson, Betsy
Sent: Tue, 1 Nov 2022 21:39:15 +0000
To: Johnson, Erik D.; Kinnear, Lori
Cc: Brown, Eldon
Subject: RE: City Council Sponsor Request

Will sponsor

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Tuesday, November 1, 2022 2:14 PM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>
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First Reading ORD C36349

Final Audit Report

2023-06-02


Created:	2023-01-31
By:	Laura Price (lprice@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh3I01SszZHXup-dQW76cZzDFawzZKkPW

"First Reading ORD C36349" History

-  Document created by Laura Price (lprice@spokanecity.org)
2023-01-31 - 4:43:16 PM GMT- IP address: 198.1.39.252
-  Document emailed to Laurie Farnsworth (lfarnsworth@spokanecity.org) for signature
2023-01-31 - 4:44:17 PM GMT
-  Email viewed by Laurie Farnsworth (lfarnsworth@spokanecity.org)
2023-01-31 - 5:56:45 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Laurie Farnsworth (lfarnsworth@spokanecity.org)
Signature Date: 2023-01-31 - 5:57:13 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Eldon Brown (ebrown@spokanecity.org) for signature
2023-01-31 - 5:57:15 PM GMT
-  Document shared with Stephen Williams (swilliams@spokanecity.org) by Laura Price (lprice@spokanecity.org)
2023-03-06 - 4:20:50 PM GMT- IP address: 198.1.39.252
-  New document URL requested by Erik Johnson (edjohnson@spokanecity.org)
2023-05-26 - 4:30:28 PM GMT- IP address: 198.1.39.252
-  Email viewed by Eldon Brown (ebrown@spokanecity.org)
2023-05-26 - 4:54:55 PM GMT- IP address: 198.1.39.252
-  New document URL requested by Eldon Brown (ebrown@spokanecity.org)
2023-05-26 - 4:54:58 PM GMT- IP address: 198.1.39.252
-  Email viewed by Eldon Brown (ebrown@spokanecity.org)
2023-06-02 - 10:15:02 PM GMT- IP address: 198.1.39.252
-  New document URL requested by Eldon Brown (ebrown@spokanecity.org)
2023-06-02 - 10:15:05 PM GMT- IP address: 198.1.39.252

 Document e-signed by Eldon Brown (ebrown@spokanecity.org)

Signature Date: 2023-06-02 - 10:16:37 PM GMT - Time Source: server- IP address: 198.1.39.252

 Agreement completed.

2023-06-02 - 10:16:37 PM GMT

**Agenda Sheet for City Council Meeting of:**

06/12/2023

Date Rec'd

5/31/2023

Clerk's File #

ORD C36394

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**MARY X6712
MURAMATSU**Project #****Contact E-Mail**

MMURAMATSU@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

PARKS NO TRESPASS ORDINANCE

Agenda Wording

Proposed amendment to Section 12.06A.040 of the Spokane Municipal Code and repealing Chapter 10.76 of the Spokane Municipal Code to align with State code.

Summary (Background)

Due to an increased number of incidents in City Parks during overnight hours when Parks are closed to the public, and often involving large gatherings with drug and alcohol use and violent crimes, this proposed action creates a misdemeanor offense for subjects failing to comply with the postings. Currently, the sanction for violation of park hours is a non-traffic civil infraction.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BYRD, GIACOBBE

Study Session\Other

PSCH 5/1/2023

Division Director**Council Sponsor**CM's Stratton, Cathcart,
Bingle**Finance****Distribution List****Legal**

mmuramatsu@spokanecity.org

For the Mayor

gbyrd@spokanecity.org

Additional Approvals

kstratton@spokanecity.org

Purchasing

mcathcart@spokanecity.org

kthomas@spokanecity.org

sblackwell@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police Department
Contact Name	Captain Thomas Hendren
Contact Email & Phone	509-625-4049 thendren@spokanepolice.org
Council Sponsor(s)	CM Stratton, CM Bingle, CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: TBD
Agenda Item Name	Amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, specifically hours of operation.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The police department has observed a significant number of incidents, to include numerous violent crimes, occurring in Spokane City Parks, in the overnight hours, when parks are closed to the public. From January 1st of 2021 through March 31st of 2023 the police department data reveals the following statistics regarding incidents at the parks during hours of closure: 692 CAD incidents, 79 CAD incidents with a crime involving violence (assault, rape, shootings, etc.), and 29 incidents classified as shootings. The 29 shootings occurred in 22 different city parks. Included in that number, were three shootings involving victims struck by gunfire in 2022. In total, there were 9 victims struck by gunfire, with one fatality. The majority of these incidents occur as a result of gatherings of large groups of people, in the parks after hours, to socialize. Drug and alcohol use is common in these gatherings. These gatherings can and often do escalate to physical fights, felony assaults, and shootings.</p> <p>The current sanction for violation of the park hours is a non-traffic civil infraction. State law does not permit officers to compel a detention for non-traffic civil infractions. Additionally, issuance of an infraction does not remove persons who are unwilling to move on their own, from the parks. Increasing the sanction to a misdemeanor offense allows officers to investigate and, if necessary, compel detentions for this violation, in compliance with current state law. This sanction also allows for custodial arrest, if necessary, to gain compliance with subjects refusing to exit parks during hours of closure.</p> <p>This change is similar to private property owners posting no trespassing signs during specific times to prevent subjects from gathering on said property. That action creates a misdemeanor offense for subjects failing to comply with the postings. Law enforcement is able to use the trespassing offense as a reason for contact and enforcement. SPD has used this process numerous times in the past, at problem locations, to gain compliance from the community and greatly reduce or eliminate the gatherings of people during hours of closure.</p>
Proposed Council Action	Amend the current city code, increasing the sanction to a misdemeanor offense.

Fiscal ImpactTotal Cost: NAApproved in current year budget? Yes No N/AFunding Source One-time Recurring

Specify funding source: NA

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?

This ordinance applies to all members of the public. The current law prohibits subjects from gathering at parks after hours. The sanction, however, is ineffective to act as a deterrent to that behavior and does not give law enforcement the authority necessary to enforce this park rule.

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 police department already tracks race, gender and age demographics on any arrest. Additionally, the police department already tracks this information on any officer-initiated contact, regardless of any arrest occurring. Additionally, there are numerous avenues for members of the public to register a complaint regarding a law enforcement response. There are significant means available to monitor officer conduct, the most notable is the use of body worn cameras.

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

The police department is continually reviewing crime data and call for service data. SPD Crime Analysis has built a Power BI to track data related to the parks, specifically incidents occurring during hours of closure. The department will judge success based upon the impact to the number and types of incidents occurring in parks during the hours of closure.

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 goal of the police department in achieving this change in the ordinance is to provide law enforcement with the necessary tool to maintain order in city parks and prevent any further loss of life on city owned property.

ORDINANCE NO. C36394

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and pursuant to RCW 7.80.060 a person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction; and

WHEREAS, elevating the penalty for unlawful presence in a city park after hours to a misdemeanor allows law enforcement officers to investigate, check for warrants and pat down for weapons, as is constitutionally authorized; and

WHEREAS, the City seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.

3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Parks and Park Property (~~and Facilities~~)

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.

- 4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
- 5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. The Spokane Police Department shall compile and submit to the City Council on an annual basis data that identifies the number of persons law enforcement officers arrest in connection with enforcement of the park trespass violation, including such factors as age, race, ethnicity, whether the person had additional charges, and whether they were released or booked into jail.

Section 3. 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 4. 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

Assistant City Attorney

Mayor

Date

Effective Date

RACIAL EQUITY IMPACT ASSESSMENT

The Racial Equity Impact Assessment assists staff and policymakers working to account for racial equity at the earliest stages of planning a new Project or Policy. Racial disparities manifest both nationally and regionally across all sectors: health and behavioral health, jobs and income, education, and most relevantly here – the criminal justice system.

When studying disparities, it is important to understand the unique experiences Black and Indigenous communities have had since our country's founding (slavery and settler colonialism, respectively). Historical precedents and more recent policies have often resulted in disparate outcomes. While all racial identities have suffered under discriminatory policies and practices, Black and Indigenous populations remain most negatively impacted.

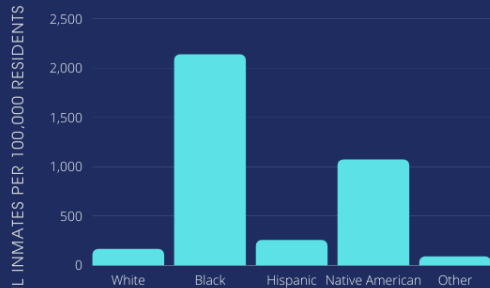
Still, discriminatory policies negatively affect all of us, regardless of race.¹ In 2020, for instance, [economists estimated that racial discrimination has cost the United States \\$16 trillion in lost GDP over the past two decades²](#)

Although this tool focuses on Racial Equity specifically, it contemplates disparities across other identities including immigration status, economic status, gender, and disability. Because disparities across other identities are typically compounded by race, a focus on racial equity at the outset allows policymakers to consider and address a myriad of potential adverse or unintended consequences resulting from new projects or policies.

This tool is not intended or designed to rectify all inequities, but it does provide a necessary first step in tackling local disparities and ensuring a safe, healthy, and vibrant Spokane for all residents.

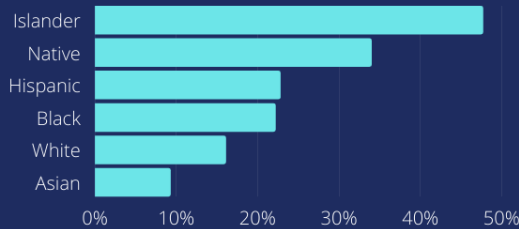
RACIAL DISPARITIES IN THE U.S.

SPOKANE COUNTY JAIL INCARCERATION RATES BY RACE: 2017¹

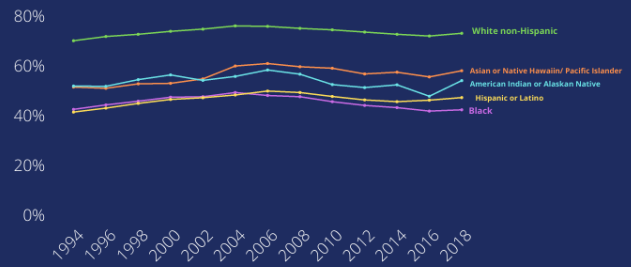


Note: "Hispanic" category is based on ethnicity. "Other" category comprised of Asians, Pacific Islanders, and non-identified individuals.

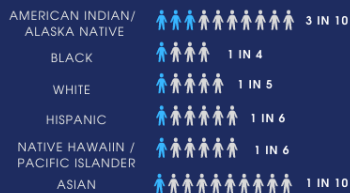
SPOKANE CITY POVERTY RATE BY RACE



U.S. HOMEOWNERSHIP RATE BY RACE



U.S. APPROXIMATE NUMBER OF ADULTS WITH A DISABILITY BY ETHNICITY AND RACE.



¹ JFA Spokane Justice Task Force: <https://www.spokanecounty.org/DocumentCenter/View/27270/JFA-presentation-73119>
² US Census: <https://data.census.gov/cedsci/table?id=ACSST5Y2019.S1701&g=1600000US5367000>
³ USA Facts: <https://usafacts.org/articles/homeownership-rates-by-race/>
⁴ CDC: <https://www.cdc.gov/ncbddd/disabilityandhealth/materials/infographic-disabilities-ethnicity-race.html>

¹ See, e.g., McGhee, Heather. [The Sum of Us: What Racism Costs Everyone and How We Can Prosper Together](#) (2021).

² Hallett, Stephanie. [Racism Has Cost the US Economy \\$16 Trillion in The Last 2 Years – And Will Keep Costing the Country Money if Things Don't Change](#) (Oct. 12, 2020), <https://www.businessinsider.com/personal-finance/racism-cost-us-economy-16-trillion-last-20-years-2020-10>.

Racial Equity Impact Assessment Spokane, Washington

A Racial Equity Impact Assessment can help criminal justice departments, agencies, and other entities apply an equity analysis to current operations, practices, priorities, and decision making — including funding, program development and program design. More specifically, the assessment helps staff and policymakers set equity goals, and identify and correct harmful, unintended consequences before a Project or Policy takes effect.

For example, a policy like New York’s “[Stop-and-Frisk](#)” may be designed to enhance public safety, but once implemented, inadvertently contributed to disparate rates of arrests, jail admissions, and distrust in law enforcement. By prioritizing time to engage in an iterative, goal-oriented and data-driven process, criminal justice leaders can help create a sustainable, fair, efficient, and equitable legal system.

We recommend that a project team or similar working group — composed of system actors and community representatives — address the questions below collaboratively throughout the development, implementation and review stages of the Policy or Project. If you would like additional support, please contact the Office of Law & Justice.

1. Name of Proposed Policy or Project _____
(Ex. *Establishing DUI therapeutic court*)

2. a. What is the goal of the Policy or Project and/or the challenge you are attempting to address?
(Ex: *Increase diversion opportunities for drug related charges*)

b. What current racial and other inequities might this Policy or Project address?

3. Based on the data you have gathered and reviewed how might the Policy or Project impact racial disparities (improve or worsen)? Please review Appendix A for suggested Data metrics.
All data should be disaggregated by race/ethnicity, gender, and age.

If you do not have access to any relevant metrics, what is your plan to obtain relevant data (this can include data gathered by peer-reviewed sources from community organizations, news and/or academic sources, city departments, and other national, state, or county agencies)?

4. Please identify who may be impacted by the proposed Policy or Project? Please identify direct and indirect impacts.

a. System Actors/Entities

	Direct	Indirect	N/A
Law Enforcement Agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Trial Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detention Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Superior Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Prosecutor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Prosecutor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Probation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Probation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Defender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Public Defender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Department of Corrections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Juvenile Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. Community Members (direct and indirect impacts)

	Direct	Indirect	NA
Age			<input type="checkbox"/>
Gender Identity			<input type="checkbox"/>
Racial Identity			<input type="checkbox"/>
Ethnic Identity			<input type="checkbox"/>
Neighborhoods/Zip Codes			<input type="checkbox"/>
Income			<input type="checkbox"/>
Disability			<input type="checkbox"/>
Other			<input type="checkbox"/>

- c. Service providers and/or community organizations led by and/or supporting impacted communities, especially in areas related to this Policy or Project.

Provider Name or Type	Resources/Services Provided and Potential Impact

5. Are you collaborating with individuals and communities most impacted — particularly Black, Indigenous People of Color — in the Policy or Project planning process? If not, what is your plan to include community members to ensure meaningful input from planning through implementation and performance monitoring? Please use the table below as a helpful guide.

	Community Collaboration Addressed <i>Please describe efforts for each phase.</i>	Community Collaboration Plan <i>Please describe plan and timeline for each phase if efforts have not already been completed.</i>
Planning/Outreach <i>Suggested items to consider: dates of meetings/forums, names of participant and/or organizations, accommodations made for physical access & language access, and how input/participation was included in decisions and next steps, whether participants received compensation.</i>		
Implementation <i>Suggested items to consider: community experts serving on project team, whether community participants receive compensation, meeting location and time, other community-based partnerships.</i>		
Evaluation <i>Suggested items to consider: Community experts serving on the evaluation committee, whether community experts receive compensation, recurring community meetings or forums to share updates and information, other data transparency measures.</i>		

6. What factors outside of the criminal justice system might uniquely impact individuals or communities of color and complicate the equity goals (consider root causes and/or intersecting identities)? Does the proposal address any of these factors? Please check all that apply and brainstorm additional relevant factors:

Factors	Yes	No	Mitigated or Exacerbated by Project/ Policy (describe)
Economic Distress	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Instability	<input type="checkbox"/>	<input type="checkbox"/>	
Behavioral Health Needs	<input type="checkbox"/>	<input type="checkbox"/>	
Education	<input type="checkbox"/>	<input type="checkbox"/>	
Healthcare Access	<input type="checkbox"/>	<input type="checkbox"/>	
Food Access	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation Access	<input type="checkbox"/>	<input type="checkbox"/>	
Language Access	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Technology	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Child Care	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Adverse Childhood Experiences / Trauma Histories	<input type="checkbox"/>	<input type="checkbox"/>	
History of Discrimination	<input type="checkbox"/>	<input type="checkbox"/>	
Lack of Trust	<input type="checkbox"/>	<input type="checkbox"/>	
Cultural Considerations	<input type="checkbox"/>	<input type="checkbox"/>	
Immigration Status	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

7. What legal limitations might complicate this Policy or Project and what is the plan to address them?

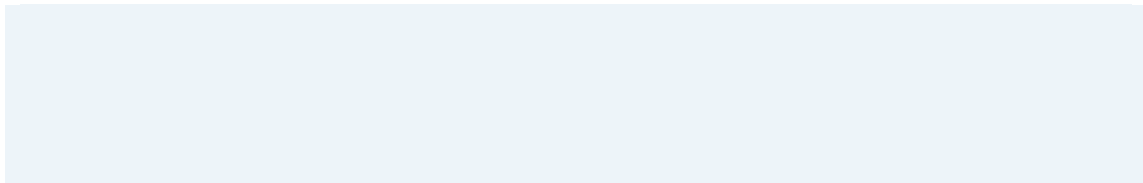
8. Based on the answers above, what specific changes need to be made to achieve your racial equity goal and avoid the continuation of racial and other disparities (*Ex. Partnering with and/or investing in groups representing communities most impacted by the proposed initiative.*)



9. What performance measures will you use to evaluate the Policy or Project's impact following implementation, including the impact on racial and ethnic disparities? Qualitative and quantitative measures are encouraged.



10. What is your timeline for review and ongoing adjustments?



Appendix A

The data below is a suggested starting point for discussion related to Section V and may not be relevant to your project. You are encouraged to identify and collect additional data points. **All data should be disaggregated by race/ethnicity, gender, and age.** Consider breaking out identities within broad racial categories, if possible. For example, “Asian” can encompass multiple identities, including but not limited to Chinese, Filipino, Vietnamese, Korean, Japanese, Cambodian, etc. Combining these groups can mask disparities across them. It might also be helpful to reach out to community partners as a data source.

- a. Eligible Participants
- b. Exclusion Criteria
- c. Law Enforcement
 - i. Contact Rate
 - ii. Citation Rate
 - iii. Arrest Rate
 - iv. Use of Force Rate
- d. Prosecution
 - i. Charging decision by type
 - ii. Diversion decision by type
 - iii. Therapeutic court referral by type
 - iv. Length of Sentence
- e. Jail data
 - i. Population
 - ii. Length of stay in jail
 - iii. Bail amount by race
 - iv. Charges
 - v. Admissions
 - vi. Release type
- f. Public Defense
 - i. Public defender eligibility
- g. Court Data
 - i. Conviction rate
 - ii. Time to adjudication
 - iii. Sentencing outcomes by type
- h. Probation
 - i. Probation ordered
 - ii. Length of monitoring
 - iii. Violations by type

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	October 5, 2022		
Requester	Jason Conley	Phone number: 625-6211	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040		
Begin/end dates	Begins: 10/13/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:	<p>Being in a city park after the hours of closure used to be charged as a misdemeanor. With prior changes to the Park Code, this penalty was unwittingly changed to a civil infraction. The City would be in a much better position to regulate violent crime in the city parks if trespass in the parks were once again chargeable as a misdemeanor. This is a tool needed by law enforcement to give them authority to approach people in the park for the purpose of conducting an investigative detention into the trespass. This proposed ordinance would change the penalty back to a misdemeanor if approved by City Council. This request originates with the Spokane Police Department.</p>		
Motion wording:	Move to approve a Resolution endorsing the amendment of the Spokane Municipal Code (12.06A.040) to a misdemeanor.		
Approvals/signatures outside Parks:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:		
Fiscal impact:	<input type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
Vendor:	<input type="radio"/> Existing vendor	<input type="radio"/> New vendor	
Supporting documents:			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI: Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)

Proposed amendment to Park Rules

Changes the park rule violation of being in the park after hours from a minor violation (punishable as a civil infraction) to a criminal trespass punishable as a misdemeanor.

What is this change necessary?

Public parks have become venues for after-hours shootings and other violent crimes. Three parks in Northwest Spokane (Franklin, Shadle and Dwight Merkel) are in the top ten locations for calls for service over the past 6 months for all locations in Northwest Spokane.

- **Dwight Merkel - 00:30 a.m. Shooting on June 29, 2022 - 1 victim, no fatalities**
SPD case no. 2022-20110525
- **Dwight Merkel – 23:40 a.m. Shooting on August 1, 2022 – fortunately no victims hit by gunfire**
SPD case no. 2022-20132855
- **Franklin Park - 3:15 a.m. Shooting on August 27, 2022 - 4 victims, one fatality**
SPD case no. 2022-20150748
- **Dutch Jake Park 2:53 a.m. Shooting on August 25, 2022 - 4 victims, no fatalities**
SPD case no. 2022-20149268

Gangs exploit venues they know are secluded and unpatrolled by park security. Closed parks have consequently become a haven for these groups, subjecting the parks to uninterrupted drug activity and gun fights. The threat to public safety cannot be managed under the current regulatory framework.

How does elevating this to a misdemeanor make a difference?

Violent crime is not deterred by the threat of a fine, but this is not about the penalty. It is about the classification of the offense. The authority to investigate a crime gives law enforcement authority they do not have with an offense that is merely a civil infraction. A misdemeanor is a criminal offense, and that sets in motion the legal tools needed by our law enforcement officers to effectively investigate individuals who pose a threat to public safety. For criminal activity, officers may conduct an investigatory detention when they have a reasonable suspicion that criminal activity is occurring or about to occur. Police need this tool to proactively address suspicious situations and disperse groups involved with gang activity. This could help to prevent shootings and other violent activity from occurring.

Can't police contact these people now and make them leave?

No. Civil, non-traffic infractions do not give police the authority to detain a person for investigation or to effect a seizure of their person. If a person refuses to leave the park, the police could issue a ticket, but nothing more. If the person refuses to give their name, police could not take further measures to identify that person. They could not check for warrants or determine whether that person is in possession of dangerous weapons. The presence of police to issue that civil infraction would do nothing whatsoever to prevent a shooting from occurring minutes later.

Okay, but should this really be a crime?

Many types of premises (both public buildings such as City Hall and private business such as stores) have hours of operation and, when they close, it is a criminal trespass to remain or return. Parks close for the safety of the community. For many years, it was a misdemeanor to be in a City park after hours, but for reasons not altogether clear, that penalty was reduced to a fine. This change has not served the community well. Consequently, violent crime has had an opportunity to take hold in Spokane's parks during the hours they are supposed to be closed. Reinstating the misdemeanor not only would put public parks on par with other types of premises. It could potentially save lives.

Wouldn't this criminalize members of the community for harmlessly walking their dogs or jogging late at night?

No. First, police generally don't receive calls about the person walking their dog or jogging, but they do get calls about suspicious activity and groups that become aggressive. But regardless of what might bring the police to the situation, officers are trained to address low-level misdemeanors at the lowest level of enforcement. This means that they take the opportunity to educate the person and to give that individual the courtesy of a warning before they issue a criminal citation.

ORDINANCE NO. C _____

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.

4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.

3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful trespass on City park property and shall be punishable as a misdemeanor.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE PARK BOARD

RESOLUTION

A resolution declaring an endorsement by the City of Spokane Park Board for the adoption of a revised Spokane Municipal Code (SMC) 12.06A.040.

WHEREAS, SMC 12.06A.040 was last updated July 26, 2021 was found to be incomplete and requiring updating to reflect current park user needs; and,

WHEREAS, SMC 12.06A.040 does not adequately address current challenges and efforts by both Spokane Police Department (SPD) and Parks Recreation Division Park Rangers; and,

WHEREAS, the Park Board is desirous of improving safety and availability park facilities for everyone in the community; and,

WHEREAS, a prior version of the park rules included a misdemeanor penalty for being in a city park after the hours of closure; and

WHEREAS, current park rules have the penalty defined as an infraction which prevents police from conducting an investigative detention; and,

WHEREAS, violent crime increased in city parks in 2022 including multiple shooting during the hours of park closures; and,

WHEREAS, language to SMC 12.06A.040 will be revised, to make a violation of park hours an unlawful trespass on city park property and punishable as a misdemeanor.

-- Now Therefore, BE IT RESOLVED that the Park Board endorses the revisions to SMC 12.06A.040, provided that revisions to 12.06A.040 are adopted by City Council.

ADOPTED BY THE SPOKANE PARK BOARD: October 13, 2022.

Park Board President



SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

- MEMORANDUM -

TO: Spokane City Council and the Equity Subcommittee
FROM: Captain Thomas Hendren
DATE: 4/20/2023
RE: Proposed change to park rules

The Spokane Police Department is respectfully requesting for the Spokane City Council to amend the current Spokane Municipal Code, regarding park rules, to change the sanction for violating the park hours from a civil infraction to a misdemeanor offense. In years past, the sanction for this violation was a misdemeanor. I am unsure of the exact year, but this was changed by city council to a civil infraction. Since that change, it has become much more difficult for officers to maintain order in city parks, after hours.

This request comes after a year of unprecedented violence within Spokane City Parks. During the summer of 2022 there were three different shooting incidents involving victims struck by gunfire, in Spokane City parks. In total there were nine victims struck in the three incidents to include one fatality. All of these incidents occurred when parks were closed to the public under current city code.

The reason SPD requests the change in the sanction for violating park hours is that the current civil infraction is not a sufficient deterrent to prevent groups from gathering at city parks when they are closed. Under RCW 7.80.060 the legislature has outlined the authority of law enforcement related to non-traffic civil infractions. This statute requires for an offender to provide their name, address and date of birth. There, however, is no specific sanction or crime established for any subject who refuses to comply. Rather, the statute states "A person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for the purposes of issuing a civil infraction."

It has been the experience of SPD that many of the subjects engaging in activities at city parks, after hours, are violent and often uncooperative with law enforcement. The data below supports that statement. As such, officers have no authority to address non-compliance when attempting to issue a non-traffic civil infraction. The current state law under RCW 10.120.020 prohibits officers from being able to physically compel a detention to issue a non-traffic civil infraction. Additionally, even if an offender is cooperative and allows for an officer to issue the civil infraction, there is no additional authority to make violators physically leave the location. Violators may receive the infraction but remain in the park, and refuse to leave. Elevating the sanction to a misdemeanor gives law enforcement authority to contact violators and, if necessary, compel a detention. Furthermore, refusal to leave the location can be addressed through a custodial arrest. I will address tactics later on in this document to address members' concerns related to arrests and potential uses of force.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

- MEMORANDUM -

I have done a preliminary review of data related to Spokane City Parks. This data was compiled by our crime analysis unit by extracting incidents from our CAD and records system that are listed to have occurred at addresses identified as city parks. This data, however, is incomplete and does not reflect the exact number of incidents that have occurred at city parks. This is due to the manner in which calls can be reported. Often these complaints come in as an intersection location versus a park name or specific park address. Therefore, the data I am going to cover is likely an underrepresentation of the actual number of incidents occurring in Spokane City Parks.

From January 1st of 2021 through March 31st of 2023, there have been a total of 692 incidents in city parks, after hours, found in our CAD and records system. Of those, 79 incidents recorded in city parks, after park hours, fall under an incident classification that would be considered a crime involving violence. This would include assault, rape, stabbings, shootings, etc. Of those incidents, 29 were specifically classified as "shooting" incidents. Shooting incidents were reported in 22 different city parks over that time frame. These, of course, include the incidents I have mentioned above. The parks with the most shooting incidents were Dwight Merkel and Mission Parks with three shootings each. The following parks each have two shootings reported at their locations in that time frame: Audubon, Dutch Jake, Comstock and Cliff Park. Further there are shootings reported in parks that are located in most of Spokane's neighborhoods.

The incidents from 2022 that resulted in victims being struck and the fatality stemmed from gatherings of individuals at the parks, after hours, to socialize. Similar to the gatherings that led to the shootings, many gatherings often involve alcohol and drugs. The demographics of those attending can be wide ranging. Some of these gatherings include known gang members and gang associates. Other gatherings involve subjects that have no gang affiliation or criminal records.

A review of the demographics of the shooting victims that were actually struck by gunfire from 2022 reveals the following:

1. Franklin Park incident on 08/27/2022, incident number 2022-20150748:
 - a. Pacific Islander male 22 years of age, deceased.
 - b. Pacific Islander male 19 years of age, struck by gunfire.
 - c. Pacific Islander male 19 years of age, struck by gunfire.
 - d. Pacific Islander male 18 years of age, struck by gunfire.
2. Dwight Merkel incident on 6/29/2022, incident number 2022-20110525:
 - a. Black male 16 years of age, struck by gunfire.
3. Dutch Jake incident on 8/25/2022, incident number 2022-20149268:
 - a. Black male 16 years of age, struck by gunfire.
 - b. Black female 19 years of age, struck by gunfire.
 - c. White female 19 years of age, struck by gunfire.
 - d. White female 40 years of age, struck by gunfire.

(Note: The 16-year-old black male shot at both Dwight Merkel and Dutch Jake Park was the same person).





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

- MEMORANDUM -

I have been asked to submit my request for this change in law to the Equity Subcommittee. I have also been requested to complete a "Racial Equity Impact Assessment." Any estimate of future demographics of those contacted for violating the new ordinance would be a guess at best as we do not have any recent data related to enforcement of park hours by SPD. That being said, the data is clear regarding the observed demographics of the victims of the recent shootings in Spokane City Parks. Future enforcement, however, will be easy to track as our system already has the mechanism to record such data on officer-initiated contacts and arrests made as part of a call for service.

Numerous times in the past, SPD has observed similar gatherings in the late-night hours on private property. In several of those past situations, we observed gatherings result in numerous calls for service and incidents that escalated to violence. To address such locations where the problem persisted, the most common community oriented policing tactic used was to work with the property owner to establish control over the property during the days and times in question. A common approach is to post the location with clear "No Trespassing" and "No Loitering" signage that established the time when the property was not open to the public. Once that was done, SPD would engage in education first to attempt to gain compliance. This often was enough to prevent most people from gathering due to fear of being charged with a misdemeanor. For those individuals that were more defiant, some enforcement would be needed to establish credibility for the "No Trespassing" signage. This tactic has been successful, time and time again, in stopping gatherings at such locations. This is essentially what we are asking to achieve from the city council.

To attempt to minimize potential physical arrests and uses of force associated with enforcement of this ordinance, we plan to do the following. First, we will work with the Parks Department to put out the information on the change in law through media, social media, fliers, etc. Next, we will conduct special emphasis patrols, staffed with multiple officers to attempt to avoid violent confrontations, during the hours in question. The initial patrols will be focused on educating violators on the change in law, informing them of the potential consequences, and then attempting to gain compliance without actual enforcement. In a perfect world, this would be enough to end the gatherings. Our experience has been that a smaller group of people will continue to violate the law until we actually conduct enforcement. The lowest level, and most common method of enforcement will be to issue criminal citations to subjects that refuse to comply with the law. Unfortunately, there may be a smaller number of violators that will remain non-compliant and require us to make a custodial arrest to remove them from the park.

It has been our experience, in similar situations with private property, once the problem individuals are convinced that we will enforce the law and make arrests, they typically do not continue to gather at those locations. If we do start to see gatherings resume, we can often address those situations with less resources and quickly regain compliance.

There was language proposed to allow for this to be a misdemeanor offense only after officers have made contact with the violator and advised them to leave first. If the violator refused to comply, at that time, the violator would be committing a misdemeanor.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

- MEMORANDUM -

The problem with that approach is that our problem offenders will know the law as well as any of our officers. They will know that it requires an officer to contact them and order them to leave before they face any potential consequences. As such, many such offenders will continue to gather and only leave once contacted by law enforcement. This will require constant patrol emphasis on the problem locations. It will also require a significant number of officers to safely enforce this ordinance as the groups that gather can be very large and as already mentioned, armed and dangerous. Our current staffing would not allow for us to be effective in controlling the parks under that proposed language. In order to be effective, the language originally proposed is what is necessary to establish order in the parks after hours.

Captain Hendren #482



Response to Making it a Misdemeanor to Be in the Parks After Hours EQUITY SUBCOMMITTEE MAY 22ND 2023

The goal of the equity subcommittee in this review is to provide feedback and a process to consider policy and programmatic impacts on historically impacted communities. Recognizing that the proposed policies came toward the proposal's end, there is a lot more retrospective feedback. It is only possible to provide complete feedback with a broader discussion about policing and its impacts on disadvantaged communities.

The Equity Subcommittee received two policy proposals regarding establishing a misdemeanor for violation of park hours.

TWO PROPOSALS: BOTH MAKING IT A MISDEMEANOR TO BE IN THE PARKS AFTER HOURS

J. Other Uses of Park Property and Facilities

A violation of this section is an unlawful trespass on City Park property and shall be punishable as a misdemeanor.

And

Any person who refuses a lawful order by an authorized City employee directing them to leave a park during the hours of closure commits unlawful trespass on City Park property, which is punishable as a misdemeanor.

THE PROBLEM THE POLICY CHANGE IS LOOKING TO SOLVE:

Public parks have become venues for after-hours shootings and other violent crimes. Three parks in Northwest Spokane (Franklin, Shadle, and Dwight Merkel) are in the top ten locations for calls for service over the past six months for all locations in Northwest Spokane. To date, the data received by the equity subcommittee was from SPD in the memo and the Racial Equity Assessment.

Gangs exploit venues they know are secluded and unpatrolled by park security. Closed parks have consequently become a haven for these groups, subjecting the parks to uninterrupted drug activity and gun fights. The threat to public safety cannot be managed under the current regulatory framework.

RECOMMENDATION

We do not recommend criminalizing as a first response. Even after completing their sentences and being released from prison, residents with a criminal record face tens of thousands of documented legal and financial barriers, in addition to widespread social stigma and other detrimental effects on their health and family outcomes. The concerns highlighted in the presentation of vandalism, drug, and alcohol use, and violence are already crimes. Making it a crime to be in the park after hours appears to be for the convenience of enforcing other crimes. It does not solve any root issue related to individuals being in parks after hours whether due to behavioral health concerns, houselessness or other causes. Parks should absolutely be one of the safest and most accessible areas in the city, and they are provided for by tax dollars from residents, including the ones who use them after hours. We also recommend an

investment to put resources into raising awareness about park best practices, rules, and community engagement instead of criminalizing individuals for using public spaces.

The shared equity assessment was unclear, but in the accompanied memo it appears that suspects and victims of violent crimes were more diverse than the general population. Members from various communities need to be more engaged in identifying a solution. Clearly, this proposed policy would not include any room for nuance - early morning runners, people walking across the park. It also does not consider that anyone houseless sleeping in a park after hours would be arrested for trying to find a public space to sleep. Enforcement could apply differently in various scenarios; there were some mentions of good vs. bad uses of parks during the not allowed hours, with discretion given to responding officers.

SPD and parks are asking to rush the ordinance. The timeline presented did not allow for further community engagement, and there needed to be a collaboration with impacted communities. The subcommittee recommends cooperation between various departments, community organizations, and residents to understand the needs, gaps services and to develop solutions. Stakeholders that could be consulted include organizations working with youth, gang prevention programs, trusted messengers in diverse communities and neighborhood groups, the city council, police department and the parks department. This approach would allow departments to build stronger relationships with various stakeholders in the community.

SUPPORTS: The commitment to transparency, consistent monitoring, and reporting of data regarding initiated contacts that are broken down by gender, age, race and ethnicity, along with the results of contacts.

Follow up question: if disparities are showing up what are option of actions that could be considered/implemented? We are specifically asking for the protocol in the police department in examining disparities and taking actions to mitigate them.

IF IT MUST BE IMPLEMENTED

To implement the communications plan. Have the tools and know-how to communicate with diverse communities and impact. Suppose the communication plan has considered residents' language diversity and access to media outlets and technologies. Community engagement with impacted communities and neighborhoods and recommend getting information to a diverse group of trusted messengers to get the word out.

One part of the implementation plan is to give warning to people occupying the park. How would an in-person warning be given to people with limited English proficiency? Is there a need to provide that in other languages? How is a warning given when the community members do not trust law enforcement to keeping them safe?

If the data collected show a disparate arrest rate with BIPOC communities, how is the department prepared to close disparities? What ongoing efforts is the department taking for bias and equity training? How would that be shared with the communities disproportionately impacted?

ADDITIONAL CONSIDERATIONS:

What are the budget impacts compared with other mitigation strategies? Parks are looking to save money and not spend it cleaning up vandalism, but we are looking to spend more as a city on policing. We recommend investing more in park programming and education. Specifically in communities living around the park.

Cost of overtime hours worked in addition to the well-being of officers working continuous overtime when there is already a staffing shortage within the department. What are the impacts of overworked officers in the community?

How much money was allocated to programs developed to support young adults and youth?



Spokane Park Board

3:30 p.m. Thursday, Oct. 13, 2022
In-person in Council Chambers, City Hall, and
virtually via WebEx

Park Board members

X Jennifer Ogden – President
X Bob Anderson – Vice President
X Jason Conley – Acting Secretary
 Nick Sumner
X Greta Gilman
X Sally Lodato
X Gerry Sperling
X Barb Richey
X Hannah Kitz (3:57)
X Kevin Brownlee
X Christina VerHeul
X Jonathan Bingle – City Council liaison (exits,
 4:48)

Parks staff

Jason Conley
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Mark Poirier
Jonathan Moog
Berry Ellison
Karin Cook
Kris Behr
Sarah Deatrich
Katie Kosanke
Jeff Perry
Lars Erpenbach
Steve Nittolo

Guests

Mary Gilmore
Sam Chase
Michelle Welch
Kelly Brown

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Jennifer Ogden
See above
2. **Additions or deletions to the agenda**
 - A. Remove consent agenda item #6 – Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) – for discrepancy between cost presented to the committee and final invoice
3. **Public comment**
 - A. Sam Mace (East Central neighborhood, next to Underhill Park): Sam Mace requested to withhold endorsing dog park guidelines. Sam stated parking issues, public safety issues, and impacts on neighbors need to be addressed.
 - B. Michelle Welch: Michelle put out a petition asking the public how they felt the dog park process has been followed according to the guidelines. She has received 133 signatures of people who feel the guidelines have not been met. Jennifer Ogden asked of specific concerns and feedback and asked Michelle to email concerns and feedback to her directly.
 - C. Kelly Brown, speaking on behalf 100+ member female running group Spokane Swifts: Kelly states that the group strongly supports amending Spokane Municipal Code (SMC) 12.06A.040 to reinstate misdemeanor charges for use City parks after hours. They feel safety is a concern and the amendment will enhance safety in the parks.
4. **Consent agenda**
 - A. Administrative and committee-level items
 - 1) [Sept. 8, 2022, regular Park Board meeting minutes](#)

- 2) Claims – September 2022
- 3) Fisher Construction Group, Inc. Construction Change Order #2 / Downriver Golf Course Roof Renovation (\$47,131.37+tax) – Nick Hamad
- 4) Liberty Library ADA book drop location – Berry Ellison
- 5) Garco change order #2 / Don Kardong Bridge construction for \$31,639.00 – Berry Ellison
(Formerly #6 – deleted from agenda)–~~Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) – Nick Hamad~~
- 6) Spokane Arts Consulting /Riverfront Park Signature Art Piece Amendment #3 (\$2,757.70 tax inclusive) AND Contract Extension – Berry Ellison
- 7) SBO to appropriate \$300,000 to the Golf Fund from unencumbered fund balance for 1). Construction cost increases in the capital program; 2). Inflationary increases in operating accounts particularly fuel, fertilizers and other petroleum based products; and 3). Repairs and maintenance. – Jason Conley

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #7 as presented
Bob Anderson seconded
Motion passed with unanimous consent (9-0)

5. **Special guests**

- A. **Daughters of the American Revolution Conservation Award** – Mary Gilmore, past regent
- 1) Mary Gilmore, past regent of the Daughters of the American Revolution presented the national DAR conservation award to Spokane’s Urban Forestry division for conservation efforts over past 24 years.

(Hannah Kitz arrives at 3:57)

6. **Financial report and budget update** – Jason Conley presented the September financial report and budget update in Mark Buening’s absence. The September operating expenditures for the Park Fund are approximately \$4.4 million more than the historic budget average. Year-to-date revenues are almost \$2.6 million above the budget average. Revenues are exceeding expenditures almost \$239,000. The September operating expenditures for the Golf Fund are almost \$405,000 more than the budget average. Year-to-date revenues are exceeding the budget average about \$190,000. Revenues are exceeding expenditures about \$1.8 million year-to-date. There is approximately \$29,000 remaining of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

- A. **Q3 2022 Communication & Marketing update:** No presentation, update included in agenda packet.

8. **Committee reports:**

Urban Forestry Tree Committee: October 4, 2022, Kevin Brownlee

A. Action items: None – Canceled

B. The next regularly scheduled meeting is 4:15 p.m. Nov. 1, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Golf Committee: October 11, 2022, Gerry Sperling

A. One of two action items was presented on the consent agenda.

B. **2023 Golf fee increases** – Mark Poirier

- 1) Mark Poirier presented the proposed golf rate increases. A \$1.00 fee increase is recommended across all daily greens fee options. There will be no increase in sunset

rate, daily private cart rate, annual private cart rate, 10 play pass, or the junior rate. There will also be no change for the Players and Loyalty passes, however, the Unlimited Pass will increase by \$100 for 2023. This fee increase is needed to combat unforeseen inflation costs to the golf fund.

Motion No. 2: Gerry Sperling moved to approve the 2023 golf fee increase as stated and presented by Mark Poirier

Councilman Bingle seconded

Motion passed with unanimous consent. (10-0)

- C. Gerry Sperling states golf courses are in excellent condition. She extends thanks to Urban Forestry for continual assistance with removing and trimming trees. Downriver sprinkler system completed. Qualchan is in excellent condition with the parking lot re-sealed, and the clubhouse repainted.
- D. The next scheduled meeting is 8 a.m. Nov. 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: October 5, 2022, Greta Gilman

A. Three of five action items were presented on the consent agenda.

B. [Resolution adopting Citywide dog park site selection, design, and operations guidelines study \(no cost\)](#) – Nick Hamad

- 1) Nick presented the draft dog park guidelines resulting from the efforts of a technical consultant and the project advisory committee (PAC) formed in March 2022. Dog parks is one of the fastest growing amenities nationwide, which is not being served in this community, as identified in the recent Parks Master Plan. In summary, Spokane provides one dog park per 115,000 people. The PAC recommends Spokane provide 1 dog park per every 25,000 people, resulting in a total three to nine facilities each consisting of one to seven-plus acres, or at least one regional (7+ acre) dog park facility per city council district Citywide. In addition to recommending dog park levels of service, this document establishes site selection guidelines, design guidelines and operations & maintenance guidelines for future public dog parks. The document also applies the site selection guidelines to evaluate all city owned lands (including parks division and non-parks division land) for suitability to develop future dog parks.
- 2) By adopting this plan, Parks is meeting a priority from the citywide park master plan and fulfilling a portion of City's responsibilities outlined in the the Spokane Public Schools memorandum of understanding (OPR2022-0137) which requires a citywide dog park study be completed prior to end of October 2022. However, this study does not determine the exact location of an official South Hill dog park. The site selection of the official South Hill dog park will be a separate action, possibly as soon as the October 24 special Park Board meeting.
- 3) In response to Greta Gilman's concern Nick explained that the development of an official South Hill dog park is being funded by Spokane Public Schools, which is why dog parks in District 2 are being studied for the first development of a dog park after completion of the citywide study. The loss of an unofficial south hill dog park and the need to select a site for an official South Hill dog park, along with Citywide Park master plan recommendations for adding dog parks is what sparked the study. Despite the funding for an official South Hill dog park, the results of this citywide study were deliberately shown for every district, as the Park Master Plan has already determined the need for dog parks is Citywide, not just in District 2. Two public meetings have already been held regarding the potential sites for an officiation south hill dog park, and

two additional public open house meetings will be held to solicit additional public feedback to assist the Park Board in determining the location for an official South Hill dog park location. Should it be determined that additional feedback is needed, this action item may be pushed to the regular November 10 Park Board meeting.

Motion No. 3: Greta Gilman moved to approve the resolution adopting Citywide site selection, design, and operations guidelines, keeping in mind that this is not the final site selection, and that the guidelines require additional public input per site selection.

Councilman Bingle seconded

Motion passed with unanimous consent. (10-0)

(Councilman Bingle exits at 4:48)

C. [Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code \(SMC\) 12.06A.040 – Jason Conley](#)

- 1) Jason explained that in response to the numerous violent crimes in park settings recently, the Spokane Police Department asks that the Park Board endorse their recommended amendment to the current Park rules. Under section J.4, language would be added allowing police more authority to detain and remove suspicious individuals, rendering trespassing as unlawful and punishable as a misdemeanor. This section had previously resulted in a misdemeanor but had been downgraded to an infraction, or ticketed offense. Although the police will not be able to patrol every park 24/7, they are able to focus on the known hot spots throughout the Parks system. They will also be able to close gates to the Parks after hours when Parks staff is unavailable.
- 2) Gerry Sperling, Bob Anderson, and Jennifer Ogden support the resolution, citing the need to address violence in our parks and the safety of the public.
- 3) Christina VerHeul expressed concern over the significant legal difference between an infraction and a misdemeanor and the possible legal implications which may affect someone's ability to gain employment. Hannah Kitz relayed that misdemeanors are often expunged in court before the charge is made against someone and goes on the record.

Motion No. 4: Greta Gilman moved to approve the resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040.

Gerry Sperling seconded

Motion passed. (8-1)

D. The next scheduled meeting is 3:30 p.m. Nov. 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: October 5, 2022, Sally Lodato

A. Action items: None - Canceled

B. The next scheduled meeting is 5:15 p.m. Nov. 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: October 10, 2022, Nick Sumner

- A. One of two action items was presented on the consent agenda.
- B. **2023 Riverfront Spokane fees and charges** – Jonathan Moog
 - 1) Mr. Moog reported the cost of labor and materials has increased significantly due to inflation, negotiated bargaining unit contracts, and a competitive labor market. The overall wages as compared between the 2023 proposed budget to the 2022 adopted budget has increased by 17.5% amounting to \$391,773. The proposed pricing adjustment for attractions would recover approximately \$215,000. Event venues pricing changes occurred in three categories 1) recover the direct cost of maintenance and sales; 2) services changes; 3) changing rental areas into different park zones. Mr. Moog highlighted specific pricing changes and noted the goal is to maintain affordability while ensuring attractions recover their costs. A 15% discount for private, non-profit events will be implemented.

Motion No. 5: Jennifer Ogden moved to approve the 2023 Riverfront Spokane fees and changes as presented.

Gerry Sperling seconded

Motion passed with unanimous consent. (9-0)

- C. Berry Ellison gave a presentation outlining the progress and installation of the Seeking Place sculpture by artist Sarah Thompson-Moore. He noted the contractor (Terra Bella) has completed work and has left the site. Ribbon cutting is schedule for October 18 at 5:30 p.m.
- D. The next scheduled meeting is 4 p.m. Nov. 7, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Finance Committee: October 11, 2022, Bob Anderson

- A. Action items: The action item was presented on the consent agenda.
 - 1) Bob Anderson recapped Garrett Jones' 2023 budget update which was highlighted by change in the Risk Fund deficit payback. Garrett and City staff were able to switch from a single transfer in 2023 to a 5-year plan which helps reduce the plan 2023 budget deficit from over \$800,000 to about \$165,000.
- B. The next regularly scheduled meeting is 3 p.m. Nov. 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: Sept. 21, 2022 – Bob Anderson

- A. Action items: None
 - 1) Bob Anderson recapped Garrett Jones' and Rick Romero's EXPO+50 update. Garrett recapped a meeting of the marketing team, which was hosted by Greater Spokane, Inc., and Visit Spokane. The next meeting will focus on themes and event beginning and ending timeframe.
 - 2) Former Expo '74 planners have provided input for the 2024 celebration and stressed the need for a full-time employee to coordinate the event activities.
 - 3) Gonzaga students from the business and environmental sciences programs will assist with plans for activating the Spokane River.
- B. The October 19 meeting is canceled. The next regularly scheduled meeting is 3 p.m. Nov. 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. **Reports**

- A. President: Jennifer Ogden – Jennifer gave a reminder of the October 24 special Park Board meeting

B. Liaisons

1. Conservation Futures – Nick Sumner – no report given
2. Parks Foundation – Barb Richey – The Park Foundation did not meet, and the fund balance is in your packet.
3. City Council – Jonathan Bingle – no report given

C. Acting Director – Jason Conley

- 1) Merkel turf repair project is ahead of schedule.
- 2) Fall recreation programs are having amazing attendance

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 5:33 p.m.

13. **Meeting dates**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. November 1, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. November 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. November 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. November 7, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. November 8, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. November 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. November 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

B. Park Board: 10:00 a.m. October 24, 2022, Council Chambers, lower-level City Hall, and virtually via WebEx

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: *Jason Conley*
Jason Conley, Acting Director of Parks and Recreation

**Agenda Sheet for City Council Meeting of:**

06/12/2023

Date Rec'd

5/31/2023

Clerk's File #

ORD C36396

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS X6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - PROTECTION OF OPEN SPACES ORDINANCE

Agenda Wording

An ordinance relating to the regulation of illegal activities in public spaces, amending 12.06A.040 of the Spokane Municipal Code, and repealing Chapter 10.76 of the Spokane Municipal Code, and declaring an emergency.

Summary (Background)

This ordinance arises from an increase in unfavorable after-hour activities in city parks, including incidents of crime, violence, and drug use. Both versions raise the penalty for violation of park hours from a civil infraction to a misdemeanor.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BYRD, GIACOBBE

Study Session\Other

PSCH 6/5/2023

Division Director**Council Sponsor**

Beggs, Zappone

Finance**Distribution List****Legal**

cwright@spokanecity.org

For the Mayor

gbyrd@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	509-625-6210 / cwright@spokanecity.org
Council Sponsor(s)	CP Beggs, _____
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: TBD
Agenda Item Name	Amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and drug use in city parks
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance is an alternative to the draft sponsored by council members Stratton and Cathcart. Both versions are prompted by an increase in unfavorable after-hour activities in city parks, including incidents of crime, violence, and drug use. Both versions raise the penalty for violation of park hours from a civil infraction to a misdemeanor. Like the Stratton/Cathcart version, this version amends SMC 12.06A relating to park rules, but otherwise differs in three significant respects:</p> <p>Trespass. First, in the Stratton/Cathcart version, mere presence in a city park after hours constitutes criminal trespass, a misdemeanor. In this version, criminal trespass arises only when an individual disobeys an order to leave a city park issued by police or park personnel:</p> <p style="padding-left: 40px;">“Any person who refuses a lawful order by an authorized City employee directing them to leave a City park during the hours of closure or is found in a park during the hours of closure within thirty days of receiving a lawful order to leave commits unlawful trespass on City park property, which is punishable as a misdemeanor.”</p> <p>Drug Use in Parks. Second, this version deletes the current specific provisions in 12.06A.040.J relating drug and alcohol use in city parks and adds establishes a general prohibition based on state laws relating to public use and possession of illegal drug, which are made expressly applicable to city parks. It includes an additional penalty of exclusion from city parks for up to a year (which is already part of the park rules).</p> <p>Repeal SMC Blake Fix. Finally, this ordinance repeals the recently enacted SMC 10.76 which was the local fix to the <i>Blake</i> issue.</p> <p>Effective Date. The trespass section has an emergency clause tied to it, and would go into effect immediately with 5 affirmative votes. The emergency clause would go into effect immediately as to the park rule provisions. Likewise, the emergency clause would apply to the repeal of SMC 10.76 as well, but the repeal would be “suspended” until July 1, 2023 to prevent repeal of the local laws before the effective date of state law.</p>

Proposed Council Action	Amend the current city code, increasing the sanction to a misdemeanor offense, amending park rules to conform to state open drug use laws, repealing SMC 10.76 (Blake Fix).
<p>Fiscal Impact</p> <p>Total Cost: <u>NA</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: NA</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>This ordinance applies to all members of the public. The current law prohibits subjects from gathering at parks after hours and increases the penalty to a misdemeanor. There is a danger the increased classification might be enforced unevenly on people of color and marginalized members of the community.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>The police department tracks race, gender, and age demographics on any arrest. Additionally, the police department already tracks this information on any officer-initiated contact, regardless of any arrest occurring. There are significant means available to monitor officer conduct, the most notable is the use of body worn cameras. It will be important to follow up with SPD to evaluate how the new ordinance, as applied, impacts people of color and marginalized communities.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>It is hoped that after-hours, nefarious conduct in city parks will drop significantly with this ordinance. The department, parks and city council can judge success based upon the impact to the number and types of incidents occurring in parks during the hours of closure.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>The goal of the police department in achieving a change in the ordinance is to provide law enforcement with the necessary tool to maintain order in city parks and prevent any further loss of life on city owned property. The changes in this ordinance also revises SMC to conform with state law on public use and possession of drugs.</p>	

ORDINANCE NO. C36396

An ordinance relating to the regulation of illegal activities in public spaces, amending 12.06A.040 of the Spokane Municipal Code, and repealing Chapter 10.76 of the Spokane Municipal Code.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and state law does not permit officers to compel a detention for non-traffic civil infractions; and

WHEREAS, increasing the increasing the punishment for unlawful presence in a city park after hours to a misdemeanor offense allows law enforcement officers to investigate and, if necessary, compel detentions for this violation, in compliance with current state law; and

WHEREAS, requiring law enforcement or park personnel to order persons unlawfully present in a city park before citing such persons for trespassing prevents pretextual and uneven enforcement of park rules against persons not otherwise engaged in violent or dangerous behavior in a city park; and

WHEREAS, current state illicit drug possession laws that expire on June 30, 2023 set penalties as a misdemeanor and preempt the City's authority to impose a more severe penalty until that time; and

WHEREAS, seeking to close any gaps in current public use of illicit drug laws and establish enforcement from July 1, 2023 onwards with a penalty of gross misdemeanor unless and until the Washington State Legislature state enacted statewide drug possession laws, the city council adopted Ordinance C36386 on May 8, 2023, which established a new title 10.76 in the Spokane Municipal Code regulating the use and possession of illicit drugs in public places in the City of Spokane; and

WHEREAS, on May 16, 2023 the Washington State Legislature adopted SB 5536, a comprehensive bill that, among other provisions, revised state law with respect to possession and public use of illegal drugs, and preempting local law with respect to drug paraphernalia, and which becomes effective on July 1, 2023; and

WHEREAS, upon the effective date of SB 5536, the City's newly adopted ordinance C36386 will be inconsistent with state law relating to the public use and possession of illicit drugs; and

WHEREAS, related park rules concerning possession and use of drugs and alcohol likewise will be outdated and inconsistent with state laws relating to use of illegal drugs and substances in public spaces; and

WHEREAS, the City seeks to amend its ordinances regarding public use and possession of illegal drugs, including regulations embedded in park rules, to align with state law; and

WHEREAS, the City also seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding

a mountain bike on established paths and trails in natural/conservation/undeveloped areas.

3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

All persons using city parks and park property are held to state law regulations restricting the possession and use of alcohol and cannabis in public places as well as the prohibition on the possession and use of controlled substances, counterfeit substances and legend drugs in public places. Except as specifically authorized by the director of the parks department or his or her designee, these restrictions will be enforced in City parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

- ~~1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.~~
- ~~2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.~~
- ~~3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.)~~

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Parks and Park Property (~~and Facilities~~)

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.

4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
6. It shall be unlawful for a group of five or more persons to congregate in a City park other than Riverfront Park between the hours of eleven p.m. and four a.m., and it is unlawful for a group of five or more persons to congregate in Riverfront Park between the hours of twelve a.m. and four a.m. A violation of this section is punishable as a misdemeanor. This section expires on June 12, 2024 unless City Council upon receiving sufficient data justifying its extension enacts an ordinance extending it.
7. Any person who refuses a lawful order by an authorized City employee directing them to leave a City park during the hours of closure or is found in a park during the hours of closure within thirty days of receiving a lawful order to leave commits unlawful trespass on City park property, which is punishable as a misdemeanor.

K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. Chapter 10.76 of the Spokane Municipal Code is hereby repealed effective July 1, 2023.

Section 3. 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 4. 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

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

06/12/2023

Date Rec'd	6/9/2023
Clerk's File #	ORD C36399
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR X6715
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - ALIGNING CITY CODE WITH STATE LEGISLATION ON CONTROLLED SUBSTANCES

Agenda Wording

An ordinance relating to the regulation of illegal activities in public spaces, and repealing Chapter 10.76 of the Spokane Municipal Code.

Summary (Background)

This ordinance repeals the recently enacted SMC 10.76 so that SMC conforms to state law. The ordinance does not have an emergency clause. Instead, it expressly goes into effect on August 15, 2023 so as to coincide with the date when SB 5536 is fully in force.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head** BYRD, GIACOBBE**Division Director****Finance****Legal****For the Mayor****Council Notifications****Study Session\Other** N/A**Council Sponsor** CM Kinnear & CM Wilkerson**Distribution List**

gbyrd@spokanecity.org

cwright@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	509-625-6210 / cwright@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: TBD
Agenda Item Name	Repealing SMC 10.76 relating to public use and possession of illicit drugs to conform to SB 5536
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On May 8, 2023, the Council adopted C36386, titled “ Use and Possession of Controlled or Counterfeit Substances or Legend Drugs.” The ordinance was intended to ensure that enforceable, local prohibitions on public use and possession of illicit drugs in the event the Washington Legislature failed to adopt new statewide laws in response to the <i>Blake</i> court decision on July 1, 2023.</p> <p>On May 16 the Legislature adopted SB 5536, resulting in comprehensive scheme relating to regulation of public use and possession of illicit drugs, among other matters, that either preempts C36386 or otherwise renders it unnecessary. While key portions of SB5536 are slated to go into effect on July 1,2023, other parts of the bill, including the repeal of current state law regarding referral to treatment, do not go into effect until August 15, 20203.</p> <p>Repeal SMC Blake Fix. This ordinance repeals the recently enacted SMC 10.76 so that SMC conforms to state law.</p> <p>Effective Date. The ordinance does not have an emergency clause. Instead, it expressly goes into effect on August 15, 2023 so as to coincide with the date when SB 5536 is fully in force.</p>
Proposed Council Action	Adopt an ordinance to repeal SMC 10.76 effective August 15, 2023.
Fiscal Impact Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
N/A. This ordinance repeals local law to conform with state law.	

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 ordinance repeals SMC 10.76

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

N/A. This ordinance repeals SMC 10.76

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

This ordinance repeals SMC 10.76 so that local laws regarding public use and possession of illicit drugs conform to state law.

ORDINANCE NO. C36399

An ordinance relating to the regulation of illegal activities in public spaces, and repealing Chapter 10.76 of the Spokane Municipal Code.

WHEREAS, state illicit drug possession laws that set penalties for public use and possession of illicit drugs, among other matters, were set to expire July 1, 2023; and

WHEREAS, seeking to close any gaps in local laws regarding public use of illicit drug laws and establish enforcement from July 1, 2023 onwards, the city council adopted Ordinance C36386 on May 8, 2023, which established a new title 10.76 in the Spokane Municipal Code regulating the use and possession of illicit drugs in public places in the City of Spokane; and

WHEREAS, on May 16, 2023 the Washington State Legislature adopted SB 5536, a comprehensive bill that, among other provisions, revised state law with respect to possession and public use of illegal drugs, and preempting local law with respect to drug paraphernalia, and which becomes effective in part on July 1, 2023 and in part on August 15, 2023; and

WHEREAS, upon the effective date of SB 5536, the City's newly adopted ordinance C36386 will be inconsistent with state law relating to the public use and possession of illicit drugs; and

WHEREAS, the City seeks to amend its ordinances regarding public use and possession of illegal drugs to align with SB 5536 and state law; and

WHEREAS, to prevent any unintended gap in laws relating to public use and possession of illicit drugs in the City of Spokane, the Council deems it appropriate to repeal SMC 10.76 effective as of August 15, 2023; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 10.76 of the Spokane Municipal Code is hereby repealed effective August 15, 2023.

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. 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

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
06/12/2023

Date Rec'd	5/24/2023
Clerk's File #	ORD C36391
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK X6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	065- SHORT-TERM RENTAL CODE AMENDMENTS		

Agenda Wording
Code amendments to Chapter 17C.316 Short Term Rentals, and concurrent fee updates in Chapter 08 SMC.

Summary (Background)
Proposed amendments to short-term rental regulations aligned with strategies outlined in the Housing Action Plan and the City Council Implementation Plan. Proposal revises Chapter 17C.316; amends Sections 08.02.034, 08.02.066, 08.08.010; and adopts a new section 08.02.090. The proposed draft code has been developed to update permitting requirements in line with monitoring data to reflect the current utilization of this accessory land use.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	Study Session 3/14/23;
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs & CM Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sgardner@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		lgarcia@spokanecity.org	
		jrichman@spokanecity.org	
		tblack@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

abeck@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

ORDINANCE NO. C36391

AN ORDINANCE relating to the regulation of short-term rentals; amending Spokane Municipal Code (SMC) Sections 17C.316.010, 17C.316.020, 17C.316.030, 17C.316.040, 17C.316.050, 17C.316.060, and 17C.316.070; and setting an effective date.

WHEREAS, the short-term rental of a residential dwelling unit for fewer than thirty days is a permitted use in residential zones, but is not a currently permitted use in other non-residential zones of the Spokane Municipal Code; and

WHEREAS, the City's contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use; and

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, Housing Action Plan (HAP) Strategy B5 calls on the city to, "Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement;" and

WHEREAS, in adopting RES-2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of Housing Action Plan Strategy B.5, namely City Council HAP Implementation Plan Strategies 1.5; 2.6, and 2.7; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, the proposed regulations are intended to allow for an alternative form of lodging for visitors that prefer a more residential experience when staying in the City of Spokane; and

WHEREAS, the proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and other zoning districts; and

WHEREAS, the proposed regulations create a balanced system of permitting the short-term rental use in all zoning districts in proportion with their potential effect on surrounding properties and infrastructure, updating permit fees and taxes such that the Spokane Municipal Code is capturing the increased demand for this type of lodging, and tracking short-term rental units, permits, and renewals to ensure the health and safety of the public; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, on February 2, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, on April 24, 2023, a Notice of Intent to adopt and request for SEPA agency comments was issued for the draft code. The comment period ended on May 9, 2023; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023; and

WHEREAS, prior to the Plan Commission public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023 and the notice of the proposed amendment was distributed to the City's agency/interested party list and posted on the City's website at www.ShapingSpokaneHousing.com; and

WHEREAS, on May 10, 2023, the Spokane Plan Commission held a public hearing on the proposed amendment and heard testimony from the public, following which they voted to recommend the City Council adopt the proposed amendments; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the City of Spokane Plan Commission (Exhibit A) for the same purposes;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 17C.316.010 SMC is amended to read as follows:

Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 2. That Section 17C.316.020 SMC is amended to read as follows:

Section 17C.316.020 (~~(Description and)~~) Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are is rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.
1. ~~Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
 2. ~~Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures.~~
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short-term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

- ((2)) C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.
- ((3)) D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 3. That Section 17C.316.030 SMC is amended to read as follows:

Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use or as hotel/motel if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 4. That Section 17C.316.040 SMC is amended to read as follows:

Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones

- A. ((Use-related regulations.)) Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040 C below.)) A short-term rental is an administrative permit.

~~((2. — Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~

- ~~a. Single-Family Residence;~~
- ~~b. Attached house;~~
- ~~c. Duplex;~~
- ~~d. Apartments;~~
- ~~e. Condominiums; and~~
- ~~f. Accessory dwelling unit.~~
- ~~g. Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.

1. A short-term rental is allowed in a detached single-family residence or an attached house. A short-term rental is allowed in one or both units of a duplex.
2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

~~((B))~~ C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
 - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
 - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.
 - i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.

- ((2)) 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
- c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted));~~
 - d. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ((3)) 4. Number of ~~((overnight))~~ residents and guests. The total number of ~~((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom))~~ residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.))~~
- ~~5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
- ((6)) 5. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
- ((7)) 6. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).
- ~~((C.))~~ D. ((Type A Short Term Rental Permit)) Permit Required. The owner of a ~~((Type A))~~ short-term rental must obtain a permit ~~((from the Planning and Development Services Department)).~~ The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ~~((, and document that the required notification requirements have been met:))~~
- 1. Notification. ~~((The owner must:))~~
 - a. The owner or operator must ~~((Prepare))~~ prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
 - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
 - 2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
 - ~~((c. Proof of property insurance covering the property.))~~
 - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
 - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - ~~((f.))~~ e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ((Type A)) Short-Term Rental Permit. A ((Type A)) short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ((in chapter 4.04 SMC)) for failure to comply with the regulations of this chapter.
- 1. ~~((In addition a))~~ A permit may be revoked for activities on site ((including)) such as nuisances, littering, or public disturbance as listed under [Title 10 SMC](#) ((under Chapter 10.08 Offences Against Public Health Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).
 - 2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
 - 3. When a ((Type A)) short-term rental permit has been revoked, a new ((Type A)) short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.
- 1. The short-term rental permit must be active and approved prior to July 1, 2023.
 - 2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
 - 3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 5. That Section 17C.316.050 SMC is amended to read as follows:

Section 17C.316.050 ((Type-B)) Short-Term Rentals in Other Zones

- A. ~~((Use-related regulations.)) Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).~~
- ~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~
2. ~~Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single Family Residence;~~
 - ~~b. Attached house;~~
 - ~~c. Duplex;~~
 - ~~d. Apartments;~~
 - ~~e. Condominiums; and~~
 - ~~f. Accessory dwelling unit. Manufactured Homes))~~
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.
- 1. A short-term rental is allowed in a detached single-family residence or an attached house. A short-term rental is allowed in one or both units of a duplex.
 - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
 - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.

~~((B.))~~ C. Standards.

~~((1. — Maximum size. Maximum set through conditional use review.))~~

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:

a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted));~~

b. Meets current fire code requirements;

c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.

3. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.

~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hired service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~

~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~

~~6. Commercial meetings.~~

a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~

i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~

b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~

c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~

~~((7. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits. Structural~~

~~alterations may not be made that prevent the structure from being used as a residence in the future. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include installation of more than paving or required setbacks, and commercial-type exterior lighting.))~~

- ((8)) 4. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading.](#)
- ((9)) 5. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs.](#)

D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Required information for permit.

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
- b. A short-term rental application and permit fee established by [SMC 08.02.066.](#)
- c. A copy of the owner's current City of Spokane business license.
- d. A site plan and floor plan.
- f. A completed and notarized Life Safety Compliance form.

E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in Chapter 04.04 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

- 1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC.](#)
- 2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12-month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160.](#)
- 3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 6. That Section 17C.316.060 SMC is amended to read as follows:

Section 17C.316.060 Monitoring and Life Safety Review

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 7. That Section 17C.316.070 SMC is amended to read as follows:

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A.](#)))~~

((B.)) Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Shaping Spokane Housing: Housing Action Plan Code Changes Phase 2 for Short-term Rentals	
Staff Contact:	Amanda Beck, AICP Planner II (509) 625-6414 abeck@spokanecity.org	Donna deBit, AICP Senior Planner (509) 625-6637 ddebit@spokanecity.org
Report Date:	May 4, 2023	
Hearing Date:	May 10, 2023	
Recommendation:	Approval	

I. SUMMARY

These City-initiated text amendments are proposed to update the Spokane Municipal Code according to strategies outlined in the adopted Spokane Housing Action Plan and the City Council Implementation Plan. Proposed draft code would revise Chapter 17C.316, Short Term Rentals; amend Sections 08.02.034, Fire Code; 08.02.066, Zoning; and 08.08.010, Tax Levied; and adopt a new section 08.02.090, Short-term Rental License Fee. The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data to inform updates that reflect the current utilization of this accessory land use.

II. BACKGROUND

The 2021 Washington legislative session substantially amended the housing-related provisions of the Growth Management Act (GMA) through House Bill [HB 1220](#). Changes strengthened the GMA housing goal from “encourage the availability of affordable housing to all economic segments of the population” to “plan for and accommodate housing affordable to all economic segments of the population of this state.” The GMA housing goal still retains additional objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock.”

Approved in July 2021, the City adopted its [Housing Action Plan](#) (Res. 2021-0062) to guide implementation of policies within the Comprehensive Plan by identifying strategies to achieve our community’s housing needs and objectives. Spokane’s Housing Action Plan (HAP) identifies actions that the City and community partners can enact to encourage more housing options that create more homes for more people. The first phase of code changes acting on HAP strategies updated development requirements for accessory dwelling units, short plat notifications, and lot size transitions (Ords. C36224, C36225, and C36226). Continuing that work, city staff have drafted a comprehensive update of Chapter 17C.316 as well as related fees contained in Chapter 08 of the Spokane Municipal Code. The proposed changes are also guided by the City Council’s HAP [Implementation Plan](#).

This staff reports reviews the proposed code revisions for Phase 2 of the Housing Action Plan code amendments started in 2021. The code changes specifically align with the below noted HAP strategy about short-term rentals, and the City Council implementation actions.

- Housing Action Plan Strategy A3, “Continue to streamline and simplify changes to the City’s permit process, as necessary.”
- Housing Action Plan Strategy B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”
- City Council Implementation Plan Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- City Council Implementation Plan Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- City Council Implementation Plan Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

III. PROCESS

DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City’s Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

ROLE OF THE CITY PLAN COMMISSION

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

ROLE OF CITY COUNCIL

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission’s recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

COMMUNITY ENGAGEMENT

As a follow-up to the Housing Action Plan (HAP), engagement efforts for Shaping Spokane Housing have built upon the extensive community outreach conducted for the HAP. Emphasis was placed on reaching existing permit holders, development stakeholders, and tourism stakeholders such as the Spokane Hotel and Motel Association. Outreach included an in-person and virtual open house, project webpage, and inclusion in the Shaping Spokane Housing newsletter that is delivered to over 350 stakeholders. A summary of engagement and outreach activities can be found in **Exhibit C**.

Below is a list of the major outreach and engagement activities held for short-term rentals under the Shaping Spokane Housing project:

- “[Next Steps for Housing Action Plan Implementation](#)” blog published on November 11, 2021
- Project webpage, <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>, has been kept up to date with information about Plan Commission workshops, project progress, and public hearings.
- Presentation at the Land Use Subcommittee on November 18, 2021;
- Tabling at the Winter Market on December 15 and 22, 2021;
- Presentation at Community Assembly on January 6, 2022;
- Presentation to the Lincoln Heights Neighborhood Council on January 18, 2022;
- Virtual open houses on January 25 and 27, 2022;
- Presentation at the Land Use Subcommittee on February 17, 2022, and April 21, 2022;
- Presentation to the West Hills Neighborhood Council on April 12, 2022;
- Presentation to the University District Public Development Authority on April 12, 2022;
- Tabling at the Spring Market on April 6, 13, 20, and 27, 2022;
- In-person open house on April 11 and a virtual open house on April 13, 2023;
- Inclusion in the Community Assembly agenda packet for June 1, 2023;
- [Educational videos](#) shared in the City’s Community Update e-newsletter, on official City social media channels, and available on project webpage; and
- Updates in the Shaping Spokane Housing newsletter, sent to over 350 stakeholders.

The planning team has provided updates on the proposed code changes to elected and appointed officials, as well as to staff from other City departments and interested agencies.

- Regular meetings with Development Services Center staff to review proposed code language and potential implementation considerations, including the Fire Marshall and Building Official;
- Plan Commission workshop presentations on January 12, 2022; February 22, 2023; and April 26, 2023; and
- City Council study sessions on February 10 and May 5, 2022; and March 16, 2023.

PUBLIC NOTIFICATION AND SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance. Noted below are the public noticing activities:

- Notice of Intent to Adopt submitted to the Department of Commerce (March 2, 2023)
- Notice of Intent to Adopt pursuant to 17G.025.010 SMC, which included the SEPA Checklist, emailed to City departments, Local, County, Tribal, and State contacts (April 24, 2023)
- SEPA Determination of Non-significance (DNS) issued (April 24, 2023), the comment period ended on May 9, 2023
- Notice of Public Hearing for the Plan Commission was published in the *Spokesman-Review* on April 26 and May 3, 2023.

COMMENTS RECEIVED

Written comments received by the planning department by 12:00 p.m. on May 3 are included in **Exhibit D**.

IV. ANALYSIS

PROPOSAL DESCRIPTION

These City-initiated text amendments are proposed to update regulation of short-term rentals, or vacation rentals, according to strategies outlined in the adopted Spokane [Housing Action Plan](#) and the City Council [Implementation Plan](#). The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data reflecting the current utilization of this accessory land use, and aiding in updating regulations.

This proposal will amend Spokane Municipal Code: Section 17C.316.010, Purpose; 17C.316.020, Description and Definitions; 17C.316.030, Where These Regulations Apply; 17C.316.040 Type A Short-Term Rentals; 17C.316.050 Type B Short-Term Rentals; 17C.316.060, Monitoring; and 17C.316.070, Pre-Established Bed and Breakfast Facilities.

Additional amendments are being made to inspection fees for annual life safety compliance, updating permitting fees to align with proposed updated regulation of STRs, a proposed per night license fee, and a code clean up to clarify that an existing lodging excise tax also applies to short-term rentals. Those Spokane Municipal Code Sections are 08.02.034, Fire Code; 08.02.066, Zoning; 08.08.010, Tax Levied; and adopting a new section 08.02.090, Short-term Rental License Fee.

See **Exhibit A** for the draft ordinance with strike-through text and proposed changes.

SHORT-TERM RENTALS

The Spokane Municipal Code defines a short-term rental (STR) as “where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days.” STRs are also defined with the 30-day limit in RCW 64.37.010. Currently, this accessory residential use is only permitted in residential zoning districts (RA, RSF, RTF, RMF, RHD).

Changes to chapter 17C.316 SMC respond to Strategies A3 and B5 of the Housing Action Plan, and the Strategies 1.5, 2.6, and 2.7. The changes proposed would:

- To improve permitting compliance, allow short-term rentals in all zoning districts where residential uses are permitted. This would create a path to compliance for the over 600 short-term rentals that are operating outside of current regulations.
- Differential between a property owner and a short-term rental operator.

- Recognize the potential difference in impacts to adjacent properties and therefore regulate STRs based on whether they are in a residential zone or any other zone, such as Downtown Core (DTC) or Community Business (CB).
- Only allow STRs in conforming residential or mixed-use buildings, and for the latter it must occupy the residential units within a mixed-use building.
- Propose a unit cap:
 - An accessory dwelling unit counts towards the maximum unit allowance on a lot.
 - For residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 20 percent of total units being allowed as short-term rentals.
 - For non-residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 30 percent of total units being allowed as short-term rentals.
- For structures that are fire sprinklered, or not required to by Building or Fire Code, they will no longer be required to complete the Change of Use process. Any permit wishing to go beyond the 30 percent cap in non-residential zones would be required to complete the Change of Use process to ensure life and safety of all occupants of the structure.
- For active permit holders, they will be allowed to continue their short-term rental permit as a grandfathered use. Any lapse of the permit, or an attempt to expand beyond the units or size approved in the permit will not be allowed.
- A notarized Life Safety Compliance form will be required to show egress and safety requirements.
- Annual inspections will be required for renewal.

PERMITTING AND INSPECTION FEES

To ensure that residents and guests are able to enjoy a safe visit while in the City, a requirement to complete an annual fire safety inspection is proposed. The fire inspectors will evaluate structures for compliance with both Building and Fire Code requirements, such as working smoke detectors, appropriate egress, and possible exiting hazards. To cover the staff costs of these additional inspections completed by the City's fire inspectors, the Fire Department would charge an inspection fee of \$105 per hour.

Also, to match the proposed changes of short-term rentals in residential zones versus non-residential zones, the permit fees in Section 08.02.066 have been modified from the Type A permit of \$150 and a \$100 annual renewal, to a residential STR permit of \$200 and the existing renewal fee. Type B STR permits, which functioned as sort of bed and breakfasts in what uses were allowed, are a Type III Conditional Use Permit and cost \$4,590 for the permit with a \$100 annual renewal fee. To mirror new language of vacation rentals in non-residential zones, this section has been amended to a permit fee of \$300 and maintains the \$100 renewal fee.

Acknowledging the continuing housing crisis, and the growing body of research that shows the correlation of increased short-term rental units and increases in both house and rental prices and a decrease in housing supply, staff have proposed a per night fee to offset the effect short-term rentals have on the City's legitimate interest in ensuring there is enough housing within city boundaries. As taxing authority is limited by the Legislature, a \$2.00 per night license fee to be collected by the vacation rental platform, and then reported and remitted to the Department of Revenue is being proposed. Vacation rental platforms that operate in the State of Washington are required to be licensed and registered to do business within the state, and the Department of Revenue already manages and disperses the lodging tax that vacation rental platforms are required to collect as well.

While not a fee, staff have completed a related code clean up in Section 08.08.010, Tax Levied, to clarify that the transient accommodations excise tax also applies to short-term rentals meeting the applicable requirements. Per RCW 67.28.181, the City may levy that tax so long as the total excise tax imposed is limited to 2 percent, or not greater than 12 percent when combined with all other taxes.

Applicable taxes paid for short-term rental uses include a 9 percent lodging tax for a lodging business that has less than 40 lodging units, and the 2 percent excise tax. Clarifying that short-term rentals are subject to that excise tax helps to ensure that competition from short-term rentals does not negatively impact the hotels and motels in the city, which pay separate lodging taxes of 8.8 percent, a special hotel/motel and convention and trade center tax of 3.3 percent, and the \$4 per unit per night assessment under the Tourism Promotion Area agreement between the County and the City.

Code language relating to taxes and fees will not be considered by Plan Commission. Information on the taxes and fees relating to the proposed update is included for informational purposes and is subject to change prior to Council action.

The proposed fee changes encompass:

- Annual inspections will be conducted by fire inspectors, similar to other inspections completed for permits issued by the Development Services Center.
- To ensure the Fire Department's budget is made whole given additional inspections being required, the existing fire inspection fee of \$105 per hour will also be charged for short-term rental inspections.
- Update short-term rental permit fees:
 - Type A becomes STRs in residential zones;
Currently a \$150 permit and \$100 renewal, proposed to be \$200 permit and \$100 renewal.
 - Type B becomes STRs in non-residential zones
Currently a Type III Conditional Use Permit costing \$4,590 and a \$100 renewal, proposed to be reduced to a \$300 permit and \$100 renewal.
- Vacation rental platforms will be required to collect a \$2.00 per night license fee for all short-term rental units within the City of Spokane, and then remit these fees on a quarterly basis to the Department of Revenue. This would be in addition to the lodging tax already imposed on short-term rentals.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following each criteria. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Plan discussion points, are contained in **Exhibit F**.

17G.025.010(G) APPROVAL CRITERIA

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.

Neighborhood Goal N 1 – The Downtown Neighborhood. *Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Staff Analysis: Vacation rental platform monitoring by the City's contracted consultant, Granicus, has provided data that clearly shows a predominance of short-term rentals available for booking in the downtown (see **Exhibit E**). The proposed changes of where short-term rentals are permitted aligns the municipal code with the actual usage occurring, while also supporting the variety of choices visitors have for accommodations when visiting the City. Creating a path to compliance for those units operating in downtown ensures visitor safety, a variety of accommodations, and generates permit fees to pay for increased monitoring and compliance from city staff. The proposed code changes support the downtown as the primary economic and cultural center of the region. Allowing short-term rental units in downtown helps to provide the downtown area with a market support base for its retail, services, restaurants, and entertainment venues.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Staff Analysis: Increasing the number of people in the downtown area provides the necessary number of patrons to maintain a healthy business climate, thereby increases the tax base and making more funds available for the provision of public facilities and services. More people in downtown also increase street level activity and can lessen crime by having more "eyes-on-the-street." Feedback from the development community has indicated that some area developers wish to utilize short-term rentals as a mechanism to finance projects, either as a revenue stream to repay construction loans, or as a revenue stream that can allow them to subsidize long-term market rate units within the same project. While they do have an impact on the long-term housing supply, short-term rentals can also help support infill investments in the downtown to encourage more housing, and therefore more people, and create a more vibrant regional center.

Housing Goal H 1 – Housing Choice and Diversity. *Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

Staff Analysis: The values of the Housing chapter are grounded around maintaining affordable housing, developing a good mix of housing types, encouraging housing for low-income residents, and preserving existing housing. Proposed short-term rental code changes recognize that staff have heard anecdotal evidence of property owners not renewing long-term leases in favor of making more money from short-term rentals, and as such a unit cap has been built into the proposed changes. By limiting the number of short-term rentals that are permitted in residential zones, the proposed code changes attempt to limit the impact of this accessory land use on the long-term housing supply for current and future residents. To limit potential impacts to surrounding residential properties, the proposed code allows short-term rentals in other zoning districts, such

as the Downtown Core, where the intensity of development and activities more easily absorbs more people or a shorter turnover of stays. The changes to how STRs are regulated clarifies the intent that the use is allowed, but is meant to be accessory in nature and not therefore the predominant use in the City's numerous neighborhoods.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.

Staff Analysis: The foundation of the goals and policies within the Comprehensive Plan were developed with the public's input during the Spokane Horizons public participation process began in 1995, to ultimately shape the 2001 version of the document. While vacation rentals were a use at this time, they had not spread beyond early adoption, and so this type of accessory land use was not one the Comprehensive Plan contemplated. While there are differences between a single-room occupancy structure and a short-term rental, they do share the crucial feature of short stays and for a different price point than a traditional hotel or motel. Because of the transient element to both single-room occupancies and short-term rentals, they do share some overlap. As discussed above, the development community has indicated that the ability to utilize some short-term rental units to finance infill development of housing or mixed-use buildings balances the impact this accessory use has on long-term housing with the need to fund more housing.

2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

Staff Analysis: The proposed amendments closely follow guidance in State law, the Housing Action Plan, and the City Council HAP Implementation Plan. Changes to how and where short-term rentals are regulated will require that STRs are completing life and safety compliance forms, clarifies a process to ensure that residents or guests are staying in a safe structure, and as necessary structure improvements are required to comply with Building and Fire Code. These changes are consistent with the Comprehensive Plan and statutes protecting public health, safety, and the environment.

V. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

VI. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

VII. LIST OF EXHIBITS

- A. Proposed Draft Text
- B. SEPA Determination of Non-Significance
- C. Public Participation Summary
- D. Public and Agency Comments
- E. Short-term Rental Location Map
- F. Related Comprehensive Plan Goals and Policies

**Spokane Municipal Code Title 17C.316 Short Term Rentals
DRAFT TEXT**

SHORT-TERM RENTALS

Section 17C.316.010 Purpose 2
Section 17C.316.020 ((Description and)) Definitions..... 2
Section 17C.316.030 Where These Regulations Apply 3
Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones..... 3
Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones 8
Section 17C.316.060 Monitoring and Life Safety Review..... 11
Section 17C.316.070 Pre-Established Bed and Breakfast Facilities..... 11

Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are ~~is~~ rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. ~~There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.~~
- ~~1. Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
 - ~~2. Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to [Chapter 17G.060 Land Use Application Procedures](#).~~
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.
- ~~((2))~~ C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.

- ~~((3))~~ D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use ~~or as hotel/motel~~ if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ~~((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040-C below.))~~ A short-term rental is an administrative permit.
- ~~((2. Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single-Family Residence;~~
 - ~~b. Attached house;~~

- ~~c. Duplex;~~
 - ~~d. Apartments;~~
 - ~~e. Condominiums; and~~
 - ~~f. Accessory dwelling unit.~~
 - ~~g. Manufactured Homes))~~
2. No commercial meetings are permitted to be held in conjunction with use of a short-term rental.
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.
- 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
 - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
 - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B))~~ C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.
- 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
 - 2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
 - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
 - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.

- i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.
- ~~((2))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ((at the time it was created or converted));
 - d. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3))~~ 4. Number of ((overnight)) residents and guests. The total number of ((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom)) of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4))~~ 5. ((Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.)) Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.
- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
 - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of additional on-site parking, commercial-type exterior lighting, and signage.
- ~~((5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
6. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
7. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).
- ~~((C.))~~ D. ((Type A Short Term Rental Permit)) Permit Required. The owner of a ((Type A)) short-term rental must obtain a permit ((from the Planning and Development Services Department)). The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ((, and document that the required notification requirements have been met:))
1. Notification. ((The owner must:))

- a. The owner or operator must ((Prepare)) prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
 - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
 - ~~((c. Proof of property insurance covering the property.))~~
 - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
 - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - ~~((f.))~~ e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
 1. ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health_Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).~~
 2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
 3. When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones

A. ~~((Use related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~

~~2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~

~~a. Single Family Residence;~~

~~b. Attached house;~~

~~c. Duplex;~~

~~d. Apartments;~~

~~e. Condominiums; and~~

~~f. Accessory dwelling unit. Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.

1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:

a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.

b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.

~~((B.))~~ C. Standards.

~~((1. Maximum size. Maximum set through conditional use review.))~~

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Accessory dwelling units. A short-term rental use may be established on a lot with an accessory dwelling unit and owner occupancy is not required.
- ~~((2-))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;
 - b. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3-))~~ 4. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hiring service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~
- ~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~
- ~~6—Commercial meetings.~~
- a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~
 - i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~
 - b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~
 - c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~
- ~~((7))~~ 4. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 17C.316.060 Monitoring and Life Safety Review

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

- ~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A](#).)~~
- ~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

Spokane Municipal Code Chapter 08.02 Fees and Charges
DRAFT TEXT

INSPECTION AND PERMITTING FEES

Section 08.02.034 Fire Code	13
Section 08.02.066 Zoning	17
Section 08.02.090 Short-term Rental License Fee	18

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
<p>For valuations of \$500,001 and over, fees are calculated as follows:</p> <p>Permit Fee: Valuation multiplied by 0.0165</p> <p>Plan Check Fee: 65% of permit fee.</p>		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,

- f. spray booths, and
- 2. Nineteen dollars for private fire hydrants.
- D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A	0 – 1,500	\$44
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	\$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	

K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.

- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – ~~((Type A))~~ In residential zones: ((One)) Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 08.02.090 Short-term Rental License Fee

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$2.00 per night booked through the Platform.

- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

**Spokane Municipal Code Chapter 08.08 Lodging Tax
DRAFT TEXT**

LODGING EXCISE TAX

Section 08.08.010 Tax Levied 20

Section 08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Housing Action Plan Code Changes Phase 2 – Short-term Rentals

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL:

Continuing the series of City initiated development code amendments to the Unified Development Code (UDC) under the [Shaping Spokane Housing](#) program, city staff have prepared a new draft code amendment that updates Chapter 17C.316, Short-term Rentals. Given that for sale and for rent housing units have been constrained locally for the past several years, the proposed code amendment takes action on the following Housing Action Plan strategy:

- B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”

As well as the following City Council HAP Implementation Plan strategies:

- Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

A concurrent code amendment will increase inspection fees to cover annual fire inspections for life and safety purposes, as outlined in 08.02.034 SMC, as well as updating zoning permit fees in 08.02.066. Clarification on excise tax collection will be added to Section 08.08.010, and a new Section 08.08.025, Short-term Rental Platform Fee, will be added with these amendments.

This proposal will amend Spokane Municipal Code (SMC): 17C.316.010, 17C.316.020; 17C.316.030; 17C.316.040; 17C.316.050; and 17C.316.060 to update regulations with the changing nature of short-term rental uses and to create a path to compliance for existing units operating without a permit. Concurrent amendments to fees will be made in Sections 08.02.034 and 08.02.066, as well as Section 08.08.010 and adding a new Section 08.08.025, Short-term Rental Platform Fee. The exact amendments to the code are available online at the following address: <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact

LEAD AGENCY: City of Spokane



DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 12:00 p.m. on May 9, 2023 if they are intended to alter the DNS.**

Responsible Official: Spencer Gardner **Position/Title:** Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

Date Issued: April 24, 2023 **Signature:**  _____

Date	Name/Event
11/18/2021	Land Use Committee of the Community Assembly
12/12/2021	Plan Commission workshop
12/17 & 12/22/2021	Winter Market at Riverfront Park (approximately 120 visitors)
1/6/2022	Community Assembly
1/18/2022	Lincoln Heights Neighborhood Council
1/25 & 1/27/2022	Virtual Open Houses (respectively, 29 and 35 participants)
2/10/2022	City Council study session
2/17/2022	Land Use Committee of the Community Assembly
4/6, 4/13, 4/20, 4/27/2022	Spring Market at Riverfront Park (approximately 190 visitors)
4/12/2022	University District Public Development Authority
4/12/2022	West Hills Neighborhood Council
4/21/2022	Land Use Committee of the Community Assembly
5/05/2022	City Council study session
2/22/2023	Plan Commission workshop
3/16/2023	City Council study session
4/11 & 4/13/2023	In-person and Virtual Open Houses (approximately 7 participants)
4/26/2023	Plan Commission workshop
6/1/2023	Community Assembly agenda packet inclusion

Substantive Public Comments Received as of 05/03/2023

	Date	Name	Topic(s)	Page
1	1/14/2022	Todd Sullivan	ADU size, ADU parking, Short-term rentals	2
2	2/18/2022	Toni Sharkey	SEPA, Short-term rentals, Duplexes, Attached Homes	3
3	2/22/2022	Craig Hunt	Short-term rentals (STR)	9
4	4/6/2022	John Schram	Short-term rentals, Duplexes, Attached Homes	10
5	4/21/2022	Will Maupin	Code changes for housing	11
6	4/22/2022	Gene Brake	ADU, STR, Duplex	13
7	5/12/2022	Joan Hunt	STR, Other	15
8	4/3/2023	Karen Riley	STR	28
9	4/10/2023	Liza Mattana	STR and Fees	30
10	4/24/2023	Yolanda Herr	STR, Other	32
11	5/3/2023	Randy Abrahamson	STR	34

Beck, Amanda

From: Planning Services Development Code
Sent: Friday, January 21, 2022 3:45 PM
To: Todd Sullivan
Subject: RE: ADU Comments from a Home Builder

Hi Todd,

Thank you for providing public comment concerning the proposed revisions to ADU regulations. This is now part of the public record for the project, and will be shared with the Plan Commission at the public hearing. We really appreciate your insightful and informed comments- in our research we've noticed that trend to increase the size for an ADU.

We are still exploring the range of code alternatives for accessory dwelling units. Plan Commission has another workshop to discuss this as well as duplexes, attached homes, and lot size transitions at their January 26th meeting that begins at 2:00 pm. If you're able or interested in attending, [the agenda](#) has the Webex login information. If not, it will be uploaded to the City's [Vimeo](#) soon after the meeting.

Thank you,
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
 509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Todd Sullivan <toddsull@live.com>
Sent: Friday, January 14, 2022 9:19 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: ADU Comments from a Home Builder

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a home builder in the Spokane, Coeur d'Alene and Hayden region, we have been designing proposed ADU's in the Kootenai County for the last 2 years.

My recommendations that stem from my experience in Kootenai is as follows:

- Increase ADU size to 1,000. This provides an ADU with 2 bedrooms and 1 bathroom. Our typical ADU design will have on bedroom acting as an office.
- Require the ADU to match the primary home roof system. This will minimize chaotic design and integrate better with the property and neighborhood. If not, you will have shed roof ADU's as it's cheap to build and the result will be sheds in the backyard.
 - Drive around Coeur d'Alene and look at all the ADU's that are negatively impact the aesthetics of the neighborhood.
- Require 1 parking spot on the property. This is important as the ADU will likely become a rental or unit for family. Parking on-street creates havoc and congestion.
- Short term rentals are an issue. Coeur d'Alene has numerous ADU's for the AirBnB market. In the summer, it becomes hectic with parties, crowds, etc. The owners use the ADU's as additional revenue sources. An ADU

within walking distance to the lake can produce \$75,000 plus in revenue per year if properly managed. I don't have an opinion if that should be a factor, but it's important to understand.

If interested, I'm always available for comment and discussion.

Thanks,
Todd Sullivan
Sullivan Homes
(208) 755-1017
todd@sullivanhomespnw.com

Sent from [Mail](#) for Windows

Gwinn, Nathan

From: Gwinn, Nathan
Sent: Tuesday, February 22, 2022 4:59 PM
To: 'Antonia DePasquale'
Subject: RE: Housing Ordinance

Good afternoon Toni,

Thanks for your comments. I will combine this with the others and add to the record for the file.

Yes, the Council could ultimately choose to adopt all or part of the amendments. Yes, please send the link.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>
Sent: Friday, February 18, 2022 8:56 PM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Subject: Re: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good evening Nate, I was trying to be more supportive and open minded about the ordinance last night. The city of Spokane SEPA notifications are so transparent to the citizens, it is refreshing. In the valley notifications are the size of a piece of paper or found in the newspaper, so there are a lot of folks upset that there are so many apartments that happen so quick there.

Short term rentals folks hate them and they hate him with a passion, well 80% do, the 10-20% that are making a cash love them.

Is that piece of the ordinance to get a little more accountability, so we can do a moratorium or a reduction? At Friday Harbor (is where we are at right now ;-) there's a moratorium on them and they have to give a pretty high percentage to the San Juan Island Land Trust.

So when Council votes, can they vote on certain pieces of the ordinance? Because there are some pieces that I do support, having more housing opportunities for home ownership. And the parking in back I like! Less curb cuts so we can add more trees & green, I like!

I printed this out a couple months back, you may want to change the language highlighted, it makes it seem like duplexes are only rentals.

Making sure that you're in the know about the legislation Andy Billig is working on about developing on undeveloped space? If not, I can send you a link? We could add 40,000 residents to our downtown if there were more developments: high rise condo, retail, apartments, townhomes penthouse OK too!

Nov. 10, and joint Study Session with City Council on Thursday, Nov. 11.

The Housing Action Plan identified potential first steps necessary to address housing affordability. Following any code revisions, **residents could see new types of housing in their neighborhoods**. For example, one recommendation that could be included is the introduction of small-scale duplex development in areas where single-family houses are more common. A duplex is a building that contains primary homes for two families living independently on a single lot. **Additional duplex development would give renters more housing options, increasing overall supply in the community.** However, in allowing additional duplex development as part of this first phase of code changes, design standards and neighborhood compatibility will be taken into consideration.

In many established neighborhoods, the City expects little physical change on any given block. But on a larger scale and in growing neighborhoods, **the ability for additional owners or developers to choose to build duplexes, accessory dwelling units, and attached housing is part of a coordinated strategy to provide greater relief and economic opportunity** to residents facing

Sent from my iPhone

On Feb 9, 2022, at 1:47 PM, Gwinn, Nathan <ngwinn@spokanecity.org> wrote:

Good afternoon Toni,

Thanks for your message. I will add it to the public record for the file.

To respond to the question you asked about encouraging ownership, yes, the proposals are designed to work to provide more options for all incomes and both homeownership and rental tenancies. For example, the attached housing (townhouse) proposals involve the possibility of separate fee-simple ownership. Allowing more than two attached houses with a common wall, and potentially smaller attached houses, could be introduced together with the changes to allow duplexes in additional locations, advancing more ownership options for that kind of housing in all neighborhoods.

I am also looking forward to the discussion at the Land Use Committee next week.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>

Sent: Sunday, February 6, 2022 2:43 PM

To: Gunderson, Dean <dgunderson@spokanecity.org>; Gwinn, Nathan <ngwinn@spokanecity.org>; Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Greg Francis <gfrancis1965@yahoo.com>; Robert Flowers <mr_mouse@comcast.net>; Tanya Starkel <tanya@avenuestonerealestate.com>

Subject: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Council Members, President and interested parties. I hope all had a nice weekend.

In meeting with RNC, members last week, I received a couple follow up e-mails. We have a few concerns about the new proposed housing and infill ordinance:

We all know we need housing, but home/condo/duplex Ownership (not just a rental market) is critical for any community to thrive and get ahead.

Nate, are there any pieces in the ordinance that encourage home ownership (not just rentals)? I also look forward to hearing about the Design Standards proposed at Land Use meeting next Thursday, thank you for coming.

Personally, I am not interested in an ordinance that makes a few rental market investors from Wall Street richer (see link) and I ask that my Council members and President look into this aspect as well, thank you.

<https://youtu.be/cOEZ2Csxxu8>

Thank you for listening,
Toni Sharkey

Sent from my iPhone

Beck, Amanda

From: Beck, Amanda
Sent: Thursday, February 24, 2022 1:22 PM
To: Craig Hunt
Subject: RE: support for short term rentals

Hi Craig,

Thanks for your interest in the short-term rental code amendment and the [Shaping Spokane Housing](#) project. I will include your support for the short-term rental code change in the public comment record, which will be shared with Plan Commission at the public hearing.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. So, we're trying to come up with some additional draft code options that might address these concerns, and the interaction of short-term rentals and accessory dwelling units. Once we have additional options we would take them back to Plan Commission for a workshop before the public hearing process.

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
509-625-6414 | *main* 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Craig Hunt <craigthunt@gmail.com>
Sent: Tuesday, February 22, 2022 2:36 PM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: support for short term rentals

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Amanda,

I'm wondering if you have any updates regarding the proposed allowance for short term rentals in "all" zones? I'm supportive of the proposed change to the code, which would allow short term rental in areas where residential use is already permitted.

Thanks for your time,
Craig Hunt

From: [John Schram](#)
To: [Planning Services Development Code](#)
Subject: Short term rental reedback
Date: Wednesday, April 6, 2022 11:34:12 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please eliminate all short term rentals in Spokane County. This will immediately free up hundreds of rental units for those that wish to make/keep Spokane their permanent home. Let's employ basic economic principles to increase supply and keep housing in the affordability range. There is already adequate space in our existing hotel inventory for visitors.

John Schram

From: [Planning Services Development Code](#)
To: "Will Maupin"
Subject: RE: Shaping Spokane Housing Update Comments
Date: Friday, April 22, 2022 9:37:00 AM

Hello Mr. Maupin,

Thanks for your comment. I will add it to the public record for the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is tentatively scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced.

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Will Maupin <willmaupin@gmail.com>
Sent: Thursday, April 21, 2022 12:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing Update Comments

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, thank you for updating me on the updates to the city's approach to the housing crisis. What I see from the city is an approach. It's nothing close to a solution.

According to a report on KXLY last night, the average home price in Spokane County increased by \$30k over the past month. ONE MONTH. A friend bought a house on the lower south hill in 2018 for \$220k. Zillow estimates it could go for \$428k today. If \$220k was his max budget today, there are two homes currently listed in Spokane he could afford. Two.

This is a crisis. People who have lived in Spokane for most of their lives, who grew up here, can't afford to live here anymore. I had to re-sign my apartment lease this spring, and my rent increased by 50%. There is an old, cheap motel on 3rd that has been converted to studio apartments leasing for \$1,200+. If you earn the median income for the county, those apartments would take more than 30% of your total income. Respectfully, you can't continue farting around with phase 1.

The longer the city fails to accept this, the worse it will get. Look at the fringes of the city limits now, where development regulations are more lax. What's being built there? Totally unsustainable, completely car-dependent developments that look like the "multifamily housing midsize apartment building" on the graphic in the update, and that's well outside of phase 1.

Those won't even solve the problem, and on top of the help they do provide, they exacerbate other problems like traffic (have you tried getting around the Southgate neighborhood anytime between 2 and 6 p.m. lately?) and climate change. They're a two steps forward, one step back situation.

It's time for big and active change. In the update I saw the word "encourage" once, and it was about townhouses. The city is exploding, cost of living is skyrocketing, and the only thing you're going to "encourage" is a few more townhouses? You're going to "allow" duplexes in more zones? Cool. Go further. Encourage them, too. And then go further than that.

Change the comprehensive plan.

Make owning a surface parking lot in the city center (which looks like swiss cheese from all of those) less appealing than developing it into high density housing. "Encourage" high density urban housing.

Apply the principles of Vancouverism to the Centers and Corridors plan, and expand the plan. Then "encourage" it. In recent years we've seen buildings demolished on the Ruby/Division couplet and be replaced with things like a Panda Express and a sprawling gas station. Encourage density in places like that to the point it would be financially stupid for a developer to build one story nonsense.

Expand where airbnbs are allowed? Ban them all together.

I know there is more red tape and more bureaucratic hurdles to this process than I could ever understand. So I appreciate the fact that this process is underway at all. But I'm frustrated. I grew up here, I've spent almost my entire adult life here, and I can barely afford to stay. I have a good job, and earn good money. Two years ago, before the pandemic hit and this all blew up, I could've bought a good house in a nice neighborhood. The homes I looked at then are being listed now for literally hundreds of thousands of dollars more than they were just two short years ago. Spokane used to lose so many of its best people to bigger, more vibrant cities. Now it's going to start losing those who stayed to places they can afford, like the Tri-Cities or somewhere awful.

Thank you for your work, and know it is appreciated. But please, we need to go so much further.

- Will Maupin

From: [Planning Services Development Code](#)
To: [Gene Brake](#)
Subject: RE: Shaping Spokane Housing
Date: Tuesday, April 26, 2022 2:48:00 PM

Hi Gene,

Thanks for your comment. I will add it to the public record for all of the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced, and I have added the genebrake.re@gmail.com address to the contact list for notice of future opportunities.

Sincerely,

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Gene Brake <genebrake.re@gmail.com>
Sent: Friday, April 22, 2022 10:34 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I do not support several parts of Phase 1 of the Housing Action Plan. I oppose and will actively work against any effort to expand Short Term Rentals, allow ADUs without the owner occupancy requirement and include duplexes in all Residential zones unless there are some limitations.

All three of these proposals will negatively impact housing availability, promote additional escalating home prices and negatively impact neighborhoods by encouraging out of area investors.

All of these will exacerbate the housing shortage and lead to net loss of affordable housing and more homeless neighbors.

Thank you,
Gene Brake
www.genebrake.com

www.corbinpark.net

509-981-5555



601 W 1st Ave, Ste 1400
Spokane, WA 99201

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Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 12:44 PM
To: Beck, Amanda
Subject: Re: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks so much, Amanda.

I'm more than willing to contribute anything more if I can; I know this is challenging and efforts are being made to try to address many needs and concerns at once.

I have genuine concern that statements such as those made by Lori Kinnear and Breann Beggs in the recent Inlander article contribute to the public's perception that short term housing use is negatively impacting the local housing supply. Especially "affordable" housing, which is a topic that is in itself complex and I would venture to guess, most of the public does not understand in it's true definition as outlined by HUD.

I am also very concerned that our leadership seems ill-informed as well, and I am writing to Council President Beggs and Members Kinnear and Wilkerson, who are in my district, in an effort to provide my perspective as a small business and rental property owner.

Thank you for your work; I appreciate it as well as your communication.

Sincerely,
Joan

On Thu, May 12, 2022 at 12:29 PM Beck, Amanda <abeck@spokanecity.org> wrote:

Hi Joan,

Thank you for providing public comment in support of short-term rental code changes under the [Shaping Spokane Housing](#) project. These comments have been added to the public record, and will be included with the staff report to Plan Commission when a public hearing is scheduled.

You very thoughtfully lay out the complications of being a community landlord, and how the Covid pandemic impacted our housing market the past two years. We appreciate your perspective on this issue as we haven't heard as much on this topic from landlords.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. The City is working to come up with additional draft code options that might address these concerns. Once we have additional options we would take them back to

Plan Commission to workshop the language before the public hearing process. To help inform the workshop, we'll include comments received to date about short-term rentals to aid the Plan Commission in discussion on additional language.

Thanks for your investment and time as a landlord in Spokane.

Thank you,

Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 9:39 AM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, Amanda.

We are writing as property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing can occur or is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill. We also co-own one short term condo unit in a residential area. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. We are neither a solution to homelessness nor a threat to hotels.

Over the last years of the pandemic, property owners, particularly those of us who are small business owners and have a single apartment building with fewer than 10 units, have been hit very hard with the burden of supporting our citizens who are renters by keeping them housed and preventing more homelessness. The state's more than 20-month long rent moratorium, along with the post-pandemic RCW's governing how we may manage our property have left many of us with increased debt, damaged property, lost revenue, legal debt, and now, post-moratorium, the costs of repairing damaged units, or simply doing deferred maintenance on our property during a very high inflationary period. (This, of course, is one reason rents have gone up again...our cost of business has gone up as well.)

Allowing short term housing in a building such as ours that is currently zoned Commercial/RO, would have zero negative impact on our neighborhood, where the bulk of other buildings are also residential units (including one large SNAP apartment building across the street) and allow us to create even more positive impact. Unlike long-term rentals, short term housing allows us to better maintain our property, monitor the use and safety of our units, keep safety risks and damage to a minimum, and actually improve the surrounding neighborhood. We know what it takes to run our business and we feel we should have the ability to decide if short term units would help us, and how many we would need to incorporate in our building to gain that benefit.

Long term residential property management always has challenges, but became particularly difficult during the pandemic. 2 of 8 units in our building housed tenants who stopped paying rent, didn't apply for rent relief, damaged our property, and posed safety risks to others in the building and the construction workers employed on a building renovation next to our property. However, because of the prevailing state moratorium, we could not get an attorney to take our case in order to evict these tenants and even if we could have retained someone, we were told the timeline for the process would be very costly and take about 6 months if they were successful. (These were not frivolous cases; in one case, a gun was fired on two occasions on the property, and in the other, a worker was physically assaulted by our tenant, charges were pressed, and the police took the tenant to jail.) We lost other tenants in our building because of these 2 people, and when we finally were able to get the difficult tenants to vacate, we found thousands of dollars in damage in their units. (Including one broken brand new window; because of supply shortages, we had to wait 3 months just to receive the glass to repair it, which of course meant we had more lost revenue with an empty unit.) We were unable to recover any of the lost rent because the tenants moved, so we didn't qualify for any programs that were available for rent recovery. **This is just one story, but there are many like this from other owners as well.**

Short term housing can be a way for us to supplement our income to support our properties. I am not talking about drastically increasing our monthly personal income from this, I am speaking about the need for income to simply maintain and pay our bills in order to hold on to our property. Yes, down the road we hope this increased income will become a retirement income, but still very modest by many standards. But what crime is in that - that is, to be responsible for one's own future by maintaining a small, high-quality business?

The State and City continually characterize the disease of homelessness as one that residential rental property owners somehow are responsible for curing, and now the City Council is apparently getting lots of input from those who advocate for the unhoused that changing short term rules will create even more problems, and that it shouldn't be allowed or at least should be heavily restricted or taxed even more. Selecting an arbitrary number of allowed short-term rental units in a building, or increasing fees to implement short term housing in the same, suggests that those making the rules have any idea of the economics of owning and managing a property. The intent of the State, and now our City Council, to lay the burden of homelessness at our feet is unconscionable. This problem has been around and growing since the financial crisis of 2008. Even though Spokane offers an incredible number of support options for homeless individuals, the fact that the City hasn't, even with all the non-profits, been able to come up with viable, LONG-TERM solutions to this issue, is no reason to turn to small property owners to take this burden from them. And it is farce to believe that the problem simply stems from a lack of housing. Restricting short term rentals, and increasing costs for property owners who choose this option is NOT the solution to this complex problem. Recognition is never given to the positive advantages that good quality, long and short-term housing provides in our area.

As small business owners with rental property, we create local jobs. We hire local, independent cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also co-own one short term condo rental unit in a residential area, and we do the same for that business. And in all this, we also pay our utility bills, our mortgages, our property taxes and for the short term rental, our city lodging and business taxes. Anyone who thinks that small business owners are lining their pockets with this work, has either

never had the opportunity to talk with an owner or do this work themselves. I also challenge anyone to suggest that we tell grocery store owners, lawyers, retailers, restaurant owners or other small business owners that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing and legal representation, and therefore these business owners must take on the weight of this problem.

The need for shorter term housing is real; traveling professionals doing contract work, entertainers who come to present the Best of Broadway series, families going through divorce needing housing, persons traveling to Spokane for medical care or visiting loved ones in the hospital, small groups or families traveling together, and travelers coming to spend money on tourism activities in our city are just some examples of people who want and need housing options. Hotels do not provide for the needs of every group. **And for what it may be worth, the taxes short term operators pay to the City are not insignificant.** It is not easy work, but it is satisfying to provide quality housing, to represent our city well, and improve our neighborhoods by our investment in them. We are not the terrible people we are often made out to be in news stories, nor are we mega landlords or absentee owners. (However, many local owners who were forced to sell their small rental properties during the pandemic, did indeed sell to cash investors from out of town...another sad loss created by the State, by legally binding property owners to subsidize non-paying tenants while offering no immediate balance of relief to owners, resulting in property owners who could not pay their bills being forced to sell.)

So often, property owners are cast as terrible "landlords" or "slum lords" while the homeless are cast as victims who have only come to their sad fate through no fault of their own; this is unfair to both groups, as both are diverse groups of individuals with varied needs and desires. This "good people, bad people" dynamic is simply an old trope that doesn't stand up and it is frustrating to read newspaper stories that represent such simplistic images. Of course it sells papers and makes the City look good to continue to engage in these myths (the latest story in [The Inlander](#) and quotes by Council President Beggs and Council Member Lori Kinnear are perfect examples). But the truth is that limiting short term housing, or increasing costs to those of us small owners who want to engage in it, is not a solution.

Obviously, we are in favor of expanding and modernizing the rules of short term housing. Please recognize that this method of housing is needed, it is a help to small business owners like we are, it supports investment in our local community, and it fills a need that does not exist in long term housing or hotels.

The changes brought into play by the pandemic have and will continue to shape the way people live, and it would benefit our community to recognize the larger narrative of how and why that is happening, in order to recognize the value and opportunity available in expanding short term housing options. This needs to happen concurrent with, but not as a threat to devising real, long term solutions to this problem of under housed people. We feel sure there is enough intelligence and imagination in our community to make this happen in the form of a win-win situation.

Thank you for your work on these changes; in our two conversations with individuals in the City Planning Department, we are encouraged by the level of thoughtful, intelligent work that has been done by your department to move this issue forward.

Respectfully,

Joan and Craig Hunt

Spokane

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Friday, May 13, 2022 3:21 PM
To: Beggs, Breean
Cc: Kinnear, Lori; Wilkerson, Betsy; Beck, Amanda; Gardner, Spencer
Subject: Re: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning, President Beggs.

Thank you for your reply. I am in agreement that updating the short term rental policies is necessary and I appreciate that all voices will be considered and I look forward to a possible forum.

With regard to your statement about other people just like me who say they see larger impact to adjoining properties - I'm not exactly sure what you mean by "just like me" since I am a property owner and I'm guessing that those who may complain of negative impacts are **not** the owners/operators of short term housing? For my part I can, without a doubt, say that the quality of my experience as an owner, and the safety and quality of life in my building as it relates to those who live there have improved with the addition of shorter term guests. There hasn't been any increase in vehicle traffic or number of people in my building, but the quality of guests are professional, quiet, and there with a specific purpose. They are courteous, follow our house rules, and express appreciation for having pleasant accommodations that suit their needs.

The fact that there are many single-family unregistered/unlicensed properties is interesting; I agree it needs to be remedied. If they are operating in residential zones that already have a pathway for registration, then I believe they should be enforced and I hope that is one area that could potentially be addressed right away, even prior to code changes.

I would not have an issue registering if I were allowed to have a short term unit in my zone, and since I am currently doing a monthly rental, I treat it as I do the long-term leases. However, because of the structure of the platform, we do pay all applicable short-term housing taxes to the city. If those unregistered residences were paying comparable taxes, would those funds, along (with all the other revenue from short-term rentals) be available to put toward your affordable housing fund?

Thanks again for your reply; I know this is a mult-faceted issue and I hope the solutions can address the needs of all.

Joan

On Fri, May 13, 2022 at 7:51 AM Beggs, Breean <bbeggs@spokanecity.org> wrote:

Thanks so much Joan. We are attempting to gather all the feedback from as many stakeholders as possible to guide as as we do what is best for the entire City. Your well articulated perspective will be very helpful. Once we have an actual proposal on the table, we will also likely schedule some type of public engagement forum where we can hear from you and others in real time.

I do want to point out that the eviction moratorium imposed by the State expired last year and I don't see it coming back. The City Council also distributed tens of millions of dollars in rental assistance to landlords to mitigate some of the losses they experienced during that moratorium. I also don't see regulation of short term rentals as a solution for homeless individuals, because they need below market housing. I have heard many concerns from people just like you that short term rentals do pose larger impacts to adjoining properties than regular rentals; and, that the loss of market rate housing is making it more difficult for everyday families to find vacant rental housing.

Last I checked, there where almost 800 single family market rate residential units being diverted into short term rentals. Only a fraction of them where actually registered and licensed with the City. It seems appropriate to update our polices and enforcement and I look forward to your continued input.

Best,

Breean Beggs

From: Joan Hunt <craigandjoanhunt@gmail.com>

Sent: Thursday, May 12, 2022 3:54 PM

To: Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Subject: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Council President Beggs, and Council Members Kinnear and Wilkerson,

I am writing in response to the current conversation about changes to the City Code governing short term rentals and specifically to points brought up in the May 5, 2022 article in The Inlander, "Spokane may consider tweaking its Airbnb policy - if it can figure out what the current one is"

My husband and I are property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill in a Commercial/RO zoning. We have been told by City Planning that based on our zone, we can enter into leases of 30 days, but no less, so we have 2 units in our building that we have furnished and offer for extended stays and advertise through Airbnb. We also co-own one condo unit (for the last 9 months), in a residential area northwest of Kendall Yards that is currently a licensed short-term rental advertised through Airbnb. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. **We do**

our best to set our rents at rates that allow us to maintain our property, pay our mortgage and taxes, pay the professionals we have to hire to do work for us, pay our professional property management company, and create some reserve for unexpected expenses, but the economics of that do not make it possible for us to charge 'affordable housing' rates as defined by the local housing authority. So we don't fall into a category of those who, if they set up a short term rental, would be denying affordable housing by doing so.

In the 4 years we've owned the property, we have taken less than \$6500 a year from the property for personal income. In that same time, we have had to make improvements and updates to the interiors of every unit in our building as well as do roof repair and chimney repairs, replace all windows, siding, railings, stairs and decking, and prune large trees. This was because when we purchased the property from my dad's estate, he and my mom had provided low rental rates (if not officially "affordable housing"), for so long, that they could not manage to keep up with the severe needs of the building, and the deterioration and resulting costs for repair and maintenance were overwhelming. The same tenants who my mom would provide birthday cards and Christmas cakes for, told us they did not report maintenance issues for fear that "our rent would be raised", which is pretty frustrating to hear, but reveals a bit of a not-uncommon mindset that we've encountered with tenants. Two of these tenants lived in the building for more than 20 years each and when we took on the building, we were dismayed at the amount of damage that existed from tenant neglect. We have done this work because we care about it, we believe we are good at it, we enjoy contributing to the neighborhood, and hope that one day it supplements our income. However, if we have an opportunity to make our lives smoother by having the option of diversifying our mix of rental options, and that allows us more income, we would like to take it.

We are also among small property owners who sustained financial losses during the more than 20-month rental moratorium. Specifically we had 2 tenants who stopped paying rent, would not apply for assistance, posed physical threats to others in the building and to workers next door to our building, and whom we could not evict because even with "just cause", no attorney would take our cases during the moratorium. Even if they had, we were told it would be very costly, and because of state laws, would take 6 months or more to go through the process of eviction. When one of these tenants finally went to jail for assaulting a construction worker next door to our building, he decided to flee town after he was released so we got our apartment back. Our cost to repair damage to the unit was \$4000, we had to wait 3 months for the glass to replace a broken window so lost time to re-rent the unit, and the tenant left owing \$2400 in unpaid rent that we could not recover. The other tenant whose "friends" visited her often, and for whom the police and paramedics were called 3 separate times for drug overdoses, and who twice fired a gun on our property, was finally convinced by our property manager to move. She left damages that cost \$3500 to repair and unpaid rent in the amount of \$2200. Because of this one tenant's

behaviour and our inability to evict her, we lost 2 other good tenants, two of whom we let out of their leases without penalty because we also feared for their safety and in good conscience could not expect them to stay when we no longer had the ability to do what was needed to provide a safe environment.

This backstory leads to why we are supportive of opening up other zoning areas to shorter-term units; our property is already being used for residential purposes, it has no negative impact on the neighborhood, we can provide a needed housing opportunity, we have more control over who is in our property, we have the freedom to immediately remove anyone who poses a danger, we have the ability to keep our units maintained by being in them more frequently and cleaning them regularly, the rent money is guaranteed prior to occupancy, we don't have the problem of squatters, and the additional income helps us keep up with rising costs for maintaining our property. With regard to costs, as an example, over the past 4 years our cost to renovate a unit has more than doubled. In 2018 we paid \$22,000 to update a 65 year-old 1 bedroom unit and today it will cost us \$48,000. The economics of keeping up a property, while paying usual costs such as professional management, mortgage, utilities, taxes, and maintenance simply do not allow us to charge the 'affordable housing' rates desired for our underhoused population. If we supplement our long-term rates with the shorter-term ones, it eases our burden and gives us a path toward a more stable business model.

President Beggs, in the Inlander article, you suggest charging additional fees of \$15 per night for short term rentals to fund affordable housing "since these units are taking away affordable housing". How do you know if these units would be priced as affordable housing by the owners if they were long-term housing versus short-term? I am aware of at least 7 studio studio units downtown currently rent for \$1000/month with \$50/month utility costs. And, if someone has to park a car, the rates are \$100/month in lots next to these buildings. If I'm correct, these costs are not consistent with affordable housing. So to assert that all units downtown are going to be affordable housing seems incorrect. Additionally, some of these units that I'm aware of are in very old buildings that have had to have extensive renovation or remodeling work to bring them to code in order for them to be habitable. Especially with inflation and supply chain issues, this is currently extremely costly work. Based on my experience as a business owner, I would guess it is not possible to charge lower rent on these units and be able to justify doing the necessary work to create this housing.

Unless the article is incorrect, it sounds like you may be thinking that needed changes will affect only two categories of persons; "big corporate Airbnb's" and "small-time homeowners renting out their rooms". I am neither of those entities, and my property is not in the downtown core. So to limit my ability to discern what works economically for me in my 8-unit building on the lower South Hill, by creating an ordinance limiting my ability to operate one unit as a short term unit because I already co-own another short term unit across town doesn't address my needs, and seems completely arbitrary; I am curious to know on what economic facts are you basing this suggestion.

Further, Council Member Kinnear, you are quoted as saying "We have almost 800 Airbnbs around"... "almost the same number of homeless in our city". Perhaps this quote is not contextualized correctly, but it sounds like you are saying that short-term housing is the reason 800 persons are unhoused in Spokane. If so, it's hard to believe that anyone who had looked into homelessness and its complexities, and anyone who had talked with rental property owners would be able to make such a correlation. And I personally feel it's a very misleading statement and a disservice to anyone reading this article who really cares about the issues and is looking for guidance about how to take a position on it.

It's also interesting that there is rarely a mention of the fact that beyond "tourism", short-term housing provides a service for a segment of the population for whom hotel stays or long term rentals don't work. Traveling professionals, health-care workers on contract, persons traveling to Spokane for extended health care, or to attend to or visit family members in the hospital for extended time, families who need intermediate housing while in the process of divorce, professionals coming to Spokane to perform in productions such as the Best of Broadway series or youth sports events all need and want options other than hotels. Additionally, those of us who have decided to offer short term housing through Airbnb pay taxes that benefit the region and state, collected and disbursed by Airbnb. From the Airbnb Site:

Airbnb [*collects and pays*](#) a number of taxes on your (the owner's) behalf, including:

- *The Washington Combined Sales Tax*
- *Special Host/Motel Tax*
- *Convention and Trade Center Tax*
- *Regional Transit Authority Tax*
- *Tourism Promotion Area Charges in the State of Washington*

All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.

As small business owners who have long-term rentals as well as one short-term, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and

monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also pay our utility bills, our mortgages, our association dues and our property taxes. In our shorter term units, we provide a positive, high-quality, personal experience of Spokane hospitality which reflects well on our city. It is not necessarily always easy work, but it can be meaningful and satisfying.

Over the last 3 years, it seems like the intent of the State, and now our City Council, is to lay the burden of homelessness at our feet. In reality, this problem has been around and growing since the financial crisis of 2007-08, and the resulting fallouts from predatory lending activities have left long-lasting, complex and far-reaching problems that demand significant creativity, collaboration, and ongoing dedication to resolve for the long term. So expecting that private owners of residential rental property could suddenly have the power and responsibility to significantly impact this difficult issue is unfair and naive. Imagine trying to tell grocery store owners, restaurateurs, automobile sellers, lawyers, clothing retailers, or other small business owners who have something to offer the underhoused, that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing, transportation, or legal representation, and therefore these business owners must take on the weight of solving this problem in the way that property owners, especially over the last 3 years, have been asked to.

Please consider the long-term breadth of impact your decision making will have on varied members of this community. The changes brought into play by the historic housing crisis, and then the pandemic, have and will continue to

shape the way people live, work, and engage in community, and we benefit by recognizing the larger narrative of how and why changes are happening, in order to recognize the value and opportunity available in expanding short term housing options. I believe this can happen concurrently with, but not as a threat to devising real, long term solutions to this problem of under housed people, and that it can happen via a win-win situation.

Thank you for your service to our community, and for your willingness to look at this meaningful issue.

Sincerely,

Joan Hunt

From: [Planning Services Development Code](#)
To: [Karen Riley](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: AirBnB
Date: Monday, April 10, 2023 11:21:34 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Karen,

Thank you for providing public comment about the proposed [Short-term Rental changes](#).

The proposed changes are not meant to keep people from operating a short-term rental if they choose to. One of the main points is to update the code so that properties which are offering vacation rentals without the appropriate business license and permit, or in a zone that currently doesn't allow it, can come into compliance.

Short-term rentals do have an effect on the supply of long-term housing options in our city, but we know that people also use them to say, pay the construction loan for a detached accessory dwelling unit they've built or to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed.

Please feel free to reach out if you have any questions or further comments. We're also holding a virtual open house this week if you would like to join:

Thursday, April 13, 2023 from 5:30 – 6:30 p.m.

Participate via video link on your computer:

- [Join meeting on Microsoft Teams](#)
- Meeting ID: 296 703 689 75
- Password: umVE27

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Karen Riley <karenriley98@gmail.com>
Sent: Monday, April 3, 2023 3:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: AirBnB

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please consider that many people rent out a portion of their home for additional income. That is way different than purchasing a property for the exclusive use as an AirBnB.

From: [Planning Services Development Code](#)
To: [Liza Mattana](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: Airbnb, VRBO city policy discussion
Date: Monday, April 10, 2023 11:34:36 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Liza,

Thank you for providing public comment about the proposed [Short-term Rental changes](#). The City does charge for short-term rentals (STR), we require a business license and approval of a STR permit, and there is an annual renewal fee if you wish to continue the use. In our proposed changes we are increasing those to make sure we are covering costs.

Short-term rentals do have an effect on the supply of long-term housing options in our city, and we want to prioritize long-term rentals. We recognize that some property owners also utilize STRs to pay back the construction loan for a detached accessory dwelling unit, to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed. So, it's a fine balance of trying to limit the possible negative impact with the possible positive ability to fund new housing units or support existing residents.

Please feel free to reach out if you have any questions or further comments. We will record the open house and post the video on the project webpage (linked above) so you can watch it if you're interested.

And, your comment will be part of the public record once we go to public hearing with the Plan Commission and the City Council.

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II
509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Liza Mattana <lizamattana@gmail.com>
Sent: Saturday, April 8, 2023 7:29 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Airbnb, VRBO city policy discussion

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi

I won't be able to make this Thursday but wanted to provide comments

I think the city should charge fees for short term rentals. Not sure how, but i think it should be charged often enough or at a high enough rate that these kinds of rentals are discouraged. Priority for housing should be for city residents. if the impact of fees or taxes isn't felt, investors will buy up inventory further keeping housing out of reach for residents. fees would be used to help make housing more affordable in the city.

Also, another thought...Can the city charge fees to people that own houses in the city that are not their primary residence?? We live on 26th Ave just west of Bernard. On our block we have three houses that are largely unoccupied, except for a few days out of the year. One owner lives in Alaska, one in the west side of Washington and another in California. Can the city tax these properties? Then use the money to offset high rents or other ways to make housing more affordable. I think there is significant money to be gained to help folks. There are several homes, especially in our neighborhood on the south hill, that are unoccupied second, or even third and fourth homes.

Thanks for taking the time to read these comments. Hope it adds to the discussion.

Liza Mattana

453 W 26th Ave, Spokane, WA 99203

From: [deBit, Donna](#)
To: [yolanda Herr](#)
Subject: RE: Short Term Rental Code Updates - Housing Action Plan Ph. 2
Date: Monday, April 24, 2023 12:12:00 PM

Hi Yolanda,

Thanks for your comment. I'll add your comment to our record for the Short-Term Rental updates. Please feel free to reach out with any questions you may have in the future!

Thank you,



Donna deBit | Associate Planner | City of Spokane Development Services Center
 Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

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I will be on maternity leave beginning May 15th, 2023

From: yolanda Herr <louiesfarmhome@gmail.com>
Sent: Friday, April 21, 2023 11:25 PM
To: deBit, Donna <ddebit@spokanecity.org>
Subject: Re: Short Term Rental Code Updates - Housing Action Plan Ph. 2

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Have you ever thought that stricter laws to protect home owners would probably have people not be running g toward a short term rental. The current laws are ridiculous and it makes people who have worked hard not trust to rent out their home and help with what you call a problem. I had thus home as a rental but because of your laws they squatted...moved in people not on the lease caused me to spend thousands that I didn't have (law makers seem to think people with rentals are rich. Which is not true) to get them out. . I feel the state has taken their responsibility and pushed it off into rental owners . To allow someone to not pay rent fir half a year and not protect tge owner us horrible...now no one's wants to do this anymore and now you have a problem. Here is an idea make better laws to protect owners and you would not have this problem. There problem fixed. Your welcome!

On Fri, Apr 21, 2023 at 3:19 PM deBit, Donna <ddebit@spokanecity.org> wrote:

Good afternoon!

You're receiving this email because you have an active City of Spokane Short Term Rental Permit **OR** have had one in the past.

You've likely seen short-term rentals (e.g. Airbnb, VRBO) in the news nationally for their possible impacts on long-term housing supply. In response to how this alternative lodging option has grown in popularity, Planning staff have been working on changes to provide for the orderly and safe provision of short-term rentals in Spokane. **Short-term rentals** are residential units (e.g. bedrooms, basements, entire dwellings) that the property owner rents to a guest for periods of **less than 30 days**.

Currently, short-term rentals (STRs) are only allowed in residential areas of the city and require a permit, which ensures the STR is operated in a safe manner that does not significantly affect the residential nature of the neighborhoods. Operating STRs in non-residential zoning districts changes the building use to a hotel/motel.

What are the proposed changes under Shaping Spokane Housing? ([Click to read draft](#))

- Expand where STRs may be located – such as in the downtown core and other non-residential zoning districts. This creates a path to compliance for existing units operating without permits.
- Cap the number of units by structure type. Low-density residential structures (single-family detached homes, duplexes) are limited to one STR unit. Structures with three or more units in residential zones are limited to 20% of the total units being rented out as STRs, and in non-residential zones will be limited to 30% of the total units.
- Establish annual life safety inspections through the Fire Department and require a notarized Life Safety Compliance form for new or renewing permits.
- Permit fees are changing to match the proposed regulation updates:
 - STRs in residential zones will pay \$200 and \$100 for their annual renewal;
 - STRs in non-residential zones will pay \$300 and \$150 for their annual renewal

Existing STRs that have a current permit will be allowed to grandfather their existing units. Those grandfathered permits would not be allowed to add more units, and go further out of compliance with changed regulations, or if the STR use was stopped and a new permit obtained your property would be subject to the new provisions for unit caps. This provision is being added to the proposed changes following comments from public outreach (it is not included in the draft on the website as this is being newly added).

Please feel free to email DevelopmentCode@spokanecity.org with any questions related to the proposed changes, or visit our webpage at [HAP Phase 2 - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/HAP-Phase-2-City-of-Spokane-Washington)

Thank you!



Donna deBit | Associate Planner | City of Spokane Development Services Center

Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

I will be on maternity leave beginning May 15th, 2023



Spokane Tribe of Indians
Tribal Historic Preservation Office
P.O. Box 100 Wellpinit WA 99040

May 3, 2023

To: Amanda Black, Planner II

RE: Home Action Plan Code Changes Phase 2-Short Term Rentals

Ms. Beck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project, the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response we concur with recommendations made that the city is requesting "*housing action plan code changes phase 2 -short term rentals*", at this time I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

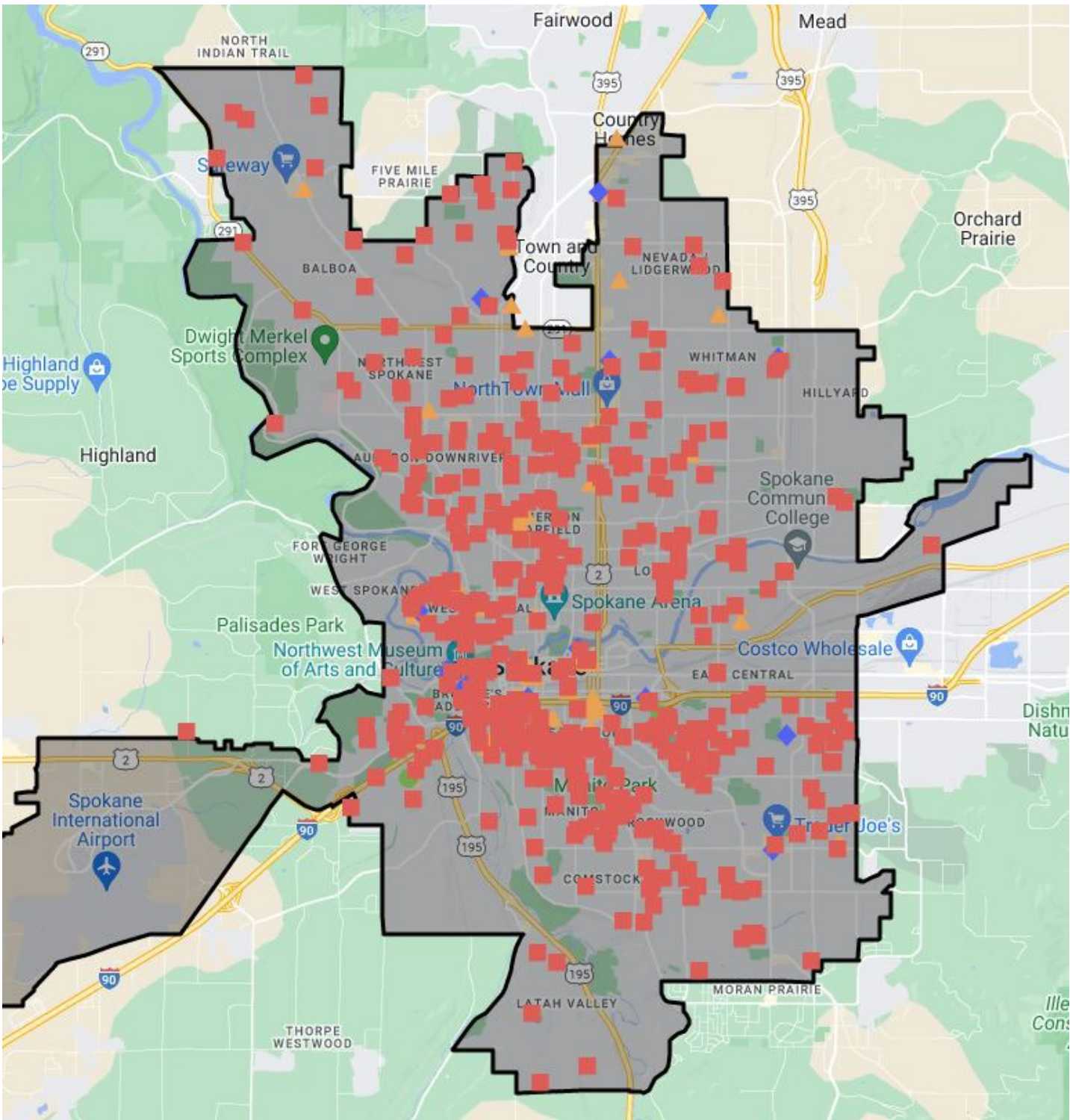
Should additional information become available or scope of work change our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer.
Spokane Tribe of Indians



Short-term rentals active as of May 2, 2023
Total active listings: 648

NEIGHBORHOOD GOAL N 1 – THE DOWNTOWN NEIGHBORHOOD.

Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.

Neighborhood Policy N 1.1 – Downtown Development. *Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.*

Discussion: Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

URBAN DESIGN AND HISTORIC PRESERVATION GOAL DP 4 – DOWNTOWN CENTER VIABILITY.

Create a vital, livable downtown by maintaining it as the region's economic and cultural center and preserving and reinforcing its historic and distinctly urban character.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Discussion: Increasing the number of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more “eyes-on-the-street.” Supporting investments and opportunities is not only a benefit to developers and property owners, but to the general public as well, which can enjoy a safer, thriving business district.

ECONOMIC DEVELOPMENT GOAL ED 3 – STRONG, DIVERSE, AND SUSTAINABLE ECONOMY

Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

ECONOMIC DEVELOPMENT GOAL ED 8 – QUALITY OF LIFE AND THE ENVIRONMENT

Improve and protect the natural and built environment as assets that attract economic development opportunities and enhance the City of Spokane's quality of life.

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Discussion: Recreational and tourism business opportunities abound in the Spokane region because of the geographical location and abundance of lakes, streams, and mountains. The Spokane River and Spokane Falls, in particular, are key outdoor recreation and tourism resources for the city.

HOUSING GOAL H 1 – HOUSING CHOICE AND DIVERSITY.

Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. *Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.*

Discussion: Single-room occupancy (SRO) housing contains units for occupancy by one person. These units may contain food preparation areas, sanitary facilities, or both. Due to their small size, SRO units are less expensive to rent than regular apartments, so they often serve as the only affordable housing option for many lower-income individuals. Maintaining and increasing the supply of SRO housing is an important part of the lower-income housing market.

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING SHAPING SPOKANE HOUSING TEXT AMENDMENTS
TO SHORT-TERM RENTALS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Shaping Spokane Housing text amendments. The proposal amends the Unified Development Code (UDC) Chapter 17C.316, Short Term Rentals.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a housing element meeting the requirements of RCW 36.70A.070(2).
- B. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City, including the Implementation Plan included as Appendix A that outlines several strategies and policies to address short-term rental units in the City.
- C. The City's civic engagement contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use.
- D. Outreach and public communication began in November 2021, reaching nearly 400 residents, and included the following, among other community touch points:
 - 1. Presentations at the Land Use Subcommittee on November 18, 2021; February 17, 2022; and April 21, 2022;
 - 2. In-person booth at the Riverfront Park Winter Market on December 15 and 22, 2021;
 - 3. Presentation at Community Assembly on January 6, 2022;
 - 4. Presentation at Lincoln Heights Neighborhood Council on January 18, 2022;
 - 5. Virtual open houses on January 25 and 27, 2022;
 - 6. Presentation to the West Hills Neighborhood Council on April 12, 2022;
 - 7. Presentations at University District Development Committee and the West Hills Neighborhood Council on April 12, 2022;
 - 8. In-person booth at the Riverfront Park Spring Market on April 6, 13, 20, and 27, 2022;
 - 9. In-person open house on April 11 and a virtual open house on April 13, 2023; and
 - 10. Inclusion in the Community Assembly agenda packet for June 1, 2023.
- E. Public comment, as well as agency comments, received prior to the May 10, 2023, Plan Commission public hearing were included in the staff report as Exhibit D.

- F. On November 10, 2021, January 12, 2022, February 22, 2023, and April 26, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on draft language and public outreach, and review and evaluate with city staff alternatives to proposed text changes.
- G. On March 2, 2023, the Washington State Department of Commerce and appropriate state agencies received the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. On April 24, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to short-term rentals and the concurrent fee changes. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023. The Spokane Tribe of Indians issued comment noting project actions may require case by case cultural surveys.
- I. A legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023.
- J. The proposed text amendments were drafted and reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.
- K. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- L. The Plan Commission held a public hearing on May 10, 2023 to obtain public comments on the proposed amendments.
- M. During deliberations held on May 10, 2023, the Plan Commission voted to modify the proposed text in 17C.316.040.B concerning maximum number of short-term rental units permitted in structures in residential zones. Plan Commission directed staff to allow one or both dwelling units of a duplex to allow a short-term rental. Additionally, Plan Commission directed staff to strike text noting that a short-term rental in an accessory dwelling unit counts towards the maximum short-term rental units permitted. The motion passed unanimously.
 - 1. For the corresponding regulation of maximum short-term rental units in non-residential zones, Plan Commission directed staff to similarly allow one or both units of a duplex to have short-term rental units, and to strike text counting a short-term rental unit in an accessory dwelling unit towards the maximum allowed. This motion passed unanimously.
- N. During deliberations the Plan Commission indicated the preference to remove residential appearance requirements that would require no internal or external alterations that could make a residential structure less residential in nature, instead allowing that to be governed by other sections of the Spokane Municipal Code and directed staff to remove this language. The motion passed unanimously.

Findings of Fact, Conclusion, and Recommendation
Shaping Spokane Housing Text Amendments to
Short-term Rentals

1. The corresponding requirement about maintaining the residential nature of a structure was removed for short-term rental units in non-residential zones as well, with Plan Commission noting that such changes would not be impactful in zones that are not residential in nature. The motion passed unanimously.
- O. During deliberations the Plan Commission discussed the proposed notification requirement for short-term rentals in non-residential zones. Given that in the Downtown Core zone, and other zones where lots may be part of a condominium plat or very small, notification to adjacent property owners was deemed onerous on applicants. Plan Commission directed staff to remove the short-term rental notification requirement for permits in non-residential zoning districts. The motion passed unanimously.
 - P. Except as otherwise indicated in the above findings, the Spokane Plan Commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
 - Q. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the text amendments to short-term rentals:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and non-residential zoning districts.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.
5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted Shaping Spokane goals and policies:
 - a. Neighborhood Goal N 1 – The Downtown Neighborhood;
 - b. Economic Development Policy ED 3.10 – Downtown Spokane;
 - c. Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers;
 - d. Economic Development Policy ED 8.3 – Recreation and Tourism Promotion;
 - e. Housing Goal H 1 – Housing Choice and Diversity;
 - f. Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.

RECOMMENDATION:

In the matter of the ordinance pertaining to short-term rentals, amending the Unified Development Code of the City of Spokane;

As based on the above listed findings and conclusions, the Spokane Plan Commission takes the following actions:

1. By a unanimous vote, recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Chapter 17C.316, Short Term Rentals.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Greg Francis

[Greg Francis \(May 18, 2023 21:29 PDT\)](#)

Greg Francis, President
Spokane Plan Commission

May 18, 2023






2023-05-10_PC Findings and Conclusions_STRs

Final Audit Report

2023-05-19

Created:	2023-05-18
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-8P6Ne4-8E93aJONRYIQ9dS04enxxdCI

"2023-05-10_PC Findings and Conclusions_STRs" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2023-05-18 - 3:54:33 PM GMT- IP address: 174.165.162.230
-  Document emailed to gfrancis@spokanecity.org for signature
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-  Email viewed by gfrancis@spokanecity.org
2023-05-19 - 4:28:17 AM GMT- IP address: 73.225.178.203
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis
2023-05-19 - 4:29:56 AM GMT- IP address: 73.225.178.203
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)
Signature Date: 2023-05-19 - 4:29:58 AM GMT - Time Source: server- IP address: 73.225.178.203
-  Agreement completed.
2023-05-19 - 4:29:58 AM GMT



Agenda Sheet for City Council Meeting of:
06/12/2023

Date Rec'd	5/24/2023
Clerk's File #	ORD C36392
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK X6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SHORT-TERM RENTALS FEES CODE AMENDMENTS		

Agenda Wording
Code amendments to Chapter 08 SMC for concurrent fee updates to short-term rentals.

Summary (Background)
Proposed amendments to short-term rental regulations aligned with strategies outlined in the Housing Action Plan and the City Council Implementation Plan. Proposal revises Chapter 17C.316; amends Sections 08.02.034, 08.02.066, 08.08.010; and adopts a new section 08.02.090. The proposed draft code has been developed to update permitting requirements in line with monitoring data to reflect the current utilization of this accessory land use.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	Study session 3/14/23;
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs & CM Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sgardner@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		lgarcia@spokanecity.org	
		jrichman@spokanecity.org	
		tblack@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

abeck@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

ORDINANCE NO. C36392

AN ORDINANCE relating to fees on short-term rentals and short-term rental platforms; amending Spokane Municipal Code (SMC) Sections 08.02.034, 08.02.066, and 08.08.010; adopting a new section 08.02.090 to chapter 08.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, Council Resolution Res. 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, Housing Action Plan (HAP) Strategy B5 calls on the city to, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement;” and

WHEREAS, in adopting Res. 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact regulating short-term rentals, namely City Council HAP Implementation Plan Strategies 1.5; 2.6, and 2.7; and

WHEREAS, the proposed regulations create a balanced system of permitting the short-term rental use in all zoning districts in proportion with their potential effect on surrounding properties and infrastructure, and updating permit and inspection fees such that the Spokane Municipal Code is capturing the increased demand for this type of lodging, and tracking short-term rental units, permits, and renewals to ensure the health and safety of the public; and

WHEREAS multiple studies, including papers published in the Journal of Urban Economics and research from the National Bureau of Economic Research, have established that short term rentals have an affect on housing prices and rental rates; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this ordinance, avoiding any unconstitutional taking of private property; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC section 08.02.034 is amended to read as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730

\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.
3. Penalty.
Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.
4. Fee Refunds.
The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.
5. Valuation.
The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.
6. Inspections.
The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,
 - f. spray booths, and
2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A	0 – 1,500	\$44
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	

F	10,001 – 12,500	\$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	
K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments

for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 2: That SMC section 08.02.066 is amended to read as follows:

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.
- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.

- P. Short Term Rental Permit – ~~((Type A))~~ In residential zones: ((One)) Two hundred ((fifty)) dollars. The annual renewal for a ~~((Type A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 3: Adopting a new section SMC 08.02.090 to read as follows:

Section 08.02.090 Short-term Rental License Fee

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$2.00 per night booked through the Platform.
- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

Section 4: That SMC section 08.08.010 is amended to read as follows:

08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Shaping Spokane Housing: Housing Action Plan Code Changes Phase 2 for Short-term Rentals	
Staff Contact:	Amanda Beck, AICP Planner II (509) 625-6414 abeck@spokanecity.org	Donna deBit, AICP Senior Planner (509) 625-6637 ddebit@spokanecity.org
Report Date:	May 4, 2023	
Hearing Date:	May 10, 2023	
Recommendation:	Approval	

I. SUMMARY

These City-initiated text amendments are proposed to update the Spokane Municipal Code according to strategies outlined in the adopted Spokane Housing Action Plan and the City Council Implementation Plan. Proposed draft code would revise Chapter 17C.316, Short Term Rentals; amend Sections 08.02.034, Fire Code; 08.02.066, Zoning; and 08.08.010, Tax Levied; and adopt a new section 08.02.090, Short-term Rental License Fee. The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data to inform updates that reflect the current utilization of this accessory land use.

II. BACKGROUND

The 2021 Washington legislative session substantially amended the housing-related provisions of the Growth Management Act (GMA) through House Bill [HB 1220](#). Changes strengthened the GMA housing goal from “encourage the availability of affordable housing to all economic segments of the population” to “plan for and accommodate housing affordable to all economic segments of the population of this state.” The GMA housing goal still retains additional objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock.”

Approved in July 2021, the City adopted its [Housing Action Plan](#) (Res. 2021-0062) to guide implementation of policies within the Comprehensive Plan by identifying strategies to achieve our community’s housing needs and objectives. Spokane’s Housing Action Plan (HAP) identifies actions that the City and community partners can enact to encourage more housing options that create more homes for more people. The first phase of code changes acting on HAP strategies updated development requirements for accessory dwelling units, short plat notifications, and lot size transitions (Ords. C36224, C36225, and C36226). Continuing that work, city staff have drafted a comprehensive update of Chapter 17C.316 as well as related fees contained in Chapter 08 of the Spokane Municipal Code. The proposed changes are also guided by the City Council’s HAP [Implementation Plan](#).

This staff reports reviews the proposed code revisions for Phase 2 of the Housing Action Plan code amendments started in 2021. The code changes specifically align with the below noted HAP strategy about short-term rentals, and the City Council implementation actions.

- Housing Action Plan Strategy A3, “Continue to streamline and simplify changes to the City’s permit process, as necessary.”
- Housing Action Plan Strategy B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”
- City Council Implementation Plan Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- City Council Implementation Plan Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- City Council Implementation Plan Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

III. PROCESS

DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City’s Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

ROLE OF THE CITY PLAN COMMISSION

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

ROLE OF CITY COUNCIL

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission’s recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

COMMUNITY ENGAGEMENT

As a follow-up to the Housing Action Plan (HAP), engagement efforts for Shaping Spokane Housing have built upon the extensive community outreach conducted for the HAP. Emphasis was placed on reaching existing permit holders, development stakeholders, and tourism stakeholders such as the Spokane Hotel and Motel Association. Outreach included an in-person and virtual open house, project webpage, and inclusion in the Shaping Spokane Housing newsletter that is delivered to over 350 stakeholders. A summary of engagement and outreach activities can be found in **Exhibit C**.

Below is a list of the major outreach and engagement activities held for short-term rentals under the Shaping Spokane Housing project:

- “[Next Steps for Housing Action Plan Implementation](#)” blog published on November 11, 2021
- Project webpage, <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>, has been kept up to date with information about Plan Commission workshops, project progress, and public hearings.
- Presentation at the Land Use Subcommittee on November 18, 2021;
- Tabling at the Winter Market on December 15 and 22, 2021;
- Presentation at Community Assembly on January 6, 2022;
- Presentation to the Lincoln Heights Neighborhood Council on January 18, 2022;
- Virtual open houses on January 25 and 27, 2022;
- Presentation at the Land Use Subcommittee on February 17, 2022, and April 21, 2022;
- Presentation to the West Hills Neighborhood Council on April 12, 2022;
- Presentation to the University District Public Development Authority on April 12, 2022;
- Tabling at the Spring Market on April 6, 13, 20, and 27, 2022;
- In-person open house on April 11 and a virtual open house on April 13, 2023;
- Inclusion in the Community Assembly agenda packet for June 1, 2023;
- [Educational videos](#) shared in the City’s Community Update e-newsletter, on official City social media channels, and available on project webpage; and
- Updates in the Shaping Spokane Housing newsletter, sent to over 350 stakeholders.

The planning team has provided updates on the proposed code changes to elected and appointed officials, as well as to staff from other City departments and interested agencies.

- Regular meetings with Development Services Center staff to review proposed code language and potential implementation considerations, including the Fire Marshall and Building Official;
- Plan Commission workshop presentations on January 12, 2022; February 22, 2023; and April 26, 2023; and
- City Council study sessions on February 10 and May 5, 2022; and March 16, 2023.

PUBLIC NOTIFICATION AND SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance. Noted below are the public noticing activities:

- Notice of Intent to Adopt submitted to the Department of Commerce (March 2, 2023)
- Notice of Intent to Adopt pursuant to 17G.025.010 SMC, which included the SEPA Checklist, emailed to City departments, Local, County, Tribal, and State contacts (April 24, 2023)
- SEPA Determination of Non-significance (DNS) issued (April 24, 2023), the comment period ended on May 9, 2023
- Notice of Public Hearing for the Plan Commission was published in the *Spokesman-Review* on April 26 and May 3, 2023.

COMMENTS RECEIVED

Written comments received by the planning department by 12:00 p.m. on May 3 are included in **Exhibit D**.

IV. ANALYSIS

PROPOSAL DESCRIPTION

These City-initiated text amendments are proposed to update regulation of short-term rentals, or vacation rentals, according to strategies outlined in the adopted Spokane [Housing Action Plan](#) and the City Council [Implementation Plan](#). The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data reflecting the current utilization of this accessory land use, and aiding in updating regulations.

This proposal will amend Spokane Municipal Code: Section 17C.316.010, Purpose; 17C.316.020, Description and Definitions; 17C.316.030, Where These Regulations Apply; 17C.316.040 Type A Short-Term Rentals; 17C.316.050 Type B Short-Term Rentals; 17C.316.060, Monitoring; and 17C.316.070, Pre-Established Bed and Breakfast Facilities.

Additional amendments are being made to inspection fees for annual life safety compliance, updating permitting fees to align with proposed updated regulation of STRs, a proposed per night license fee, and a code clean up to clarify that an existing lodging excise tax also applies to short-term rentals. Those Spokane Municipal Code Sections are 08.02.034, Fire Code; 08.02.066, Zoning; 08.08.010, Tax Levied; and adopting a new section 08.02.090, Short-term Rental License Fee.

See **Exhibit A** for the draft ordinance with strike-through text and proposed changes.

SHORT-TERM RENTALS

The Spokane Municipal Code defines a short-term rental (STR) as “where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days.” STRs are also defined with the 30-day limit in RCW 64.37.010. Currently, this accessory residential use is only permitted in residential zoning districts (RA, RSF, RTF, RMF, RHD).

Changes to chapter 17C.316 SMC respond to Strategies A3 and B5 of the Housing Action Plan, and the Strategies 1.5, 2.6, and 2.7. The changes proposed would:

- To improve permitting compliance, allow short-term rentals in all zoning districts where residential uses are permitted. This would create a path to compliance for the over 600 short-term rentals that are operating outside of current regulations.
- Differential between a property owner and a short-term rental operator.

- Recognize the potential difference in impacts to adjacent properties and therefore regulate STRs based on whether they are in a residential zone or any other zone, such as Downtown Core (DTC) or Community Business (CB).
- Only allow STRs in conforming residential or mixed-use buildings, and for the latter it must occupy the residential units within a mixed-use building.
- Propose a unit cap:
 - An accessory dwelling unit counts towards the maximum unit allowance on a lot.
 - For residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 20 percent of total units being allowed as short-term rentals.
 - For non-residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 30 percent of total units being allowed as short-term rentals.
- For structures that are fire sprinklered, or not required to by Building or Fire Code, they will no longer be required to complete the Change of Use process. Any permit wishing to go beyond the 30 percent cap in non-residential zones would be required to complete the Change of Use process to ensure life and safety of all occupants of the structure.
- For active permit holders, they will be allowed to continue their short-term rental permit as a grandfathered use. Any lapse of the permit, or an attempt to expand beyond the units or size approved in the permit will not be allowed.
- A notarized Life Safety Compliance form will be required to show egress and safety requirements.
- Annual inspections will be required for renewal.

PERMITTING AND INSPECTION FEES

To ensure that residents and guests are able to enjoy a safe visit while in the City, a requirement to complete an annual fire safety inspection is proposed. The fire inspectors will evaluate structures for compliance with both Building and Fire Code requirements, such as working smoke detectors, appropriate egress, and possible exiting hazards. To cover the staff costs of these additional inspections completed by the City's fire inspectors, the Fire Department would charge an inspection fee of \$105 per hour.

Also, to match the proposed changes of short-term rentals in residential zones versus non-residential zones, the permit fees in Section 08.02.066 have been modified from the Type A permit of \$150 and a \$100 annual renewal, to a residential STR permit of \$200 and the existing renewal fee. Type B STR permits, which functioned as sort of bed and breakfasts in what uses were allowed, are a Type III Conditional Use Permit and cost \$4,590 for the permit with a \$100 annual renewal fee. To mirror new language of vacation rentals in non-residential zones, this section has been amended to a permit fee of \$300 and maintains the \$100 renewal fee.

Acknowledging the continuing housing crisis, and the growing body of research that shows the correlation of increased short-term rental units and increases in both house and rental prices and a decrease in housing supply, staff have proposed a per night fee to offset the effect short-term rentals have on the City's legitimate interest in ensuring there is enough housing within city boundaries. As taxing authority is limited by the Legislature, a \$2.00 per night license fee to be collected by the vacation rental platform, and then reported and remitted to the Department of Revenue is being proposed. Vacation rental platforms that operate in the State of Washington are required to be licensed and registered to do business within the state, and the Department of Revenue already manages and disperses the lodging tax that vacation rental platforms are required to collect as well.

While not a fee, staff have completed a related code clean up in Section 08.08.010, Tax Levied, to clarify that the transient accommodations excise tax also applies to short-term rentals meeting the applicable requirements. Per RCW 67.28.181, the City may levy that tax so long as the total excise tax imposed is limited to 2 percent, or not greater than 12 percent when combined with all other taxes.

Applicable taxes paid for short-term rental uses include a 9 percent lodging tax for a lodging business that has less than 40 lodging units, and the 2 percent excise tax. Clarifying that short-term rentals are subject to that excise tax helps to ensure that competition from short-term rentals does not negatively impact the hotels and motels in the city, which pay separate lodging taxes of 8.8 percent, a special hotel/motel and convention and trade center tax of 3.3 percent, and the \$4 per unit per night assessment under the Tourism Promotion Area agreement between the County and the City.

Code language relating to taxes and fees will not be considered by Plan Commission. Information on the taxes and fees relating to the proposed update is included for informational purposes and is subject to change prior to Council action.

The proposed fee changes encompass:

- Annual inspections will be conducted by fire inspectors, similar to other inspections completed for permits issued by the Development Services Center.
- To ensure the Fire Department's budget is made whole given additional inspections being required, the existing fire inspection fee of \$105 per hour will also be charged for short-term rental inspections.
- Update short-term rental permit fees:
 - Type A becomes STRs in residential zones;
Currently a \$150 permit and \$100 renewal, proposed to be \$200 permit and \$100 renewal.
 - Type B becomes STRs in non-residential zones
Currently a Type III Conditional Use Permit costing \$4,590 and a \$100 renewal, proposed to be reduced to a \$300 permit and \$100 renewal.
- Vacation rental platforms will be required to collect a \$2.00 per night license fee for all short-term rental units within the City of Spokane, and then remit these fees on a quarterly basis to the Department of Revenue. This would be in addition to the lodging tax already imposed on short-term rentals.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following each criteria. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Plan discussion points, are contained in **Exhibit F**.

17G.025.010(G) APPROVAL CRITERIA

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.

Neighborhood Goal N 1 – The Downtown Neighborhood. *Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Staff Analysis: Vacation rental platform monitoring by the City's contracted consultant, Granicus, has provided data that clearly shows a predominance of short-term rentals available for booking in the downtown (see **Exhibit E**). The proposed changes of where short-term rentals are permitted aligns the municipal code with the actual usage occurring, while also supporting the variety of choices visitors have for accommodations when visiting the City. Creating a path to compliance for those units operating in downtown ensures visitor safety, a variety of accommodations, and generates permit fees to pay for increased monitoring and compliance from city staff. The proposed code changes support the downtown as the primary economic and cultural center of the region. Allowing short-term rental units in downtown helps to provide the downtown area with a market support base for its retail, services, restaurants, and entertainment venues.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Staff Analysis: Increasing the number of people in the downtown area provides the necessary number of patrons to maintain a healthy business climate, thereby increases the tax base and making more funds available for the provision of public facilities and services. More people in downtown also increase street level activity and can lessen crime by having more "eyes-on-the-street." Feedback from the development community has indicated that some area developers wish to utilize short-term rentals as a mechanism to finance projects, either as a revenue stream to repay construction loans, or as a revenue stream that can allow them to subsidize long-term market rate units within the same project. While they do have an impact on the long-term housing supply, short-term rentals can also help support infill investments in the downtown to encourage more housing, and therefore more people, and create a more vibrant regional center.

Housing Goal H 1 – Housing Choice and Diversity. *Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

Staff Analysis: The values of the Housing chapter are grounded around maintaining affordable housing, developing a good mix of housing types, encouraging housing for low-income residents, and preserving existing housing. Proposed short-term rental code changes recognize that staff have heard anecdotal evidence of property owners not renewing long-term leases in favor of making more money from short-term rentals, and as such a unit cap has been built into the proposed changes. By limiting the number of short-term rentals that are permitted in residential zones, the proposed code changes attempt to limit the impact of this accessory land use on the long-term housing supply for current and future residents. To limit potential impacts to surrounding residential properties, the proposed code allows short-term rentals in other zoning districts, such

as the Downtown Core, where the intensity of development and activities more easily absorbs more people or a shorter turnover of stays. The changes to how STRs are regulated clarifies the intent that the use is allowed, but is meant to be accessory in nature and not therefore the predominant use in the City's numerous neighborhoods.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.

Staff Analysis: The foundation of the goals and policies within the Comprehensive Plan were developed with the public's input during the Spokane Horizons public participation process began in 1995, to ultimately shape the 2001 version of the document. While vacation rentals were a use at this time, they had not spread beyond early adoption, and so this type of accessory land use was not one the Comprehensive Plan contemplated. While there are differences between a single-room occupancy structure and a short-term rental, they do share the crucial feature of short stays and for a different price point than a traditional hotel or motel. Because of the transient element to both single-room occupancies and short-term rentals, they do share some overlap. As discussed above, the development community has indicated that the ability to utilize some short-term rental units to finance infill development of housing or mixed-use buildings balances the impact this accessory use has on long-term housing with the need to fund more housing.

2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

Staff Analysis: The proposed amendments closely follow guidance in State law, the Housing Action Plan, and the City Council HAP Implementation Plan. Changes to how and where short-term rentals are regulated will require that STRs are completing life and safety compliance forms, clarifies a process to ensure that residents or guests are staying in a safe structure, and as necessary structure improvements are required to comply with Building and Fire Code. These changes are consistent with the Comprehensive Plan and statutes protecting public health, safety, and the environment.

V. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

VI. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

VII. LIST OF EXHIBITS

- A. Proposed Draft Text
- B. SEPA Determination of Non-Significance
- C. Public Participation Summary
- D. Public and Agency Comments
- E. Short-term Rental Location Map
- F. Related Comprehensive Plan Goals and Policies

**Spokane Municipal Code Title 17C.316 Short Term Rentals
DRAFT TEXT**

SHORT-TERM RENTALS

Section 17C.316.010 Purpose 2

Section 17C.316.020 ((~~Description and~~) Definitions 2

Section 17C.316.030 Where These Regulations Apply 3

Section 17C.316.040 ((~~Type A~~) Short-Term Rentals in Residential Zones 3

Section 17C.316.050 ((~~Type B~~) Short-Term Rentals in Other Zones 8

Section 17C.316.060 Monitoring and Life Safety Review 11

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Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are ~~is~~ rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. ~~There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.~~
- ~~1. Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short term rental. The Type A short term rental is an administrative permit.~~
 - ~~2. Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to [Chapter 17G.060 Land Use Application Procedures](#).~~
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.
- ~~((2))~~ C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.

- ~~((3))~~ D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use ~~or as hotel/motel~~ if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ~~((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040-C below.))~~ A short-term rental is an administrative permit.
- ~~((2. Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single-Family Residence;~~
 - ~~b. Attached house;~~

- ~~c. Duplex;~~
 - ~~d. Apartments;~~
 - ~~e. Condominiums; and~~
 - ~~f. Accessory dwelling unit.~~
 - ~~g. Manufactured Homes))~~
2. No commercial meetings are permitted to be held in conjunction with use of a short-term rental.
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.
- 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
 - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
 - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B))~~ C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.
- 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
 - 2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
 - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
 - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.

- i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.
- ~~((2))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ((at the time it was created or converted));
 - d. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3))~~ 4. Number of ((overnight)) residents and guests. The total number of ((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom)) of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4))~~ 5. ((Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.)) Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.
- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
 - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of additional on-site parking, commercial-type exterior lighting, and signage.
- ~~((5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
6. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
7. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).
- ~~((C.))~~ D. ((Type A Short Term Rental Permit)) Permit Required. The owner of a ((Type A)) short-term rental must obtain a permit ((from the Planning and Development Services Department)). The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ((, and document that the required notification requirements have been met:))
1. Notification. ((The owner must:))

- a. The owner or operator must ((Prepare)) prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
 - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
 - ~~((c. Proof of property insurance covering the property.))~~
 - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
 - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - ~~((f.))~~ e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
 1. ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health_Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).~~
 2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
 3. When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones

A. ~~((Use related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~

~~2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~

~~a. Single Family Residence;~~

~~b. Attached house;~~

~~c. Duplex;~~

~~d. Apartments;~~

~~e. Condominiums; and~~

~~f. Accessory dwelling unit. Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.

~~1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.~~

~~2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:~~

~~a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.~~

~~b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.~~

~~c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.~~

~~3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.~~

~~((B-))~~ C. Standards.

~~((1. Maximum size. Maximum set through conditional use review.))~~

~~1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.~~

2. Accessory dwelling units. A short-term rental use may be established on a lot with an accessory dwelling unit and owner occupancy is not required.
- ~~((2-))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;
 - b. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3-))~~ 4. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hiring service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~
- ~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~
- ~~6—Commercial meetings.~~
- a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~
 - i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~
 - b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~
 - c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~
- ~~((7))~~ 4. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 17C.316.060 Monitoring and Life Safety Review

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

- ~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A](#).)~~
- ~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

Spokane Municipal Code Chapter 08.02 Fees and Charges
DRAFT TEXT

INSPECTION AND PERMITTING FEES

Section 08.02.034 Fire Code	13
Section 08.02.066 Zoning	17
Section 08.02.090 Short-term Rental License Fee	18

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
<p>For valuations of \$500,001 and over, fees are calculated as follows:</p> <p>Permit Fee: Valuation multiplied by 0.0165</p> <p>Plan Check Fee: 65% of permit fee.</p>		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,

- f. spray booths, and
- 2. Nineteen dollars for private fire hydrants.
- D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A	0 – 1,500	\$44
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	\$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	

K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.

- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – ~~((Type A))~~ In residential zones: ((One)) Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 08.02.090 Short-term Rental License Fee

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$2.00 per night booked through the Platform.

- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

**Spokane Municipal Code Chapter 08.08 Lodging Tax
DRAFT TEXT**

LODGING EXCISE TAX

Section 08.08.010 Tax Levied 20

Section 08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Housing Action Plan Code Changes Phase 2 – Short-term Rentals

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL:

Continuing the series of City initiated development code amendments to the Unified Development Code (UDC) under the [Shaping Spokane Housing](#) program, city staff have prepared a new draft code amendment that updates Chapter 17C.316, Short-term Rentals. Given that for sale and for rent housing units have been constrained locally for the past several years, the proposed code amendment takes action on the following Housing Action Plan strategy:

- B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”

As well as the following City Council HAP Implementation Plan strategies:

- Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

A concurrent code amendment will increase inspection fees to cover annual fire inspections for life and safety purposes, as outlined in 08.02.034 SMC, as well as updating zoning permit fees in 08.02.066. Clarification on excise tax collection will be added to Section 08.08.010, and a new Section 08.08.025, Short-term Rental Platform Fee, will be added with these amendments.

This proposal will amend Spokane Municipal Code (SMC): 17C.316.010, 17C.316.020; 17C.316.030; 17C.316.040; 17C.316.050; and 17C.316.060 to update regulations with the changing nature of short-term rental uses and to create a path to compliance for existing units operating without a permit. Concurrent amendments to fees will be made in Sections 08.02.034 and 08.02.066, as well as Section 08.08.010 and adding a new Section 08.08.025, Short-term Rental Platform Fee. The exact amendments to the code are available online at the following address: <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact

LEAD AGENCY: City of Spokane



DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 12:00 p.m. on May 9, 2023 if they are intended to alter the DNS.**

Responsible Official: Spencer Gardner **Position/Title:** Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

Date Issued: April 24, 2023 **Signature:** 

Date	Name/Event
11/18/2021	Land Use Committee of the Community Assembly
12/12/2021	Plan Commission workshop
12/17 & 12/22/2021	Winter Market at Riverfront Park (approximately 120 visitors)
1/6/2022	Community Assembly
1/18/2022	Lincoln Heights Neighborhood Council
1/25 & 1/27/2022	Virtual Open Houses (respectively, 29 and 35 participants)
2/10/2022	City Council study session
2/17/2022	Land Use Committee of the Community Assembly
4/6, 4/13, 4/20, 4/27/2022	Spring Market at Riverfront Park (approximately 190 visitors)
4/12/2022	University District Public Development Authority
4/12/2022	West Hills Neighborhood Council
4/21/2022	Land Use Committee of the Community Assembly
5/05/2022	City Council study session
2/22/2023	Plan Commission workshop
3/16/2023	City Council study session
4/11 & 4/13/2023	In-person and Virtual Open Houses (approximately 7 participants)
4/26/2023	Plan Commission workshop
6/1/2023	Community Assembly agenda packet inclusion

Substantive Public Comments Received as of 05/03/2023

	Date	Name	Topic(s)	Page
1	1/14/2022	Todd Sullivan	ADU size, ADU parking, Short-term rentals	2
2	2/18/2022	Toni Sharkey	SEPA, Short-term rentals, Duplexes, Attached Homes	3
3	2/22/2022	Craig Hunt	Short-term rentals (STR)	9
4	4/6/2022	John Schram	Short-term rentals, Duplexes, Attached Homes	10
5	4/21/2022	Will Maupin	Code changes for housing	11
6	4/22/2022	Gene Brake	ADU, STR, Duplex	13
7	5/12/2022	Joan Hunt	STR, Other	15
8	4/3/2023	Karen Riley	STR	28
9	4/10/2023	Liza Mattana	STR and Fees	30
10	4/24/2023	Yolanda Herr	STR, Other	32
11	5/3/2023	Randy Abrahamson	STR	34

Beck, Amanda

From: Planning Services Development Code
Sent: Friday, January 21, 2022 3:45 PM
To: Todd Sullivan
Subject: RE: ADU Comments from a Home Builder

Hi Todd,

Thank you for providing public comment concerning the proposed revisions to ADU regulations. This is now part of the public record for the project, and will be shared with the Plan Commission at the public hearing. We really appreciate your insightful and informed comments- in our research we've noticed that trend to increase the size for an ADU.

We are still exploring the range of code alternatives for accessory dwelling units. Plan Commission has another workshop to discuss this as well as duplexes, attached homes, and lot size transitions at their January 26th meeting that begins at 2:00 pm. If you're able or interested in attending, [the agenda](#) has the Webex login information. If not, it will be uploaded to the City's [Vimeo](#) soon after the meeting.

Thank you,
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
 509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Todd Sullivan <toddsull@live.com>
Sent: Friday, January 14, 2022 9:19 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: ADU Comments from a Home Builder

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a home builder in the Spokane, Coeur d'Alene and Hayden region, we have been designing proposed ADU's in the Kootenai County for the last 2 years.

My recommendations that stem from my experience in Kootenai is as follows:

- Increase ADU size to 1,000. This provides an ADU with 2 bedrooms and 1 bathroom. Our typical ADU design will have on bedroom acting as an office.
- Require the ADU to match the primary home roof system. This will minimize chaotic design and integrate better with the property and neighborhood. If not, you will have shed roof ADU's as it's cheap to build and the result will be sheds in the backyard.
 - Drive around Coeur d'Alene and look at all the ADU's that are negatively impact the aesthetics of the neighborhood.
- Require 1 parking spot on the property. This is important as the ADU will likely become a rental or unit for family. Parking on-street creates havoc and congestion.
- Short term rentals are an issue. Coeur d'Alene has numerous ADU's for the AirBnB market. In the summer, it becomes hectic with parties, crowds, etc. The owners use the ADU's as additional revenue sources. An ADU

within walking distance to the lake can produce \$75,000 plus in revenue per year if properly managed. I don't have an opinion if that should be a factor, but it's important to understand.

If interested, I'm always available for comment and discussion.

Thanks,
Todd Sullivan
Sullivan Homes
(208) 755-1017
todd@sullivanhomespnw.com

Sent from [Mail](#) for Windows

Gwinn, Nathan

From: Gwinn, Nathan
Sent: Tuesday, February 22, 2022 4:59 PM
To: 'Antonia DePasquale'
Subject: RE: Housing Ordinance

Good afternoon Toni,

Thanks for your comments. I will combine this with the others and add to the record for the file.

Yes, the Council could ultimately choose to adopt all or part of the amendments. Yes, please send the link.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>
Sent: Friday, February 18, 2022 8:56 PM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Subject: Re: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good evening Nate, I was trying to be more supportive and open minded about the ordinance last night. The city of Spokane SEPA notifications are so transparent to the citizens, it is refreshing. In the valley notifications are the size of a piece of paper or found in the newspaper, so there are a lot of folks upset that there are so many apartments that happen so quick there.

Short term rentals folks hate them and they hate him with a passion, well 80% do, the 10-20% that are making a cash love them.

Is that piece of the ordinance to get a little more accountability, so we can do a moratorium or a reduction? At Friday Harbor (is where we are at right now ;-) there's a moratorium on them and they have to give a pretty high percentage to the San Juan Island Land Trust.

So when Council votes, can they vote on certain pieces of the ordinance? Because there are some pieces that I do support, having more housing opportunities for home ownership. And the parking in back I like! Less curb cuts so we can add more trees & green, I like!

I printed this out a couple months back, you may want to change the language highlighted, it makes it seem like duplexes are only rentals.

Making sure that you're in the know about the legislation Andy Billig is working on about developing on undeveloped space? If not, I can send you a link? We could add 40,000 residents to our downtown if there were more developments: high rise condo, retail, apartments, townhomes penthouse OK too!

Nov. 10, and joint Study Session with City Council on Thursday, Nov. 11.

The Housing Action Plan identified potential first steps necessary to address housing affordability. Following any code revisions, **residents could see new types of housing in their neighborhoods**. For example, one recommendation that could be included is the introduction of small-scale duplex development in areas where single-family houses are more common. A duplex is a building that contains primary homes for two families living independently on a single lot. **Additional duplex development would give renters more housing options, increasing overall supply in the community.** However, in allowing additional duplex development as part of this first phase of code changes, design standards and neighborhood compatibility will be taken into consideration.

In many established neighborhoods, the City expects little physical change on any given block. But on a larger scale and in growing neighborhoods, **the ability for additional owners or developers to choose to build duplexes, accessory dwelling units, and attached housing is part of a coordinated strategy to provide greater relief and economic opportunity** to residents facing

Sent from my iPhone

On Feb 9, 2022, at 1:47 PM, Gwinn, Nathan <ngwinn@spokanecity.org> wrote:

Good afternoon Toni,

Thanks for your message. I will add it to the public record for the file.

To respond to the question you asked about encouraging ownership, yes, the proposals are designed to work to provide more options for all incomes and both homeownership and rental tenancies. For example, the attached housing (townhouse) proposals involve the possibility of separate fee-simple ownership. Allowing more than two attached houses with a common wall, and potentially smaller attached houses, could be introduced together with the changes to allow duplexes in additional locations, advancing more ownership options for that kind of housing in all neighborhoods.

I am also looking forward to the discussion at the Land Use Committee next week.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>

Sent: Sunday, February 6, 2022 2:43 PM

To: Gunderson, Dean <dgunderson@spokanecity.org>; Gwinn, Nathan <ngwinn@spokanecity.org>; Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Greg Francis <gfrancis1965@yahoo.com>; Robert Flowers <mr_mouse@comcast.net>; Tanya Starkel <tanya@avenuestonerealestate.com>

Subject: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Council Members, President and interested parties. I hope all had a nice weekend.

In meeting with RNC, members last week, I received a couple follow up e-mails. We have a few concerns about the new proposed housing and infill ordinance:

We all know we need housing, but home/condo/duplex Ownership (not just a rental market) is critical for any community to thrive and get ahead.

Nate, are there any pieces in the ordinance that encourage home ownership (not just rentals)? I also look forward to hearing about the Design Standards proposed at Land Use meeting next Thursday, thank you for coming.

Personally, I am not interested in an ordinance that makes a few rental market investors from Wall Street richer (see link) and I ask that my Council members and President look into this aspect as well, thank you.

<https://youtu.be/cOEZ2Csxxu8>

Thank you for listening,
Toni Sharkey

Sent from my iPhone

Beck, Amanda

From: Beck, Amanda
Sent: Thursday, February 24, 2022 1:22 PM
To: Craig Hunt
Subject: RE: support for short term rentals

Hi Craig,

Thanks for your interest in the short-term rental code amendment and the [Shaping Spokane Housing](#) project. I will include your support for the short-term rental code change in the public comment record, which will be shared with Plan Commission at the public hearing.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. So, we're trying to come up with some additional draft code options that might address these concerns, and the interaction of short-term rentals and accessory dwelling units. Once we have additional options we would take them back to Plan Commission for a workshop before the public hearing process.

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
509-625-6414 | *main* 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Craig Hunt <craigthunt@gmail.com>
Sent: Tuesday, February 22, 2022 2:36 PM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: support for short term rentals

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Amanda,

I'm wondering if you have any updates regarding the proposed allowance for short term rentals in "all" zones? I'm supportive of the proposed change to the code, which would allow short term rental in areas where residential use is already permitted.

Thanks for your time,
Craig Hunt

From: [John Schram](#)
To: [Planning Services Development Code](#)
Subject: Short term rental reedback
Date: Wednesday, April 6, 2022 11:34:12 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please eliminate all short term rentals in Spokane County. This will immediately free up hundreds of rental units for those that wish to make/keep Spokane their permanent home. Let's employ basic economic principles to increase supply and keep housing in the affordability range. There is already adequate space in our existing hotel inventory for visitors.

John Schram

From: [Planning Services Development Code](#)
To: "Will Maupin"
Subject: RE: Shaping Spokane Housing Update Comments
Date: Friday, April 22, 2022 9:37:00 AM

Hello Mr. Maupin,

Thanks for your comment. I will add it to the public record for the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is tentatively scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced.

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Will Maupin <willmaupin@gmail.com>
Sent: Thursday, April 21, 2022 12:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing Update Comments

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, thank you for updating me on the updates to the city's approach to the housing crisis. What I see from the city is an approach. It's nothing close to a solution.

According to a report on KXLY last night, the average home price in Spokane County increased by \$30k over the past month. ONE MONTH. A friend bought a house on the lower south hill in 2018 for \$220k. Zillow estimates it could go for \$428k today. If \$220k was his max budget today, there are two homes currently listed in Spokane he could afford. Two.

This is a crisis. People who have lived in Spokane for most of their lives, who grew up here, can't afford to live here anymore. I had to re-sign my apartment lease this spring, and my rent increased by 50%. There is an old, cheap motel on 3rd that has been converted to studio apartments leasing for \$1,200+. If you earn the median income for the county, those apartments would take more than 30% of your total income. Respectfully, you can't continue farting around with phase 1.

The longer the city fails to accept this, the worse it will get. Look at the fringes of the city limits now, where development regulations are more lax. What's being built there? Totally unsustainable, completely car-dependent developments that look like the "multifamily housing midsize apartment building" on the graphic in the update, and that's well outside of phase 1.

Those won't even solve the problem, and on top of the help they do provide, they exacerbate other problems like traffic (have you tried getting around the Southgate neighborhood anytime between 2 and 6 p.m. lately?) and climate change. They're a two steps forward, one step back situation.

It's time for big and active change. In the update I saw the word "encourage" once, and it was about townhouses. The city is exploding, cost of living is skyrocketing, and the only thing you're going to "encourage" is a few more townhouses? You're going to "allow" duplexes in more zones? Cool. Go further. Encourage them, too. And then go further than that.

Change the comprehensive plan.

Make owning a surface parking lot in the city center (which looks like swiss cheese from all of those) less appealing than developing it into high density housing. "Encourage" high density urban housing.

Apply the principles of Vancouverism to the Centers and Corridors plan, and expand the plan. Then "encourage" it. In recent years we've seen buildings demolished on the Ruby/Division couplet and be replaced with things like a Panda Express and a sprawling gas station. Encourage density in places like that to the point it would be financially stupid for a developer to build one story nonsense.

Expand where airbnbs are allowed? Ban them all together.

I know there is more red tape and more bureaucratic hurdles to this process than I could ever understand. So I appreciate the fact that this process is underway at all. But I'm frustrated. I grew up here, I've spent almost my entire adult life here, and I can barely afford to stay. I have a good job, and earn good money. Two years ago, before the pandemic hit and this all blew up, I could've bought a good house in a nice neighborhood. The homes I looked at then are being listed now for literally hundreds of thousands of dollars more than they were just two short years ago. Spokane used to lose so many of its best people to bigger, more vibrant cities. Now it's going to start losing those who stayed to places they can afford, like the Tri-Cities or somewhere awful.

Thank you for your work, and know it is appreciated. But please, we need to go so much further.

- Will Maupin

From: [Planning Services Development Code](#)
To: [Gene Brake](#)
Subject: RE: Shaping Spokane Housing
Date: Tuesday, April 26, 2022 2:48:00 PM

Hi Gene,

Thanks for your comment. I will add it to the public record for all of the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced, and I have added the genebrake.re@gmail.com address to the contact list for notice of future opportunities.

Sincerely,

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Gene Brake <genebrake.re@gmail.com>
Sent: Friday, April 22, 2022 10:34 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I do not support several parts of Phase 1 of the Housing Action Plan. I oppose and will actively work against any effort to expand Short Term Rentals, allow ADUs without the owner occupancy requirement and include duplexes in all Residential zones unless there are some limitations.

All three of these proposals will negatively impact housing availability, promote additional escalating home prices and negatively impact neighborhoods by encouraging out of area investors.

All of these will exacerbate the housing shortage and lead to net loss of affordable housing and more homeless neighbors.

Thank you,
Gene Brake
www.genebrake.com

www.corbinpark.net

509-981-5555



601 W 1st Ave, Ste 1400
Spokane, WA 99201

"IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct."

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 12:44 PM
To: Beck, Amanda
Subject: Re: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks so much, Amanda.

I'm more than willing to contribute anything more if I can; I know this is challenging and efforts are being made to try to address many needs and concerns at once.

I have genuine concern that statements such as those made by Lori Kinnear and Breann Beggs in the recent Inlander article contribute to the public's perception that short term housing use is negatively impacting the local housing supply. Especially "affordable" housing, which is a topic that is in itself complex and I would venture to guess, most of the public does not understand in it's true definition as outlined by HUD.

I am also very concerned that our leadership seems ill-informed as well, and I am writing to Council President Beggs and Members Kinnear and Wilkerson, who are in my district, in an effort to provide my perspective as a small business and rental property owner.

Thank you for your work; I appreciate it as well as your communication.

Sincerely,
Joan

On Thu, May 12, 2022 at 12:29 PM Beck, Amanda <abeck@spokanecity.org> wrote:

Hi Joan,

Thank you for providing public comment in support of short-term rental code changes under the [Shaping Spokane Housing](#) project. These comments have been added to the public record, and will be included with the staff report to Plan Commission when a public hearing is scheduled.

You very thoughtfully lay out the complications of being a community landlord, and how the Covid pandemic impacted our housing market the past two years. We appreciate your perspective on this issue as we haven't heard as much on this topic from landlords.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. The City is working to come up with additional draft code options that might address these concerns. Once we have additional options we would take them back to

Plan Commission to workshop the language before the public hearing process. To help inform the workshop, we'll include comments received to date about short-term rentals to aid the Plan Commission in discussion on additional language.

Thanks for your investment and time as a landlord in Spokane.

Thank you,

Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 9:39 AM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, Amanda.

We are writing as property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing can occur or is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill. We also co-own one short term condo unit in a residential area. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. We are neither a solution to homelessness nor a threat to hotels.

Over the last years of the pandemic, property owners, particularly those of us who are small business owners and have a single apartment building with fewer than 10 units, have been hit very hard with the burden of supporting our citizens who are renters by keeping them housed and preventing more homelessness. The state's more than 20-month long rent moratorium, along with the post-pandemic RCW's governing how we may manage our property have left many of us with increased debt, damaged property, lost revenue, legal debt, and now, post-moratorium, the costs of repairing damaged units, or simply doing deferred maintenance on our property during a very high inflationary period. (This, of course, is one reason rents have gone up again...our cost of business has gone up as well.)

Allowing short term housing in a building such as ours that is currently zoned Commercial/RO, would have zero negative impact on our neighborhood, where the bulk of other buildings are also residential units (including one large SNAP apartment building across the street) and allow us to create even more positive impact. Unlike long-term rentals, short term housing allows us to better maintain our property, monitor the use and safety of our units, keep safety risks and damage to a minimum, and actually improve the surrounding neighborhood. We know what it takes to run our business and we feel we should have the ability to decide if short term units would help us, and how many we would need to incorporate in our building to gain that benefit.

Long term residential property management always has challenges, but became particularly difficult during the pandemic. 2 of 8 units in our building housed tenants who stopped paying rent, didn't apply for rent relief, damaged our property, and posed safety risks to others in the building and the construction workers employed on a building renovation next to our property. However, because of the prevailing state moratorium, we could not get an attorney to take our case in order to evict these tenants and even if we could have retained someone, we were told the timeline for the process would be very costly and take about 6 months if they were successful. (These were not frivolous cases; in one case, a gun was fired on two occasions on the property, and in the other, a worker was physically assaulted by our tenant, charges were pressed, and the police took the tenant to jail.) We lost other tenants in our building because of these 2 people, and when we finally were able to get the difficult tenants to vacate, we found thousands of dollars in damage in their units. (Including one broken brand new window; because of supply shortages, we had to wait 3 months just to receive the glass to repair it, which of course meant we had more lost revenue with an empty unit.) We were unable to recover any of the lost rent because the tenants moved, so we didn't qualify for any programs that were available for rent recovery. **This is just one story, but there are many like this from other owners as well.**

Short term housing can be a way for us to supplement our income to support our properties. I am not talking about drastically increasing our monthly personal income from this, I am speaking about the need for income to simply maintain and pay our bills in order to hold on to our property. Yes, down the road we hope this increased income will become a retirement income, but still very modest by many standards. But what crime is in that - that is, to be responsible for one's own future by maintaining a small, high-quality business?

The State and City continually characterize the disease of homelessness as one that residential rental property owners somehow are responsible for curing, and now the City Council is apparently getting lots of input from those who advocate for the unhoused that changing short term rules will create even more problems, and that it shouldn't be allowed or at least should be heavily restricted or taxed even more. Selecting an arbitrary number of allowed short-term rental units in a building, or increasing fees to implement short term housing in the same, suggests that those making the rules have any idea of the economics of owning and managing a property. The intent of the State, and now our City Council, to lay the burden of homelessness at our feet is unconscionable. This problem has been around and growing since the financial crisis of 2008. Even though Spokane offers an incredible number of support options for homeless individuals, the fact that the City hasn't, even with all the non-profits, been able to come up with viable, LONG-TERM solutions to this issue, is no reason to turn to small property owners to take this burden from them. And it is farce to believe that the problem simply stems from a lack of housing. Restricting short term rentals, and increasing costs for property owners who choose this option is NOT the solution to this complex problem. Recognition is never given to the positive advantages that good quality, long and short-term housing provides in our area.

As small business owners with rental property, we create local jobs. We hire local, independent cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also co-own one short term condo rental unit in a residential area, and we do the same for that business. And in all this, we also pay our utility bills, our mortgages, our property taxes and for the short term rental, our city lodging and business taxes. Anyone who thinks that small business owners are lining their pockets with this work, has either

never had the opportunity to talk with an owner or do this work themselves. I also challenge anyone to suggest that we tell grocery store owners, lawyers, retailers, restaurant owners or other small business owners that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing and legal representation, and therefore these business owners must take on the weight of this problem.

The need for shorter term housing is real; traveling professionals doing contract work, entertainers who come to present the Best of Broadway series, families going through divorce needing housing, persons traveling to Spokane for medical care or visiting loved ones in the hospital, small groups or families traveling together, and travelers coming to spend money on tourism activities in our city are just some examples of people who want and need housing options. Hotels do not provide for the needs of every group. **And for what it may be worth, the taxes short term operators pay to the City are not insignificant.** It is not easy work, but it is satisfying to provide quality housing, to represent our city well, and improve our neighborhoods by our investment in them. We are not the terrible people we are often made out to be in news stories, nor are we mega landlords or absentee owners. (However, many local owners who were forced to sell their small rental properties during the pandemic, did indeed sell to cash investors from out of town...another sad loss created by the State, by legally binding property owners to subsidize non-paying tenants while offering no immediate balance of relief to owners, resulting in property owners who could not pay their bills being forced to sell.)

So often, property owners are cast as terrible "landlords" or "slum lords" while the homeless are cast as victims who have only come to their sad fate through no fault of their own; this is unfair to both groups, as both are diverse groups of individuals with varied needs and desires. This "good people, bad people" dynamic is simply an old trope that doesn't stand up and it is frustrating to read newspaper stories that represent such simplistic images. Of course it sells papers and makes the City look good to continue to engage in these myths (the latest story in [The Inlander](#) and quotes by Council President Beggs and Council Member Lori Kinnear are perfect examples). But the truth is that limiting short term housing, or increasing costs to those of us small owners who want to engage in it, is not a solution.

Obviously, we are in favor of expanding and modernizing the rules of short term housing. Please recognize that this method of housing is needed, it is a help to small business owners like we are, it supports investment in our local community, and it fills a need that does not exist in long term housing or hotels.

The changes brought into play by the pandemic have and will continue to shape the way people live, and it would benefit our community to recognize the larger narrative of how and why that is happening, in order to recognize the value and opportunity available in expanding short term housing options. This needs to happen concurrent with, but not as a threat to devising real, long term solutions to this problem of under housed people. We feel sure there is enough intelligence and imagination in our community to make this happen in the form of a win-win situation.

Thank you for your work on these changes; in our two conversations with individuals in the City Planning Department, we are encouraged by the level of thoughtful, intelligent work that has been done by your department to move this issue forward.

Respectfully,

Joan and Craig Hunt

Spokane

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Friday, May 13, 2022 3:21 PM
To: Beggs, Breean
Cc: Kinnear, Lori; Wilkerson, Betsy; Beck, Amanda; Gardner, Spencer
Subject: Re: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning, President Beggs.

Thank you for your reply. I am in agreement that updating the short term rental policies is necessary and I appreciate that all voices will be considered and I look forward to a possible forum.

With regard to your statement about other people just like me who say they see larger impact to adjoining properties - I'm not exactly sure what you mean by "just like me" since I am a property owner and I'm guessing that those who may complain of negative impacts are **not** the owners/operators of short term housing? For my part I can, without a doubt, say that the quality of my experience as an owner, and the safety and quality of life in my building as it relates to those who live there have improved with the addition of shorter term guests. There hasn't been any increase in vehicle traffic or number of people in my building, but the quality of guests are professional, quiet, and there with a specific purpose. They are courteous, follow our house rules, and express appreciation for having pleasant accommodations that suit their needs.

The fact that there are many single-family unregistered/unlicensed properties is interesting; I agree it needs to be remedied. If they are operating in residential zones that already have a pathway for registration, then I believe they should be enforced and I hope that is one area that could potentially be addressed right away, even prior to code changes.

I would not have an issue registering if I were allowed to have a short term unit in my zone, and since I am currently doing a monthly rental, I treat it as I do the long-term leases. However, because of the structure of the platform, we do pay all applicable short-term housing taxes to the city. If those unregistered residences were paying comparable taxes, would those funds, along (with all the other revenue from short-term rentals) be available to put toward your affordable housing fund?

Thanks again for your reply; I know this is a mult-faceted issue and I hope the solutions can address the needs of all.

Joan

On Fri, May 13, 2022 at 7:51 AM Beggs, Breean <bbeggs@spokanecity.org> wrote:

Thanks so much Joan. We are attempting to gather all the feedback from as many stakeholders as possible to guide as as we do what is best for the entire City. Your well articulated perspective will be very helpful. Once we have an actual proposal on the table, we will also likely schedule some type of public engagement forum where we can hear from you and others in real time.

I do want to point out that the eviction moratorium imposed by the State expired last year and I don't see it coming back. The City Council also distributed tens of millions of dollars in rental assistance to landlords to mitigate some of the losses they experienced during that moratorium. I also don't see regulation of short term rentals as a solution for homeless individuals, because they need below market housing. I have heard many concerns from people just like you that short term rentals do pose larger impacts to adjoining properties than regular rentals; and, that the loss of market rate housing is making it more difficult for everyday families to find vacant rental housing.

Last I checked, there where almost 800 single family market rate residential units being diverted into short term rentals. Only a fraction of them where actually registered and licensed with the City. It seems appropriate to update our polices and enforcement and I look forward to your continued input.

Best,

Breean Beggs

From: Joan Hunt <craigandjoanhunt@gmail.com>

Sent: Thursday, May 12, 2022 3:54 PM

To: Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Subject: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Council President Beggs, and Council Members Kinnear and Wilkerson,

I am writing in response to the current conversation about changes to the City Code governing short term rentals and specifically to points brought up in the May 5, 2022 article in The Inlander, "Spokane may consider tweaking its Airbnb policy - if it can figure out what the current one is"

My husband and I are property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill in a Commercial/RO zoning. We have been told by City Planning that based on our zone, we can enter into leases of 30 days, but no less, so we have 2 units in our building that we have furnished and offer for extended stays and advertise through Airbnb. We also co-own one condo unit (for the last 9 months), in a residential area northwest of Kendall Yards that is currently a licensed short-term rental advertised through Airbnb. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. **We do**

our best to set our rents at rates that allow us to maintain our property, pay our mortgage and taxes, pay the professionals we have to hire to do work for us, pay our professional property management company, and create some reserve for unexpected expenses, but the economics of that do not make it possible for us to charge 'affordable housing' rates as defined by the local housing authority. So we don't fall into a category of those who, if they set up a short term rental, would be denying affordable housing by doing so.

In the 4 years we've owned the property, we have taken less than \$6500 a year from the property for personal income. In that same time, we have had to make improvements and updates to the interiors of every unit in our building as well as do roof repair and chimney repairs, replace all windows, siding, railings, stairs and decking, and prune large trees. This was because when we purchased the property from my dad's estate, he and my mom had provided low rental rates (if not officially "affordable housing"), for so long, that they could not manage to keep up with the severe needs of the building, and the deterioration and resulting costs for repair and maintenance were overwhelming. The same tenants who my mom would provide birthday cards and Christmas cakes for, told us they did not report maintenance issues for fear that "our rent would be raised", which is pretty frustrating to hear, but reveals a bit of a not-uncommon mindset that we've encountered with tenants. Two of these tenants lived in the building for more than 20 years each and when we took on the building, we were dismayed at the amount of damage that existed from tenant neglect. We have done this work because we care about it, we believe we are good at it, we enjoy contributing to the neighborhood, and hope that one day it supplements our income. However, if we have an opportunity to make our lives smoother by having the option of diversifying our mix of rental options, and that allows us more income, we would like to take it.

We are also among small property owners who sustained financial losses during the more than 20-month rental moratorium. Specifically we had 2 tenants who stopped paying rent, would not apply for assistance, posed physical threats to others in the building and to workers next door to our building, and whom we could not evict because even with "just cause", no attorney would take our cases during the moratorium. Even if they had, we were told it would be very costly, and because of state laws, would take 6 months or more to go through the process of eviction. When one of these tenants finally went to jail for assaulting a construction worker next door to our building, he decided to flee town after he was released so we got our apartment back. Our cost to repair damage to the unit was \$4000, we had to wait 3 months for the glass to replace a broken window so lost time to re-rent the unit, and the tenant left owing \$2400 in unpaid rent that we could not recover. The other tenant whose "friends" visited her often, and for whom the police and paramedics were called 3 separate times for drug overdoses, and who twice fired a gun on our property, was finally convinced by our property manager to move. She left damages that cost \$3500 to repair and unpaid rent in the amount of \$2200. Because of this one tenant's

behaviour and our inability to evict her, we lost 2 other good tenants, two of whom we let out of their leases without penalty because we also feared for their safety and in good conscience could not expect them to stay when we no longer had the ability to do what was needed to provide a safe environment.

This backstory leads to why we are supportive of opening up other zoning areas to shorter-term units; our property is already being used for residential purposes, it has no negative impact on the neighborhood, we can provide a needed housing opportunity, we have more control over who is in our property, we have the freedom to immediately remove anyone who poses a danger, we have the ability to keep our units maintained by being in them more frequently and cleaning them regularly, the rent money is guaranteed prior to occupancy, we don't have the problem of squatters, and the additional income helps us keep up with rising costs for maintaining our property. With regard to costs, as an example, over the past 4 years our cost to renovate a unit has more than doubled. In 2018 we paid \$22,000 to update a 65 year-old 1 bedroom unit and today it will cost us \$48,000. The economics of keeping up a property, while paying usual costs such as professional management, mortgage, utilities, taxes, and maintenance simply do not allow us to charge the 'affordable housing' rates desired for our underhoused population. If we supplement our long-term rates with the shorter-term ones, it eases our burden and gives us a path toward a more stable business model.

President Beggs, in the Inlander article, you suggest charging additional fees of \$15 per night for short term rentals to fund affordable housing "since these units are taking away affordable housing". How do you know if these units would be priced as affordable housing by the owners if they were long-term housing versus short-term? I am aware of at least 7 studio studio units downtown currently rent for \$1000/month with \$50/month utility costs. And, if someone has to park a car, the rates are \$100/month in lots next to these buildings. If I'm correct, these costs are not consistent with affordable housing. So to assert that all units downtown are going to be affordable housing seems incorrect. Additionally, some of these units that I'm aware of are in very old buildings that have had to have extensive renovation or remodeling work to bring them to code in order for them to be habitable. Especially with inflation and supply chain issues, this is currently extremely costly work. Based on my experience as a business owner, I would guess it is not possible to charge lower rent on these units and be able to justify doing the necessary work to create this housing.

Unless the article is incorrect, it sounds like you may be thinking that needed changes will affect only two categories of persons; "big corporate Airbnb's" and "small-time homeowners renting out their rooms". I am neither of those entities, and my property is not in the downtown core. So to limit my ability to discern what works economically for me in my 8-unit building on the lower South Hill, by creating an ordinance limiting my ability to operate one unit as a short term unit because I already co-own another short term unit across town doesn't address my needs, and seems completely arbitrary; I am curious to know on what economic facts are you basing this suggestion.

Further, Council Member Kinnear, you are quoted as saying "We have almost 800 Airbnbs around"... "almost the same number of homeless in our city". Perhaps this quote is not contextualized correctly, but it sounds like you are saying that short-term housing is the reason 800 persons are unhoused in Spokane. If so, it's hard to believe that anyone who had looked into homelessness and its complexities, and anyone who had talked with rental property owners would be able to make such a correlation. And I personally feel it's a very misleading statement and a disservice to anyone reading this article who really cares about the issues and is looking for guidance about how to take a position on it.

It's also interesting that there is rarely a mention of the fact that beyond "tourism", short-term housing provides a service for a segment of the population for whom hotel stays or long term rentals don't work. Traveling professionals, health-care workers on contract, persons traveling to Spokane for extended health care, or to attend to or visit family members in the hospital for extended time, families who need intermediate housing while in the process of divorce, professionals coming to Spokane to perform in productions such as the Best of Broadway series or youth sports events all need and want options other than hotels. Additionally, those of us who have decided to offer short term housing through Airbnb pay taxes that benefit the region and state, collected and disbursed by Airbnb. From the Airbnb Site:

Airbnb [collects and pays](#) a number of taxes on your (the owner's) behalf, including:

- *The Washington Combined Sales Tax*
- *Special Host/Motel Tax*
- *Convention and Trade Center Tax*
- *Regional Transit Authority Tax*
- *Tourism Promotion Area Charges in the State of Washington*

All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.

As small business owners who have long-term rentals as well as one short-term, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and

monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also pay our utility bills, our mortgages, our association dues and our property taxes. In our shorter term units, we provide a positive, high-quality, personal experience of Spokane hospitality which reflects well on our city. It is not necessarily always easy work, but it can be meaningful and satisfying.

Over the last 3 years, it seems like the intent of the State, and now our City Council, is to lay the burden of homelessness at our feet. In reality, this problem has been around and growing since the financial crisis of 2007-08, and the resulting fallouts from predatory lending activities have left long-lasting, complex and far-reaching problems that demand significant creativity, collaboration, and ongoing dedication to resolve for the long term. So expecting that private owners of residential rental property could suddenly have the power and responsibility to significantly impact this difficult issue is unfair and naive. Imagine trying to tell grocery store owners, restaurateurs, automobile sellers, lawyers, clothing retailers, or other small business owners who have something to offer the underhoused, that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing, transportation, or legal representation, and therefore these business owners must take on the weight of solving this problem in the way that property owners, especially over the last 3 years, have been asked to.

Please consider the long-term breadth of impact your decision making will have on varied members of this community. The changes brought into play by the historic housing crisis, and then the pandemic, have and will continue to

shape the way people live, work, and engage in community, and we benefit by recognizing the larger narrative of how and why changes are happening, in order to recognize the value and opportunity available in expanding short term housing options. I believe this can happen concurrently with, but not as a threat to devising real, long term solutions to this problem of under housed people, and that it can happen via a win-win situation.

Thank you for your service to our community, and for your willingness to look at this meaningful issue.

Sincerely,

Joan Hunt

From: [Planning Services Development Code](#)
To: [Karen Riley](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: AirBnB
Date: Monday, April 10, 2023 11:21:34 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Karen,

Thank you for providing public comment about the proposed [Short-term Rental changes](#).

The proposed changes are not meant to keep people from operating a short-term rental if they choose to. One of the main points is to update the code so that properties which are offering vacation rentals without the appropriate business license and permit, or in a zone that currently doesn't allow it, can come into compliance.

Short-term rentals do have an effect on the supply of long-term housing options in our city, but we know that people also use them to say, pay the construction loan for a detached accessory dwelling unit they've built or to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed.

Please feel free to reach out if you have any questions or further comments. We're also holding a virtual open house this week if you would like to join:

Thursday, April 13, 2023 from 5:30 – 6:30 p.m.

Participate via video link on your computer:

- [Join meeting on Microsoft Teams](#)
- Meeting ID: 296 703 689 75
- Password: umVE27

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Karen Riley <karenriley98@gmail.com>
Sent: Monday, April 3, 2023 3:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: AirBnB

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please consider that many people rent out a portion of their home for additional income. That is way different than purchasing a property for the exclusive use as an AirBnB.

From: [Planning Services Development Code](#)
To: [Liza Mattana](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: Airbnb, VRBO city policy discussion
Date: Monday, April 10, 2023 11:34:36 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Liza,

Thank you for providing public comment about the proposed [Short-term Rental changes](#). The City does charge for short-term rentals (STR), we require a business license and approval of a STR permit, and there is an annual renewal fee if you wish to continue the use. In our proposed changes we are increasing those to make sure we are covering costs.

Short-term rentals do have an effect on the supply of long-term housing options in our city, and we want to prioritize long-term rentals. We recognize that some property owners also utilize STRs to pay back the construction loan for a detached accessory dwelling unit, to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed. So, it's a fine balance of trying to limit the possible negative impact with the possible positive ability to fund new housing units or support existing residents.

Please feel free to reach out if you have any questions or further comments. We will record the open house and post the video on the project webpage (linked above) so you can watch it if you're interested.

And, your comment will be part of the public record once we go to public hearing with the Plan Commission and the City Council.

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

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From: Liza Mattana <lizamattana@gmail.com>
Sent: Saturday, April 8, 2023 7:29 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Airbnb, VRBO city policy discussion

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi

I won't be able to make this Thursday but wanted to provide comments

I think the city should charge fees for short term rentals. Not sure how, but i think it should be charged often enough or at a high enough rate that these kinds of rentals are discouraged. Priority for housing should be for city residents. if the impact of fees or taxes isn't felt, investors will buy up inventory further keeping housing out of reach for residents. fees would be used to help make housing more affordable in the city.

Also, another thought...Can the city charge fees to people that own houses in the city that are not their primary residence?? We live on 26th Ave just west of Bernard. On our block we have three houses that are largely unoccupied, except for a few days out of the year. One owner lives in Alaska, one in the west side of Washington and another in California. Can the city tax these properties? Then use the money to offset high rents or other ways to make housing more affordable. I think there is significant money to be gained to help folks. There are several homes, especially in our neighborhood on the south hill, that are unoccupied second, or even third and fourth homes.

Thanks for taking the time to read these comments. Hope it adds to the discussion.

Liza Mattana

453 W 26th Ave, Spokane, WA 99203

From: [deBit, Donna](#)
To: [yolanda Herr](#)
Subject: RE: Short Term Rental Code Updates - Housing Action Plan Ph. 2
Date: Monday, April 24, 2023 12:12:00 PM

Hi Yolanda,

Thanks for your comment. I'll add your comment to our record for the Short-Term Rental updates. Please feel free to reach out with any questions you may have in the future!

Thank you,



Donna deBit | Associate Planner | City of Spokane Development Services Center
 Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

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I will be on maternity leave beginning May 15th, 2023

From: yolanda Herr <louiesfarmhome@gmail.com>
Sent: Friday, April 21, 2023 11:25 PM
To: deBit, Donna <ddebit@spokanecity.org>
Subject: Re: Short Term Rental Code Updates - Housing Action Plan Ph. 2

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Have you ever thought that stricter laws to protect home owners would probably have people not be running g toward a short term rental. The current laws are ridiculous and it makes people who have worked hard not trust to rent out their home and help with what you call a problem. I had thus home as a rental but because of your laws they squatted...moved in people not on the lease caused me to spend thousands that I didn't have (law makers seem to think people with rentals are rich. Which is not true) to get them out. . I feel the state has taken their responsibility and pushed it off into rental owners . To allow someone to not pay rent fir half a year and not protect tge owner us horrible...now no one's wants to do this anymore and now you have a problem. Here is an idea make better laws to protect owners and you would not have this problem. There problem fixed. Your welcome!

On Fri, Apr 21, 2023 at 3:19 PM deBit, Donna <ddebit@spokanecity.org> wrote:

Good afternoon!

You're receiving this email because you have an active City of Spokane Short Term Rental Permit **OR** have had one in the past.

You've likely seen short-term rentals (e.g. Airbnb, VRBO) in the news nationally for their possible impacts on long-term housing supply. In response to how this alternative lodging option has grown in popularity, Planning staff have been working on changes to provide for the orderly and safe provision of short-term rentals in Spokane. **Short-term rentals** are residential units (e.g. bedrooms, basements, entire dwellings) that the property owner rents to a guest for periods of **less than 30 days**.

Currently, short-term rentals (STRs) are only allowed in residential areas of the city and require a permit, which ensures the STR is operated in a safe manner that does not significantly affect the residential nature of the neighborhoods. Operating STRs in non-residential zoning districts changes the building use to a hotel/motel.

What are the proposed changes under Shaping Spokane Housing? ([Click to read draft](#))

- Expand where STRs may be located – such as in the downtown core and other non-residential zoning districts. This creates a path to compliance for existing units operating without permits.
- Cap the number of units by structure type. Low-density residential structures (single-family detached homes, duplexes) are limited to one STR unit. Structures with three or more units in residential zones are limited to 20% of the total units being rented out as STRs, and in non-residential zones will be limited to 30% of the total units.
- Establish annual life safety inspections through the Fire Department and require a notarized Life Safety Compliance form for new or renewing permits.
- Permit fees are changing to match the proposed regulation updates:
 - STRs in residential zones will pay \$200 and \$100 for their annual renewal;
 - STRs in non-residential zones will pay \$300 and \$150 for their annual renewal

Existing STRs that have a current permit will be allowed to grandfather their existing units. Those grandfathered permits would not be allowed to add more units, and go further out of compliance with changed regulations, or if the STR use was stopped and a new permit obtained your property would be subject to the new provisions for unit caps. This provision is being added to the proposed changes following comments from public outreach (it is not included in the draft on the website as this is being newly added).

Please feel free to email DevelopmentCode@spokanecity.org with any questions related to the proposed changes, or visit our webpage at [HAP Phase 2 - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/HAP-Phase-2-City-of-Spokane-Washington)

Thank you!



Donna deBit | Associate Planner | City of Spokane Development Services Center

Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

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I will be on maternity leave beginning May 15th, 2023



Spokane Tribe of Indians
Tribal Historic Preservation Office
 P.O. Box 100 Wellpinit WA 99040

May 3, 2023

To: Amanda Black, Planner II

RE: Home Action Plan Code Changes Phase 2-Short Term Rentals

Ms. Beck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project, the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response we concur with recommendations made that the city is requesting "*housing action plan code changes phase 2 -short term rentals*", at this time I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

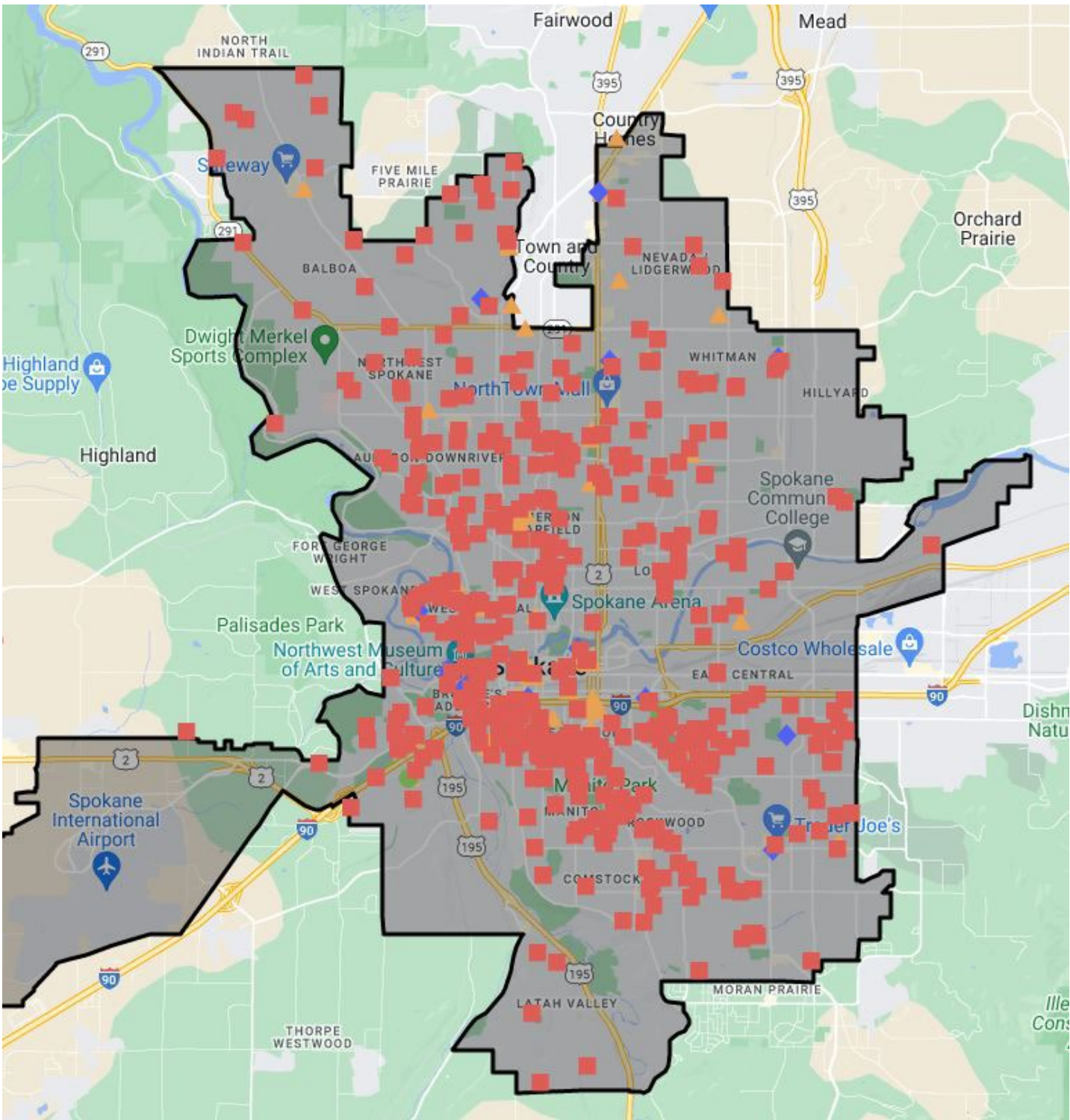
Should additional information become available or scope of work change our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson
 Tribal Historic Preservation Officer.
 Spokane Tribe of Indians



Short-term rentals active as of May 2, 2023
Total active listings: 648

NEIGHBORHOOD GOAL N 1 – THE DOWNTOWN NEIGHBORHOOD.

Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.

Neighborhood Policy N 1.1 – Downtown Development. *Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.*

Discussion: Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

URBAN DESIGN AND HISTORIC PRESERVATION GOAL DP 4 – DOWNTOWN CENTER VIABILITY.

Create a vital, livable downtown by maintaining it as the region's economic and cultural center and preserving and reinforcing its historic and distinctly urban character.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Discussion: Increasing the number of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more “eyes-on-the-street.” Supporting investments and opportunities is not only a benefit to developers and property owners, but to the general public as well, which can enjoy a safer, thriving business district.

ECONOMIC DEVELOPMENT GOAL ED 3 – STRONG, DIVERSE, AND SUSTAINABLE ECONOMY

Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

ECONOMIC DEVELOPMENT GOAL ED 8 – QUALITY OF LIFE AND THE ENVIRONMENT

Improve and protect the natural and built environment as assets that attract economic development opportunities and enhance the City of Spokane's quality of life.

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Discussion: Recreational and tourism business opportunities abound in the Spokane region because of the geographical location and abundance of lakes, streams, and mountains. The Spokane River and Spokane Falls, in particular, are key outdoor recreation and tourism resources for the city.

HOUSING GOAL H 1 – HOUSING CHOICE AND DIVERSITY.

Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. *Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.*

Discussion: Single-room occupancy (SRO) housing contains units for occupancy by one person. These units may contain food preparation areas, sanitary facilities, or both. Due to their small size, SRO units are less expensive to rent than regular apartments, so they often serve as the only affordable housing option for many lower-income individuals. Maintaining and increasing the supply of SRO housing is an important part of the lower-income housing market.

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING SHAPING SPOKANE HOUSING TEXT AMENDMENTS
TO SHORT-TERM RENTALS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Shaping Spokane Housing text amendments. The proposal amends the Unified Development Code (UDC) Chapter 17C.316, Short Term Rentals.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a housing element meeting the requirements of RCW 36.70A.070(2).
- B. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City, including the Implementation Plan included as Appendix A that outlines several strategies and policies to address short-term rental units in the City.
- C. The City's civic engagement contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use.
- D. Outreach and public communication began in November 2021, reaching nearly 400 residents, and included the following, among other community touch points:
 1. Presentations at the Land Use Subcommittee on November 18, 2021; February 17, 2022; and April 21, 2022;
 2. In-person booth at the Riverfront Park Winter Market on December 15 and 22, 2021;
 3. Presentation at Community Assembly on January 6, 2022;
 4. Presentation at Lincoln Heights Neighborhood Council on January 18, 2022;
 5. Virtual open houses on January 25 and 27, 2022;
 6. Presentation to the West Hills Neighborhood Council on April 12, 2022;
 7. Presentations at University District Development Committee and the West Hills Neighborhood Council on April 12, 2022;
 8. In-person booth at the Riverfront Park Spring Market on April 6, 13, 20, and 27, 2022;
 9. In-person open house on April 11 and a virtual open house on April 13, 2023; and
 10. Inclusion in the Community Assembly agenda packet for June 1, 2023.
- E. Public comment, as well as agency comments, received prior to the May 10, 2023, Plan Commission public hearing were included in the staff report as Exhibit D.

- F. On November 10, 2021, January 12, 2022, February 22, 2023, and April 26, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on draft language and public outreach, and review and evaluate with city staff alternatives to proposed text changes.
- G. On March 2, 2023, the Washington State Department of Commerce and appropriate state agencies received the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. On April 24, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to short-term rentals and the concurrent fee changes. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023. The Spokane Tribe of Indians issued comment noting project actions may require case by case cultural surveys.
- I. A legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023.
- J. The proposed text amendments were drafted and reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.
- K. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- L. The Plan Commission held a public hearing on May 10, 2023 to obtain public comments on the proposed amendments.
- M. During deliberations held on May 10, 2023, the Plan Commission voted to modify the proposed text in 17C.316.040.B concerning maximum number of short-term rental units permitted in structures in residential zones. Plan Commission directed staff to allow one or both dwelling units of a duplex to allow a short-term rental. Additionally, Plan Commission directed staff to strike text noting that a short-term rental in an accessory dwelling unit counts towards the maximum short-term rental units permitted. The motion passed unanimously.
 - 1. For the corresponding regulation of maximum short-term rental units in non-residential zones, Plan Commission directed staff to similarly allow one or both units of a duplex to have short-term rental units, and to strike text counting a short-term rental unit in an accessory dwelling unit towards the maximum allowed. This motion passed unanimously.
- N. During deliberations the Plan Commission indicated the preference to remove residential appearance requirements that would require no internal or external alterations that could make a residential structure less residential in nature, instead allowing that to be governed by other sections of the Spokane Municipal Code and directed staff to remove this language. The motion passed unanimously.

Findings of Fact, Conclusion, and Recommendation
Shaping Spokane Housing Text Amendments to
Short-term Rentals

1. The corresponding requirement about maintaining the residential nature of a structure was removed for short-term rental units in non-residential zones as well, with Plan Commission noting that such changes would not be impactful in zones that are not residential in nature. The motion passed unanimously.
- O. During deliberations the Plan Commission discussed the proposed notification requirement for short-term rentals in non-residential zones. Given that in the Downtown Core zone, and other zones where lots may be part of a condominium plat or very small, notification to adjacent property owners was deemed onerous on applicants. Plan Commission directed staff to remove the short-term rental notification requirement for permits in non-residential zoning districts. The motion passed unanimously.
 - P. Except as otherwise indicated in the above findings, the Spokane Plan Commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
 - Q. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the text amendments to short-term rentals:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and non-residential zoning districts.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.
5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted Shaping Spokane goals and policies:
 - a. Neighborhood Goal N 1 – The Downtown Neighborhood;
 - b. Economic Development Policy ED 3.10 – Downtown Spokane;
 - c. Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers;
 - d. Economic Development Policy ED 8.3 – Recreation and Tourism Promotion;
 - e. Housing Goal H 1 – Housing Choice and Diversity;
 - f. Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.

RECOMMENDATION:

In the matter of the ordinance pertaining to short-term rentals, amending the Unified Development Code of the City of Spokane;

As based on the above listed findings and conclusions, the Spokane Plan Commission takes the following actions:

1. By a unanimous vote, recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Chapter 17C.316, Short Term Rentals.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Greg Francis

[Greg Francis \(May 18, 2023 21:29 PDT\)](#)

Greg Francis, President
Spokane Plan Commission

May 18, 2023

2023-05-10_PC Findings and Conclusions_STRs

Final Audit Report

2023-05-19

Created:	2023-05-18
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-8P6Ne4-8E93aJONRYIQ9dS04enxxdCI

"2023-05-10_PC Findings and Conclusions_STRs" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2023-05-18 - 3:54:33 PM GMT- IP address: 174.165.162.230
-  Document emailed to gfrancis@spokanecity.org for signature
2023-05-18 - 3:54:59 PM GMT
-  Email viewed by gfrancis@spokanecity.org
2023-05-19 - 4:28:17 AM GMT- IP address: 73.225.178.203
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis
2023-05-19 - 4:29:56 AM GMT- IP address: 73.225.178.203
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)
Signature Date: 2023-05-19 - 4:29:58 AM GMT - Time Source: server- IP address: 73.225.178.203
-  Agreement completed.
2023-05-19 - 4:29:58 AM GMT



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/5/2023
Clerk's File #	ORD C36400
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	LUIS GARCIA 625-6850
Contact E-Mail	LGARCIA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	ORDINANCE RELATED TO TITLE 16A (TRANSPORTATION)

Agenda Wording

Ordinance related to Title 16A. Since 2021, there have been changes at the state level in the Revised Code of Washington (RCW) related to parking that either, 1) should be incorporated in our local code, or 2) requires changes to the current code.

Summary (Background)

This ordinance adds code for EV charging station parking violations and associated penalties. It also extends the period of time to respond to a parking ticket. The ordinance cleans up language related to restructuring and parking system updates that have occurred the last two years in the code and fee schedule. It also adds back a fee that was inadvertently taken out in 2021 and needed added back.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$ 0		# 1460
Select \$		#
Select \$		#
Select \$		#

Approvals

Dept Head	GARCIA, LUIS
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	6/5 - Public Safety and Community Health
Council Sponsor	CM Zappone & CM Kinnear
Distribution List	lgarcia@spokanecity.org; hdelaney@spokanecity.org; cgoe@spokanecity.org; eolsen@spokanepolice.org; cmanderson@spokanepolice.org; mmuramatsu@spokanecity.org; tszambelan@spokanecity.org; rheimbach@spokaneairports.net; mwilliams@spokanecity.org; jray@spokanecity.org;

Additional Approvals

Purchasing

		awillis@spokanecity.org;
		korlob@spokanecity.org

ORDINANCE NO. C36400

AN ORDINANCE relating to parking municipal codes amending SMC sections 08.02.083, 16A.04.100, 16A.05.060, 16A.05.220, 16A.05.280, 16A.05.310, 16A.05.460, 16A.07.040, 16A.07.080; and adding new section 16A.05.155 to chapter 16A.05 of the Spokane Municipal Code and setting an effective date.

WHEREAS, the City is adding the fee for an annual golf cart registration decal which was repealed in 2021, and;

WHEREAS, the Spokane Parking Fee Schedule is being updated for 2023, and;

WHEREAS, definitions related to Electric Vehicle Charging Stations are being added and the other definitions are being updated, and;

WHEREAS, the time to respond to a notice of violation has increased at the state level and must be changed at our local level, and;

WHEREAS, Washington state and Gov Jay Inslee are making EV charging stations and the transition to new Zero Emission Vehicles a priority as well as being carbon neutral by 2050, and;

WHEREAS, state code related to Electric Vehicle Charging Stations needs added to our municipal code, --- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.083 is amended to read as follows:

Section 08.02.083 Fees & Charges

A. Fees for services related to parking provided through the City of Spokane's (~~Development Services Center,~~) Code Enforcement and Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in [Title 16A SMC](#) or state statute shall be posted under the [City of Spokane Parking Fee Schedule](#) as established by City Council resolution. The City of Spokane Parking Fee Schedule shall be posted on the City's website.

B. The Parking Manager shall review and update the [City of Spokane Parking Fee Schedule](#) and bring it to City Council for approval on an annual basis.

C. Paid Parking Zone Rates.

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane. Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of at least eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of

the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.

2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The parking manager shall set the time limit of each parking zone, consistent with achieving the at least eighty-five percent target utilization rate, based upon parking occupancy data and community input.

3. Parking rates to be charged at parking payment devices, for parking in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the Parking Manager determines are pertinent.

4. The Parking Manager is authorized to set parking rates up to the "Maximum Hourly Rate" of \$3.00 per hour as set forth on the [City of Spokane Parking Fee Schedule](#). When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" of \$0.50 per hour as set forth on the City of Spokane Parking Fee Schedule.

5. The Parking Manager shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of at least eighty-five percent.

6. The Parking Manager may adjust the parking fee by increments no larger than fifty cents per hour.

7. Parking rates may be adjusted no more frequently than twice per fiscal year.

8. Current parking rates shall be posted to the City's website.

D. Golf Cart Registration Decal.

The fee for an annual golf cart registration decal is fifty dollars.

Section 2. That the City of Spokane Parking Fee Schedule is amended to read as follows:

Section 08.02.083 Fees & Charges

City of Spokane Parking Fee Schedule
(FY 2022)

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at https://my.spokanecity.org/parking/
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		

Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work	\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station	
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)	\$0.00	
Administrative Fees		
Fee per vehicle added to the Scofflaw List	\$25.00	
Immobilization	\$50.00	
Replacement Permit Decal	\$15.00	
Permits		
Commercial Loading Zone Permit – Annual	\$100.00/vehicle	
Commercial Loading Zone Permit – Single Day	\$15.00/vehicle	
Downtown Residential Parking District Permit - Monthly	\$25.00 /vehicle	
Parking Space Reservation Permit	\$25.00 per permit + cost of lost paid parking revenue per space per day	
Temporary Parking Permit	\$15 per day + cost of lost paid parking revenue	
Special Loading Zone – Commercial	Day - \$15.00	
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00

Violation	Spokane Municipal Code Reference	Initial Fine
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
<u>Electric Vehicle Charging Station – No Stopping/Standing/Parking While Not Connected To Charging Station</u>	<u>16A.05.155</u>	<u>\$124.00</u>
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00

Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12” of the Curb	16A.05.290(A)	\$45.00
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Violation	Spokane Municipal Code Reference	Initial Fine
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs	16A.05.350(A)	\$45.00

Prohibit		
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30’	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30’	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00

Violation	Spokane Municipal Code Reference	Initial Fine
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00

Section 3. That SMC section 16A.04.100 is amended to read as follows:

Section 16A.04.100 Definitions

A. Alley.

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. Charging Session.

An event starting when a user or a vehicle initiates a refueling event and stops when a user or a vehicle ends a refueling event (RCW 19.94.010)

~~((C.))~~ D. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

~~((D.))~~ E. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

~~((E.))~~ F. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

~~((F.))~~ G. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

H. Electric Vehicle.

Any vehicle that operates, either partially or exclusively, on electrical energy from (the grid or) an off-board source, that is stored on-board for motive purpose. Includes any one of the following:

1. A "battery electric vehicle," any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.

2. A "plug-in hybrid electric vehicle (PHEV)," an electric vehicle that a) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; b) charges its battery primarily by connecting to the grid or other off-board electrical source; c) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and 4) has the ability to travel powered by electricity

3. A "neighborhood electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 C.F.R Sec. 571.500.

4. A "medium-speed electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500.

I. Electric Vehicle Parking Space.

Any signed parking space that identifies the use to be exclusively for the parking of an electric vehicle.

J. Electric Vehicle Service Provider.

The entity responsible for operating one or more networked or nonnetworked electric vehicle supply equipment. Operating includes but is not limited to: Sending commands or messages to a networked electric vehicle supply equipment; receiving commands or messages from a networked electric vehicle supply equipment; or providing billing, maintenance, reservations, or other services to a nonnetworked or networked electric vehicle supply equipment. An electric vehicle service provider may designate another entity to act as the electric vehicle service provider for purposes of this chapter. A state agency, an electric utility as defined in RCW 19.405.020, or a municipal corporation as defined in RCW 39.69.010 is considered an electric vehicle service provider when responsible for operating one or more publicly available electric vehicle supply equipment. (RCW 19.94.010)

K. Electric Vehicle Supply Equipment.

The unit controlling the power supply to one or more vehicles during a charging session (including, but not limited to, level 2 electric vehicle supply equipment and direct current fast chargers). (RCW 19.94.010)

((G-)) L. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

((H-)) M. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

((I-)) N. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

((J-)) O. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle (~~SMC 16A.04.100(R)~~ [SMC 16A.04.100](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

((K-)) P. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

((L-)) Q. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

((M-)) R. Parking Holidays.

Except for (~~metered~~) parking spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated

by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Juneteenth, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

((N-)) S. Parking Manager.

The Director of ((Development Services Center,)) Code Enforcement and Parking Services or their designee.

((O-)) T. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

((P-)) U. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

((Q-)) V. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

((R-)) W. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

((S-)) X. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

((T-)) Y. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

~~((U.))~~ Z. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

~~((V.))~~ AA. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

~~((W.))~~ AB. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

~~((X.))~~ AC. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

~~((Y.))~~ AD. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

~~((Z.))~~ AE. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

~~((AA.))~~ AF. Temporary No Parking Zone

- A. 1. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), ~~((meter bag(s)))~~ meter cover(s) or other devices approved by the Parking Manager.
- B. 2. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

~~((AB.))~~ AG. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;
2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter; and,
4. A golf cart.

Section 4. That SMC Section 16A.05.060 is amended to read as follows:

Section 16A.05.060 Commercial Loading Zones

A. No person shall stop, stand, or park a vehicle except an authorized commercial vehicle as defined in ((16A.04.100(D))) [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the Parking Manager during the hours indicated on the signs marking the zones.

B. No person shall stop, stand, or park an authorized commercial vehicle as defined in ((16A.04.100(D))) [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the Parking Manager in a signed commercial loading zone for any purpose or length of time other than active and expeditious loading and unloading. In no case shall the stopping, standing, or parking exceed thirty minutes.

Section 5. That SMC Section 16A.05.220 is amended to read as follows:

Section 16A.05.220 Junk Vehicle

No person shall park a junk vehicle, as defined in ((SMC 10.16.010(F))) [SMC 10.66.010](#), upon any public right-of-way.

Section 6. That SMC Section 16A.05.280 is amended to read as follows:

Section 16A.05.280 Paid Parking Zone – Payment Required

A. No person shall stop, stand, or park a vehicle in a parking space regulated by a parking payment device, up to the maximum legal parking time, unless:

1. Valid payment has been made at a parking payment device;
2. Required information has been correctly provided, such as zone number, parking space or meter number, or vehicle information including license plate number and state; and,
3. Payment is made immediately.

a. The prohibitions of this Section shall not apply to:

- i. The act of parking; and,

- ii. The necessary time required to activate the time on a parking payment device.

B. The restrictions of this Section shall not apply on legal parking holidays as defined in (~~(SMC 16A.04.100(M))~~) [SMC 16A.04.100](#) except where otherwise indicated on the parking payment device or posted signage on the block face, or portions thereof, or for individual parking spaces.

Section 7. That SMC Section 16A.05.310 is amended to read as follows:

Section 16A.05.310 Parking Time Limited

- A. No person shall stop, stand, or park a passenger vehicle, as defined in (~~(SMC 16A.04.100(R))~~) [SMC 16A.04.100](#), for a continuous seventy-two (72) hour period on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone (~~((SMC 16A.04.100(K)))~~) ([SMC 16A.04.100](#)), unless a City-approved posted sign provides a shorter period of time.
- B. No person shall stop, stand, or park any non-passenger vehicle (NPV), as defined in (~~(SMC 16A.04.100(J))~~) [SMC 16A.04.100](#), for longer than twenty-four (24) continuous hours for loading or unloading on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone (~~((SMC 16A.04.100(K)))~~) ([SMC 16A.04.100](#)), unless a City-approved posted sign provides a shorter period of time.
- C. No person shall stop, stand, or park a vehicle for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City located within the Paid Parking Zone as identified in (~~(SMC 16A.04.100(K))~~) [SMC 16A.04.100](#), unless a City-approved posted sign or parking payment device indication provides a shorter period of time.
- D. Where parking time is limited as indicated on a parking payment device or by posted signage, no person shall stop, stand, or park a vehicle beyond the maximum time allowed, irrespective of any payment made.
 - 1. Where the parking time limit is greater than 30 minutes, no person shall stop, stand, or park a vehicle on the same block face beyond the maximum time allowed, irrespective of any payment made, and are required to move off of the block face until the next calendar day.

Section 8. That SMC Section 16A.05.460 is amended to read as follows:

Section 16A.05.460 Temporary No Parking Zone

No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established as defined in (~~(16A.04.100(AA))~~) [SMC 16A.04.100](#).

Section 9. That SMC section 16A.07.040 is amended to read as follows:

Section 16A.07.040 Failure to Comply with Notice of Violation

~~((If no response or payment is made within fifteen calendar days of the date of the issuance of the notice of infraction, the))~~ A failure to respond or pay the notice of infraction by the day the response is due will result in Spokane Municipal Court ~~((will attach))~~ assessing additional penalties to the infraction as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), including a notice to Washington State ~~((department))~~ Department of ~~((licensing))~~ Licensing as provided in RCW 46.16A.120~~(3)~~, and ~~((may pursue))~~ pursuing any other remedies as provided by law.

Section 10. That SMC Section 16A.07.080 is amended to read as follows:

Section 16A.07.080 When a Vehicle May Be Impounded After Notice

A vehicle not subject to impoundment under [SMC 16A.07.070](#) may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of twenty-four (24) hours prior to such impoundment, for the following reasons:

- A. When the vehicle has been parked for a continuous twenty-four (24) hour period on any one block face within any Paid Parking Zone. ([SMC 16A.05.310\(C\)](#))
- B. When the vehicle has been parked for a continuous seventy-two (72) hour period on any one block face within any area not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(A\)](#))
- C. When the non-passenger vehicle has been parked for a continuous twenty-four (24) hour period on any one block face not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(B\)](#))
- D. When the vehicle is a “junk vehicle” as defined in ~~(([SMC 10.16.010\(F\)](#)))~~ [SMC 10.66.010](#) and is parked on a street, alley, or way open to the public, or on City or other public property. ([SMC 16A.05.220](#))

Section 11. That there is adopted a new section 16A.05.155 to Chapter 16A.05 of the Spokane Municipal Code to read as follows:

Section 16A.05.155 Electric Vehicle Charging Stations

- A. No person shall stop, stand, or park a vehicle other than an electric vehicle as defined in SMC 16A.100, within any space marked or signed as reserved for “electric vehicle parking while charging only.”

- B. No person shall stop, stand or park a vehicle in a parking space served by publicly available electric vehicle supply equipment if the vehicle is not connected to the charging equipment (RCW 46.08.185 (2))

DRAFT



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/14/2023
Clerk's File #	ORD C36401
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	NICOLETTE 6711 OCHEL TREE
Contact E-Mail	NOCHELTREE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - SALES AND USE TAX FOR HOUSING AND HOUSING-RELATED SERVICES

Agenda Wording
 An Ordinance relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code (SMC) Sections 08.07C.030 and 08.07C.050.

Summary (Background)
 In 2020, the Washington state legislature enacted HB1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related services. With the passage of ORD No. C-35982, in 2020, the City enacted a new chapter 08.07C of the SMC, and adopted the 0.1% sales and use tax. Amendments to sections of that Chapter are now being proposed based on feedback from Council Members and the Housing Action Subcommittee.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	UE 06/12/2023
Division Director		Council Sponsor	CP Beggs & CM Wilkerson
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor		nocheltree@spokanecity.org	
Additional Approvals		cwright@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Nicolette Ocheltree
Contact Email & Phone	nocheltree@spokanecity.org X6711 or 509.828.0522
Council Sponsor(s)	Council President Beggs; Council Member Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	Sales and Use Tax for Housing and Housing-Related Services
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>An ordinance relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code (SMC) Sections in Chapter 08.07C.</p> <p>In 2020, the Washington state legislature enacted HB1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related services. With the passage of ORD No. C-35982, in 2020, the City enacted a new chapter 08.07C of the SMC, and adopted the 0.1% sales and use tax. Amendments to sections of that Chapter are now being proposed based on feedback from Council Members, the Housing Action Subcommittee, and the rapidly changing developments in affordable housing.</p>
Proposed Council Action	<p>Urban Experience on June 12th</p> <ul style="list-style-type: none"> - Move out of committee with 2 sponsors <p>City Council Meeting June 26th</p> <ul style="list-style-type: none"> - First Reading <p>City Council Meeting July 10th</p> <ul style="list-style-type: none"> - Final Reading/Council Vote
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 1590	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? It would help expedite the construction of affordable housing and housing related services	
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?	
Racial Impact Assessment Tool and any other methods traditionally used by CHHS for other affordable housing funding sources	

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

By CHHS with regular updates to the Housing Action Subcommittee and City Council

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?

It does not conflict with any policies and or plans.

ORDINANCE NO. C36401

AN ORDINANCE relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code (SMC) Sections 08.07C.030 and 08.07C.050.

WHEREAS, Spokane is experiencing historically low rental vacancy rates, rising average rents, and increasing median home prices which are outpacing gains in the median household income in Spokane, increasing the housing cost burden on many households and putting homeownership increasingly out of reach for households with incomes at or below the area median income; and

WHEREAS, in addition, we recognize that in Spokane, as in many communities around the country, housing and land use policy has historically discriminated against people of color in many ways, which has had the effect of lower home ownership rates, diminished wealth-building ability, and poorer health and educational outcomes for people of color in Spokane; and

WHEREAS, the housing market is complex and in the necessarily multi-pronged approach to the crisis in housing affordability in Spokane, one of the most effective methods is to increase the supply of housing, both rental and owner-occupied, at all price points; and

WHEREAS, Spokane's crisis of affordable housing is shared state-wide, and in response, the Washington state legislature in the 2020 session enacted House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services; and

WHEREAS, Spokane County had the first opportunity to enact such a sales and use tax until September 20, 2020, until which time the City would not have had the authority to enact such a tax, and Spokane County did not do so; and

WHEREAS, with the passage of ORD No. C-35982 on November 30, 2020 the City enacted a new chapter 08.07C of the Spokane Municipal Code, and adopted a 0.1% sales and use tax for the construction and acquisition of affordable housing and the provision of housing-related supportive services, and imposed a sunset date at which the tax could be discontinued or reauthorized, and established an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from this tax and periodically report on the effectiveness of chapter 08.07C; and

WHEREAS, creating a locally-controlled source of revenue is vital for the development of innovative ways to build and acquire more housing in Spokane with the primary goal of home ownership, maintain and rehabilitate existing housing to allow lower-income families to remain in their homes, provide the types

of services that vulnerable people and people who are at risk of homelessness need, increase the number of people in Spokane who are homeowners through a variety of measures such as subsidizing the City of Spokane application fees, building fees, and hook-up fees for homes with an attainable retail price at or below an 60% medium family income; supporting the development of more affordable housing types with down payment assistance, the formation of a land trust, land bank, cooperative housing, and other innovative housing solutions; and help ensure people in Spokane are at lower risk of homelessness; and

WHEREAS, all funding decisions made concerning the funds derived from this chapter shall include broad equity considerations to ensure that people who currently face housing discrimination and populations that have historically faced discrimination in housing markets or as the result of housing policy are well-represented in the process of making funding determinations.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.07C.030 SMC is amended to read as follows:

Section 8.07C.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 ~~((sixty percent (60%)))~~ seventy-five percent (75%) of the revenue collected under this chapter 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 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 ~~((mental and))~~ 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:

- 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. 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. 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. 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. 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. No more than two and one-half percent (2.5%) 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 2. That Section SMC is amended to read as follows:

Section 08.07C.050 Funding Process

- A. No later than June 1 of each year following the effective date of this section, applications for construction, rehabilitation, or acquisition project funding shall be due for award in the following year. The construction of such projects shall commence within twenty-four (24) months of the award date.
- B. No later than May 1 of each year following the effective date of this section, applications for housing-related services funding shall be due for award beginning October 1 of each year. Such service contracts shall be no longer than twenty-four (24) months in duration.
- C. ~~((The sub-committee))~~ At least one (1) individual that serves on the Housing Action Subcommittee, one (1) individual that serves on the Equity Subcommittee, one (1) individual who represents impacted communities, and one (1) individual who serves on the CHHS Board, with the assistance of appropriate Administration and Council staff, shall receive and review all applications, and shall conduct such investigation and information-gathering as it deems appropriate in order to become fully knowledgeable concerning all applications.
- D. When making its recommendations for housing construction funding and housing related services, the sub-committee shall give priority to applications which meet the following goals:
 - 1. Constructing mixed-use housing;
 - 2. ~~((Locating housing in designated Centers and Corridors))~~ Constructing new units of affordable housing.
 - 3. Creating permanently affordable housing, defined as maintaining affordability for households earning up to 60% of AMI for at least forty (40) years for rental housing and for at least twenty-five (25) years for owner-occupied housing;
 - 4. Addressing the racial wealth gap through increasing homeownership for populations that have historically been subject to discrimination in housing markets or housing policy;
 - 5. Locating housing near public transit lines, preferably within ~~((1/8))~~ 1/4 mile of a high-performance transit line;

6. Distributing attainable housing throughout the City, in a variety of neighborhoods and in closer proximity to services such as parks and open space, schools, and grocery stores ~~((services))~~;
 7. ~~((Using universal design to create a sufficient number of))~~ Constructing units that are safe and accessible, regardless of age, physical ability or stature; and
 8. ~~((Creating))~~ Constructing units that use less net energy and require less maintenance in order to reduce long term costs of ownership.
 9. Projects which include anti-displacement strategies;
 10. Constructing new units of affordable housing that would be shovel ready within 6 months and/or move-in ready within 18 months.
 11. Constructing new units of affordable housing that allow for occupant homeownership, rent-to-own leases, or cooperatively-owned multi-family projects.
- E. With the assistance of the appropriate Administration and Council staff and input from the City of Spokane Community, Housing and Human Services Board, the sub-committee shall make an initial written finding as to whether each application complies with the requirements of this chapter and include that finding with those project applications it recommends for approval, and shall forward such findings and the complete application file to the City Council or a standing Council committee, consistent with such process the Council shall determine by resolution, for its review.
- F. For each project application referred to a standing Council committee, if the standing Council committee agrees, by majority vote of the members present, with the sub-committee's recommendation, the standing committee Chairperson shall forward each such project application, along with the sub-committee's written findings, to the full City Council for consideration on its regular legislative agenda.
- G. Any funding awarded under the authority of this chapter shall be administered by the appropriate department of the City administration, and funding recommendations must take into account the historic performance of the applicant, both in the construction and the maintenance of housing.
- H. Any programs or projects awarded funding under the authority of this chapter must include a requirement of at least quarterly updates to Council on the status of the program or project including but not limited to any changes in the estimated date of completion, number of units constructed, and number of persons served. Once the project or programs are completed, a final update must be given to Council before the regular quarterly meetings are no longer required.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

SALES AND USE TAX FOR AFFORDABLE HOUSING + HOUSING-RELATED SERVICES



HB 1590

RCW 82.14.530

The Washington State legislature, in the 2020 session, enacted House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services

ORD C-35982

SMC 08.07C

November of 2020 Spokane City Council passed ORD C-35982 enacting Chapter 08.07C of the Spokane Municipal Code titled Sales and Use Tax for Housing and Housing-Related Supportive Services.

RCW 82.14.530

A minimum of sixty percent must be used for the following purposes:

- Constructing or acquiring 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
- Constructing or acquiring behavioral health-related facilities, or acquiring land for these purposes; or
- 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.

RCW 82.14.530

The affordable housing and facilities providing housing-related programs may only be provided to persons at or below 60% AMI and a member of one of the following groups:

- Persons with behavioral health disabilities
- Veterans
- Senior citizens
- Persons who are homeless or at-risk of being homeless,
- Unaccompanied homeless youth or young adults
- Persons with disabilities
- Domestic violence survivors.



CITY of SPOKANE 2023 AHP PROGRAM INCOME AND RENT LIMITS

HOME, 1406/1590



SOURCE: HUD
 MSA: SPOKANE, WA
 EFFECTIVE DATE: JUNE 15, 2023
 FY 2023 MEDIAN INCOME: \$89,000

2023 INCOME LIMITS

		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
AREA MEDIAN INCOME	(100% AMI)	62,300	71,200	80,100	89,000	96,200	103,300	110,400	117,500
LOW-INCOME	(80% AMI)	49,850	57,000	64,100	71,200	76,900	82,600	88,300	94,000
PROJECT SPECIFIC	(60% AMI)	37,380	42,720	48,060	53,400	57,720	61,980	66,240	70,500
VERY LOW-INCOME	(50% AMI)	31,150	35,600	40,050	44,500	48,100	51,650	55,200	58,750
PROJECT SPECIFIC	(40% AMI)	24,920	28,480	32,040	35,600	38,480	41,320	44,160	47,000
PROJECT SPECIFIC	(35% AMI)	21,800	24,920	28,030	31,150	33,670	36,150	38,640	41,120
EXTREMELY LOW-INCOME	(30% AMI)	18,700	21,400	24,050	26,700	28,850	31,000	33,150	35,250

2023 RENT LIMITS

	SRO●	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM	6 BEDROOM
FAIR MARKET RENT (FMR)**	609	812	926	1198	1703	1987	2285	2583
30 OF 65 RENT (HIGH HOME RENT)		*812	*926	*1198	1470	1621	1770	1919
30 OF 60 RENT		*812	*926	*1198	1389	1549	1709	1869
30 OF 50 RENT (LOW HOME RENT)		778	834	1001	1157	1291	1424	1557
30 OF 40 RENT		623	667	801	926	1033	1139	1246
30 OF 35 RENT		545	584	700	810	903	997	1090
30 OF 30 RENT		467	501	601	694	775	855	934

PROPOSED CHANGES:

- Adds language that makes the SMC consistent with the RCW
- Changes the 60% minimum to 75%
 - 75% for **NEW** units of Affordable Housing
 - 25% for Programs + Services to support Housing Stability
- Creates additional priorities for:
 - Gap and seed funding for the constructing **new** units of affordable housing
 - Especially those that allow for occupant homeownership, rent-to-own leases, and cooperatively owned multi-family projects
 - Housing within 1/4 mile of transit (**opposed to 1/8 mile**)
 - Project readiness:
 - Shovel ready within 6 months
 - Move-in ready within 18 months
 - Anti-Displacement Strategies

PROPOSED CHANGES:

- RFP Scoring Committee
 - At least one member of the Housing Action Subcommittee
 - At least one member of the Equity Subcommittee
 - At least one member of the CHHS Board
 - At least one member with lived experience/impacted community member
- Quarterly updates on the status of projects + programs awarded 1590 funds
 - Including but not limited to:
 - Name and location of projects + programs
 - Number and kind of units (new/rehab)
 - Number and demographics of persons served
 - Estimated date of completion (and any changes to the timeline)

TIMELINE



JUNE 12TH
URBAN EXPERIENCE
COMMITTEE

JUNE 15TH
HOUSING ACTION
SUBCOMMITTEE

JUNE 26TH
LEGISLATIVE SESSION
FIRST READING

JULY 10TH
LEGISLATIVE SESSION
FINAL READING



**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd

6/13/2023

Clerk's File #

ORD C36402

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

ALEX GIBILISCO 625-6957

Project #**Contact E-Mail**

AGIBILISCO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PROCESS FOR ADDRESSING CITY- OWNED PROPERTY

Agenda Wording

An ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.

Summary (Background)

On January 5, 2023, Spokane Human Rights Commission passed A resolution proposing a standard protocol for processing, considering, and acting upon citizens' concerns about City-owned buildings, sites, structures, monuments, and other objects. This is an ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BYRD, GIACOBBE

Study Session\Other

UE 05/08/2023

Division Director**Council Sponsor**

CP Beggs, CM Stratton

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor

bbeggs@spokanecity.org

Additional Approvals

agibilisco@spokanecity.org

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Council Office
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org , 509-904-5465
Council Sponsor(s)	CP Beggs, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Process for Addressing City- Owned Property
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>During the celebration of Whistalks Way name change we heard from community members that it took over 50 years of advocating and petitioning the City for the name change.</p> <p>In 2022, the Human Rights Commission conducted community engagement and passed a resolution regarding the Monaghan Statue. There was not a clear process to acting or responding to their recommendation with this city owned property.</p> <p>On January 5, 2023, Spokane Human Rights Commission passed A resolution proposing a standard protocol for processing, considering, and acting upon citizens’ concerns about City-owned buildings, sites, structures, monuments, and other objects.</p> <p>This is an ordinance relating to the establishment of a process to consider and act upon community members’ concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.</p>
Proposed Council Action	Next step is taking the proposed ordinance and feedback to the Spokane Human Rights Commission and adopt the proposed Ordinance in late June.
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Potential future impacts if council votes to address future sites, structures, monuments, and other objects.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

This chapter applies to all visible property owned by the City of Spokane, within the city limits of Spokane, Washington. This chapter details and defines a process for receiving, researching, reviewing, and recommending action to address community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

The ordinance also states the City of Spokane commitment to ensuring that all people living and working in Spokane have a sense of belonging, and further committed to addressing issues that undermine that commitment

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

This data can be collected when OCREI reviews the request in consultation with the City of Spokane Legal Department and other necessary departments, boards, commissions, affected Native American tribes and compile relevant information and findings that will inform a final recommendation.

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

The requested action “shall include: history of the City-owned property in question; details on the review process; appropriate department(s) to execute, anticipated cost to implement any recommendation; any relevant information presented by the OCREI to the SHRC; and any other actions the SHRC would like the City to take.”

In addition, it encourages coordination between departments to develop a recommendation.

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 ordinance is responding to the Human Rights Commission recommendation.

(Title 4, 4/20/92) 4.10.010,

The human rights commission advises and makes recommendations to the city council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane.

Section 18.01.010

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

ORDINANCE NO C36402

An ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.

WHEREAS, under Section 18.01.10 of the Spokane Municipal Code, the City has found that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, and/or the presence of any sensory, mental or physical disability, poses a substantial threat to the health, safety and general welfare of the citizens of Spokane; and

WHEREAS, institutional statements, names or monuments found on City-owned property that reflect the historical denial of human rights, discrimination, and exclusion may cause mental pain and suffering among community members, and also foster a continuing disrespect of historically marginalized members of the community; and

WHEREAS, the City of Spokane is committed to ensuring that all people living and working in Spokane to have a sense of belonging, and further committed to addressing issues that undermine that commitment like institutional statements, names or monuments that reflect the historical denial of human rights, discrimination, and exclusion; and

WHEREAS, the City of Spokane is further committed to providing community members with the opportunity to formally raise their concerns about institutional statements, names or monuments on City-owned property, and committed to ensuring that the appropriate course of action is taken to address said concerns; and

WHEREAS, the City of Spokane desires to create an accessible process for community members to raise these concerns and have a known and predictable process of review, outreach, and community recommendation; and

WHEREAS, the accessible process should include final recommendation for action by the Spokane City Council, which may include removal, renaming, or relocating content on City-owned property.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 18.10 to Title 18 of the Spokane Municipal Code to read as follows:

Chapter 18.10	Process for Review of Institutional Statements, Names and Monuments on City Property
SMC 18.10.010	Scope and Purpose
SMC 18.10.020	Definitions
SMC 18.10.030	Process of Review by Spokane Human Rights Commission
SMC 18.10.040	Recommendation to Spokane City Council
SMC 18.10.050	Naming Policies

18.10.010 Scope and Purpose

Institutional statements, names or monuments found on City-owned property that reflect the historical denial of human rights, discrimination, and exclusion can cause mental pain and suffering among community members, and also foster a continuing disrespect of historically marginalized members of the community. The City of Spokane is committed to ensuring that all people living and working in Spokane have a sense of belonging, and further committed to addressing issues that undermine that commitment.

This chapter applies to all visible property owned by the City of Spokane, within the city limits of Spokane, Washington. This chapter details and defines a process for receiving, researching, reviewing, and recommending action to address community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

18.10.020 Definitions

- A. “Community member” refers to an individual who lives or works within the city limits of Spokane, Washington.
- B. “Concern” refers to the disapproval or dismay of a community member regarding the property, as formally presented to the SRHC in the form of a written request to review certain City-owned property.
- C. “Content” refers to the physical image, name, description, inscription, monument or other defining features of property owned by the City of Spokane.
- D. “Department” refers to the City of Spokane department that has been tasked by the Spokane City Council of carrying out the recommended action.
- E. “OCREI” refers to the Spokane Office of Civil Rights, Equity, and Inclusion.
- F. “Property” or “City-owned Property” refers to the building, monument, site, street, roadway, structure, or any other object owned by the City of Spokane or under the control, ownership, and/or jurisdiction of either the Spokane Park Board or the Library Board of Trustees.
- G. “Request” refers to a formal, written statement from a Requester asking for review of certain City-owned property under this ordinance.
- H. “Requester” refers to the community member who files a request.
- I. “SHRC” refers to the Spokane Human Rights Commission, a volunteer board of individuals appointed by the Mayor of Spokane and approved by the Spokane City Council. These individuals advise and make

recommendations to the Spokane City Council regarding issues related to human rights.

- J. “Workgroup” refers to the SHRC Civic Impact workgroup of the Spokane Human Rights Commission.

18.10.030 Process of Review by Spokane Human Rights Commission

The process for considering and acting upon community members’ concerns regarding the content of City-owned property is as follows:

- A. Individuals and/or groups can request that the City of Spokane review certain City-owned property by submitting a request to the Spokane Human Rights Commission (SHRC). The SHRC shall act as the coordinator of the process for reviewing the request.
- B. Once the SHRC receives a request, the SHRC shall then task the SHRC Civic Impact Workgroup (“Workgroup”) as its designee to process the request, and the Workgroup shall coordinate the process for reviewing the request.
- C. The Workgroup shall then review the request and determine whether or not to start a review, considering whether the content described in the request is discriminatory under SMC 18.01.010 or the content is likely to cause mental pain, suffering or disrespect in a reasonable person with a cultural background and lived experience that would make them vulnerable.
 - i. If the Workgroup finds that the content does not violate SMC 18.01.010 and is not likely to cause mental pain, suffering or disrespect, the review shall end, and the Workgroup shall notify the Requester of the decision and provide them the information to present their concerns to the full SHRC at a meeting via public comment.
 - ii. If the Workgroup finds that the content does violate SMC 18.01.010 or is likely to cause mental pain, suffering or disrespect, it shall refer the request to the Spokane Office of Civil Rights, Equity, and Inclusion (OCREI).
- D. After referral from the Workgroup, the OCREI shall then review the request in consultation with the City of Spokane Legal Department and other necessary departments, boards, commissions, affected Native American tribes and compile relevant information and findings that will inform a final recommendation. Relevant information shall include any history relating to the City’s acquisition of the property or placement of the content thereon, including donor restrictions or requirements. The OCREI shall then present the information, findings and recommendation to the Workgroup, including whether the recommendation of the SHRC will be submitted to the City Council, the Park Board or the Library Board. This review process shall not

limit the authority or responsibility of any department, board or commission established by law.

- E. Upon receipt of information and findings from the OCREI, the Workgroup shall review the information and findings, and determine if the Request should be brought forward to the full SHRC. If the Workgroup determines that the SHRC should address the matter, the request shall be placed on a regular SHRC meeting agenda for discussion. At this point, the requester shall be notified of the decision to pursue the matter. The requester shall also be notified of the meeting and may address the full SHRC via public comment or presentation under the rules of the SHRC.
- F. Upon conclusion of discussion of the request at the regular SHRC meeting, any Commissioner may move for the matter to be forwarded to the SHRC Executive Committee for further collaboration with the OCREI on research, analysis, outreach, and stakeholder engagement. Upon completing its review, the SHRC Executive Committee shall place the matter on a regular SHRC meeting agenda for further review and action.

18.10.040 Recommendation to Spokane City Council

- A. The SHRC shall review the materials from the Workgroup, the SHRC Executive Committee, and the OCREI, and shall determine whether to make a recommendation to the Spokane City Council regarding the request. Any recommendation from the SHRC shall be in the form of a resolution and shall lay out, in specifics, the requested action by the City Council and shall include: history of the City-owned property in question; details on the review process; appropriate department(s) to execute, anticipated cost to implement any recommendation; any relevant information presented by the OCREI to the SHRC; and any other actions the SHRC would like the City to take. The SHRC recommendation may include, but is not limited to: renaming the property; recontextualizing, replacing, or removing any content on the property; or removal or relocation of any content. Provided, except as provided in subsection C below, any recommendation to rename City-owned property must be submitted to the Spokane Plan Commission for its recommendation prior to forwarding to the Spokane City Council. The resolution shall also specify which City of Spokane department the SHRC determines to be the appropriate lead implementer of any recommended actions.
- B. The resolution will be brought forward to the full Spokane City Council by the SHRC Council Liaison at a City Council Committee meeting. Any further action by Council will adhere to City Council Rules.
- C. If the property subject to the request and the SHRC recommendation is under the care, management, or control of the Park Board or the ownership and jurisdiction of the Library Board, the SHRC recommendation shall be submitted to the respective board for consideration.

18.10.050 Naming Policies

All administrative City policies and procedures relating to naming shall be revised to include, as part of its criteria, a desire to avoid causing recollections of the historical denial of human rights, discrimination, and exclusion of historically marginalized members of the community. The Park Board and Library Board are encouraged to adopt a mechanism for avoiding commemoration the historical denial of human rights, discrimination, and exclusion of historically marginalized members of the community in their naming policies.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	6/13/2023
Clerk's File #	ORD C36403
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ALEX GIBILISCO 625-6957
Contact E-Mail	AGIBILISCO@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	ESTABLISHING THE CITY MOTTO TO IN SPOKANE WE ALL BELONG

Agenda Wording
An ordinance establishing the motto of the City of Spokane and adopting a new section SMC 01.03.030.

Summary (Background)
Creating a sense of belonging requires a set of values and practices that ensures no persons are left out of representative government, and more broadly means ensuring that all members of Spokane's diverse community have a meaningful voice and the opportunity to participate in the design of political, social, and cultural structures. This ordinance establishes the motto.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	UE 06/12/2023
Division Director		Council Sponsor	CP Beggs, CM Wilkerson
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor		bbeggs@spokanecity.org	
Additional Approvals		agibilisco@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org
Council Sponsor(s)	CP Beggs; CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Establishing City Motto
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Establishing a city motto to “In Spokane We All Belong” by adopting a new section to the SMC.</p> <p>Creating a sense of belonging requires a set of values and practices that ensures no persons feel left out of representative government, and more broadly means ensuring that all members of Spokane’s diverse community have a meaningful voice and the opportunity to participate in the design of political, economic, social and cultural structures.</p> <p>Council President presented to the Equity Subcommittee at the February meeting, and in March presented at the Spokane Human Rights Commission and received feedback.</p> <p>On May 4th Spokane Arts presented a design of the motto at Study Session, it included versions that were translated into various languages.</p>
Proposed Council Action	Adopt new motto for the City, Vote on July 10 th .
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The motto is aspirational to be conscious of people that we could be excluding. The motto does not change policy, and there are many communities that do not feel that they belong in Spokane. If having the vision works towards creating the vision where people historically excluded are part of the conversation, than that could lead to co-creating solutions.</p>	

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

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?

Comprehensive Plan Chapter 10 Social Health –

Vision “Spokane will be a safe and nurturing community that provides a diversity of social, recreational, educational, and cultural opportunities for all ages. A strong, positive identity for Spokane will be furthered by constructive community events and activities.”

Goal 4 - Develop and implement programs for all city residents from a diverse range of backgrounds and life circumstances so that all people feel welcome and accepted, regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, criminal history, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income

ORDINANCE NO C36403

An ordinance establishing the motto of the City of Spokane and adopting a new section SMC 01.03.030.

WHEREAS, the City of Spokane is committed to ensuring that all people living and working in Spokane have a sense of belonging, and further is committed to addressing issues that undermine that commitment; and

WHEREAS, the City of Spokane recognizes that not all individuals and communities in Spokane feel the City is welcoming of people of color and diverse cultures and beliefs, nor that the City provides full opportunities for all people to participate in the City's representative government; and;

WHEREAS, creating a sense of belonging requires a set of values and practices that ensures no persons feel left out of representative government, and more broadly means ensuring that all members of Spokane's diverse community have a meaningful voice and the opportunity to participate in the design of political, economic, social and cultural structures; and

WHEREAS, creating a sense of belonging also requires acknowledging individual identities, community identities and the collective identity that comprise the City of Spokane; and

WHEREAS, the City of Spokane as local government is well suited to create the space to bridge all of our communities to ensure its residents come together as individual selves, communities identities, and collective identities; and

WHEREAS, an important means of creating such a bridge is to set forth officially and publicly a motto that reflects Spokane's commitment to ensuring that all people living and working in Spokane have a sense of belonging; and

WHEREAS, an appropriate motto to reflect this commitment is "In Spokane We All Belong."

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That a new section 01.03.030 is added to title 01.03 of the Spokane Municipal Code, to read as follows:

Section 01.03.030 City of Spokane Motto

The official motto for the City of Spokane shall be “In Spokane We All Belong.” Where practical, all City departments, boards and commissions shall endeavor to incorporate this motto and its foundational principles into their communication efforts including, but not limited to, public relations communications, social media, website pages and advertisements.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

06/26/2023

Date Rec'd	6/14/2023
Clerk's File #	ORD C36404
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ERIK POULSEN 625-6721
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - ESTABLISHING POLICY STANDARDS FOR BROADBAND INFRASTRUCTURE EXPANSION

Agenda Wording

An ordinance adopting policy standards for broadband infrastructure expansion.

Summary (Background)

The City recognizes gaps in broadband availability putting our local government agencies, businesses, residents, non-profit organizations, and other stakeholders at a disadvantage in pursuit of economic growth opportunities, education, healthcare, and other significant areas critical for a successful quality of life. There is an opportunity to partner with other entities to expand broadband opportunities throughout the region.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact **Budget Account**

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

Approvals**Dept Head** BYRD, GIACOBBE**Division Director****Finance****Legal****For the Mayor****Additional Approvals****Purchasing****Council Notifications****Study Session\Other** PIES 06/26/2023**Council Sponsor** CP Beggs & CM Cathcart**Distribution List**

epoulsen@spokanecity.org

bbeggs@spokanecity.org

mcathcart@spokanecity.org

ORDINANCE C_____36404

An ordinance establishing policy standards for broadband infrastructure expansion for the City of Spokane, supporting the digital strategy and broadband goals, adopting a new chapter 13.15 to Title 13 of the Spokane Municipal Code.

WHEREAS, ~~t~~The City finds that high-speed Internet access, referred to generically as “broadband” and including both terrestrial and wireless technologies, is essential 21st Century infrastructure in a digital world and global economy; and

WHEREAS, ~~t~~The City acknowledges that affordable broadband for low income households, covered populations, and other digital equity programs will benefit all city residents; and

WHEREAS, the City recognizes gaps in broadband availability putting our local government agencies, businesses, residents, non-profit organizations, and other stakeholders at a disadvantage in pursuit of economic growth opportunities, education, healthcare, and other significant areas critical for a successful quality of life; and

WHEREAS, ~~b~~Both Federal and State of Washington governments have committed to broadband standards and connectivity goals, and subsequently have developed funding programs for local government entities to actively participate in the expansion of broadband networks within their respective jurisdictions; and

WHEREAS, ~~t~~The City recognizes there is a unique opportunity to impact broadband deployment and adoption in its several local government roles and responsibilities, including as a policy leader, planning body, approval agency, purchaser-consumer of communications equipment and information technology, and a service provider; and

WHEREAS, ~~t~~The City must promote the opportunity to partner other government organizations, civic leaders, community organizations, employers, workforce representatives, educators, policymakers, and existing telecommunications providers to encourage adoption of broadband technology; and.

WHEREAS, the increasing public dependency on broadband connectivity for basic life, health and welfare needs means ~~t~~The City and its partners must help build a regional digital infrastructure that is resilient and reliable ~~resiliency for the increasing dependency on connectivity for basic life, health and welfare needs; and~~

WHEREAS, ~~t~~The City should develop an integrated street penetration policy (also known as a “Dig Once” policy) to minimize street disruptions, preserve pavement life, lower overbuild and restricted access, all as they arise might arise from broadband infrastructure expansion;

WHEREAS, ~~t~~The City continues to streamline permitting and conduit/fiber use agreements to lower time and cost to access;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 13.15 to Title 13 of the Spokane Municipal Code to read as follows:

Chapter 13.15 Broadband Infrastructure

SMC 13.15.010 Purpose

SMC 13.15.020 Broadband Policy Standards

SMC 13.15.030 Digital Strategy and Broadband Goals

SMC 13.15.010: Purpose

~~NOW, THEREFORE BE IT RESOLVED: That~~ the City of Spokane hereby adopts the following policy standards ~~to guide necessary for~~ the planning, development, implementation, and maintenance of broadband infrastructure expansion programs. This ~~is~~ policy direction also sets goals and investment priorities to support activation of the goals and partner matching investment in the City of Spokane Digital Strategy and Broadband Initiative.

SMC 13.15.0~~2~~40: Broadband Policy Standards

A. PUBLIC BENEFIT

1. Broadband infrastructure expansion shall be pursued with a foundational intent of maximizing public benefit to the citizen taxpayers of City of Spokane. This shall include, but is not limited to the following:
 - a. Ensuring new infrastructure expansion is developed with an overarching purpose of benefitting residents and expanding their ability to connect to broadband networks of the highest speed and quality available.
 - b. Ensuring critical public facilities are located in areas of new infrastructure expansion are connected at no cost in perpetuity to broadband networks of the highest speed and quality available for the purposes of taxpayer savings, operational efficiency, and public safety.
 - c. Development of programs to promote resident technical expertise in use of the internet and fully leverage broadband investment.
2. OPEN AND EQUAL NETWORK ACCESS
 - a. Broadband infrastructure expansion is to be operated in an economically non-discriminatory manner, shall comply with all state and federal

procurement requirements, and remain available for all qualified internet service providers to provide consumers with a competitive broadband marketplace. Internet service providers ~~shall~~will have the opportunity to win and retain business on price and service offerings compliant with external funding award requirements and public bidding requirements, as applicable.

3. MAXIMIZE EXISTING NETWORKS

- a. The City shall ~~Maximize~~maximize existing networks and prioritize existing network assets and capabilities to promote digital equity and highspeed internet for lower income populations.
- b. Broadband network expansion projects are to be developed to connect as many premises as possible by leveraging existing assets, and by ~~reduc~~ing duplicative network construction (overbuild) to only that which is necessary for underserved populations as a lifeline type service.

4. PARTNERSHIPS AND STAKEHOLDER ENGAGEMENT

- a. The City ~~shall~~must encourage regional partnership and stakeholder engagement that is responsive to input and feedback.
- b. The City, through making available its significant broadband assets, ~~shall~~must actively seek partnerships to address infrastructure gaps, provide specialized services, and co-investment in digital infrastructure that helps multiple organizations needs at a shared cost.

5. MAXIMIZE PUBLIC INVESTMENT AND SUSTAINABILITY

- a. Investment in broadband infrastructure is for current and future community and economic development benefit that generates sustainable revenue streams and a real return on investment in 10 years or less ~~an under 10 year time horizon~~. Broadband infrastructure ~~It~~ must be weighed as an investment and not a cost.
- b. New broadband network expansion shall be considered and executed based on minimization of risk to the existing operating funds and revenue sources of the City of Spokane. This shall include minimization of potential liability and unanticipated costs in the development of project scope, construction of the physical network up to and including final premise connection, and ongoing maintenance of the entire network to industry standards and best practices.
- c. New revenue from network use by organizations or internet service providers would be a dedicated revenue stream to minimize additional cost to existing operational or capital budgets.

SMC 13.15.030 SECTION NO. 2: Digital Strategy and Broadband Goals

- A. The City of Spokane has a significant opportunity to be a primary partner and assist in making major investments in fiber infrastructure to influence

the digital divide in our community. This results in better connected community members, facilities, educational and social service organizations, and operational infrastructure. This strategy facilitates large-scale internal and partner investment, prioritizes addressing the digital divide, and positively influences the digital infrastructure environment to encourage economic development, and future community connectivity needs.

~~A.~~

B. ~~B.~~ The City of Spokane adopts a digital strategy and broadband goals to guide and inform investment and partnership:

1. Make digital equity a focus to increase broadband adoption by targeted infrastructure investment and programs that remove barriers, incentivize providers, and provide “life line” comparable services as required;
2. Connecting current and future City and regional partner services (Public safety, transportation, health, etc.);
3. Leverage conduit and fiber assets to enable this strategy and provide revenue to expand and minimize street disruption;
4. Establishing an urban focused digital infrastructure “organization” to market and manage capacity and connections while preserving current and future City operational needs;
5. Create resilient digital infrastructure loops providing three routes out of region including east to ensure high availability and redundancy;
6. Become a critically needed tool for economic development, workforce development, and business attraction ~~(PDAs / Citywide)~~; and
7. Review and determine the need to facilitate more high-speed bandwidth and local Cloud exchange services into the region by supporting development of a local Internet Exchange Point.

7.8. Develop a data privacy policy that emphasizes that the City of Spokane prioritizes data privacy and will act through transparent practices and informed consent, ensuring personal data collection will be minimized and used solely for legitimate purposes, and will include robust security measures that protect against unauthorized access. The City’s data privacy policies and practices will be a condition of City partnership with third party providers.

C. The City of Spokane commits to prioritizing smart investment and grant matching to achieve the above goals. ~~The City also supports~~We support the concept of partnership and shared investment, and shall promote the development of pilot projects to help inform and make future strategy and investment decisions. The City ~~directs the~~ resolves to these following steps

to support innovation, partnership, and initiatives that can deliver community value in the short and long term:-

1. Develop the business plan and proforma information for the City and its partners to with return on investment to identify realistic estimates of return on investment and give a time horizon to the City (and partner) investments and the predicted economic benefit to the City once initial investments are paid off. Such business plan and This plan and pro forma will be used to would prioritize the efforts and make incremental investments, if possible, to help phase efforts over time based on available grant and other resources.
2. Develop active partnerships where co-investment of budget, personnel, assets, or other contributions of economic value that will ensure help get projects are implemented. Partnerships should It would include cost and asset sharing agreements to facilitate making end connections by a provider or directly through the open public network.
3. As may be provided in its annual budget, tThe City of Spokane wshalleuld sponsor a matching investment program using current or future potential grant resources and revenue received off digital infrastructure as initial funds for investment. This includes federal and state grant resources, especially where broadband is a targeted activity. The City maywould also review internal financing options such as a SIP loan to match with other funds to reach the goals.
4. As may be provided in its annual budget, the City of Spokane shall sSupport the development of an enterprise fund to properly capture current and and new revenues generated off conduit or fiber leasing, or other supporting activities, to ensure those funds are available as a sustainable revenue stream to support ongoing efforts.
5. The City of Spokane endorses the Support development of the options for review and decision of the quasi-municipal or non-profit organization to focus effort and support of these community broadband goals while preserving City asset ownership, fiscal sustainability and operational needs.
6. Fund initial program needs:
 - a. Consulting agreements to complete business plan and infrastructure assessments. \$150K
 - b. Support full-time dedication of a loaned executive and part-time technology resources. \$150K
 - c. Fund full assessment of broadband infrastructure with gap analysis and support tools to better manage those assets. \$100K

- d. ~~Pilot project for digital equity access to 100 households in a key underserved area in the northeast of the City using the Spokane Library to provide wireless device checkout and education services, and be the initial internet service provider as they are for their libraries, grounds, and Riverfront Park. \$250K— Full cost of deploying this is estimated at \$25M, inclusive of the wireless cost estimate below (#8).~~
- e. ~~Integrate wireless projects with the Spokane Police Department shot detection and WIFI initiative to build the wireless infrastructure once for many uses while preserving the public safety need and revenue opportunity. \$5-12M (was a potential SIP request)~~
- f. ~~After the broadband asset assessment, fund the anticipated \$5-8M in infrastructure gaps in support of digital equity, PDAs, anchor institutions, operational needs and other defined areas. This will be competitive for one or more grant opportunities, and a \$2M starting investment to be the match for these grants would be considered.~~

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. 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.

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

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

06/05/2023

Date Rec'd	5/22/2023
Clerk's File #	ORD C36389
Renews #	
Cross Ref #	RES 2023-0043
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL MEMBER X6257 CATHCART
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - BALLOT PROPOSITION AMENDING THE CITY COUNCIL REDISTRICTING PROCESS

Agenda Wording

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.

Summary (Background)

Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately based on input.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	04/17/2023 F&A
Division Director		Council Sponsor	CM Cathcart & CM Bingle
Finance		Distribution List	
Legal		mcathcart@spokanecity.org	
For the Mayor		sblackwell@spokanecity.org	
Additional Approvals		jbingle@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / x6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Charter Amendment on Redistricting
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.
Proposed Council Action	F&A – 4/17, Council Action May 8
Fiscal Impact	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Not Required	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
It's important that citizens have the ability to weigh in on decennial redistricting, considering it is one of the essential public processes in our local government. Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately in the interest of all citizens based on input.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
This is a ballot proposition to the voters of the City of Spokane.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
This is a ballot proposition to the voters of the City of Spokane.	

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

This ballot proposition to the voters of the City of Spokane amends the current city council redistricting process.

ORDINANCE NO. C-36389

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.

WHEREAS, RCW 29A.76.010 provides in part that the City is responsible to periodically redistrict its election districts based on population data from the most recent federal decennial census; and

WHEREAS, pursuant to RCW 29A.76.010 (3) (b) the City must prepare, by November 15 of each year ending in one, a plan for redistricting its districts consistent with the criteria set forth in RCW 29A.76.010 (4); and

WHEREAS, pursuant to Section 60 of the City Charter, a decennial districting board is established during the year of state and federal redistricting to accomplish city council redistricting; and

WHEREAS, the People of Spokane wish to avoid unnecessary ambiguities in the current City Charter provisions that regulate the redistricting process in the City of Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article VII, Section 59, of the City Charter of the City of Spokane is hereby repealed.

Section 2. That Article VII, Section 60, of the City Charter of the City of Spokane is hereby repealed.

Section 3. That Article VII of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Article VII, Section 62 – Citizen Led Council Redistricting

A decennial districting commission comprised of seven commissioners shall be appointed no later than May 1 in the year of county, state and federal redistricting to accomplish city council redistricting.

A. Membership Appointments

1. The City, through the Plan Commission, shall seek candidates for the districting commission. The Plan Commission shall confirm that interested candidates are qualified for membership on the districting commission under Section B and not

otherwise prohibited from serving as members under Section C. The Plan Commission shall deliver a list of qualified candidates to the Mayor and City Council, including in the list the City Council districts in which each candidate lives and information confirming qualification for membership. All Plan Commission proceedings regarding interested candidates shall be open to the public.

2. From the pool of qualified candidates, the Mayor shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to City Council approval.
3. From the pool of qualified candidates, the City Council, by majority vote, shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to Mayoral veto.
4. No later than 30 days following the final appointment to the districting commission, the six (6) appointed members shall select by affirmative majority plus one vote, a seventh non-voting member who will act as chairperson and preside over meetings of the districting commission.
5. If no chairperson is selected within 30 days, the City Plan Commission, by majority vote, shall appoint the non-voting chairperson.
6. A vacancy on the districting commission shall be filled by the authority who made the initial appointment, or their successor, within fifteen days after the vacancy occurs.

B. Membership Qualifications

1. Candidates must be a current resident of the City of Spokane and have maintained that primary residence for a minimum of two consecutive years.
2. Candidates must be registered to vote.

C. Membership Prohibitions

1. Candidates cannot have been a registered lobbyist in the State of Washington within two years prior to selection or one year following the end of membership.
2. Candidates cannot hold or be within two years removed of holding any elective office other than Precinct Committee Officer.
3. Candidates cannot campaign for any elective office other than Precinct Committee Officer, or actively participate in, contribute to, or fundraise for any political campaign of any candidate for local, state, or federal office while a member of the districting commission.
4. Candidates may not seek election or appointment to a City Council position for two years after the effective date of the districting plan.

D. Redistricting Considerations

The redistricting plan shall be consistent with Washington state law pertaining to the criteria for redistricting city council district boundaries, including the following criteria.

1. Each council district shall be as nearly equal in population as possible to each and every other district within the City.

2. Each district shall be as compact as possible.
3. Each district shall consist of geographically contiguous area. *Land areas may be deemed contiguous if they share a common land border or are connected by a highway or bridge. Areas separated by geographical boundaries or artificial barriers that prevent transportation within a district should not be deemed contiguous.*
4. Consistent with RCW 29A.76.010(4)(d), as may be amended from time, to time, population data may not be used for purposes of favoring or disfavoring any racial group or political party.
5. To the extent feasible, the Council district boundaries shall coincide with existing recognized natural boundaries.
6. To the extent possible, the Council district boundaries shall preserve existing communities of related and mutual interest, including shared cultural, social, or economic characteristics.

E. Redistricting Procedures

1. The districting commission shall convene a minimum of five public hearings throughout the City to receive written and oral comments and to accept proposed districting plans from the public. The districting commission shall only consider those plans which are submitted by individual city residents.
2. The meetings and materials of the districting commission shall be transparent and publicly accessible including online video streaming and archiving for the broadest possible public access. The commission shall prepare and publicize its minutes within 21 days of any meeting.
3. The City Council shall by ordinance appropriate such funds as may be reasonably needed for the Commission to conduct its business. The commission may employ within its budget authority any necessary experts, consultants, and attorneys not employed by the City to carry out its duties as established in this Charter.
4. The districting commission shall utilize the most recent available census information and guidelines for districting as established in RCW 44.05.090, as applicable.
5. No later than August 1, the districting commission shall select five preliminary districting plans for a final public review and comment. The Commission shall allow a period of at least 30 days for public review and comment of preliminary districting plans.

F. Final Plan Adoption

1. No later than October 1st, the districting commission shall adopt by affirmative majority plus one vote a final districting plan from the five districting plans selected for public review and comment, which will be transferred to the City Council along with a published report that will minimally include, (a) population for every district; (b) an explanation of the criteria used in developing the plan with a justification of any deviation in a district from the average district population; (c) a map of all the districts.

2. Upon receipt of the Commission of its proposed redistricting plan, the City Council shall consider whether to adopt the proposed districting plan. Any approval of the proposed districting plan must be approved by four affirmative votes of the City Council. The City Council may not revise the proposed districting plan or adopt any plan not previously prepared by the Commission.
3. Upon adoption by the city council, the proposed districting plan shall be submitted to the clerk of the city council who shall forward the district plan to the Spokane County Auditor. The districting plan shall become effective upon filing and the districting commission shall be relieved of any further duties and disbanded.
4. If the districting commission's proposed plan is not approved by a four affirmative votes from the City Council, the proposed districting plan shall be remanded back to the districting commission to consider changes as expeditiously as possible.
5. A final plan must be adopted by the City Council by November 15 in the year of county, state and federal redistricting to accomplish city council redistricting or as otherwise provide for by state law.
6. In the event that no plan is adopted by the date established in this charter, the previously adopted districting plan shall remain in effect, so long as such existing districting plan complies with state law.

G. Modified Districting

1. A modified council districting plan may be established only within the fifth year of the decennial districting cycle. Should the City Council determine by four affirmative votes that consideration of a modified districting plan is warranted, including for population adjustment, a districting commission shall be established pursuant to the provisions of this charter section. The districting commission shall follow the same process for a modified redistricting plan as it would follow for the decennial redistricting plan.
2. The City shall also establish a districting commission within the fifth year of decennial districting cycle upon submission of a valid citizens petition that conforms to all requirements of the SMC and is signed by registered and qualified electors of the City equal to one percent of the number of votes cast at the last preceding general municipal election.
3. Land that is annexed to the City subsequent to modifications of district boundaries pursuant to a district plan shall be assigned to the city council district that is most contiguous with the annexed land. At its discretion, the city council may take legislative action to assign annexed land to a district in the event the annexed land is contiguous to more than one council district.

H. Oath of Office

Before serving on the commission every person shall take and subscribe an oath to faithfully perform the duties of that office.

I. Challenges to plan

After the plan has been adopted by the city council, any registered voter residing with the City of Spokane may file a petition with Superior Court challenging the plan. After a modification to the redistricting plan has been adopted by the city council, any registered voter may file a petition with Superior Court challenging the amended plan. The petition to Superior Court shall comply with the requirements of state law regarding judicial review of redistricting plans.

Section 4. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at a special election to be held November 7, 2023, in conjunction with the scheduled general election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 1

Amendment to the City Charter Regarding City Council Redistricting Process

This proposition will amend the city council redistricting process by adding a new section 62 and repealing sections 59 and 60 of the City Charter as set forth in Ordinance No. C-36389.

Shall this measure be enacted into law?

Yes.....

No

Section 5. Severability

If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 6. Effective Date

This ordinance, if approved by the voters at the general election to be held on Tuesday, November 7, 2023, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor’s Office.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

06/12/2023

Date Rec'd	6/1/2023
Clerk's File #	RES 2023-0043
Renews #	
Cross Ref #	ORD C36389
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL MEMBER X6257 CATHCART
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	BALLOT PROPOSITION AMENDING THE CITY COUNCIL REDISTRICTING PROCESS

Agenda Wording

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 7, 2023 TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO THE SPOKANE C

Summary (Background)

Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately based on input.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	04/17/2023 F&A
Division Director		Council Sponsor	CM Cathcart & Bingle
Finance		Distribution List	
Legal		mcathcart@spokanecity.org	
For the Mayor		sblackwell@spokanecity.org	
Additional Approvals		jbingle@spokanecity.org	
Purchasing			

RESOLUTION NO. 2023-0043

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 7, 2023 TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO THE SPOKANE CITY CHARTER ADDING A NEW SECTION 62 AND REPEALING SECTIONS 59 AND 60, ALL RELATING TO THE CITY COUNCIL REDISTRICTING PROCESS.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.330(3) requires the City to present a resolution calling for a special election on the general election date to the Spokane County Auditor no later than the date of the primary election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Section 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held on November 7, 2023 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 1

Amendment to the City Charter Regarding City Council Redistricting Process

This proposition will amend the city council redistricting process by adding a new section 62 and repealing sections 59 and 60 of the City Charter as set forth in Ordinance No. C-36389.

Shall this measure be enacted into law?

Yes□

No□

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 1, 2023.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney