URBAN EXPERIENCE COMMITTEE MEETING AGENDA FOR March 9, 2020 1:15 p.m. — City Council Briefing Center

3/9/20

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

AGENDA

I. <u>Call to Order</u>

II. Approval of Minutes

III. Consent Items

- A. Boards and Commissions Interviews
- B. MFTE Conditional Contract 7th Ave Apts Ali Brast
- C. MFTE Conditional Contract The Regal Ali Brast
- D. MFTE Conditional Contract Philomena Ali Brast
- E. MFTE Conditional Contract Agnus Development Ali Brast
- F. MFTE Conditional Contract Boxcar Ali Brast
- G. Abadan Reprographics for Quick Copy Work Mike Sloon
- H. Allied Envelopes Co. for Print Work Mike Sloon
- I. <u>Copy-Rite Inc. for Print Work Mike Sloon</u>
- J. Garland Printing Company for Print Work Mike Sloon
- K. <u>Plese Printing for Quick Copy Work Mike Sloon</u>
- L. <u>Hyland Software, Inc Mike Sloon</u>
- M. <u>Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support –</u> <u>Bill Myers</u>
- N. Ecology Safe Drinking Water Action Grants Mark Papich
- O. <u>Esmeralda Commerce Park Projects of Citywide Significance and Joint Strategic</u> <u>Funds Development Agreement – Teri Stripes</u>
- P. Sprague Avenue Phase 2B Dan Buller
- Q. Value Blanket Hotsy, Value Increase David Paine
- R. Value Blanket Wingfoot, Value Increase David Paine

IV. Staff Reports

- A. <u>Shared Mobility Contract and Ordinances Updates Colin Quinn-Hurst (10 min)</u>
- B. Grand Boulevard Transportation & Land Use Study Melissa Wittstruck (10 min)
- C. Update on South University District Subarea Plan Chris Green (10 min)
- D. STA Summer Youth Passes Eric Finch/Andrew Chanse (15 min)
- E. Economic Update Kris Becker (15 min)
- F. <u>ECY Grant Acceptance for the Purposes of Supporting the Mandated Shoreline</u> Master Program 2021 Periodic Update – Maren Murphy (10 min)
- G. Overview of the Work Plan for the Plan Commission Louis Meuler (15 min)

V. <u>Adjournment:</u>

Next Urban Experience Committee meeting will be on Monday, April 13, 2020.

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 Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org . Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Briefing Paper Urban Experience Committee

Division & Department:	Development Services Center	
Subject:	MFTE Conditional Contract	
Date:	March 9, 2020	
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)	
City Council Sponsor:	TBD	
Executive Sponsor:	Wes Crago	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption	
Strategic Initiative:		
Deadline:	Will file for Council consideration following committee meeting	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract	
<u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-33079, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption 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.		
 Executive Summary: Applicant applying for a conditional contract for a new 10 unit apartment building at 356 E 7th Ave. Property is zoned RMF, so use is allowed. 		
Budget Impact: Approved in current year budget? Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: 7th Ave Apartments	
Number of units in the project	10
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$521
Estimated Property Tax saved per project annually	\$16,469
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$197,626
Estimated City Tax forgone during the term of exemption per unit	\$6,248
Estimated City Tax forgone during the term of exemption all units	\$74,982
Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



Briefing Paper Urban Experience Committee

Division & Department:	Development Services Center	
Subject:	MFTE Conditional Contract	
Date:	March 9, 2020	
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)	
City Council Sponsor:	TBD	
Executive Sponsor:	Wes Crago	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption	
Strategic Initiative:		
Deadline:	Will file for Council consideration following committee meeting	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract	
 <u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption 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. <u>Executive Summary:</u> Applicant applying for a conditional contract for a new 30 unit apartment building at 2513 N Regal St. Property is zoned RMF, so use is allowed. In the newly expanded MFTE boundary. 		
Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: The Regal	
Number of units in the project	30
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$1,562
Estimated Property Tax saved per project annually	\$49,406
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$592,877
Estimated City Tax forgone during the term of exemption per unit	\$18,745
Estimated City Tax forgone during the term of exemption all units	\$224,945
Once a project has met programmatic criteria the owner can expect	
to save approximately \$1,600 on their tax bill for every \$120,000 of	
Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



Urban Experience Committee

Division & Department:	Development Services Center	
Subject:	MFTE Conditional Contract	
Date:	March 9, 2020	
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)	
City Council Sponsor:	TBD	
Executive Sponsor:	Wes Crago	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption	
Strategic Initiative:		
Deadline:	Will file for Council consideration following committee meeting	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract	
 <u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption 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. <u>Executive Summary:</u> Applicant applying for a conditional contract for a new 72 unit apartment building at 720 N Hamilton, the old emissions testing facility. Property is zoned CC1-DC, so use is allowed. 		
Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No N/A Requires change in current operations/policy? Yes No N/A		
Specify changes required: Known challenges/barriers:		

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: Philomena	
Number of units in the project	72
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$3,749
Estimated Property Tax saved per project annually	\$118,575
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$948,604
Estimated City Tax forgone during the term of exemption per unit	\$29,993
Estimated City Tax forgone during the term of exemption all units	\$239,941
Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of	
Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



Briefing Paper Urban Experience Committee

Division & Department:	Development Services Center	
Subject:	MFTE Conditional Contract	
Date:	March 9, 2020	
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)	
City Council Sponsor:	TBD	
Executive Sponsor:	Wes Crago	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption	
Strategic Initiative:		
Deadline:	Will file for Council consideration following committee meeting	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract	
 <u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption 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. <u>Executive Summary:</u> Applicant applying for a conditional contract for a new apartment building of up to 10 units at the spokane county approace. 		
 Property is zoned CC1- 	itends to convert portion of building in to brewery use also	
 Will utilize parking exemption for MFTE projects in CC zones for residential portion of the building Property in the newly expanded MFTE boundary 		
Budget Impact: Approved in current year budget? Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:	ions/policy? Yes 🔲 No 🛄 N/A	

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: Agnus Development	
Number of units in the project	10
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$521
Estimated Property Tax saved per project annually	\$16,469
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$197,626
Estimated City Tax forgone during the term of exemption per unit	\$6,248
Estimated City Tax forgone during the term of exemption all units	\$74,982
Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



Briefing Paper Urban Experience Committee

	-	
Division & Department:	Development Services Center	
Subject:	MFTE Conditional Contract	
Date:	March 9, 2020	
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)	
City Council Sponsor:	TBD	
Executive Sponsor:	Wes Crago	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption	
Strategic Initiative:		
Deadline:	Will file for Council consideration following committee meeting	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract	
<u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption 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.		
 Executive Summary: Applicant applying for a conditional contract for a new 131 unit apartment building at 15 N Grant/304 E Riverside, near the base of the pedestrian bridge, near the Catalyst development. Property is zoned GC-150, so use is allowed. 		
Budget Impact: Approved in current year budget? Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: Boxcar	
Number of units in the project	131
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$6,821
Estimated Property Tax saved per project annually	\$215,741
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$1,725,932
Estimated City Tax forgone during the term of exemption per unit	\$54,570
Estimated City Tax forgone during the term of exemption all units	\$436,559
Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications	
Subject:	Abadan Reprographics for Quick Copy Work	
Date:	March 9,2020	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Communications – Abadan Reprographics for Quick Copy Work Utilizing Various Account #'s	
Strategic Initiative:	Sustainable Resources	
Deadline:	March 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Quick Copy Work	
Background/History:		
Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Abadan Reprographics was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2019 contracted amount \$80,000.00. Original contract for was three (3) years with 2 one year extensions.		
Executive Summary:		
 Abadan Reprographics, second of two one-year extensions to Value Blanket Order OPR2016-0337 for Quick Copy Work. Requesting \$80,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 		
Budget Impact:		
Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operat	ions/policy? 📕 Yes 🔲 No	
Consistent with current operations/policy? Yes No Requires change in current operations/policy? Yes No		
Specify changes required:		

Known challenges/barriers:

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications	
Subject:	Allied Envelopes Co. for Print Work	
Date:	March 9, 2020	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic	Communications – Allied Envelope Co. for Print Work Utilizing Various Account #'s	
Plan)		
Strategic Initiative:	Sustainable Resources	
Deadline:	March 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work	
Background/History: Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Allied Envelope Co. prints all envelopes due to large volume pricing. 2019 contracted amount was \$100,000.00. Original contract was for three (3) years with 2 one year extensions.		
 <u>Executive Summary:</u> Allied Envelope Co., second of two one-year extensions to Value Blanket Order OPR2016-0334 for Print and Graphic Work. Requesting \$100,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes Yes No If new, specify funding source: No Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications	
Subject:	Copy-Rite Inc. for Print Work	
Date:	March 9, 2020	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp	Communications – Copy-Rite Inc. for Print Work	
Plan, Policy, Charter, Strategic Plan)	Utilizing Various Account #'s	
Strategic Initiative:	Sustainable Resources	
Deadline:	March 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work	
Background/History: Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Copy-Rite Inc. was selected for time sensitive work or when the printed sheet requires a size larger than 12"x18". 2019 contracted amount \$10,000. Original contract was for three (3) years with 2 one year extensions. Executive Summary:		
 Copy-Rite Inc., second of two one-year extensions to Value Blanket Order OPR2016-0335 for Print and Graphic Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications	
Subject:	Garland Printing Company for Print Work	
Date:	March 9, 2020	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Communications – Garland Printing Company for Print Work Utilizing Various Account #'s	
Strategic Initiative:	Sustainable Resources	
Deadline:	March 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work	
Background/History:		
Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Garland Printing Co. was selected for a Web Press (Newspaper Press) capability that allows for inexpensive publications such as the Park Class Schedules. 2019 contracted amount \$10,000.00. Original contract was for three (3) years with 2 one year extensions.		
Executive Summary:		
 Garland Printing Company, second of two one-year extensions to Value Blanket Order OPR2016-0336 for Print and Graphic Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes If new, specify funding source: No Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes Requires change in current operations/policy? Specify changes required:		
Specify changes required:		

Known challenges/barriers:

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications	
Subject:	Plese Printing for Quick Copy Work	
Date:	March 9, 2020	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Communications – Plese Printing for Quick Copy Work Utilizing Various Account #'s	
Strategic Initiative:	Sustainable Resources	
Deadline:	March 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Quick Copy Work	
Background/History:.		
Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Plese Printing was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2019 contracted amount \$10,000.00. Original contract was for three (3) years with 2 one year extensions.		
Executive Summary:		
 Plese Printing, second of two one-year extensions to Value Blanket Order OPR2016-0329 for Quick Copy Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 		
Budget Impact:		
Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact:		
Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required:		

Specify changes required: Known challenges/barriers:

Briefing Paper rban Experience Committe

Known challenges/barriers:

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
Date:	March 9, 2020
Author (email & phone):	Bill Myers, wmyers@spokanecity.org, 625-6418
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	
	Consent L Discussion L Strategic Initiative ITSD – Cityworks Annual Software Maintenance and Support
Alignment : (link agenda item to guiding document – i.e.,	TISD – Cityworks Annual Software Maintenance and Support
Master Plan, Budget , Comp	Utilizing Budget Account #:
Plan, Policy, Charter, Strategic	5300-41630-18850-54820
Plan) Strategic Initiative:	Sustainable Resources
Deadline:	03/31/2020
	Ongoing annual maintenance and support
Outcome: (deliverables, delivery duties, milestones)	
Background/History:	1
	e and affordable GIS-Centric Asset Maintenance Management System.
-	ing ArcGIS software it enables City departments to inventory assets,
-	ts and work orders, and manage labor, material and equipment. Iplemented in 2011 to manage the City's water distribution
-	
infrastructure. In 2014 it was also implemented by the Wastewater department to manage sanitary and storm sewer infrastructure assets. There is a change in the contract cost from the previous year	
(2019) reflecting an upgrade to the City-wide Enterprise License which will provide cost savings as	
	works for their City-wide maintenance management solution.
Executive Summary:	
 Contract with Azteca S Support. 	systems, LLC for Cityworks Software Annual Software Maintenance and
••	ed Asset Maintenance Management System used by the Water and
-	ents to manage public works infrastructure.
 The Street department, and Parks and Recreation are planning on using Cityworks MMS. 	
• Requesting \$114,345.00 including tax for the renewal of this contract.	
• Term is April 1, 2020 – March 31, 2021	
Budget Impact:	
Approved in current year budg Annual/Reoccurring expenditu	
If new, specify funding source:	
	ue generating, match requirements, etc.)
Operations Impact:	
Consistent with current opera	
Requires change in current operations/policy?	
Specify changes required: Known challenges/barriers:	
Kilowii chanenges/ barriers.	

Urban Experience Committee

Division & Department:	Public Works & Integrated Capital Management	
Subject:	Ecology Safe Drinking Water Action Grants	
Date:	02/25/2020	
Author (email & phone):	mpapich@spokanecity.org & 625-6310	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons	
Committee(s) Impacted:	PIES	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment:	2019-2024 Six Year Citywide Capital Improvement Program.	
	Ordinance No. C35560 adopted the program and gives staff	
	authorization to seek funding.	
Strategic Initiative:		
Deadline:	3/17/2020	
Outcome: (deliverables,	Approve the list of water projects for Safe Drinking Water Action	
delivery duties, milestones to meet)	grant applications	
	ter 7.19 requires that prior to submittal all applications need Council	
approval.		
	artment of Ecology Safe Drinking Water Action Grants assist local	
governments in providing safe drinking water to public water systems impacted by contaminated		
	n the amount Ecology may fund; this will be determined by the	
-	nt of funding requested. The funding requires a 10%-50% match of	
eligible costs, to be determined	n identified that meet the eligibility requirements. The first project	
	ster and the SIA Crossing Under I-90. Both of these projects assist in	
-	Airway Heights through our intertie agreement while they resolve the	
PFAS issues with their system.	The second application will be for funds to provide locking	
mechanisms for fire hydrant to	prevent the potential of contaminated backflow to the water system.	
Executive Summary:		
	for Ecology Safe Drinking Water Action Grants.	
	nts to more effectively operate the water system and supply water to	
Airway Heights through our intertie while the PFAS contamination issues are resolved.		
 2. Fire Hydrant Locks to prevent contamination of the water supply through our fire hydrants. The requested dollar amounts is anticipated to be between \$6-7 million total with the two 		
applications.		
Budget Impact:		
Approved in current year budg		
Annual/Reoccurring expenditure? 🏾 Yes 🔚 No N/A		
If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be</i>		
determined at the time of award.		
Operations Impact: Consistent with current operations/policy?		
Requires change in current operations/policy?		
Specify changes required:		
Known challenges/barriers:		

Division & Department:	Business & Neighborhood Services, Planning & Economic
	Development
Subject:	Esmeralda Commerce Park Projects of Citywide Significance and Joint Strategic Funds Development Agreement
Date:	3/9/2020
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, x6597
	Candice Mumm and Michael Cathcart
City Council Sponsor	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience and Finance
Type of Agenda item:	□ Consent □ Discussion □ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Aligns with the Strategic Plan by providing investment in a project of citywide significance.
Strategic Initiative:	Urban Experience – Projects of Citywide Significance Incentive
Deadline:	3/9/2020
Outcome: (deliverables, delivery duties, milestones to meet)	 Projects of Citywide Significance Development Agreements to be drafted for providing strategic investment reimbursement for eligible public improvement costs related to the redevelopment of two projects. Esmeralda Commerce Park
expected to result from the Pro financial incentive to the Project, as outlined in Admin C Council will be asked to approv Committee's recommendation This Development Agreement the Northeast Pubic Developm reimburse a portion of the cos is not to exceed \$1,250,000. The	ve the Development Agreement, which includes the Project Review of an incentive of \$201,049. also includes Joint Strategic Funding for infrastructure improvements in nent Authority (NEPDA). The NEPDA has partnered with this project to ts associated with the construction of a new road. That reimbursement he NEPDA agreed to all the terms outlined in the Development
Executive Summary: • Staff has completed w	oper and the City at its meeting February 14, 2020. ith the Project Review Committee's review, scoring, and centive amount for the future Development Agreements for both the complete project details, Staff Report with Review Committee

Annual/Reoccurring expenditure?	⊠No □N/A		
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy?	⊠Yes □No □N/A		
Requires change in current operations/policy?	□Yes ⊠No □N/A		

RESOLUTION NO.

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND ESMERALDA COMMERCE PARK, LLC RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS.

WHEREAS, The Esmeralda Commerce Park (ECP) project is a proposed development project in southwestern portion of the YARD consisting of approximately seventeen blighted, vacant, Light Industrial zoned acres. The project is described in the application and related attachments as a modern industrial park, featuring 5-6 buildings, sidewalks, with landscaping featuring Ponderosa Pine and Douglass Fir, trees native to Spokane (the "Project"), Esmeralda Commerce Park, LLC applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Esmeralda Commerce Park, LLC to construct Esmeralda Commerce Park, the Project Review Committee recommended a financial incentive of \$201,049 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

WHEREAS, the Project Review Committee's approved staff's recommendation regarding Esmeralda Commerce Park, LLC incentive application on May 13, 2018. Staff proceeded to prepare a development agreement with Esmeralda Commerce Park, LLC, setting forth the terms and conditions under which the \$201,049 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

WHEREAS, pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

WHEREAS, through Spokane Municipal Code Chapter 4.25 and City of Spokane Ordinance No. C-34813, the Northeast Public Development Authority (NEPDA) was established for purposes consistent with RCW 35.21.730 through .757 to facilitate the acquisition, construction, development and operation of public benefit projects and improve economic conditions in and around the City and County of Spokane. The NEPDA has elected to direct \$1,250,000.00 of funds allocated to it by the City towards the construction of public improvements within the Project.

WHEREAS, Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

WHEREAS, pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private

investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements obligating party to fund or provide infrastructure.

WHEREAS, the Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City. In addition to a direct benefit to the City in terms of increased sales and property tax revenues, indirect benefits include encouraging the revitalization and utilization of historic and older commercial buildings in the City's core, providing a mixed-use development that brings employment, and shopping activities into Spokane's west end, and contributes to the public realm by providing additional street level amenities.

WHEREAS, Development Agreements are specifically authorized by RCW 36.70B.170 through .210 and Chapter 17A.060 SMC as a proper exercise of the City's police power;

WHEREAS, the Project is consistent with the requirements of the City's Comprehensive Plan and applicable development regulations;

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

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

Assistant City Attorney

Exhibit A

Development Agreement

Recorded at the Request of and after Recording Return to:

City of Spokane Office of the City Attorney James A. Richman 808 W. Spokane Falls Blvd. Spokane, WA 99201

DEVELOPMENT AGREEMENT

Grantor	City of Spokane, a municipal corporation
Grantee (1)/Developer:	ESMERALDA COMMERCE PARK, LLC , a Washington Limited Liability Company
Legal Description (abbreviated):	MINNEHAHA N L1TO12 B77, MINNEHAHA N L1TO12 B79, MINNEHAHA N L1TO12 B76, MINNEHAHA N LTS 1 TO 12 BLK 65 AND N1/2 VAC WALTON AVE ADJ & W1/2 VACFERRALL ST ADJ, MINNEHAHA N LTS 1 TO 12 BLK 62 AND S1/2 VAC WALTON AVE & W1/2 VACFERRALL ST ADJ, MINNEHAHA N L1TO12 B80, MINNEHAHA N L1TO12 B75, MINNEHAHA N L1TO12 B66, MINNEHAHA ADD NORTH LTS 1&2 & LTS 8&9 BLK 74, MINNEHAHA ADD NORTH LTS 1&2 & LTS 8&9 BLK 74, MINNEHAHA ADD NORTH LTS 1&2 & LTS 8&9 BLK 60
Assessor's Tax Parcel ID#:	35032.1701, 35032.1901, 35032.1601, 35032.0801, 35032.0501, 35032.2001, 35032.1501, 35032.0901, 35032.1405, 35032.1005, 35032.0303

THIS DEVELOPMENT AGREEMENT ("**Agreement**"), having an effective date of _______, 2020 ("**Effective Date**"), is entered into by and among City of Spokane, a municipal corporation of the State of Washington (the "**City**"), and **ESMERALDA COMMERCE PARK, LLC** (the "**Developer**"), collectively referred to hereinafter as the "**Parties**."

<u>RECITALS</u>

A. Developer owns property bordered by N Freya Street on the East, E Rich Avenue on the North, Garland Avenue on the South, and Ralph Street on the West, in Spokane, Washington (the "**Property**"). A legal description of the Property is set forth <u>above</u>.

B. The Property consists of approximately seventeen (17) acres of vacant undeveloped light industrial land. Developer proposes development of a project on the Property that will be known as the Esmeralda Commerce Park (the "**Project**").

C. The Project will be a modern industrial park featuring several buildings, sidewalks, and landscaping featuring trees native to Spokane. The Project will be built in phases and primary tenancy will be industrial and manufacturing businesses and will include approximately 410,000 square feet and employing up to 1,000 people with living wage jobs including the key priority sectors of Technology, Manufacturing, and Aerospace. The first phase of the Project will include construction of the core infrastructure needed to support future phases and the construction of one to two buildings totaling approximately 96,000 square feet.

D. Developer agrees to construct the Project according to the Applicable Rules (defined herein) to include providing public benefit in accordance with this Agreement.

E. In connection with the Project, Developer has agreed to dedicate land for public right-of-way and to construct certain public improvements (the "**Public Improvements**") in conjunction with the Project. The Public Improvements generally include public streets, sidewalks, storm drainage systems, street lighting, and other public improvements all of which are further defined in Exhibit B and B-1.

F. Developer and the City acknowledge the right-of-way dedications and construction of the Public Improvements will: (i) support the development of the Property, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the area, and (iv) is consistent with and carries out the purposes of RCW 36.70B.170. The City has further determined that the Public Improvements are compatible and consistent with the countywide planning policy adopted by the City under RCW 36.70A.210 and the City comprehensive plan and development regulations adopted under chapter 36.70A RCW and Title 17 of the Spokane Municipal Code.

G. Pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

H. Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal, the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

I. Pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements that obligate a party to fund or provide infrastructure.

J. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City.

K. In connection with plans to develop the Project, Developer applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Developer to develop the Project, the Project Review Committee recommended a financial incentive of \$201,049.00 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

L. Through Spokane Municipal Code Chapter 4.25 and City of Spokane Ordinance No. C-34813, the Northeast Public Development Authority (NEPDA) was established for purposes consistent with RCW 35.21.730 through .757 to facilitate the acquisition, construction, development and operation of public benefit projects and improve economic conditions in and around the City and County of Spokane. The NEPDA has elected to direct \$1,250,000.00 of funds allocated to it by the City towards the construction of public improvements within the Project.

M. Development Agreements are specifically authorized by RCW 36.70B.170-.210 as a proper exercise of the City's police power.

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

NOW THEREFORE, in consideration of the above recitals which are adopted herein by reference, and in consideration of the mutual promises set forth herein, the City and the Developer enter into this Agreement.

<u>A G R E E M E N T</u>

I. <u>Definitions</u>.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "**Applicable Rules**" means those provisions set forth in the City of Spokane Comprehensive Plan and Title 17 of the Spokane Municipal Code. Applicable Rules shall not include any requirements set forth in any of the following: the Americans With Disabilities Act, Chapter 19.27 RCW – the State Building Code, and building, fire, plumbing or electrical codes explicitly adopted by the City, and fees (to include utility connection fees) associated with the development of land.

(b) "**Subsequent Project Approvals**" means all Project approvals required by law or City policy after approval of this Agreement to construct the Project including, but not limited to, clearing and grading permits, preliminary and final subdivision approval, binding site plan approval, building permits and occupancy permits (as applicable), as defined by state law and local ordinance.

II. <u>Development of the Property</u>.

Developer Covenants. Developer shall, at no cost or expense to the City, (a) diligently perform and fully complete development and construction of the Project according to approved plans and permits, and in compliance with the Applicable Rules. Provided all such development and construction shall be subject to Subsequent Project Approvals. The Project shall remain subject to all Subsequent Project Approvals required to complete the Project. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Developer shall obtain all required permits prior to commencing construction of the Project. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property, nor shall this Agreement relieve Developer from Developer's obligations to comply with rules and regulations applicable to the Property and Developer's development of the same, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Property. Provided, further, the parties agree, as provided for in RCW 36.70B.170(4), that the City reserves the authority, regardless of the definition of Applicable Rules in this Agreement, to impose new or different regulations during the term of this Agreement to the extent required by a serious threat to the public health and safety.

(b) <u>Public Benefits</u>. As part of the Project, Developer will make significant public dedications and investment in public infrastructure to include utilities and other improvements, including those Public Improvements identified in Exhibit B and B-1 hereto, all of which will provide a public benefit to residents and visitors.

(c) <u>Changes to Project and Amendments</u>. Any Subsequent Project Approval involving a change or amendment of the Project that does not create new environmental impacts not evaluated in the DNS, all as set forth in Chapter 197-11 WAC, shall not require an amendment to this Agreement and shall be subject to the Applicable Rules. Any Subsequent Project Approval involving a change or amendment of the Project that may have a probable significant adverse environmental impact not evaluated in the DNS and not covered by the range of alternatives and impacts analyzed in the DNS, shall be subject to further environmental review.

(d) <u>Reservations of Authority</u>. Notwithstanding any other provision of this Agreement, the following shall apply to the Development of the Property, provided however, that nothing in this Agreement shall diminish Developer's rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095.

(i) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(ii) Regulations governing construction standards and specifications as follows: the Washington State Building Code, Uniform Plumbing Code, National Electrical Code, and International Fire Code as may be amended except as they relate to standards modified by the City in the Approval.

(iii) Taxes, fees or assessments (including mitigations fees) which apply uniformly throughout the City or within a defined area of benefit which includes the Property.

III. <u>Term</u>.

This Agreement shall commence on the Effective Date and shall be deemed terminated and of no further effect upon the earliest occurrence of (i) mutual agreement of the parties, or (ii) December 31, 2029.

IV. Financing of the Public Improvements.

Subject to the terms and conditions of this Agreement, the Public Improvements will be financed, in part, through payment by the City, of a portion of the Developer's costs associated with construction of the Public Improvements identified in Exhibit B and B-1, in an amount not to exceed One Million Four Hundred Fifty One Thousand Forty Nine and 00/100 Dollars (\$1,451,049.00) ("**NTE Amount**"), with the actual payment amount based upon the costs shown in Developer's invoices submitted to the City, subject to the NTE Amount. In no case shall the NTE Amount exceed \$1,451,049.00.

The City's obligation to pay the full NTE Amount is contingent upon Developer completing the Project including (i) construction and dedication of the Public Improvements and (ii) construction of at least 410,000 square feet of building space. Developer may apply for partial payments of the NTE Amount subject to the requirements set forth in Section V(i) below.

V. <u>Design and Construction of Improvements</u>.

(a) To facilitate the Project, Developer shall cause the Public Improvements set forth in Exhibit B and B-1 to be constructed, and shall dedicate such right-of-way as is necessary to facilitate such construction, subject to the provisions of this section V.

(b) Developer shall cause the Public Improvements to be completed, in their entirety. The costs of the Public Improvements include but are not limited to costs of design, construction, permitting, insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Developer shall complete construction of the Public Improvements and the first phase buildings of approximately 96,000 square feet no later than December 31, 2021. Developer shall dedicate the right-of-way after the completion of all Public Improvements no later than December 31, 2029. The City shall not be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount.

(c) The City shall provide Developer with a written commitment in conjunction with the completion of the dedication of right-of- away to prohibit on street parking on all public streets inside the boundaries of the Property. The prohibition shall not apply to streets bordering the Property. The City agrees to use its best efforts to pass a City ordinance prohibiting such parking. Notwithstanding the foregoing the parties acknowledge that; (i) any individual or entity may challenge the legality of such ordinance; (ii) in the event of such legal challenge City agrees to use its best efforts to defend the legality of such ordinance; (iii) despite such efforts City cannot guarantee the outcome of such legal challenge; and (iv) if, as a result of such legal challenge, City is prohibited from enforcing the ordinance, City's failure to so enforce shall not be considered to be a breach of this agreement. The foregoing parking restrictions may, however, be modified upon the mutual written agreement of City and Developer.

Developer shall engage engineers or other professionals to design the Public (d) Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW. See Exhibit C. With respect to the Public Improvements to be transferred to the City upon their completion and acceptance, Developer shall provide an opportunity for the City to review and comment on those proposed designs prior to formal submission for administrative The administrative review shall be for the purpose of determining if the designs approval. meet or exceed applicable City design standards; provided, however, that City administrative approval of designs shall not be construed to subject the City to any liability to the Developer or any third party for defects in design. The City shall issue administrative decisions approving, denying or requesting modification of the proposed designs within twenty-one (21) calendar days after submission or those designs shall be conclusively deemed approved. In the event of administrative denial or request for modification, the City shall specify the basis for the decision and the Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously.

(e) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer's behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. See Exhibit C. As a condition of the City's liability for or payment of any costs associated with the Public Improvements pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Public Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the City's payment for any costs associated with the Public Improvements, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor 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. Upon completion of the Public Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the City shall have a right to direct audit of such information, records, and documents.

(f) <u>Access to Sewer Line</u>. The City shall allow Developer; (i) access and connection to the existing eight-inch (8") sanitary sewer line located under East Garland Avenue; and (ii) access and connection to the existing eight-inch (8") sanitary sewer line located under East Rich Avenue. The City shall allow use of the sewer lines upon payment of the connection charge provided the same is established by ordinance and City's obligations under this agreement should not be construed as a waiver of any conditions or fees otherwise payable in connection with Developer's request to connect this property to said utilities. Prior to any such connection(s), Developer shall determine the adequacy of the existing sewers to serve the Developer's Property and/or Project. Any modifications (e.g., upsizing, etc.) of the existing sewers required to serve the Developer's Property and/or Project shall be at Developer's expense. New roadways in the Project must be located so that existing sewers are located on the centerline of such roadways. Any deviations from City standards must be approved by the City prior to construction.

(g) <u>Access to Water Line</u>. The City shall allow Developer; (i) access and connection to the existing eight-inch (8") water line located under East Garland Avenue; (ii) access and

connection to the existing eight-inch (8") water line located under East Rich Avenue; and (iii) access and connection to the existing twelve-inch (12") water line located under North Freya Street. The City shall allow use of the water lines upon payment of the connection charge provided the same is established by ordinance and City's obligations under this agreement should not be construed as a waiver of any conditions or fees otherwise payable in connection with Developer's request to connect this property to said utilities. Prior to any such connection(s), Developer's engineer shall submit to the City a hydraulic analysis of the existing water mains to ensure that requirements for domestic and fire flows will be achieved upon connection of the Developer's Property/Project to the City's water system. Any modifications (e.g., upsizing, etc.) of the existing water mains required to serve the Developer's Property and/or Project shall be at Developer's expense. New roadways in the Project must be located and aligned so that existing water mains are in locations acceptable to the City. Any deviations from City standards must be approved by the City prior to construction.

(h) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Public Improvements and list the City of Spokane as obligee ("**Obligee**"). In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Public Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the City pursuant to this Agreement.

(i) Subject to the terms and conditions of this Agreement, following completion and acceptance of 100% of the Public Improvements, Developer may invoice the City for partial payment(s) of the NTE Amount as building space is completed in the Project. Such partial payments will be based on the percent of the 410,000 square feet of building space for which Developer has received a certificate of completion from the City, minus any partial payments already made by the City – for example, Developer's receipt of a certificate of completion for a 96,000 square foot building will entitle Developer to invoice the City for twenty-three percent (23%) of the NTE Amount. Developer shall not invoice the City for any portion of the NTE Amount relating to buildings for which Developer has not received a certificate of completion on or before December 31, 2029, and in no event shall the City have any obligation to pay any invoices submitted by Developer after December 31, 2029.

(j) Invoices shall be sent to the City address indicated in Section VI, below, or at such other address that the City specifies. The invoice shall (i) describe the work performed, (ii) certify that the work has been performed consistent with the applicable required specifications of the public entity that ultimately will accept ownership of the Public Improvements, and (iii) certify that prevailing wages have been paid and demonstrate compliance with the paragraph (d) above. Payment shall be made only upon the City Chief Executive Officer's approval; which decision shall be made within sixty (60) days of receiving the invoice from the Developer. The construction of the Public Improvements in public rights of way on public property or within easements granted to governmental entities is subject to the

provisions of chapter 60.28 RCW. The City shall treat those retained amounts as a trust fund for the protection and payment of claims and taxes as set forth in RCW 60.28.011. The amounts so retained by the City shall be later released to Developer consistent with RCW 60.28.011.

(k) Upon acceptance by the City, and payment by the City to Developer of any portion of the NTE Amount, Developer shall deliver or cause to be delivered to the City, two complete sets of "as-built" drawings with respect to the Public Improvements to be transferred. Developer shall also provide such bills of sale or other documents as are appropriate to ensure the transfer to the City, of the Public Improvements constructed by Developer. Upon acceptance by the City, the Developer shall dedicate or convey to the City (i) applicable rights of way on property owned by the Developer for streets or sidewalks, and (ii) easements for all utility and other Public Improvements that are transferred to the respective governmental entity but which have been constructed on or across property owned by the Developer. The Parties shall agree upon the form and content of the documents to convey the necessary real property rights. Thereafter, the Public Improvements shall be available for use by the Developer, and any tenant, purchaser, occupant, assignee or transferee of the Property, without payment or reimbursement of any Public Improvement costs.

Upon completion of the Public Improvements, and as a condition of payment by (1)the City, Developer shall provide the City an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the City as compatible with the requirements of the Washington State Auditor for audit purposes. The City shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the City accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the City within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the City refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the City shall specify the basis for the decision and the City and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement there is not resolved and if within ninety (90) calendar days of City receipt of notification there remain unresolved any issues relating to actual costs, then the City shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator.

(m) <u>Indemnification</u>. Developer shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the development and construction of the Public Improvements, unless caused directly or indirectly by the City's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

Developer's Initials

City's Initials

(n) Insurance Requirements. Developer shall procure and maintain the insurance described in the subsections below from the commencement of Developer's construction of the Public Improvements through the final completion and acceptance date of the Public Improvements by the City:

Builders All Risk Comprehensive Coverage. Developer shall purchase (i) and maintain Builders Risk insurance covering interests of the City and the Developer in the Public Improvements. Builders Risk insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance shall include coverage for temporary buildings; debris removal; damage to materials in transit or stored offsite; mechanical or electrical breakdown/failure; loss of occupancy or business interruption costs; and, damage to electrical apparatus from electrical currents. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the Public Improvements. The Builders Risk insurance shall be maintained until final acceptance of the Public Improvements. Developer and the City waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the Public Improvement. The policies shall provide such waivers by endorsement or otherwise.

(ii) <u>Commercial General Liability</u>. Developer shall carry Commercial General Liability insurance which shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. Developer shall maintain Commercial General Liability insurance regarding the Public Improvements and their operations for at least three years following Substantial Completion of the Public Improvements. Such policy must provide the following minimum limits:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- \$5,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury each offense
- \$1,000,000 Stop Gap/ Employers' Liability each accident

(iii) <u>Automobile Liability</u>. Developer shall carry Commercial Automobile Liability insurance that provides coverage for owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Improvement involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. Such policy must provide the following minimum limit:

• \$1,000,000 Combined single limit each accident

(iv) <u>Workers' Compensation</u>. Developer shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Insurance Policies. Insurance policies required herein:

(aa) <u>Qualifications</u>. Shall be issued by companies authorized to do business in the State of Washington with the following qualifications:

- The insurance companies providing the required coverage must be rated no less than "A-:VII" with the latest edition of A. M. Best's Key Rating Guide.
- All insurance policies, with the exception of Workers' Compensation and of Builder's Risk shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:
 - The City, its officers, elected officials, employees, agents, and volunteers; and
 - The Developer, its officers, agents and employees.
- The policies shall be issued as primary and non-contributory policies; provided, however, that the City, the Developer, Developer, and general contractor(s) and subcontractors, may be insured under one (1) or more blanket insurance policies, which shall be permitted and acceptable. Any insurance, self-insurance or self-insured risk pool coverage maintained by the City shall be in excess of Developer's insurance and shall not be contributory.
• Developer shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of Developer-provided insurance as set forth herein, except Developer shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

(bb) <u>Attachments</u>. To the extent reasonably available from insurers, each such policy or certificate of insurance mentioned and required in this Section shall have attached thereto:

- An endorsement to the effect that the insurance, as to anyone insured, shall not be invalidated by any act or neglect of any other additional insured.
- An endorsement pursuant to which the insurance carrier waives all rights of subrogation against the Parties.
- An endorsement pursuant to which such insurance is primary and noncontributory for those obligations imposed in this Agreement.

(cc) <u>Verification of Coverage</u>. Developer shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein prior to the commencement of the construction of any Public Improvements. Failure of the City to demand such verification of coverage with such insurance requirements or failure to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Developer's obligation to maintain such insurance. The Certificate(s) of Insurance shall clearly indicate the insurance and the type, amount, and classification required.

(dd) <u>Cancellation</u>. Cancellation of any insurance or nonpayment by Developer of any premium for any insurance policies required by this Agreement shall constitute an event of default under the terms of this Agreement.

(ee) <u>Adjustments</u>. The types of policies, risks insured, coverage amounts, deductibles and endorsements may be adjusted from time to time as the City and Developer may mutually determine in writing.

VI. <u>Notices</u>.

All notices under this Agreement shall be in writing and shall be effective when personally delivered, 48 hours after deposit in the United States mail first-class, as registered or certified mail, postage prepaid, return receipt requested, or by electronic communication with proof of delivery to the following representatives of the Parties at the addresses indicated below:

To Developer:

Esmeralda Commerce Park, LLC Attn: Nick Czapla, Authorized Agent/COO PO Box 3949 Spokane, WA 99220 Email: <u>nickczapla@LBStoneProperties.com</u>

To City:

City of Spokane Attn: Tonya Wallace, Chief Financial Officer 808 W Spokane Falls Blvd Spokane, WA 99201

Copy to:	City Attorney's Office
	808 W Spokane Falls Blvd
	Spokane, WA 99201

Any of the Parties may change its address by giving notice in writing to the other Parties.

VII. Additional Provisions.

(a) <u>Entire Agreement</u>. This Agreement is complete and sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

(b) <u>Amendments</u>. The provisions of this Development Agreement contained in this Agreement may only be amended in writing signed by the City and the Developer.

(c) <u>Dispute Resolution</u>. In the event of a dispute among any of the Parties regarding matters under this Agreement, each Party shall give written notice of its concern(s) to the other Party. The Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that the relevant concerns are not resolved within thirty (30) calendar days from the original written notification (or such other time period agreed to by the Parties), the dispute may then be resolved through litigation in a court of competent jurisdiction.

(d) <u>Recordation of Agreement</u>. This Agreement and any amendment or termination to it shall be recorded with the Spokane City Auditor.

(e) <u>No Third-Party Beneficiary</u>. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

(f) <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.

(g) <u>Non-Enforcement not Waiver</u>. Failure by any one of the Parties to enforce this Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so. All remedies afforded in this Agreement or at law, except as provided herein to the contrary, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law.

(h) <u>Authority</u>. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

(i) <u>Venue</u>. This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane City, Washington.

(j) <u>Relationship of Parties</u>. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Developer is an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

(k) Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

(1) <u>Nondiscrimination</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the Development Agreement Page 14 of 20

administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

(m) <u>Anti-Kickback</u>. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

(n) <u>Attorney Fees</u>. In any action, except for mediation, brought under this Agreement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute.

(o) <u>Forced Delay</u>. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of terror, unforeseeable delays not caused by a party, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures of a governmental authority to act after diligent best efforts to cause the governmental authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this section, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension. AGREED by the Parties to this Agreement on the dates indicated below:

CITY OF SPOKANE

Nadine Woodward, Mayor

ATTEST:

Terri Pfister, City Clerk

(SEAL)

Approved as to form:

Assistant City Attorney

Esmeralda Commerce Park, LLC

By: ______ Its: _____Managing Member

Date:_____

EXHIBIT A

The Property and Potential Project Site Plan



Development Agreement

EXHIBIT B

Public Improvements – Map



Development Agreement

EXHIBIT B-1

Public Improvements – Plans & Specifications

Subject to Section V. (d) herein, the plans and specifications submitted to the City of Spokane on 12/20/2019 by Developer, for the construction of the public improvements generally depicted on Exhibit B, are incorporated herein by reference.

EXHIBIT C

PROCUREMENT PROCESS SUMMARY

1. <u>Selection of Engineering Team</u>.

(a) Developer shall obtain engineering services from persons and firms through a written request that describes the general scope and nature of the Public Improvement. The request shall seek Statement of Qualifications/Proposals ("Proposals") for the engineering services. The Developer shall evaluate the Proposals submitted by firms, conduct discussions with one or more firms regarding the required services, and select the most highly qualified firm.

(b) Developer shall retain the selected firm to prepare design documents for the Public Improvements.

2. <u>Construction Services</u>.

(a) The Developer shall interview general contractors with experience in constructing the Public Improvements. The Developer based upon the interview and other relevant considerations shall retain a general contractor to perform the requested work.

(b) Following completion of the design documents, the general contractor shall solicit bids from subcontractors to construct the Public Improvements. Subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the contractor, shall be selected for the work. The general contractor may self-perform work provided the general contractor provides the work at costs equal to or below amounts received from subcontractors.

3. <u>Prevailing Wages and Retainage</u>.

Prevailing wages shall be paid laborers and a 5% retainage shall be withheld from the NTE Amount according to state law.

Esmeralda Commerce Park

Projects of Citywide Significance

Staff Report and Recommendation



Staff

Teri Stripes Planning Services Economic Development Section Applicant

Nick Czapla <u>nickczapla@LBStoneProperties.com</u> 509.343.9003 Authorized Agent/COO Esmeralda Commerce Park, LLC

May 6, 2019

Owner: Esmeralda Commerce Park, LLC PO Box 3949. Spokane WA, 99220

Introduction

The City of Spokane's Projects of Citywide Significance program is designed to help incent and encourage significant private development projects that add lasting value to the City and achieve measurable positive impacts by bringing new livable wage jobs, generating tax revenue, and advancing the community's visions. The program was created by Spokane City Council, Resolution 2015-0101 and follows the Projects of Citywide Significance Incentive Policy administrative procedures contained within City of Spokane Administrative Policy and Procedure, Admin 0650-16-02.

Project Description

The Esmeralda Commerce Park (ECP) project is a proposed development project in southwestern portion of the YARD consisting of approximately seventeen blighted, vacant, Light Industrial zoned acres. The project is described in the application and related attachments as a modern industrial park, featuring 5-6 buildings, sidewalks, with landscaping featuring Ponderosa Pine and Douglass Fir, trees native to Spokane. ECP is planned to be phase over 5 years, this is a similar development pace as another of their properties, Playfair Business Park. The buildings, when completely built out, will include 470,000 sq ft of manufacturing businesses, employing nearly 1,000 people with living wage jobs in the key priority sectors of Technology, Manufacturing, and Aerospace. This first phase of development, will complete the core infrastructure needed for future phases as well as fully construct one building of 96,300 sq ft in year one and likely a second of equal size by the end of year two. This project implements the NEPDA's core mission of replacing blight with jobs on one of the identified catalytic development sites. ECP and has the NEPDA's full support and financial assistance in moving forward.

Location & Context

The Esmeralda Commerce Park (ECP)project will be developed on a 17 acre site located at the southwest corner of Freya Street and Rich Avenue at 4101 N Freya St. The 17 acre site contains multiple parcels. It is expected that the parcel boundaries will be reconfigured to accomplish the desired build out plan of 5 to 6 new buildings. The site immediately adjacent to the new US 395.

The project site and surrounding area are located in an area commonly referred to as the YARD. This target area includes heavy and light industrial properties as well as residential and mixed-use properties along Market Street. The YARD has an extensive Master Plan that focuses on the redevelopment and development of the industrial area to help implement the neighborhood's plan of the area returning to a strong industrial job generator.

The Esmeralda Commerce Park will increase public connectivity in the area. For instance, WSDOT has Garland Avenue targeted as a pedestrian corridor to connect Freya neighborhoods on the east side of the US 395, North Spokane Corridor to the retail areas on the west side along Market. Improvements made by ECP in the public right-of-way along Garland will support the planned walking and bike trails.

Other Incentive Awards or Programs Available to the Project

The Esmeralda Commerce Park Building, by virtue of its location in the YARD Spokane Target Investment Area is eligible for and could receive City incentives in addition to the Projects of Citywide Incentive. The following provides a summary of these incentives, which combined public investment could total up to **\$1,509,056** of additional benefit value. Where known, actual values are used. Otherwise staff has used the best available information to estimate the value of the incentives to the project.

The additional incentives may include:

- Funding allocated to the Northeast Public Development Authority (NEPDA) for infrastructure improvements in the YARD has been earmarked to assist the Esmeralda Commerce Park. The site has long been identified by the NEPDA as one of the YARD's catalytic development site. Esmeralda development aligns with all past planning efforts of the NEDPA for manufacturing job creation. As such the NEPDA has partnered with Esmeralda Commerce Park, LLC and authorized **\$1,250,000** towards the construction of a new public road that will service the interior of the commerce park.
- The General Facility Charge (GFC) Waivers waives system development charges for new sewer and water connections – benefit value is dependent on size and number of new or upgraded connections. For ECP the value of the GFC wavier is estimated at **\$48,000** based upon the projected needs for 8" fire, 4" hydrant, 2" water, and 6" sewer infrastructure – the actual amount will be determined at the time of permitting for these facilities. This incentive is automatic and applied to the permit.
- The Urban Utility Installation Program provides up to **\$10,000** for water, sewer, and/or fire line installation associated with development of vacant land.
- Esmeralda Commerce Park buildings and manufacturing firms are each eligible for a few State incentives as well and the applicants are working with Stan Key at GSI to solidify those applications for Community Empowerment Zone (CEZ) and others that apply to manufacturing.

Financial Partnership Portfolio Evaluation Matrix

Project Based Incremental Revenue

This category measures the project's contribution to City revenue and potential return on investment. To receive any points in this category, a project must generate a three-year total incremental revenue value of at least \$250,000. Projects with over \$1million in three-year incremental revenue receive 30 points. The three-year total incremental City revenue resulting from the project is estimated at **\$505,245**. Therefore, **20 points are awarded to the project in this category.**

Job Creation

The applicant has provided an estimate of the number of jobs by type and average salary for the completed project (see application). Overall, in years one and two, 193 (~ 8 managers, 16 sales, 62 production, 50 laborers, 54 clerks) jobs are expected with over 71% expected at an hourly rate above what the program defines as a livable hourly wage of \$17.50/hour. The rest are at approximately \$15/hour. Based on this, the job creation points (10 points for 192 new jobs for the first new building) are multiplied by 5 (the living wage job creation multiplier) resulting in a **category score of 50 points**.

Comp Plan, Design and the Environment

The project qualifies under the following criteria:

٠	Brownfield Redevelopment	5 points
٠	Innovative Site Design	5 points
٠	Project Includes Sub-Area Plan Improvements	5 points
٠	Design includes enhanced public amenities	5 points
•	Incorporation of Low Impact Development standard	5 points
•	Incorporation of adopted green building standard	5 points
•	Blight removal	5 points
	0	

Total Category Score:

Industry Cluster Advancement

The applicant identifies three priority industry cluster (Manufacturing, Aerospace, and Technology). The resulting category score is the max at 10 points.

Geographic Priority Areas

The project is located in the YARD Target Incentive Area. The resulting category score is the max 10 points.

Special Considerations Bonus

The Esmeralda Commerce Park will increase public connectivity in the area. For instance, WSDOT has Garland Avenue targeted as a pedestrian corridor to connect Freya neighborhoods on the east side of the US 395, North Spokane Corridor to the retail areas on the west side along Market. Improvements made by ECP in the public right-of-way along Garland will support the planned walking and bike trails.

The project is very eligible for Special Consideration Bonus points but staff notes that those points do not reflect a change in the amount of the recommended investment award, so none are applied.

Total Project Matrix Score: 64 points.

Incentive Value Calculations

The project's total matrix score (125 points) and 3-year revenue return to the City (\$505,245) are used to calculate the incentive value for the project as shown in the Table I below. By scoring in the top category (85+ points) the project warrants a base incentive of **\$100,000** plus **20%** of the three-year revenue (\$101,049) for a total incentive value of **\$201,049**

Table I. Matrix Score

Values-Based Score	125			
Revenue (3-Year)	\$ 505,245			
Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$101,049	\$201,049
70	\$80,000	15%	\$75,787	\$155,787
55	\$60,000	10%	\$50,525	\$110,525
40	\$40,000	5%	\$25,262	\$65,262
<40	\$0	0%	\$0	\$0

Recommendation

Staff finds that the project will provide significant community and public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of **\$201,049** towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy.

When considered with the other incentives or assistance, the project may have already received or could receive in the future including the NEPDA's infrastructure contribution, GFC waivers and the Urban Utility Installation program incentives which have been estimated to provide a benefit value of up to \$1,509,056 the total incentive package for the project is estimated at \$259,056, which is equivalent to less than 1% of the \$32 million project construction cost.

Next Steps

This recommendation will be forwarded to the Project Review Committee who will review the recommendation and make a final determination of project score and level of financial partnership eligibility. Based on that determination, staff will brief City Council at an Urban Experience committee meeting and prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval by resolution and signature by the Mayor. The determination of financial incentive value and corresponding development agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Authority

City of Spokane Administrative Policy and Procedure, Admin 0650-16-02 Projects of Citywide Significance Incentive Policy

<u>Section 5.0 Policy:</u> Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as YARD Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit "A" hereto in accordance with the policies and procedures described herein.

Procedure

<u>6.1 Application</u>: Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.

<u>6.2 Determination of Qualification:</u> Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.

<u>6.3 Evaluation of Qualified Projects:</u> Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.

<u>6.4 Determination of Financial Incentive Value</u>: The project's total score and other relevant data will be will be used to determine the financial incentive value based on the annually adopted project funding schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

<u>6.5 Development Agreement:</u> Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

<u>6.6 City Council Approval:</u> The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Esmeralda Commerce Park Building Project PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: 125 Incentive Value: \$201,049

Pursuant to the Projects of Citywide Significance Incentive Policy, the Project Review Committee, hereby:

- Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated.
- Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated, with the following modifications:

Project Review Committee Members:

Ben Stuckart, City Council President

Candace Mumm, City Council

Rick Romero, Office of the Mayor

Gavin Cooley, Chief Financial Officer

cc: Heather Trautman, Director, Planning Applicant

Date:

Date:

Urban Experience

Division & Department: Public Works, Engineering			
Subject:	ect: Sprague Avenue Phase 2B		
Date:	3-9-20		
Contact (email & phone):	Dan Buller (<u>dbuller@spokanecity.org</u> 625-6391)		
City Council Sponsor:			
Executive Sponsor:	Scott Simmons		
Committee(s) Impacted:	PIES		
Type of Agenda item:	🖾 Consent 🛛 Discussion 🖓 Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.		
Strategic Initiative:	Innovative Infrastructure		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract		
 meet) Background/History: This project is the fourth and last in a series of Sprague Avenue projects located between Division Street and Altamont Street, three rebuilds and one grind & overlay. The first project was a full rebuild including sidewalks and associated pedestrian amenities in 2017 from Helena Street to Stone Street. The second project was a full rebuild including sidewalks and associated pedestrian amenities in 2019 from Grant Street to Scott Street. The third project was a grind & overlay from Scott Street to Helena Street. See attached exhibit. This project includes a full rebuild of Sprague Avenue from Division Street to Grant Street including sidewalks and associated pedestrian amenities. Also included are a 24" water main replacement, a 24" diameter stormwater pipe and various minor storm and sanitary sewer upgrades. Bid opening is scheduled for March 16, 2020. Design was federally funded. Construction will be locally funded (UDRA, levy and utilities). 			
Budget Impact: Approved in current year budget? ⊠Yes No N/A Annual/Reoccurring expenditure? ⊇Yes ⊠No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact:			
Consistent with current operations/policy? IVes INO IN/A Requires change in current operations/policy? IVes INO IN/A Specify changes required: Known challenges/barriers:			



Urban Experience Committee

Division & Department:	Finance, Fleet Services	
Subject:	Value Blanket-Hotsy, Value Increase	
Date:	March 9, 2020	
Author (email & phone):	David Paine dpaine@spokanecity.org 625-6878	
City Council Sponsor:		
Executive Sponsor:	Tonya Wallace	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)		
Fleet Services requests to add \$25,000.00 annually to the Hotsy Value Blanket, VB-301075. This will bring the annual expenditure of the VB to \$95,000.00. Executive Summary: Impact • This VB is used to maintain the pressure washing equipment at Fleet Services and helps minimize equipment downtime. Action • We recommend approval to add \$25,000.00 annually to the Hotsy Value Blanket, VB-301075 bringing the annual expenditure to \$95,000.00. Funding • Funding for this is available in the Fleet operating budget.		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes Yes No If new, specify funding source: No Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No Requires change in current operations/policy? Yes Specify changes required: Known challenges/barriers:		

Urban Experience Committee

Division & Department:	Finance, Fleet Services	
Subject:	Value Blanket-Wingfoot, Value Increase	
Date:	March 9, 2020	
Author (email & phone):	David Paine dpaine@spokanecity.org 625-6878	
City Council Sponsor:		
Executive Sponsor:	Tonya Wallace	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)		
Background/History: Fleet Services requests to add \$105,000.00 to the Wingfoot Value Blanket, VB-301061, for this term.		
Executive Summary:		
Impact • This VB is used to purchase miscellaneous tires required to maintain the City's fleet and equipment. Action • • We recommend approval to add \$105,000.00 to the Wigfoot Value Blanket, VB-301061 for this term. Funding • • Funding for this is available in the Fleet operating budget.		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes Yes No If new, specify funding source: No Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No Requires change in current operations/policy? Yes Specify changes required: Known challenges/barriers:		

Briefing Paper Urban Experience Committee

Division & Department:	Building & Development Services / Planning & Neighborhood Services	
Subject:	Shared Mobility Contract and Ordinances Updates	
Date:	March 9,2020	
Author (email & phone):	Colin Quinn-Hurst, cquinnhurst@spokanecity.org , 509-625-6804	
City Council Sponsor:	Breann Beggs	
Executive Sponsor:	Louis Meuler	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, Bicycle Master Plan	
Strategic Initiative:	Sustainable Resources	
Deadline:	March 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:	Improved sustainable urban mobility options	
 operation in 2019, a series of updates to the WheelShare program guiding documents have been identified. These include updates to the contract with the selected vendor, and additional updates to City ordinances. <u>Executive Summary:</u> Updates to Sidewalk Riding Ordinance SMC 16A.61.787 to clarify language specifying prohibited sidewalk behaviors on shared mobility vehicles. Updates to Shared Mobility Contract OPR 2018-0521 to add enforcement requirements and adjust bicycle requirements. Term is May 13, 2019 to May 12, 2021 		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes Yes No If new, specify funding source: No Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

Exhibit A: Special Conditions

for Spokane Shared Mobility

- A. Shared Mobility Company shall maintain a minimum average daily bicycle fleet of 100-50 bicycles through the 1st-quarter of operation in the combined area of the Downtown Business Improvement District and the University District. At that time, bicycle usage will be reviewed and a reduction or adjustment of the minimum bicycles required will be considered if bicycle usage averages less than 1 ride/vehicle/day. If the average bicycleridership exceeds 3 rides/vehicle/day, the Company shall increase bicycle deploymentabove the 100 bicycle minimum.
- B. Shared Mobility Company shall through its safety initiatives, Respect the Ride and other promotional activities provide and distribute bicycle helmets. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in helmets up to 15% of the total quarterly fee amount. Company shall provide back-up documentation of this investment as well as helmet distribution numbers to City staff.
- C. Shared Mobility Company shall through its existing equity programs make investments towards equity initiatives in the City of Spokane. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in equity programs up to 15% of the total quarterly fee amount. Company shall provide back-up documentation of this investment to City staff.
- D. Shared Mobility Company shall cooperate and collaborate with City staff on <u>operational</u> <u>and technological</u> innovations related to parking, vehicle charging, vehicle sensors and other items related to the Smart Cities initiative. Specific details of involvement and investment in these initiatives may be addressed through future contract amendments as needed. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in these innovations up to 15% of the total quarterly fee amount.
- E. Shared Mobility Company shall administer a donation module enabling user donations to a specified local non-profit organization. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by a non-scalable credit up to \$5,000 when the donation program is administered in Spokane.
- F. Total quarterly fee reductions to the Shared Mobility Company shall not exceed 50% of the total quarterly fee amount.

Section 16A.61.787 Sidewalk Riding and Parking

- A. Sidewalk Riding Defined
 - 1. "Sidewalk Riding" refers to the operation of one of the following vehicles upon a sidewalk or other pedestrian thoroughfare:
 - a. motorized and non-motorized personal transportation devices,
 - b. bicycles,
 - c. electric-assist bicycles,
 - d. motorized or non-motorized skateboards,
 - e. roller skates and in-line roller blades,
 - f. coasters,
 - g. motorized and non-motorized foot scooters, and
 - h. application-based electronically activated personal transportation devices.
 - 2. Vehicles excluded from the regulations of this section include:
 - a. wagons,
 - b. strollers,
 - c. wheelchairs
 - d. electronic personal assistive transportation devices.
 - e. bicycles operated by law enforcement officers for routine patrol
- B. Prohibition on Sidewalk Riding in the Retail Zone of the Congested District

No person may ride upon a sidewalk or other pedestrian thoroughfare within the Retail Zone of the Congested District as defined by <u>SMC 16A.04.020</u>. This prohibition does not apply within the geographical boundaries of Riverfront Park or portions of the Centennial Trail within the Retail Zone of the Congested District.

C. Safety Regulations for Sidewalk Riding In All Other Areas

A person riding upon a sidewalk or other pedestrian thoroughfare shall abide by the following requirements:

- 1. Yield the right-of-way to all pedestrians;
- 2. Give an audible signal before overtaking and passing any pedestrian;
- 3. At all times operate in a careful and prudent manner, exercising care to avoid colliding with pedestrians;
- 4. Operate at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and condition of surface; and

- 5. Stop and dismount from the vehicle if the width of the sidewalk or other pedestrian way, or the amount of pedestrian traffic thereon, would endanger or unreasonably inconvenience pedestrians.
- D. Parking Regulations

No person shall place any of the vehicles enumerated in subsection A(1) upon a sidewalk or other pedestrian thoroughfare in a manner as to obstruct reasonable pedestrian traffic and/or vehicular traffic emerging from alleys or driveways.

E. Penalty

Any violation of this section is a class 3 civil infraction, except for violations of parking regulations by application-based electronically activated personal transportation devices, which shall be subject to penalties imposed on the provider.

EXHIBIT C

Shared Mobility Operating Requirements.

January 30, 2020

Equipment and Safety

Requirement S1: All bicycles used by shared mobility vendors shall meet the standards outlined in the Code of Federal Regulations (CFR) under <u>Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles</u>. Additionally, permitted systems shall meet the safety standards outlined in <u>ISO 43.150 – Cycles</u>, <u>subsection 4210</u>.

Requirement S2: Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric assist bikes shall comply with the Class 1 definition and requirements of RCW 46.04.169 and RCW 46.61.710.

Additionally, the City reserves the right to terminate the use of electric bicycles under this program if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.

Requirement S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in <u>RCW 46.61.780</u>. This includes a front light that emits white light and a rear red reflector.

Requirement S4: All electric scooters used by shared mobility vendors shall be consistent with current industry standards for dockless e-scooters.

Shared mobility vendors under this program shall comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract.

Requirement S5: Electric assist bikes and scooters shall be limited to 15 miles per hour on flat ground. Shared mobility vendors shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include but are not limited to: Riverfront Park, the County Courthouse and Public Safety complex and other large public spaces or zones. **Requirement S6:** Shared mobility vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle or scooter.

Requirement S7: Shared mobility vendors shall have visible language that notifies the user that:

- 1. Helmet use is encouraged by all users.
- 2. Bicycles and scooters are restricted from using sidewalks in the downtown zone as defined by the City's municipal code.
- 3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks.

Requirement S8: Shared mobility vendors agree that the City of Spokane is not responsible for educating users regarding laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared mobility vendors agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County, to encourage users to wear helmets and to comply with applicable laws.

Requirement S9: Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared mobility vendors shall notify users of this requirement.

Requirement S10: Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

Requirement S11: Shared mobility vendors shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The shared mobility vendor shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet vending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution.

Requirement S12: Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.

Parking

Requirement P1: For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared mobility vendors shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.

Requirement P2: For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

Requirement P3: Restrictions to allowed parking zones on sidewalks:

- Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
- 2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.



Figure 1



3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.

- 4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking rebalanced often if/when vehicles accumulate with regular use. The vendor shall attend to these zones as needed to maintain functional pedestrian access.
- 5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
 - a. Parklets and streateries
 - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and

Shared Mobility Operating Requirements

staging zones, except at existing bicycle racks;

- c. Loading zones;
- d. Disabled parking zone;
- e. Street furniture that requires pedestrian access (for example benches, parking pay stations, bus shelters, transit information signs, etc.);
- f. Curb ramps;
- g. Building entryways; and
- h. Driveways.

Requirement P4: These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, onstreet parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

Requirement P5: The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked.

Requirement P6: Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the shared mobility operator. The City shall invoice the shared mobility vendor for the vehicle removal and storage expenses.

Requirement P7: All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

Requirement P8: Bicycles and scooters shall be upright when parked.

Requirement P9: Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the shared mobility vendor within the following timeframes:

- 6am to 6pm within two hours of receiving notice,
- All other times within 10 hours of receiving notice.

Requirement P10: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

Requirement P11: If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the vendor to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior.

Operations

Requirement O1: All shared mobility vendors shall have a staffed operations/maintenance center located in the City of Spokane.

Requirement O2: All shared mobility vendors shall have a local manager(s). The vendor shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

Requirement O3: All shared mobility vendors shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

Requirement O4: All shared mobility vendors shall provide the City with a direct contact for vendor staff that are capable of rebalancing bicycles. All permitted vendors shall relocate or rebalance according to the following timeframes:

- 6am to 6pm within two hours of receiving notice,
- All other times within 10 hours of receiving notice.

Requirement O5: All shared mobility vendors shall have a performance bond of \$80/bicycle or scooter, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

Requirement O6: Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the vendor by any individual or entity, and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

Requirement O7: All shared mobility vendor(s) shall have a minimum bicycle and scooter fleet of 500 vehicles; operators shall meet this fleet size within one calendar week of the initial launch date. The maximum fleet size shall be 1,500 vehicles unless otherwise approved in writing by the City. The vehicle fleet shall include a minimum daily average of 50 bicycles in operation, measured on a weekly basis.

Weather conditions permitting, the vendor shall maintain the minimum fleet size from March 15th through November 15th. Fleet size may be reduced from November 15th through March 15th; vehicles should be deployed during this time period when weather and street conditions allow. Re-introduction after winter closures shall be done only with approval from the City.

Requirement O8: The City may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified below.

Requirement O9: Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle.

Requirement 10: Shared mobility vendors shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared mobility vendors shall provide contact information to the City for vendor staff responsible for addressing

Shared Mobility Operating Requirements

property damage issues.

Requirement O11: If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days.

Requirement O12: The City reserves the right to terminate a shared mobility vendor's participation in the program at any time and require that the entire fleet of bicycles be removed from Spokane streets. The decommissioning shall be completed within 5 days unless a different time period is determined by the City.

Special Events and Standing Weather Conditions

Requirement SS1: All permitted shared mobility vendors shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared mobility vendors shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, shared mobility vendors may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. Shared mobility vendors shall coordinate with City staff and special event organizers to identify and establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

Requirement SS2: Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, shared mobility vendors shall remove all vehicles from the public right-of-way within 4 hours.

Data Sharing

Requirement DS1: The shared mobility vendor shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

Requirement DS2: The shared mobility vendor shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

Requirement DS3: All permitted vendors shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the vendors application and through e-mail notification of vendor's customers.

Requirement DS4: All permitted vendors shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be sent to the City monthly.

Requirement DS5: All permitted vendors will keep a record of reported collisions. These records will be sent to the City monthly.

Requirement DS6: All permitted vendors agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant or third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this permit.

Equity

Requirement E1: Shared mobility vendors shall implement and maintain a program that allows for use of bikes/scooters without a smart phone app.

Requirement E2: Shared mobility vendors shall implement and maintain a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

Requirement E3: Shared mobility vendors shall publicize and promote available equity programs.

Fees and Donations

Requirement F1: Shared Mobility vendors shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

Requirement F2: Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

Requirement F3: Shared Mobility vendors shall administer a donation program that allows users to donate to a designated local non-profit organization through the smart phone app.

Enforcement

Requirement EE1: Retro-reflective permit stickers with unique identification numbers will be affixed to every vehicle shared mobility vendor. The City will provide the vendor with details for the sticker format and design, and the vendor will print and affix the stickers on the front and rear of each vehicle. The City may change the sticker format at any time. Permittees are responsible for: 1. Printing each reflective sticker; 2. Affixing stickers on each shared vehicle in operation; 3. Destroying permit stickers of shared vehicles no longer in operation in Spokane; 3. Affixing front stickers on the front of the steering column, facing forward, clearly visible to observers and rear stickers to the rear fender of each vehicle; and 4. Replacing stickers when damaged and illegible.

Requirement EE2: Failure of vendor or shared vehicle users to comply with parking requirements specified in this document, including Requirements P1 through P11, will be subject to a fee of \$15 per offense applied to the vendor. The City will document parking violations and invoice the vendor monthly for total fees. It is required that, when possible based on trip data and time-stamped photographic documentation of each parking violation, the shared mobility vendor pass this fee directly to the offending user. Any fee must be paid in full by the vendor within the time ordered and under the terms and conditions specified. If the payment is not made or the required conditions are not met, the fee may result in a permit suspension, which will take effect immediately upon the deadline given for payment of the fee. The suspension will remain in effect until the fee is paid in full and all required conditions are met.

Requirement EE3: Failure of shared vehicle users to comply with operational requirements specified in Spokane Municipal Code (SMC) Section 16A.61.787 – Sidewalk Riding, and Parking, SMC Section 16A.62.020 – Duty to Obey Rules of the Road is subject fines consistent with the Penalty Schedule under Spokane Municipal Code. Penalties will be applied directly by the City to users per violation. Vendor must distribute notifications, warnings and suspend users' accounts for any documented occurrences of non-compliant behavior. City shall provide the Vendor with a list of users who have been issued fines on a quarterly basis. Vendor shall submit a quarterly report to the City listing notifications, warnings, and suspensions delivered to users on a quarterly basis. Vendor shall submit a fuarterly basis. Vendor shall suspend Users who incur three documented violations of Spokane Municipal Code occurring at any time within the operating season of March 15 to November 15.

Briefing Paper and Staff Report Urban Experience Committee

Division & Department:	BDS – Neighborhood and Planning Services	
Subject:	Grand Boulevard Transportation and Land Use Study	
Date:	March 9, 2020	
Contact (email & phone):	509-625-6087 mwittstruck@spokanecity.org	
City Council Sponsor:	Councilmembers Lori Kinnear and Betsy Wilkerson	
Executive Sponsor:	Louis Meuler	
Committee(s) Impacted:	Urban Experience	
Type of Agenda item:	Hearing Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Centers and Corridors Focused Growth Public Safety – Traffic Calming	
Strategic Initiative:	Invest in key neighborhoods and business centers; Partnership with Spokane Public Schools; Increase housing quality and diversity	
Deadline:	Project complete mid-2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Grand Boulevard design concepts (28 th Avenue to 37 th Avenue) including pedestrian and bicycle improvements, green infrastructure recommendations, phasing alternative, and Land Use Market Analysis. There is currently no funding for improvements.	

Background

https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/.

Launched in early fall 2019, Grand Boulevard Transportation and Land Use Study is a collaborative project between Planning Services and Integrated Capital Management. The transportation analysis is funded primarily through Traffic Calming dollars identified by Comstock Neighborhood Council in 2016, with land use analysis funding sponsored by City Council in 2017. Comstock, Manito-Cannon Hill, and Rockwood Neighborhood Council boundaries intersect at 29th Avenue and Grand Blvd. and the neighborhood councils are actively engaged in the project. Generally, the study area is Grand Boulevard south of 29th Avenue (see attached map).

- Transportation analysis focused on core of the business district on Grand between 29th and 34th Avenues.
- Land use analysis study-area is bounded by 27th Avenue, 39th Avenue, Latawah Street and Arthur Street.

The first Community Workshop and Open House were held October 21-22, 2019. These included a walking tour of Grand Blvd from 27th Ave. to 37th Avenue for participants to observe traffic and pedestrian conditions. A series of three focus interviews were held with participants from neighborhood councils, business interests, and Spokane Public Schools. The Second Community Open House/Workshop was held February 27, 2020.

Feedback and results have now been combined with consultant studies and over 450 SurveyMonkey responses and comments as building blocks for the final study with Grand Boulevard Design Concepts and Phasing and Land Use Market Analysis.

Executive Summary

Safety issues spurred Comstock Neighborhood Council to request traffic study for all modes of travel in the 29th to 34th core of the Grand District Center. Additionally, Council asked that 2006 and 2013 land use changes be studied for effectiveness aimed at increasing housing choice and economic growth in the Center.

Elements of the study include:

- <u>REVIEW: Traffic patterns and safety on Grand Blvd.</u>
- DEVELOP: Understanding of bicycle and pedestrian needs.
- <u>EVALUATE: Concepts of lane reduction, bike lanes, wider sidewalks, and green infrastructure.</u> <u>Analyze current land use and market data.</u>
- <u>STUDY: Land use boundaries with Comprehensive Plan goals in mind</u>

	ares that completenente i lan goals in thing
Budget Impact:	
Approved in current year budge	it? Yes No N/A e? Yes No N/A
Annual/Reoccurring expenditure	e? 🔲 Yes 📕 No 🛄 N/A
If new, specify funding source:	
Other budget impacts: (revenue	e generating, match requirements, etc.)
Operations Impact:	
Consistent with current operation	ons/policy? 🛛 🔤 Yes 🛄 No 🛄 N/A
Requires change in current oper	ons/policy? Yes No N/A rations/policy? Yes No N/A
Specify changes required:	None currently. The proposal will position the Grand District Center
for future public infrastructure i	mprovements and funding applications.
Known challenges/barriers:	Lack of current funding sources for improvements identified in the
<u>studies.</u>	

Attachment: Study Area Map



Briefing Paper Urban Development Committee

orban Development committee		
Neighborhood & Business Services, Neighborhood & Planning Services		
Update on <u>South University District Subarea Plan</u> prior to Plan Commission Public Hearing scheduled for March 25, 2020.		
March 9, 2020		
Chris Green, 625-6194, cgreen@spokanecity.org		
Council President Beggs		
Louis Meuler, Interim Planning Director		
Urban Experience		
🗹 Consent 🗹 Discussion 🔲 Strategic Initiative		
 The subarea plan and proposed land use and zoning map changes align with closely align with the following Comprehensive Plan goals: <u>Chapter 3, Land Use:</u> LU 2: Public Realm Enhancement LU 3: Efficient Land Use 		
Chapter 7, Economic Development:		
 ED 2: Land Available for Economic Activities ED 3: Strong, Diverse, and Sustainable Economy 		
Urban Experience – Grow Targeted Areas		
N/A		
 Following Plan Commission Public Hearing on March 25, 2020 the City Council will receive a recommendation on the South University District Subarea Plan. A resolution adopting the South University District Subarea Plan (see draft subarea plan) as a vision for future development An ordinance amending the Comprehensive Plan Land Use Plan Map, Zoning Map, and overlay zone boundaries to rezone a 63-acre area (see map of proposed zone change) along Sprague Avenue and Sherman Street from GC-150 (General Commercial with 150 foot height limit) to DTU (Downtown University). The balance of the subarea would remain zoned GC-150. 		

Background/History:

- The South University District is part of the larger 770-acre University District, one of the six <u>Target Investment Areas</u> identified in the City's adopted Economic Development Strategy, and has been envisioned as a future "innovation district" providing a hub for job growth in health sciences and related fields.
- Several <u>infrastructure projects</u> have been completed in and around the subarea in recent years, with additional funds for implementation available through the University District Revitalization Area (UDRA) and University District Public Development Authority (PDA).
- Since 2004, several planning processes and studies have considered the future development of the South University District, with most identifying the intersection of Sprague Avenue and Sherman Street as a key node for future mixed-use development. Previous plans have built a better understanding of existing conditions and stakeholder visions for the future of the

subarea, but have not been implemented through changes to zoning or development standards.
 Each stage of the subarea planning process has incorporated engagement with the numerous
stakeholders within the district and the broader community, and has also been closely
coordinated with ongoing subarea planning efforts in the North Bank and Downtown.
 Many discussions with stakeholders have focused on the challenging situation with on-street
parking in the South University District. The subarea planning project is focused on zoning and
development standards that would apply to new development in the South University
District, so its direct impact on parking is limited to determining the requirements for off-
street parking in new developments.
 Apart from the subarea planning process, Parking Services staff have been reaching out to
business and property owners in the South University District to develop new approaches for
making the most of the on-street parking supply.
 Plan Commission will hold a <u>public hearing</u> on the draft subarea plan and proposed land use
and zoning map changes on March 25, 2020, and forward a recommendation to City Council.
Executive Summary:
Department of Neighborhood and Planning Services staff, working with consultant MAKERS
Architecture & Urban Design and district stakeholders, have developed a draft subarea plan
that includes a vision statement, goals, policies, and proposed zone changes to guide future
development in the South University District subarea.
• In order to implement the future development concept envisioned in the subarea plan, the
proposal includes several land use and zoning changes:
• Changing the Land Use Plan Map Designation for a 63-acre area focused on the "T"
formed by Sprague Avenue and Sherman Street from "General Commercial" to
"Downtown"; and
 Changing the zoning of the "T" area from GC-150 (General Commercial with 150 foot
height limit) to DTU (Downtown University); and
 Extension of overlay zones associated with Downtown zones, to designate Complete
Street types for DTU-zoned areas, prohibit standalone surface commercial parking
lots, and apply design review to certain large-scale development projects.
Budget Impact:
Approved in current year budget? Yes X No
Annual/Reoccurring expenditure? TYes 🕅 No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact: Consistent with current operations/policy?
Requires change in current operations/policy? Yes X No
Known challenges/barriers: N/A

Urban Experience Committee

Division & Department:	Neighborhood and Planning Services		
Subject:	ECY Grant Acceptance for the purposes of supporting the mandated Shoreline Master Program 2021 Periodic Update		
Date:	March 9, 2020		
Author (email & phone):	Maren Murphy, <u>mmurphy@spokanecity.org</u> , 625-6737		
City Council Sponsor:	Council Member Mumm		
Executive Sponsor:			
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	X Consent Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shoreline Master Program Amendments (Section 17E.060.110) https://my.spokanecity.org/smc/?Section=17E.060.110		
Strategic Initiative:	Sustainability, Cleaner River, Resiliency, River Connection, Planning for Growth, Beautification WA State mandate to periodically update Shoreline Master Program regulations.		
Deadline:	June 30, 2021		
Outcome: (deliverables, delivery duties, milestones to meet)	The City of Spokane will complete a periodic update of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26. To comply with the mandated periodic update, WA Ecology is providing a grant of \$33,600.		
The <u>Shoreline Management Act</u> (SMA) (RCW 90.58) requires all counties and most towns and cities with shorelines to develop and implement <u>Shoreline Master Programs</u> . The SMA requires each SMP be reviewed and revised, if needed, on an eight-year schedule established by the Legislature (RCW 90.58.080). The City is scheduled to complete a periodic review of the SMP by June 30, 2021. Previous update efforts were done in 2008 and 2011. <u>Executive Summary:</u> The SMP periodic review ensures the SMP stays current with changes in laws and rules, remains consistent with other the City plans and regulations, and is responsive to changed circumstances, new information and improved data. To support this, the City is committed to providing multiple opportunities for public participation throughout the process. Washington Department of Ecology is offering \$33,600 in allocated funds for the periodic review of the SMP. This would supplement staff time to complete the periodic update. <u>Budget Impact:</u> Approved in current year budget? X Yes No If new, specify funding source:			
Department of Ecology is offering \$33,600 in grant allocated funds for the SMP periodic review. Other budget impacts: (revenue generating, match requirements, etc.) No match is required. Operations Impact: Consistent with current operations/policy? X Yes No Requires change in current operations/policy? X Yes No Specify changes required: The update will ensure consistency with the SMA, current state law and update the City's code. Known challenges/barriers:			

Action Items	Project Start	Plan Commission Review	Project Completion		
2020 Estimated Project Completion					
District 1 - U-District Sub-Area	In Progress	Q3-2019	Q1-2020		
District 3 –Monroe Corridor & Center Pilot	In Progress	Q4-2019	Q1-2020		
Perry Center Pilot Project	In Progress	Q4-2019	Q1-2020		
Downtown Plan	In Progress	Q1-2020	Q2-2020		
District 2 – 29 th & Grand Center Plan	In Progress	Q1-2020	Q2-2020		
Street Standards Update (including Bicycle Standards)	In Progress	Q1-2020	Q2-2020		
6-Year Transportation Plan Update*	Q1-2020	Q3-2020	Q3-2020		
6-Year City-Wide Improvement Plan Update*	Q2-2020	Q3-2020	Q4-2020		
Housing Action Plan*	Q4-2019	Q3-2020	Q4-2020		
Design Guidelines – General+	In Progress	Q3-2020	Q4-2020		
Minnehaha – Neighborhood Plan	Q1-2020	Q3-2020	Q4-2020		
Neighborhood Plan – Shiloh Hills, Balboa/S. Indian Trail, Latah/Hangman	Q1-2020	Q3-2020	Q4-2020		
Short Term Rental Updates	Q2-2020	Q3-2020	Q4-2020		
Annual Amendments*	Q4-2020	Q2/3 2020	Q4-2020		

Downtown Design Guidelines & Development Standards	Q2-2020	Q1-2021	Q2-2021
Shoreline Master Plan Periodic Update*	Q1-2020	Q3-2020	Q2-2021
Capital Facilities Chapter Update –Water*	In Progress	Q3-2020	Q3-2021
6-Year Transportation Plan Update*	Q1-2021	Q3-2021	Q3-2021
6-Year City-Wide Improvement Plan Update*	Q2-2021	Q3-2021	Q4-2021
Capital Facilities Chapter Update – Waste Water*	In Progress	Q4-2020	Q4-2021
Annual Amendments*	Q4-2021	Q2/3 2021	Q4-2021
Division Study	Q1-2020	Q2-2021	Q4-2021
Hwy 2 Transportation Study	y In Progress	Q3-2020	Q4-2021
195 Transportation Study	In Progress	Q3-2021	Q4-2021

This items below are for discussion purposes, the staff are seeking input on priorities from the Plan Commission for the goal of preparing a draft Plan Commission and City Council work program for 2020-2021 and presentation for discussion at the December 5th joint meeting. The **Options are:**

- 1. Replace items scheduled for 2020 completion (not including legislatively* required or grant funded+)
- 2. Add to the items scheduled for 2021 completion
- 3. Hold items with recommended order of priority as there are additional staffing or financial resources available, such as early completion of a project.

Discussion items listed (no priority):

- Re-instate Annual Zoning Code Amendment Process
- Sign Code Modifications
- Accessory Dwelling Unit Amendment
- Corner Lot Split
- Duplex on Corner Lots
- Duplexes, Triplex and Courtyard Apartments
- Sub-area planning
- CC3 Overlay Expansion
- Planned Actions
- Central City Line Overlay implementation (Parking & Zoning)
- Manufactured Home Update (Tiny Homes 2019 Legislation)
- · Consolidate zoning categories and area-wide zoning
- Transition Lot Sizes
- Cell Tower Update 5G



STA: High Performance Transit Network

Map TR 6

Legend

High Performance Transit Network

High Performance Transit Network

Base Map Layers

County Adopted Urban Growth Area

---- County Boundary

Rivers

Municipal Boundary

- State Routes
- Arterials
- ___ Future North/ South Corridor
- Centers & Corridors



Source: GIS Date: 07/2017 W S E



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 property lines, section lines, roads, etc.