


Agenda Sheet for City Council Meeting of:
11/15/2021
29

Date Rec'd		10/28/2021
Clerk's File #		RES 2021-0097
Renews #		
Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES	Cross Ref # OPR 2016-0987
Contact Name/Phone	ELDON BROWN 6305	Project #
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #
Agenda Item Type	Resolutions	Requisition #
Agenda Item Name	4700 - 0650 BEACON HILL DEVELOPMENT AGREEMENT	

Agenda Wording

Resolution approving a development agreement between the City and Beacon Hill Spokane INC

Summary (Background)

On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and North of Longfellow Ave, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary...

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals
Dept Head

BECKER, KRIS

Division Director

MACDONALD, STEVEN

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Additional Approvals
Purchasing
Council Notifications
Study Session\Other

PIES 10/25/21

Council Sponsor

CM Michael Cathcart

Distribution List

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APPROVED BY
SPOKANE CITY COUNCIL:

November 29, 2021

Sen H. H. H.

CITY CLERK

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Developer Services
Subject:	Extension of a developer agreement regarding the preliminary plat and planned unit development referred to as The Vistas At Beacon Hill.
Date:	10/25/21
Contact (email & phone):	jsaywers@spokanecity.org
City Council Sponsor:	Cathcart
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	PIES
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)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 14, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approved extension will grant an additional five-year extension of the Development Agreement to extend the time to file a final plat.
<p>A. Background/History: The Vistas at Beacon Hill Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016.</p> <p>On December 12, 2016 pursuant to resolution 2016-0101, the City Council approved a Developer Agreement extending the expiration of the preliminary approval until December 14, 2021</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>The Owners of the Vistas at Beacon Hill have requested an amendment to the existing Development Agreement granting an additional five-year extension of the Development Agreement in order to extend the time to file a final plat.</i> • <i>The amendment of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026.</i> • <i>The Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval of the Project is extended until December 14, 2026.</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION NO. 2021-0097

A RESOLUTION APPROVING AN EXTENSION OF A DEVELOPMENT AGREEMENT REGARDING THE PRELIMINARY PLAT AND PLANNED UNIT DEVELOPMENT REFERRED TO AS THE VISTAS AT BEACON HILL

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

I. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Extension of the Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached 1st Amendment of Development Agreement are hereby adopted as the Council's findings in support of this Resolution.

2. The 1st Amendment of Development Agreement, which provides for an additional 3-year extension of the preliminary approval, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____,
20____.

City Clerk

Approved as to form:

DocuSigned by:
James Kielman

Assistant City Attorney

Exhibit 1

Development Agreement

When recorded return to:

City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

1ST AMENDMENT OF DEVELOPMENT AGREEMENT

This 1st Amendment of Development Agreement ("Agreement") is entered into this 26th day of November, 2021 (the "Effective Date") by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City"), Nationwide Capital Investments, LLC, a Washington limited liability company (as "Nationwide") and Howard Capital Group, LLC, a Washington limited liability company (as "Howard"). Nationwide and Howard are collectively referred to herein as the "Owners." The Owners and the City are collectively referred to herein as the "Parties."

RECITALS

- A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and
- B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and
- C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");
- D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;
- E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, in support of their request for an additional extension, Owners have represented that all new streets within and serving the Project will be public streets built to the City's current public street standards, and that they will dedicate land or cause the same to be dedicated for a park and ride facility in close proximity to the project that will accommodate approximately 50 cars;

H. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

I. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement. The Development Agreement approved by the City Council pursuant to Resolution 2016-0101 is incorporated by reference into this document as though written in full and shall, together with the Preliminary Approval, remain in full force and effect except as provided herein.
2. Extension of Time. Unless terminated earlier as provided herein, the duration of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2024 (hereinafter, "Term"). Unless the Development Agreement is terminated earlier as provided therein, the expiration date (or the time by which the Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2024. Provided, pursuant to RCW 36.70B.170, the city reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
3. Public Streets. The Preliminary Approval is hereby modified to require all new streets and roads within and serving the Project to be public streets built to the City's current public road standards. The Project shall no longer include any private streets.
4. Park and Ride. The Preliminary Approval is further modified as follows: Prior to, and as a condition of the approval and recording of a final plat, the Owners/applicants, or the Owners'/applicant's successors or assigns, shall dedicate land no further than one half mile from the final plat to the Spokane Transit Authority for a park and ride

facility that will accommodate approximately fifty (50) cars, or shall have entered into a binding agreement with a third party providing for the same, acceptable to the City, which approval shall not be unreasonably withheld.

- 5. Recordation of Agreement. The Owners shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.
- 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.
- 6. Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2024, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.
- 7. Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.



CITY OF SPOKANE, WASHINGTON

By: [Signature]
 Title: Johnnie Perkins, City Administrator

Attest:

Approved as to form:

[Signature]
 Clerk

[Signature]
 Assistant City Attorney

NATIONWIDE CAPITAL INVESTMENTS, LLC

By: [Signature]

Its: member

HOWARD CAPITAL GROUP, LLC

By: J. Butth

Its: member

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Johanna Perkins and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 12/2/2021

Jillann Hansen
Notary Public in and for Washington State,
residing at Spokane

My appointment expires 6.17.2023



STATE OF WASHINGTON :
 : ss.
County of Spokane :

Certificate Of Completion

Envelope Id: E6A00F831F0047CF8A7BDE6AEAB0D301

Status: Sent

Subject: Please DocuSign: RES 2021-0097 / Beacon Hill - Development Agreement / Resolution

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jillann Hansen

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Enveloped Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jehansen@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Jillann Hansen

Location: DocuSign

12/3/2021 3:45:46 PM

jehansen@spokanecity.org

Signer Events

James Richman

jrichman@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



59DFB076D0684D7...

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Timestamp

Sent: 12/3/2021 3:50:44 PM

Resent: 12/6/2021 8:07:35 AM

Viewed: 12/6/2021 8:48:46 AM

Signed: 12/6/2021 8:48:56 AM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2021 8:48:46 AM

ID: a8c79a5e-2dc3-4a8c-809f-308941821bac

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)

Sent: 12/6/2021 8:48:58 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2021 3:50:44 PM
Payment Events	Status	Timestamps

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.