

**URBAN EXPERIENCE COMMITTEE MEETING**  
**AGENDA FOR MONDAY July 13, 2020**  
**1:15 p.m. — Streaming Live Online & Airing on City Cable 5**

7/13/20

The Spokane City Council's Urban Experience meeting will be held at 1:15 p.m. on July 13, 2020 – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters and staff. The public is encouraged to tune in live at the address above.

**AGENDA**

- I. **Call to Order**
  
- II. **Approval of Minutes**  
[June 8, 2020](#)
  
- III. **Consent Items**
  - A. [Amending Ordinance C-32481 to release easements- Eldon Brown](#)
  - B. [Vacation of a portion of Rosewood east of Helena- Eldon Brown](#)
  - C. [Hyland Software, Inc. Annual Software Maintenance and Support- Carlos Plascencia](#)
  - D. [Complete Repeal of SMC Ch. 11.19- Melissa Wittstuck](#)
  - E. [Value Blanket for Automotive Filters Dollar Increase- Micaela Martinez](#)
  - F. [Purchase of Mini Excavator- Micaela Martinez](#)
  - G. [Purchase of Excavator- Micaela Martinez](#)
  - H. [Annual MOU with County Public Defender- Kathy Knox](#)
  - I. [New Site Lease Agreement with AT&T- David Steele](#)
  - J. [New Site Lease Agreement with Verizon- David Steele](#)
  - K. [Amendment w WSCJTC TAC Officer- Jennifer Hammond](#)
  
- IV. **Staff Reports**
  - A. [UDPDA- Lars Gilbert \(10 min\)](#)
  - B. [Sewer Easement Resolution- Larry Krauter \(10 min\)](#)
  - C. [Grand Blvd Transportation & Land Use Study Final Draft- Melissa Wittstruck \(10 min\)](#)
  - D. [CHHS Housing & Essential Needs SFY21 Increase- Matt Davis \(10 min\)](#)
  - E. CHHS Update Arena Signage- Tim Sigler and Tija Danzig (5 min)
  - F. CARES Act Funding Update- Paul Warfield (5 min)
  - G. Park Updates- Garrett Jones (5 min)
  - H. [Lime Scooters & Wheelshare Program Contract Changes- Colin Hurst \(10 min\)](#)
  - I. [Neighborhood Business Services Re-Organization Update- \(10 min\)](#)
  
- V. **Adjournment:**  
**Next Urban Experience Committee meeting will be on Monday, August 10, 2020.**

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Urban Experience Committee**  
**6/8//20 – MINUTES**

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**Attendance**

*City Employees:* Louis Meuler, CM Karen Stratton, CM Betsy Wilkerson, CM Lori Kinnear, CP Breann Beggs, CM Michael Cathcart, Hannahlee Allers, CM Candace Mumm, Erik Poulsen, Melissa Morrison, Katherine Miller, Tim Dunivant, Tonya Wallace, Brian McClatchey, Inga Note, Kevin Picanco, Kris Becker, Tirrell Black, Maren Murphy

The meeting started at 1:16 p.m.

**Approval of Minutes:**

The May 11, 2020 meeting minutes were approved unanimously.

**Agenda Items:**

**1. WSDOT Pedestrian/Bike Grant Opportunity - Inga Note, Katherine Miller, & Kevin Picanco**

The state-wide funding is expected to be \$18,380,000, applications are due July 13<sup>th</sup>, 2020, project selection will occur by July 2021, and projects with match money will score higher (even though a match isn't required for application).

Scoring is broken down into five categories:

- 40% safety
- 16% equity
- 12% deliverability
- 14% value
- 18% project quality

The best scoring projects for Spokane are:

- Pacific Avenue Greenway
- Greene/Carlisle Crosswalk
- Millwood Trail Near SCC
- US 2 Pathway

CM Stratton referred any questions on the grant opportunity to Katherine Miller.

**2. WQTIF – CM Stratten & CP Beggs**

CP Beggs gave an update on the possibility of extending the WQTIF. They've met with West Central Neighborhood but haven't been able to attend meetings with Riverside or Emerson-Garfield, due to COVID. TIF money can now be used for permanently affordable housing. They are three to four weeks away from having a proposal. CM Stratton advised they have requested the three neighborhoods be more specific in the project proposals they'd like to have completed in their neighborhoods.

### **3. Affordable Housing – Melissa Morrison & Erik Poulsen**

Affordable housing is still limited in Spokane. Melissa & Erik shared some of the City's strategies moving forward, focusing on:

- The City's Strategic Plan that calls for a reduction in homelessness and protection of vulnerable populations and an increase in housing quality & diversity
- Housing Strategies including shared equity, land banks, housing trust fund, & zoning & regulation changes
- New Funding Championed by City Council: 1590 Sales Tax, 1406 Sales Tax Credit, & TIF Expansion for Affordable Housing

### **4. Landlord/Tenant – CP Beggs**

CP Beggs wanted to let people know they are making good process on landlord/tenant legislation, focusing on potential problems, ordinance solutions, funding solutions that will be included in an interactive Web document. One example of a specific problem is the cost of background checks, so they're thinking of making background checks a one stop shop for all landlords. Progress is coming along well with the team that includes CM Stratton, CM Burke, City Staff, tenants, landlords, a tenant lawyer, landlord lawyer, and social service provider. CP Beggs advised Code Enforcement is going to start being able to intervene in individual situations, instead of just responding to complaints of substandard housing.

### **5. Overview of Housing Action Plan – Maren Murphy**

The goal of the Housing Action Plan is to encourage construction of additional affordable housing, focusing on a greater variety of housing accessible to people in a wider range of incomes. The project approach is data-driven and community-informed, with a focus on equity. The project started this spring and will complete with recommended actions in the spring of 2021. Maren discussed potential stakeholders, the internal team (including CHHS, Building Code Enforcement, City Council, and the Mayor's Office), & collaborative community stakeholders. She also discussed some engagement activities (including interviews, focus groups, fact sheets, blog posts, and social media).

### **6. CARES Act Funding Overview & Allocation Process – Tonya Wallace/CP Beggs**

CP Beggs said they and the administration have been working quite a bit with the County to try and get them to prioritize their use of the \$91.5 million in CARES Act funding, since the intent of the act was to use the money soon in order to be a safety net for the community. Council has worked up a draft resolution, inviting the administration and Council sit down to discuss how to spend the money.

The administration has been reviewing the state's guidelines and requirements. The City will have slightly different guidelines and procedures from other entities, such as the County. The City will need to fill out an application with the state, who will be receiving the money from the US Treasury. October 31<sup>st</sup> is the end of the City's time period to spend the dollars. They've been keeping track of expenditures incurred by the City and will be presenting it to Council next Monday. It's broken down into six categories of CARES funding. They've also recognized a shift in where the needs are in the community, so there may be a shift in where they need to spend the dollars.

### **7. Parking Update – Status of Projects Going Forward - Kris Becker**

Kris gave an update on the implementation of the Downtown Parking Study. They

expect to have a draft of municipal code changes by the end of July and setting up study sessions with Council in August. They are currently working with an internal team that includes, Legal, Municipal Court, Planning & Parking staff. The topics being reviewed are fees & charges, definitions, rules of the road, permitting, general provisions, administration, and enforcement. The RFP for paid parking equipment was out at the end of last year. MacKay Meters will be providing dual and single space meters, and Flowbird (formerly Parkeon) was selected to provide kiosks. The parking consultant just provided draft recommendations on where kiosks and meters should be placed. That information will be provided to Council soon. They are currently updating GIS to show the correct placement of all current meters. Parking rates will not be increased this year. Accounting is investigating the option of leasing the meters and kiosks. They are also working with Kirsten Davis on a communications plan to get information on all the changes out to the public. An RFP for citation software is in the works now, and Parking and Municipal Court are discussing the possibility of an amnesty program to allow people to pay off parking tickets and save the City from having to pay to transfer all the data for unpaid tickets to the new software. The final draft of the RFP should be done in mid-June. The 10-minute curbside parking has been successful, so they are looking at implementing similar curbside management going forward. There are extensions of two contracts coming to Council regarding the current software.

#### **8. Update on Neighborhood Clean-up Program – Louis Meuler**

Louis advised there have been frustrated neighborhoods at recent Community Assembly meetings, regarding the lack of clean-up programs due to COVID. The only thing available for use right now is the distribution of dump passes, but there are a limited number of passes that can be used right now, according to the waste to energy plant. He said they are focusing on lower income areas that typically have more Code Enforcement issues and make greater use of the curbside pickup programs. We're only able to hit 15-20% of the single-family residents in Spokane, due to the limitations.

#### **Consent Items:**

All consent items were approved and moved forward.

#### **Executive Session:**

CP Beggs advised they would hold an executive session on Labor Negotiations after the 3:30 Council session, reconvening once the executive session is done.

#### **Adjournment:**

The meeting was adjourned at 3:10 PM

#### **Prepared by:**

Stephanie Bishop

#### **Approved by:**

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Chair – Karen Stratton

For further information contact: Stephanie Bishop, 625-6244



## Briefing Paper (Urban Experience Committee)


<b>Division &amp; Department:</b>	Planning & Development
<b>Subject:</b>	Amending Ordinance C-32481 to release easements
<b>Date:</b>	July 13, 2020
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Precedes taking this Ordinance to a City Council Meeting to officially amend the ordinance
<b>Background/History:</b> The property owner would like to release easements encumbering their property that were previously established by the City when Wiscomb St. was vacated.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Public and private utility companies have been contacted and there are no objections to this release.</li> <li>• Map of the easement release area.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Amending Ordinance C-32481



**Right-of-way Description:  
Vacated Wiscomb St. between  
Cleveland and North Foothills**

## Legend

 Easement Area

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



## Briefing Paper (Urban Experience Committee)

<b>Division &amp; Department:</b>	Planning & Development
<b>Subject:</b>	Vacation of a portion of Rosewood east of Helena
<b>Date:</b>	July 13, 2020
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
<u>Background/History:</u> The property owner would like to vacate the adjacent right-of-way to increase the buildable footprint.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>• Initially the entire RW width was applied for however the majority owner on the south side removed their signature from the petition.</li> <li>• The applicant's Attorney requests that the vacation be granted at no charge because this section of RW has already technically been vacated by operation of law</li> <li>• Map of the proposal area attached along with the application materials</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





Date January 30, 2020

We hereby make application for the vacation of East Rosewood Avenue from North Helena Street to North Pittsburg Street (the eastern end of which was vacated previously).

The reasons for the vacation are: This portion of Rosewood Avenue is useless as part of the county road system, and the public will be benefited by its vacation and abandonment.

Public benefits to be derived from the vacation are: (1) transfer of the costs for management and maintenance, and associated liability and risk, from the public to private parties, and (2) increased value to the public in property taxes.

**Property Owner 1**

Parcel Number 36283.1913

Proponent's (Record Owner's) Signature [Signature]

Print Name Jon D. and Nicol Whipple

Email jon@baldwinsigns.com; nicol@baldwinsigns.com Phone Number (509) 995-7817

City \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

**Property Owner 2**

Parcel Number 36283.2004

Proponent's (Record Owner's) Signature [Signature]

Print Name Bob and Marie Nesbitt, as trustees of the Nesbitt Revocable Living Trust

Email maynesbitt@gmail.com Phone Number (509) 994-3369

City \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

**Property Owner 3**

Parcel Number 36283.2017

Proponent's (Record Owner's) Signature \_\_\_\_\_

Print Name Collision Service Repair Center, Inc.

Email \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

**Addendum to Application for Vacation of East Rosewood Avenue**

The Applicants hereby submit that the Vacation of East Rosewood Avenue, as requested in the foregoing application, was accomplished by operation of law under a previous version of a non-user statute, RCW 36.87.090, which provides as follows:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

The Applicants submit that the portion of East Rosewood Avenue requested to be vacated in the attached application met the criteria for vacation under this statutory provision, as, to the best of Applicants' knowledge and belief, it remained unopened for public use for more than five years after its dedication in 1890. In support of this contention, Petitioners refer the City Council to Ordinances C35121 (August 2014) and C35375 (May 2016), attached, in which the Council held the above statutory provision applicable to the eastern end of East Rosewood Avenue on the same block between North Helena Street and North Pittsburg Street.

Given that the requested vacation of Rosewood Avenue was accomplished by operation of law, Applicants request that no compensation for the assessed value of the vacated area be required.

Respectfully,



Tyler Lloyd, WSBA #50748  
McNeice Wheeler, PLLC  
Attorney for Applicants Jon and Nicol Whipple



After recording return to:

Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

RECEIVED

FEB 13 2015

CITY CLERK'S OFFICE  
SPOKANE, WA

STREET VACATION ORDINANCE C35121

Grantor: City of Spokane

Grantee: The Public

Abbreviated Legal Description: Portion of the Southwest Quarter of Section 28,  
T26N, R43E, W.M., more fully described on page  
one of the document.

Parcel Number: Parcel number not assigned

City of Spokane  
Planning and Development  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35121

An ordinance vacating the north 30 feet of Rosewood Avenue 225 feet East from the East line of Helena Street to the West line of Pittsburg Street in Section 28, T26N, R43E, W.M., Spokane, Washington (hereinafter "Rosewood Avenue") from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, a petition for the vacation of the north 30 feet of Rosewood Avenue 225 feet East from the East line of Helena Street to the West line of Pittsburg Street in Section 28, T26N, R43E, W.M., Spokane, Washington, has been filed with the City Clerk by the owner of property abutting said street, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, a previous version of a non-user statute (RCW 36.87.090), adopted by the legislature in 1889, provided:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

WHEREAS, Rosewood Avenue was dedicated in 1890 as part of the Gunn's Addition to Spokane Falls Wash plat, which plat was located in unincorporated Spokane County; and

WHEREAS, to the best of the City's knowledge and understanding, Rosewood Avenue has never been improved as a public street and opened for public use; and

WHEREAS, Rosewood Avenue and the areas surrounding it were annexed into the City of Spokane in 1994 by the Calkin's Annexation, more than five years after Rosewood Avenue was dedicated; and

WHEREAS, due in part to the fact that Rosewood Avenue has never been improved or used as a public street, various private improvements encroach into Rosewood Avenue; and

WHEREAS, by virtue of the RCW quoted above, the Spokane City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:


Section 1. That the north 30 feet of Rosewood Avenue 225 feet East from the East line of Helena Street to the West line of Pittsburg Street in Section 28, T26N, R43E, W.M., Spokane, Washington, is hereby vacated. Parcel number not assigned.

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

Section 3. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago.

Passed the City Council 08.11.2014

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

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

Approved as to Form:

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



  
\_\_\_\_\_  
Mayor

Date: 08.21.2014

Effective Date: 09.20.2014





City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35375

An ordinance vacating the south 30 feet of Rosewood Avenue beginning 225 feet east of the east line of Helena Street, to the west line of Pittsburg Avenue;

WHEREAS, a petition for the vacation of the south 30 feet of Rosewood Avenue, located in the Southwest Quarter of Section 28, Township 26 North, Range 43 East, Willamette Meridian, Spokane, Washington, beginning 225 feet east of the east line of Helena Street, to the west line of Pittsburg Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, a previous version of a non-user statute (RCW 36.87.090), adopted by the legislature in 1889, provided:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

WHEREAS, Rosewood Avenue was dedicated in 1890 as part of the Gunn's Addition to Spokane Falls Wash plat, which plat was located in unincorporated Spokane County; and

WHEREAS, to the best of the City's knowledge and understanding, Rosewood Avenue has never been improved as a public street and opened for public use; and

WHEREAS, Rosewood Avenue and the areas surrounding it were annexed into the City of Spokane in 1994 by the Calkin's Annexation, more than five years after Rosewood Avenue was dedicated; and

WHEREAS, due in part to the fact that Rosewood Avenue has never been improved or used as a public street, various private improvements encroach into Rosewood Avenue; and

WHEREAS, by virtue of the RCW quoted above, the Spokane City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the south 30 feet of Rosewood Avenue, located in the Southwest Quarter of Section 28, Township 26 North, Range 43 East, Willamette Meridian, Spokane, Washington, beginning 225 feet east of the east line of Helena Street, to the west line of Pittsburg Avenue is hereby vacated. Parcel number not assigned.

Section 2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago.

Passed the City Council May 16, 2016

[Signature]  
Council President

Attest: [Signature]  
City Clerk



Approved as to Form:

[Signature]  
Assistant City Attorney

[Signature]  
Mayor

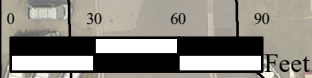
Date: May 31, 2016

Effective Date: June 30, 2016

**P2000509VACA**



N Helena St

E Rosewood Ave



**Right-of-way Description:**  
That portion of the north half of Rosewood Ave between the east line of Helena St. and 25 feet east of the west line of Lot 17, Block 27 of the Plat of Gunn's Addition to Spokane

**Legend**

-  Previously Vacated
-  vacation

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





## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Hyland Software, Inc. Annual Software Maintenance and Support
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – OnBase Annual Software Maintenance and Support  Utilizing Budget Account # 5300-73300-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	April 1, 2020 – March 31, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<b>Background/History:</b>	
<p>This contract was originally presented to Committee on March 9, 2020. Following Council’s initial approval of the contract on March 16, 2020, Hyland declined to sign and requested a revision to the contract amount. The originally approved contract amount was \$68,348.90. The revised lower amount is \$68,041.67.</p> <p>Hyland Software supports the City’s OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane’s Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. 2019 contracted amount was \$67,951.14.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>Contract with Hyland Software, Inc. for Annual Software Maintenance and Support of the City’s OnBase document imaging system.</li> <li>Requesting \$68,041.67 including tax for the renewal of this contract.</li> <li>Term is April 1, 2020 – March 31, 2021</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**Briefing Paper**  
**Urban Experience Committee**  
**July 13, 2020**

<b>Division &amp; Department:</b>	BDS – Neighborhood and Planning Services
<b>Subject:</b>	11.19 Repeal - Completion
<b>Date:</b>	July 13, 2020
<b>Contact (email &amp; phone):</b>	509-625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmember Candace Mumm
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Hearing <input checked="" type="checkbox"/> Consent/Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use 7.2 Continuing Review Process. Strategic Plan.
<b>Strategic Initiative:</b>	Continuous Improvement and Innovation, Sustainable City, Customer Service.
<b>Deadline:</b>	Project complete August 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Move repeal of remaining sections of Spokane Municipal Code (SMC) to legislative action, closing out SMC chapter 11.19.
<p>Neighborhood and Planning Services (NPS) proposes final repeals and closure of Spokane Municipal Code (SMC) Title 11, Regulation of Building and Land Use, Chapter 11.19, Zoning Code. Over the years, as most of the Articles and Sections in 11.19 were transferred to the Unified Development Code in Title 17, some obsolete sections in 11.19 remained in an active state, lacking repeal process. This “twilight” status has created confusion for public users of the development code.</p> <ul style="list-style-type: none"> <li>• 25 obsolete or redundant sections of Chapter 11.19 are included in the draft repeal ordinance (attached).</li> <li>• Draft has been reviewed by impacted internal users and Legal.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:    Legislative repeal action.</p> <p>Known challenges/barriers:    None.</p>	

**Title 11 Regulation of Building and Land Use - 2020 Repeal Action List**

<b>Chapter/Section</b>	<b>Status</b>	<b>Revised Location</b>
<b>Chapter 11.19 Zoning Code</b>		
11.19.095 Mini Storage	City Clerk Recommendation. Add'l support docs in CPR 2006-0029 11.19.095 was renumbered as 11.19.0330 Sept 2000 C32719; 11.19.0330 repealed C34713 May 2011. SMC 11.19.095 not repealed. ORD C33844 Sec 8.	Section 17C.120, 17C. 124.110, 17C.130.110, 17C.190.280, Spec. Std 17C.350. Section 1.05.160 LU Violation Civil Infraction Penalty Schedule
11.19.100 R3 MF Zone	11.19.101, .102 Repealed. City Clerk Recommendation. 11.19.100 not listed in repeal ORD C33842 Sec 47. WAS LISTED in C33842 Repealing 11.19.100 May 2006	Section 17C.110.030, 17C.110.310, 17C.110.400 Design Stds.
11.19.230 Airport Districts	SMC 17C.180 C34697 Feb 2011 Establishing new overlays in W Plains & Felts Field. No repeal language for 11.19.230 (11.19.220 Zoning Map was repealed)	SMC 17C.120 Commercial Zones Section a7C.120.220 (C) Height, 17C.180 Airfield Overlay Zones, 17C.180.030, 17C.182, 17C.182.010 Fairchild Overlay Zones
11.19.255 Development Sensitive Overlay	Not listed in repeal documents. 11.19.255 and 11.19.2560 in Repeal ORD 34147.	17E.010-070 Critical Area Ordinances
11.19.2560 Title Purpose Intent Severability	Not listed in repeal documents. 11.19.255 and 11.19.2560 in Repeal ORD 34147.	
11.19.275 and 11.19.276 Industrial Overlay Zone and IOZ Public Notice	ORD 31119 May 1994, EFF Jun 1994 for both sections. Not listed in Repeal ORD C33757	SMC 17C.130, 17C.130.020, 17C.17C.130.030, 17C.130.040, 17C.130.120, 17C.130.130, 17C.130.200, 17C.130.210, 17C.130.240, 17.130.250,
11.19.2858 LU Compatibility Table	C-31577 March 1996 EFF April 1996. C33843 did not list in repeal.	SMC 17C.110T, Table 17C-110-1 Res Zone Primary Uses, 17C.120 Comm 17C.122 C&C, 17C.123 Form-Based, 17C.124 DT, 17C.130 Industrial, 17C.160 NB Overlay, 17C.170
11.19.2912 Swale Percolation	Not listed in Repeals. 11.09 Repealed; transferred to SMC 17C. 200.060 May 11, 2012	SMC 17C.200.060
11.19.2914 Time for Completion-Security	Not listed in Repeals C33843 or C35293 Completion and Bonding. 11.09 Repealed; transferred to SMC 17C. 200.090 May 11, 2012	SMC 17C.200.090
11.19.325 Conversion of Public and Semi-Public Facilities	Not repealed. Transferred to Title 17C.320 Conditional Uses Section C 33636 May 31, 2005.	SMC 17C.320.060 Conversion of Public and Semi-Public Facilities
Article VII Administration 11.19	C34713 2011 Partially repealed; 11.19.825 Reasonable Use Exception, 11.19.850 Interpretation, and 11.19.870 Development Agreements.	New sections in 17 for Admin Authority
Article VII Administration 11.19. 720 Bldg Official	C34135 Nov 2007; EFF Jan 2008. SMC 17F.040.150 Building Inspector-Building Official C 33594 Feb 2005; EFF Apr 2005 Function of Building Inspector C33594 eb 2005; EFF Apr 2005	SMC 17F.040.150 for Admin Authority
Article VII Administration 11.19.730 City Council	Not repealed. C 33576 Feb 2005; EFF Mar 2005	New sections in SMC 02.005 - 02.05 and SMC 17G for Admin Authority.SMC 02.005 - 02.05 C 35428 2016; C34579 2010; C35236 2015; C35356 2016. Unified Development

Article VII Administration 11.19.740 Fire Official	C15434 EFF Jan 2001 Not repealed.	New sections in SMC 17F.040.179 and SMC 17F.080.040 for Admin Authority. SMC 17F.080.040 Fire Code (Fire Official defined) C 35816 Oct 2019; EFF Nov 2019 SMC
Article VII Administration 11.19.750 Health Officer	C32762 Dec 2000; EFF Jan 2001 Reference to Health Officer and Director of water and hydroelectric serves to approve sanitary sewer system for mfg home park.	Recodification C34122 SMC 13.01.0208 Health Officer. SMC 17G.010.100 (A)(1)(b) Engineering Services, SMC 17G.010.150
Article VII Administration 11.19.755 Hearing Examiner	Not repealed.	New sections in SMC.02.005.040 & SMC 17G.050.010, SMC 17G.050.070. SMC 02.005.040 ORD 34579 Oct 2010; SMC 17G.050.010 ORD 33578 EFF March 2005;
Article VII Administration 11.19.760 Historic Body	Not repealed.	New sections in 17A for Admin Authority. ORD 34566 Mar 2010; EFF Apr 2010 SMC 17A.010.070 Delegation of Administration SMC 17D.040 (repealed) and 17E.050. SMC
Article VII Administration 11.19.770 Park Board & 11.19.780 Parks Director	C 15434; not repealed.	New sections in SMC 04.11.110. Park Board ORD 33995 March 2007 EFF May 2007
Article VII Administration 11.19.790 Plan Commission	Not repealed; C34530 Sec 6 Dec 2009 EFF Jan 2010	New sections in SMC .04.12; SMC 17G.025.010. SMC Chapter 04.12 Plan Commission Mar 2009 EFF Apr 2009 ORD 34403 Sec 1. Unified Development Code
Article VII Administration 11.19.800 Engineering Services Director	Not repealed; ORD 33112 Sec 40 Nov 2002 EFF Dec 2002	New sections in SMC 17A; SMC 17E; SMC 17F; SMC 17G; SMC 17I. ORD 34566 Mar 2010; EFF Apr 2010 SMC 17A.010.070 Delegation of Administration SMC 17E.050,
Article VII Administration 11.19.820 Zoning Director - Planning Director	Not repealed; ORD 34530 Dec 2009 EFF Jan 2010	New sections in SMC 17A; SMC17B; SMC 17C; SMC 17D; SMC 17E for Admin. ORD C 34566 Mar 2010; EFF Apr 2010 SMC 17A.010.070 Delegation of Administration
Article VII Administration 11.19.860 Innovative Residential Development	C 15434 Jan 2001. SMC 11.19.0321 Partial repeal Innovative Residential Development C34713; does not include 11.19.860.	PUD/Plans in Lieu List new SMC 17C.110; SMC 17C.060.170(D)(4), SMC 17E.040.060 Reasonable Use, SMC 17G.070.110, SMC 17G.070.200
Article VII Administration 11.19.880 Revisions of Approval	Not repealed; C15434 Jan 2001 Hearing Examiner approve revised development plans when not subject to Council action.	New SMC 02.005.040 ORD 34579 Oct 2010; SMC 17G.050.010 ORD 33578 EFF March 2005; SMC 17G.050.070 ORD 35816 Nov 2019
Article VII Administration 11.19.890 Amendment	Not repealed; C15434 Jan 2001 City Council amend zoning code after consideration and recommendation by Plan Commission	New SMC 02.005 - 02.05 C 35428 2016; C34579 2010; C35236 2015; C35356 2016. Unified Development Code: SMC 17G.025 UDC Amendment Procedure SMC 17G.025.010 (H) City Council Action C35536 Aug 2017; EFF Oct 2017

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Value Blanket for Automotive Filters Dollar Increase
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> Fleet Services would like to increase the Automotive Filters Value Blanket dollar amount to \$90,000 for the purchase of Automotive Filters.	
<u>Executive Summary:</u>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>The Automotive Filters Value Blanket allows Fleet Services to purchase necessary automotive filters for the City Fleet to keep the vehicles in working order.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>We recommend approval to add funds to the Automotive Filters Value Blanket.</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this is included in the Fleet Department budget.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Mini Excavator
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>	
Fleet Services would like to purchase one (1) Mini Excavator for the Wastewater Department using Sourcewell Contract #032119-JDC for \$79,751.24 including Tax, from Pape Machinery, Spokane, WA.	
<b>Executive Summary:</b>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>The mini excavator will replace equipment that has reached the end of its economic life.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>We recommend approval for the purchase of a mini excavator for the Wastewater Department.</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this is available in the Wastewater Department Fund.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specify changes required:	
Known challenges/barriers:	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Excavator
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> Fleet Services would like to purchase one (1) Excavator for the Wastewater Department using Sourcewell Contract #032119-JDC for \$182,932.85 including Tax, from Pape Machinery, Spokane, WA.	
<u>Executive Summary:</u>  <u>Impact</u> <ul style="list-style-type: none"> <li>The excavator will replace equipment that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of an excavator for the Wastewater Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Wastewater Department Fund.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Stand Alone Departments/ Public Defender
<b>Subject:</b>	Annual MOU with County Public Defender
<b>Date:</b>	7-13-20
<b>Contact (email &amp; phone):</b>	<a href="mailto:kknox@spokanecity.org">kknox@spokanecity.org</a> ; 835-5972
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget & Strategic Plan To make the best use of available resources in coordination with other criminal justice departments.
<b>Strategic Initiative:</b>	Criminal Justice Reform / Jail reduction / Increased Revenue / Professional Development
<b>Deadline:</b>	At Council in July, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>For many years, the City Public Defender’s Office and the Spokane County Public Defender’s Office have had a Memorandum of Understanding on a conflicts trading agreement, for cases in either office that have a legal conflict of interest. It includes the trading by the County to the City of some Class C felony work in exchange for the County taking more misdemeanor conflicts from the City. This has been done without the exchange of any funds. There has been discussion to expand the felony role at the City Public Defender’s Office in exchange for funds. Now, one of our attorneys will take on a half-time felony caseload, and continue to represent city clients charged with domestic violence as he has in the past and his prior non-DV caseload would be handled by a temp seasonal attorney working three days per week. That attorney will be paid with funds received from the County.</p> <p>There has been discussion with city Human Resources and Civil Service of the possible creation of a Public Defender III job classification, for the attorney handling the felony half caseload and for the lead attorney in Community Court. The Administration has thus far not wanted to move forward with the Civil Service classification. I am hopeful that it will be a topic of future discussion, however.</p>	
<p><b>Executive Summary:</b></p> <p>This is a new MOU between the City Public Defender/County Public Defender MOU. The City will expand its responsibility of handling conflict of interest cases, with a half felony caseload in exchange for a minimum of \$72,000 and electronic access for two people to Superior Court files, and the City would have the other half of his existing caseload handled by a temp. seasonal attorney, and paid with the funds received from the County. There are increases in revenue for felonies above the Class C classification. This provides for professional development of our attorneys. Some will assist the one assigned attorney in motion practice and in trial, for their own development.</p>	

**Budget Impact:**

Approved in current year budget?  Yes X No  N/A

Annual/Reoccurring expenditure?  Yes X No  N/A

If new, specify funding source:

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

Revenue generating: \$72,000 plus undetermined amount and two licenses for access to superior court files

**Operations Impact:**

Consistent with current operations/policy? X Yes  No  N/A

Requires change in current operations/policy?  Yes X No  N/A

Specify changes required: Possible future change to a Senior Public Defender classification

Known challenges/barriers: None



**City of Spokane**  
**MEMORANDUM OF UNDERSTANDING**  
**2020 CONFLICT AGREEMENT**  
**BETWEEN**  
**CITY OF SPOKANE**  
**OFFICE OF THE PUBLIC DEFENDER AND**  
**SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year,

-- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client

continuity.

2. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.

B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.

C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.

D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.

E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.

F. A case upon which a show cause has been filed shall constitute a new case.

G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

H. The County Public Defender may send up to six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's office according to the following schedule:

\$1,000 per case with a total of not more than 6 cases per month from January 1, 2020 thru June 14, 2020.

From June 15,, 2020 thru December 31, 2020 the following shall apply:

Class C felonies to be paid at a total of \$1,200 per case;

Class B felonies to be paid at a total of \$1,400 per case; and

Class A felonies to be paid above \$1400 on a case by cases basis upon agreement of the parties.

With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for the support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2020 through December 31, 2020, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases

thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc., or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

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

\_\_\_\_\_  
Nadine Woodward  
Mayor, City of Spokane

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

\_\_\_\_\_  
Thomas Krzyminski, County Public Defender  
Spokane County Public Defender's Office

Attest:

Approved as to form:

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

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



## Briefing Paper

### URBAN EXPERIENCE Committee

<b>Division &amp; Department:</b>	Public Works & Integrated Capital Management
<b>Subject:</b>	New Site Lease Agreement with ATT Wireless – Through Black Dot Wireless
<b>Date:</b>	07/8/2020
<b>Author (email &amp; phone):</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	Councilwoman Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Six Year Citywide Capital Improvement Program.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	7/31/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Renegotiated long term site lease agreement for an existing cell tower lease location on North Colton
<b>Background/History:</b> This cell tower location has long been utilized by multiple providers. This renewal provides for a market rate adjustment and term extension reflecting the current market rates. The City doesn't not own the pole in this location, but owns the property the pole stands on.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>Asset Management has negotiated a renewed site lease agreement for this location. Dollars have been adjusted to reflect current market rates for the extended term of the lease.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper

### URBAN EXPERIENCE Committee

<b>Division &amp; Department:</b>	Public Works & Integrated Capital Management
<b>Subject:</b>	New Site Lease Agreement with Verizon Wireless – Through Proland LLC
<b>Date:</b>	07/8/2020
<b>Author (email &amp; phone):</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	Councilwoman Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Six Year Citywide Capital Improvement Program.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	7/31/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	New long term site lease agreement with Verizon for the attachment to a Water Tower in Eagle Ridge
<b>Background/History:</b> This new lease expands Verizon’s ability to provide sufficient cellular coverage for the Eagle Ridge area	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>Asset Management has negotiated a new site lease agreement for this location based on the Master Lease Agreement with Verizon.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper (Urban Development Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Amendment with WSCJTC to Fall 2020 BLEA instruction
<b>Date:</b>	July 13 <sup>th</sup> , 2020
<b>Contact (email &amp; phone):</b>	Dir. Jacqui MacConnell jmacconnell@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Chief Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	7/27/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of amendment to OPR 2019-0028 to allow SPD to be reimbursed for an additional TAC Officer during the Fall 2020 BLEA.
<b>Background/History:</b> The Spokane Police Department (SPD) and Washington State Criminal Justice Training Commission (WSCJTC) have an inter-agency agreement filed under OPR 2019-0028 to memorialize the terms and conditions under which SPD will provide service and facilities to WSCJTC for BLEA. The current agreement authorizes reimbursement for one (1) SPD TAC Officer.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• <i>SPD's current inter-agency agreement with WSCJTC allows for reimbursement of salary and benefits for one SPD officer selected to the position of TAC Officer</i></li> <li>• <i>Timeframe is during BLEA as well as 3 weeks pre and post BLEA</i></li> <li>• <i>Amendment to OPR 2019-0028 would allow SPD to assign a second TAC Officer with reimbursement of salary and benefits during the timeframe stated above</i></li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



**CITY OF SPOKANE POLICE DEPARTMENT**  
**AMENDMENT TO**  
**INTERAGENCY AGREEMENT BETWEEN WASHINGTON**  
**STATE CRIMINAL JUSTICE TRAINING COMMISSION AND**  
**SPOKANE POLICE DEPARTMENT**

This Agreement Amendment is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as (“SPD”), a Law Enforcement Agency, and **WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION**, an agency of the state of Washington, whose address is 19010 1<sup>st</sup> Avenue South, Burien, Washington 98148 as (“WSCJTC”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into an Agreement wherein the SPD will provide services and facilities to WSCJTC for Basic Law Enforcement Academy (BLEA); and*

*WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, attested by the City Clerk on January 28, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on July 27, 2020 and shall run through December 31, 2020.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Agreement is revised to include the following:

SPD will provide one (1) additional TAC officer for the 2020 Fall Basic Law Enforcement Academy. All terms and conditions are on accordance with the original Agreement.

**4. COMPENSATION.**

Terms of payment are in accordance with the original Agreement.

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

**WASHINGTON STATE CRIMINAL JUSTICE  
TRAINING COMMISSION**

**SPOKANE POLICE DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**ORDINANCE NO. C - \_\_\_\_\_**

An ordinance of the City of Spokane amending Ordinance No. C-34470, which created the Spokane University District Revitalization Area.

**WHEREAS**, the City Council adopted Ordinance No. C-34470 on August 17, 2009, creating the Spokane University District Revitalization Area (“UDRA”) pursuant to Chapter 270, Laws of 2009; and

**WHEREAS**, the City previously created the University District Public Development Authority (“UDPDA”) in part to assist the City in implementing the Spokane UDRA; and

**WHEREAS**, the City and Spokane County recently entered into an interlocal agreement regarding the reformation of the UDPDA (OPR 2019–0927/Ordinance No. C-35828); and

**WHEREAS**, the City Council adopted Ordinance C-35880 on December 30, 2019, which amended ordinance C-34470; and

**WHEREAS**, the amendments set forth in this ordinance which amend amending Ord. No. C-34470 are intended to promote the implementation of the Spokane UDRA in conjunction with the reformation of the UDPDA and to provide certainty and clarity regarding the amount of revenue to be provided to the UDPDA in pursuit of the objectives of the UDRA.

**NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:**

**Section 1.** That Section 6 of Ordinance No. C-34470, as amended by Ordinance C-35880, is amended to read as follows:

Section 6. Duration of Local Revitalization Financing. The City estimates that the Local Property Tax Allocation Revenues with respect to the Revitalization Area will be used for Local Revitalization Financing commencing on January 1, 2011, and ending on December 31, 2035 (provided, that any delinquent taxes collected after such date that were due on or before December 31, 2035, shall be distributed to the City to the extent the tax revenue so collected is attributed to “property tax allocation revenue value” (as defined in Section 102(13) of the Act) with respect to Revitalization Area). The City estimates that Revenues from Local Public Sources (~~(in an amount up to \$650,000 each year)~~) will be used commencing on the earliest date such Revenues from Local Public Sources become available to the City and ending on no later than December 31, 2035. Beginning on January 1, 2020, ((one-half))fifty percent (50%) of the local sales and use tax portion of such ((funding))Revenues from Local Public Sources and seventy-five percent (75%) of the property tax portion of such Revenues from Local Public Sources shall be transferred on a quarterly basis to the University District Public Development Authority. During the period from January 1, 2036 to December 31, 2039, the City shall continue to transfer to the University District Public

Development Authority on a quarterly basis fifty percent (50%) of the local sales and use tax portion of such Revenues from Local Public Sources and seventy-five percent (75%) of the property tax portion of such Revenues from Local Public Sources.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

City: OPR \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING            )  
THE AIRPORT BOARD TO EXECUTE        )                    JOINT RESOLUTION  
A SEWER AND ACCESS EASEMENT        )  
ON SPOKANE COUNTY ASSESSOR        )  
PARCELS 15362.0030 AND 15362.0031 )

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”), by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park (“Agreement”); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board, the County and the City have heretofore approved the sale of Spokane County Assessor Tax Parcels 15362.0025, 15362.0026, 15362.0027 and 15362.0028, comprised of approximately 29.28 acres of land located generally at the south side of McFarlane Road between South Russell Street and South Hayden Street in the City (“Property”); and

WHEREAS, a sewer and access easement on adjoining real property owned by the County and City for the benefit of the Airport Board (Spokane County Assessor Tax Parcels 15362.0030 and 15362.0031) is necessary in order to accommodate the installation, maintenance and repair of sewer service by the City of Spokane to the Property; and

WHEREAS, the Airport Board has approved an access and sewer easement, on substantially similar terms and conditions as set forth in that certain Sewer and Access Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and respectfully requests approval of the same by the County and City; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Chief Executive Officer of Spokane Airports, on behalf of the Airport Board, is authorized to execute an access and sewer easement, on substantially similar terms and conditions as set forth in that certain Sewer and Access Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and
2. That the Chief Executive Officer of Spokane Airports be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to carry out the purposes and intent of this Joint Resolution in order to accommodate the installation, maintenance and repair of sewer service by the City of Spokane to the Property.



ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved as to form:

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Al French, Chair

ATTEST:

\_\_\_\_\_  
Josh Kerns, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

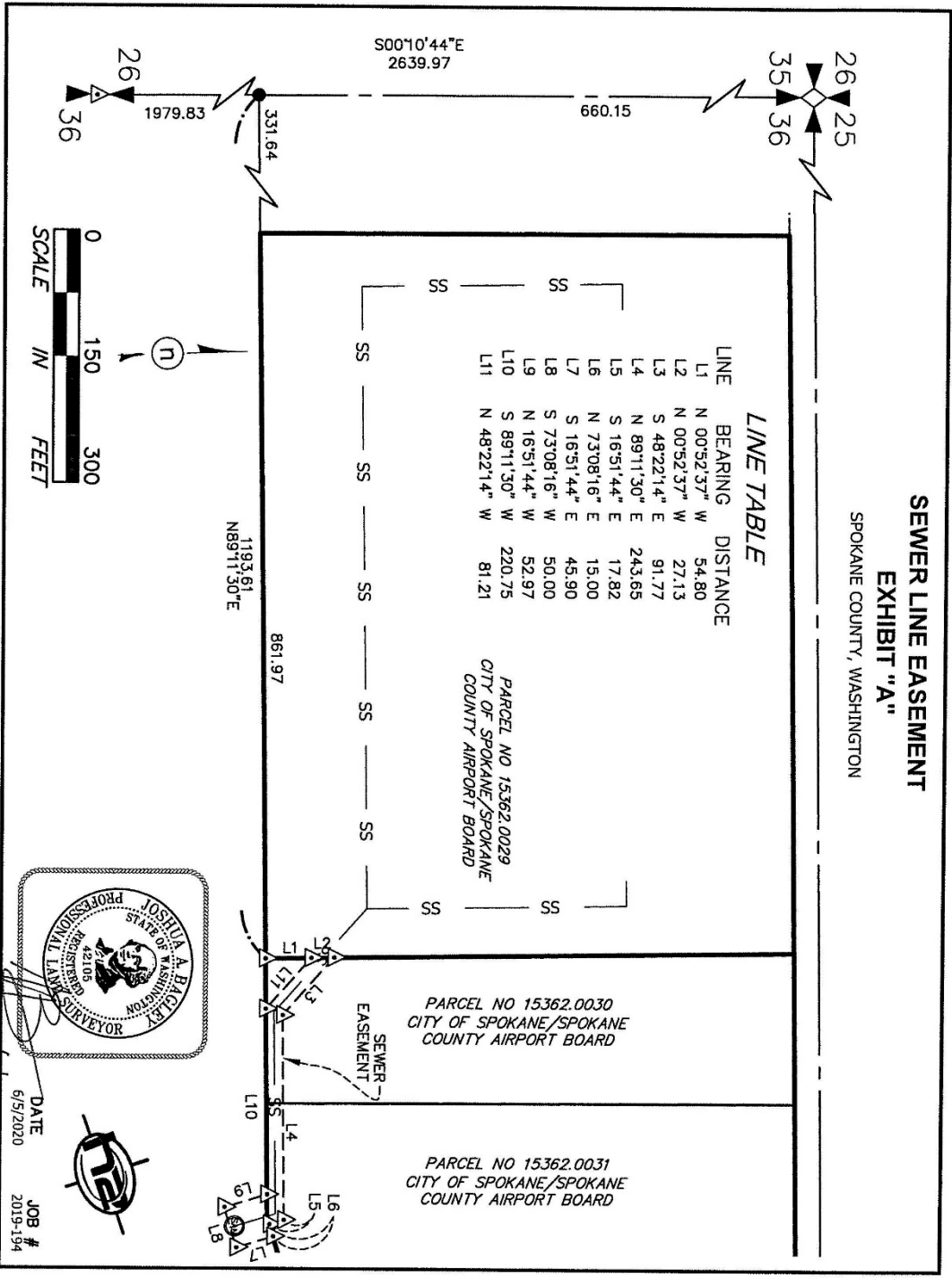
\_\_\_\_\_  
Mary L. Kuney, Commissioner

EXHIBIT A

SEWER AND ACCESS EASEMENT



**SEWER LINE EASEMENT  
EXHIBIT "A"**  
SPOKANE COUNTY, WASHINGTON



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 00°52'37" W	54.80
L2	N 00°52'37" W	27.13
L3	S 48°22'14" E	91.77
L4	N 89°11'30" E	243.65
L5	S 16°51'44" E	17.82
L6	N 73°08'16" E	15.00
L7	S 16°51'44" E	45.90
L8	S 73°08'16" W	50.00
L9	N 16°51'44" W	52.97
L10	S 89°11'30" W	220.75
L11	N 48°22'14" W	81.21

PARCEL NO 15362.0029  
CITY OF SPOKANE/SPOKANE  
COUNTY AIRPORT BOARD

PARCEL NO 15362.0030  
CITY OF SPOKANE/SPOKANE  
COUNTY AIRPORT BOARD

PARCEL NO 15362.0031  
CITY OF SPOKANE/SPOKANE  
COUNTY AIRPORT BOARD



DATE  
6/5/2020

JOB #  
2019-194

Filed for Record at Request of and  
copy returned to:

LUKINS & ANNIS, P.S.  
717 W Sprague Avenue, Suite 1600  
Spokane, WA 99201-0466  
Attention: Tyler J. Black, Esq.

DOCUMENT TITLE:	SEWER AND ACCESS AGREEMENT
GRANTOR:	SPOKANE AIRPORT
GRANTEE:	AT QOZB LLC
ASSESSOR'S PARCEL NOS:	15365.9025; 15362.0029; 15362.0030; 15362.0031
ABBREVIATED LEGAL:	PORTION NE1/4, NW1/4, SW1/4 AND SE1/4 36-25-41

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### **SEWER AND ACCESS AGREEMENT**

THIS SEWER AND ACCESS AGREEMENT ("Agreement") is made and executed this \_\_\_ day of July, 2020 (the "Effective Date"), by and between SPOKANE AIRPORT, by and through its Board (as hereinafter defined), a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantor"), and AT QOZB LLC, a Washington limited liability company ("Grantee"). Grantor and Grantee may hereinafter individually referred to as a "Party" and jointly referred to as the "Parties".

### **RECITALS**

WHEREAS, Grantor is the owner of certain real property located generally at Spokane County, Washington, and legally described in the attached Exhibit A (the "Airport Property");

WHEREAS, the Airport Property is operated by the Airport Board (the "Board") pursuant to the Amended Spokane County/City Airport Agreement, dated August 28, 1990 (City of Spokane City Clerk File # OPR 1986-0318, Spokane County Resolution No. 1990/1040) (the "Board Agreement");

WHEREAS, by virtue of the Board Agreement, and after obtaining written approval from the City of Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively, the Board has the power and authority to execute, deliver and perform the obligations required by the owner of the Airport Property under this Agreement;

WHEREAS, Grantee is the owner of certain real property neighboring the Airport Property legally described on Exhibit B (the "Grantee Property");

WHEREAS, Grantor desires to grant a non-exclusive perpetual easement over, across, and under a portion of the Airport Property legally described on Exhibit C-1 and depicted on Exhibit C-2 (the "Easement Area") for purposes of installing, removing, replacing, maintaining, and repairing its sanitary sewer utility line and related appurtenances (the "Sewer Facilities"), together with a right of ingress and egress over such

portions of the Airport Property that are reasonably necessary to access the Sewer Facilities, on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated as if set forth fully herein.
2. Grant of Easement. Grantor hereby grants and conveys to Grantee a nonexclusive perpetual easement over, across, and under the Easement Area, and for ingress and egress over those portions of the Airport Property that are reasonably necessary to access the Easement Area, for purposes of installing, removing, replacing, maintaining, and repairing the Sewer Facilities. Grantee shall have no right to expand, change, or relocate the Easement Area. Grantor, on behalf of itself and its successors and assigns, reserves the right to use the Easement Area and grant other rights therein for purposes not inconsistent with the rights granted to Grantee hereunder, provided that in exercising its rights under this Section, Grantor, its successors and assigns, shall not cause any damage or injury to the Sewer Facilities or impede Grantee's use thereof. In amplification of the foregoing, in no event shall Grantor be prohibited from enjoying the free access over, above and across the Easement Area during those periods of time when Grantee is not engaged in installation or other repair related activities with respect to the Sewer Facilities. Grantor shall retain all responsibility for the costs of general upkeep on the surface of the Easement Area, *provided however*, all repairs necessitated by any work completed by or use of the Easement Area by Grantee shall be promptly repaired and restored to a condition which is equal to or better than the condition which existed prior to the commencement of such work in a good workmanlike manner at the sole cost of Grantee.
3. Installation of Sewer Facilities. By its execution of this Agreement, Grantor has approved those certain plans for the installation of the Sewer Facilities prepared by Simpson Engineers, Inc. under Project No. 17036 and dated May 13, 2020 (the "Approved Plans"). Grantee acknowledges that any deviation from the Approved Plans shall require Grantor's written consent. Grantee shall be solely responsible for ensuring compliance with all applicable laws, and Grantee shall, prior to the commencement of construction, acquire at its sole cost any required permit(s) from the appropriate governmental authorities to perform such construction. In its use of the Easement Area: (i) Grantee must operate, maintain, repair, and remove the Sewer Facilities in a reasonable and safe manner; (ii) Grantee cannot install any other improvements in the Easement Area other than the Sewer Facilities without Grantor's prior written consent; (iii) Grantee must use all reasonable care in exercising its rights under this Agreement so as not to cause damage to any other improvements located on the Airport Property; and (iv) except in the event of an emergency, Grantee must utilize the Easement Area and complete any work thereon in such a manner as to cause as little disturbance as reasonably possible in the use of the Airport Property by Grantor, its successors, and assigns. Grantee must provide Grantor with reasonable advance notice prior to any entry onto the Easement Area for the purpose of maintenance or repair of the Sewer Facilities, except in the case of an emergency, in which case as much notice as is reasonably possible shall be given.
4. Costs of Installation. Grantee shall pay for all costs associated with the installation of the Sewer Facilities in accordance with the Approved Plans and any and all applicable laws, rules and standards applicable to the installation of the Sewer Facilities and the restoration of the Easement Area to at least as good of a condition as it existed in prior to the disturbance of the same. Grantee shall keep the Airport Property free and clear of all mechanic's and materialmen's liens resulting from or relating to the Sewer Facilities or the installation and maintenance thereof.

5. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, the Board, and their elected or appointed officials, agents and employees from any and all claims and actions of any kind and all expenses incidental to the investigation and defense thereof, including reasonable attorney's fees and costs, claimed by anyone by reason of injury or death or damages to persons or property sustained as a result of the installation of the Sewer Facilities and Grantee's activities in, or about the Airport Property, excluding only claims or actions arising out of the sole negligence of Grantor, the Board, their elected or appointed officials, agents and employees.

6. Insurance. Grantee shall maintain commercial general liability insurance and automobile liability insurance, each in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for personal injury and property damage. The policies shall each name the Board as additional insured and shall be primary before any other insurance or self-insurance the Board may have separately purchased. Grantor, the City of Spokane and the County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Grantee's use of Easement Area. The policies shall waive subrogation rights in favor of the Board. The general liability deductible for each policy may not exceed Ten Thousand Dollars (\$10,000) per occurrence. Grantee shall further maintain such workers' compensation insurance covering all employees of Grantee as required under applicable workers' compensation laws.

8. Breach. In the event of any breach or threatened breach of any term, covenant or provision of this Agreement, the non-breaching Party shall, in addition to all remedies available at law or in equity, have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

9. Remedies. The specified remedies to which any person entitled to enforce this Agreement may resort, under the terms of this Agreement, are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Agreement may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement. Failure to insist in any one or more cases upon the strict performance of any of the provisions of this Agreement, or to exercise any remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

10. Miscellaneous.

a. Consent to Modification. This Agreement and any provision contained herein may be terminated, extended, modified or amended with the written consent of both Parties.

b. Relationship of Parties and Public. Nothing contained in this Agreement shall be deemed to be a dedication of any portion of the Airport Property to the general public or for the general public or for any public purposes whatsoever, it being the intention that this grant of easement will be strictly limited to and for the purposes expressed in this Agreement. The Parties do not intend by this Agreement, in any way or for any purpose, to become partners or joint venturers of the other in the conduct of their respective businesses or of this Agreement.

c. Only Agreement. The exhibits to this Agreement are hereby incorporated by this reference. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

d. No Waiver. The waiver by any Party of any right granted to it hereunder shall be deemed to be a waiver of any other right granted hereunder.

e. Recording. This Agreement may be recorded by either Party without the prior written consent of the other Party.

f. Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original but all constituting only one agreement.

g. Time of the Essence. Time is of the essence with respect to the performance of all terms, conditions, and provisions of this Agreement.

h. Venue; Governing Law. The venue for any suit or action brought in connection with this Agreement shall be in Spokane County, Washington. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

i. Attorney Fees. Should any Party bring any action against any other Party related in any way to this Agreement, its validity, enforceability, scope, or subject matter, the substantially prevailing party will be awarded its reasonable attorney fees and costs incurred for prosecution, defense, consultation, or advice in connection with any such action.

j. Negotiation. Each Party has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

k. Authority. By its signature hereto, each Party represents and warrants to the other Party that it possesses or has obtained all necessary authority to enter into and perform under this Agreement.

*[signature and acknowledgment pages follow]*



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

GRANTOR:

SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and the County of Spokane, Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

STATE OF WASHINGTON    )  
  : ss  
County of Spokane        )

On this \_\_\_\_\_ day of July, 2020, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of Spokane Airport, a joint operation of the City of Spokane and the County of Spokane, Washington, the agency that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)  
\_\_\_\_\_  
(Print Name)  
My Commission Expires \_\_\_\_\_

[signature page continues on the next page]

GRANTEE:

AT QOZB LLC,  
a Washington limited liability company

By: AT GP/M LLC  
a Washington limited liability company

Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

STATE OF WASHINGTON )  
 ) : ss  
County of Spokane )

On this \_\_\_\_ day of July, 2020, before me personally appeared \_\_\_\_\_, to me known to be the Manager of AT GP/M LLC, a Washington limited liability company, the Manager of AT QOZB LLC, a Washington limited liability company, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

EXHIBIT A  
Legal Description of the Airport Property

**PARCEL A**

ALL OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M. IN SPOKANE COUNTY STATE OF WASHINGTON;

EXCEPT THORPE ROAD, MCFARLANE ROAD AND HAYFORD ROAD;

EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36;

AND EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE S00°12'19"E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 659.99 FEET; THENCE N89°11'30"E, 331.83 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING N89°11'30"E, 1168.17 FEET TO A POINT 1500.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER; THENCE N73°04'51"E, 1205.27 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEARING S00°14'39"E, 330.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE N00°14'39"W, ALONG SAID EAST LINE, 300.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MCFARLANE ROAD; THENCE S89°05'41"W, ALONG THE SAID SOUTH RIGHT OF WAY LINE, 2322.48 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°12'37"E, 630.54 FEET TO THE TRUE POINT OF BEGINNING;

AND FURTHER EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 41 EAST OF THE W.M.;

AND FURTHER EXCEPT THE NORTH 995.50 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;

AND FURTHER EXCEPT THE NORTH 850.00 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

APN: 15365.9025

**PARCEL B**

That portion of the North Half of the North Half of the Northwest Quarter of Section 36, Township 25 North, Range 41 East, W.M., in Spokane County, Washington, more particularly described as follows:

**Commencing** at the northwest corner of said Section 36;

Thence South 00°10'44" East, along the west line of said Northwest Quarter, a distance of 660.15 feet to the south line of said North Half of the North Half of the Northwest Quarter;

Thence North 89°11'30" East, along said south line, a distance of 1193.61 feet to the **Point of Beginning**;

Thence continuing North 89°11'30" East, a distance of 172.40 feet;

Thence North 00°12'37" West, a distance of 631.77 feet to a point on the south right-of-way line of 29<sup>th</sup> (McFarlane) Road;

Thence South 89°07'23" West, along said right-of-way line, a distance of 179.75 feet;

Thence South 00°52'37" East, a distance of 631.52 feet to the **Point of Beginning**;

EXCEPT McFarlane Road

APN: 15362.0030

**PARCEL C:**

That portion of the North Half of the North Half of the Northwest Quarter of Section 36, Township 25 North, Range 41 East, W.M., in Spokane County, Washington, more particularly described as follows:

**Commencing** at the northwest corner of said Section 36;

Thence South 00°10'44" East, along the west line of said Northwest Quarter, a distance of 660.15 feet to the south line of said North Half of the North Half of the Northwest Quarter;

Thence North 89°11'30" East, along said south line, a distance of 1366.01 feet to the **Point of Beginning**;

Thence continuing North 89°11'30" East, a distance of 133.80 feet;

Thence North 73°08'16" East, a distance of 224.93 feet;

Thence North 00°52'37" West, a distance of 569.95 feet to a point on the south right-of-way line of 29<sup>th</sup> (McFarlane) Road;

Thence South 89°07'23" West, along said right-of-way line, a distance of 342.68 feet;

Thence South 00°12'37" East, a distance of 631.77 feet to the **Point of Beginning**;

EXCEPT McFarlane Road

APN: 15362.0031



EXHIBIT B

Legal Description of the Grantee Property

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 41 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36;  
THENCE SOUTH 00°10'44" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 660.15 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°11'30" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 331.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°11'30" EAST, A DISTANCE OF 861.97 FEET; THENCE NORTH 00°52'37" WEST, A DISTANCE OF 631.52 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH (MCFARLANE) ROAD; THENCE SOUTH 89°07'23" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 854.31 FEET;  
THENCE SOUTH 00°10'51" EAST, A DISTANCE OF 630.54 FEET TO THE POINT OF BEGINNING;

EXCEPT MCFARLANE ROAD.

SITUATE IN THE CITY OF AIRWAY HEIGHTS, COUNTY OF SPOKANE, STATE OF WASHINGTON.

APN: 15362.0029

EXHIBIT C-1  
Legal Description of Easement Area

**Sewer Easement  
Legal Description**

A parcel of land, located in the North Half of the North Half of the Northwest Quarter of Section 36, Township 25 North, Range 41 East, Willamette Meridian, in Spokane County, Washington, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 36, from which the southwest corner of the Northwest Quarter bears South 00°10'44" East, a distance of 2639.97 feet;

thence South 00°10'44" East, along the west line of said Northwest Quarter, a distance of 660.15 feet to the south line of said North Half of the North Half of the Northwest Quarter;

thence North 89°11'30" East, along said south line, a distance of 1193.61 feet;

thence North 00°52'37" West, a distance of 54.80 to the **Point of Beginning**;

thence continuing North 00°52'37" West, a distance of 27.13 feet;

thence South 48°22'14" East, a distance of 91.77 feet;

thence North 89°11'30" East, a distance of 243.65 feet;

thence South 16°51'44" East, a distance of 17.82 feet;

thence North 73°08'16" East, a distance of 15.00 feet;

thence South 16°51'44" East, a distance of 45.90 feet;

thence South 73°08'16" West, a distance of 50.00 feet;

thence North 16°51'44" West, a distance of 52.97 feet;

thence South 89°11'30" West, a distance of 220.75 feet;

thence North 48°22'14" West, a distance of 81.21 feet to the **Point of Beginning**;

Containing 9,104 square feet or 0.209 acres, more or less.

SUBJECT TO:

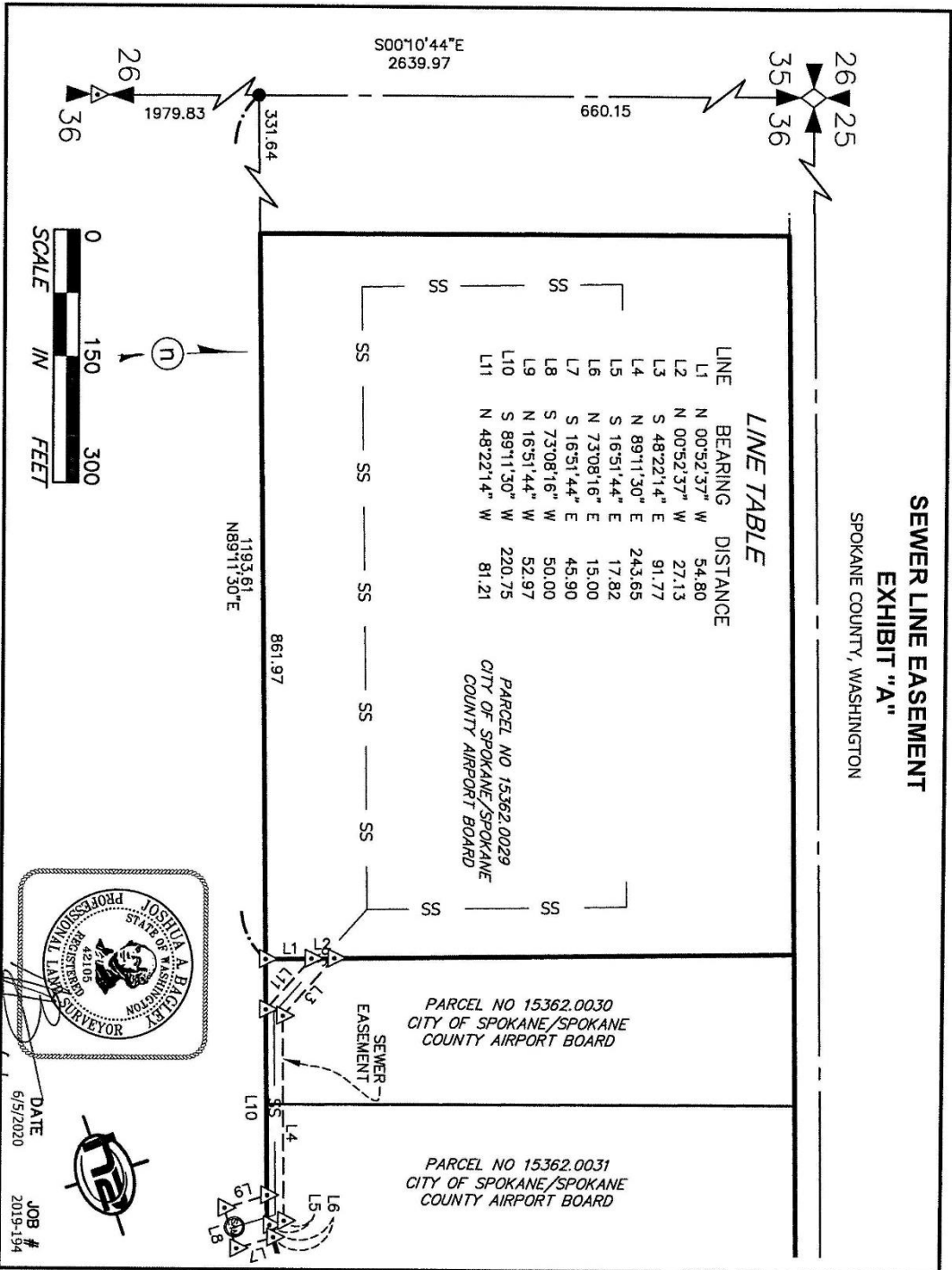
Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION  
Prepared by this office:  
h2 Surveying, LLC



*[Handwritten signature]*  
6/11/2020

**EXHIBIT C-2**  
 Depiction of Easement Area





## Briefing Paper and Staff Report Urban Experience Committee

<b>Division &amp; Department:</b>	BDS – Neighborhood and Planning Services
<b>Subject:</b>	Grand Boulevard Transportation and Land Use Study
<b>Date:</b>	July 13, 2020
<b>Contact (email &amp; phone):</b>	509-625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmembers Lori Kinnear and Betsy Wilkerson
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Hearing <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (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
<b>Strategic Initiative:</b>	Invest in key neighborhoods and business centers; Partnership with Spokane Public Schools; Increase housing quality and diversity
<b>Deadline:</b>	Project complete mid-2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council Resolution recognizing the Grand Boulevard Transportation and Land Use Study. The study identifies Grand Boulevard design concepts (28 <sup>th</sup> Avenue to 37 <sup>th</sup> Avenue) including pedestrian and bicycle improvements, green infrastructure recommendations, phasing alternatives, and provides a Land Use Market Analysis. There is currently no funding for improvements.
<ul style="list-style-type: none"> <li>• The study may be viewed here: <a href="https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/">https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/</a>.</li> <li>• The Grand District Center is a Comprehensive Plan designated center, with land use and zoning categories applied in 2006 to implement the center designation.</li> <li>• Transportation analysis focused on core of the business district on Grand between 29<sup>th</sup> and 34<sup>th</sup> Avenues.</li> <li>• Transportation alternatives studied, and recommendations are included in the draft. This is a Study; there is no funding for projects identified. The Study does provide a foundation for future implementation if funding is identified and available.</li> <li>• Land use analysis study-area is bounded by 27<sup>th</sup> Avenue, 39<sup>th</sup> Avenue, Latawah Street and Arthur Street. The market analysis identified a stable commercial area with areas zoned adequately for future infill.</li> <li>• Launched in early fall 2019, Grand Boulevard Transportation and Land Use Study has been 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.</li> <li>• Comstock, Manito-Cannon Hill, and Rockwood Neighborhood Council boundaries intersect at 29<sup>th</sup> Avenue and Grand Blvd. and the neighborhood councils are actively engaged in the project. The elements of the study are: <ul style="list-style-type: none"> <li>○ Review: Traffic patterns and safety on Grand Blvd.</li> <li>○ Develop: Understanding of bicycle and pedestrian needs.</li> <li>○ Evaluate: Concepts of lane reduction, bike lanes, wider sidewalks, and green infrastructure. Analyze current land use and market data.</li> <li>○ Study: Land use designations with Comprehensive Plan goals in mind.</li> </ul> </li> <li>• Public outreach and participation</li> </ul>	

- Stakeholder focus interviews
- Two community open houses/workshops and walking tour
- Online survey that received 475 responses
- Social media
- Neighborhood Council meeting updates to Comstock, Rockwood, and Manito-Cannon Hill
- Frequent email distribution updates to approximately 145 members
- Comments from participants incorporated into the draft Study sent to Plan Commission hearing July 8. Public comment regarding safety and traffic calming for pedestrians, bicyclists, and users of all ages and abilities was the prime driver of alternatives that were recommended.

Implementation alternatives that respond to the transportation analysis and conclusions include near term, lower cost projects, and long-term permanent infrastructure changes. A 30% cost estimate was included in the scope of work.

Land use and zoning in the Grand District Center was a specific interest of City Council. The market analysis performed by Leland Consulting Group identifies area demographics, retail patterns, and available land zoned for development/redevelopment. The market analysis concludes that the area has adequate zoning for current and future growth, but the support of an improved streetscape environment and application of City incentive programs could bolster economic growth and land utilization.

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:

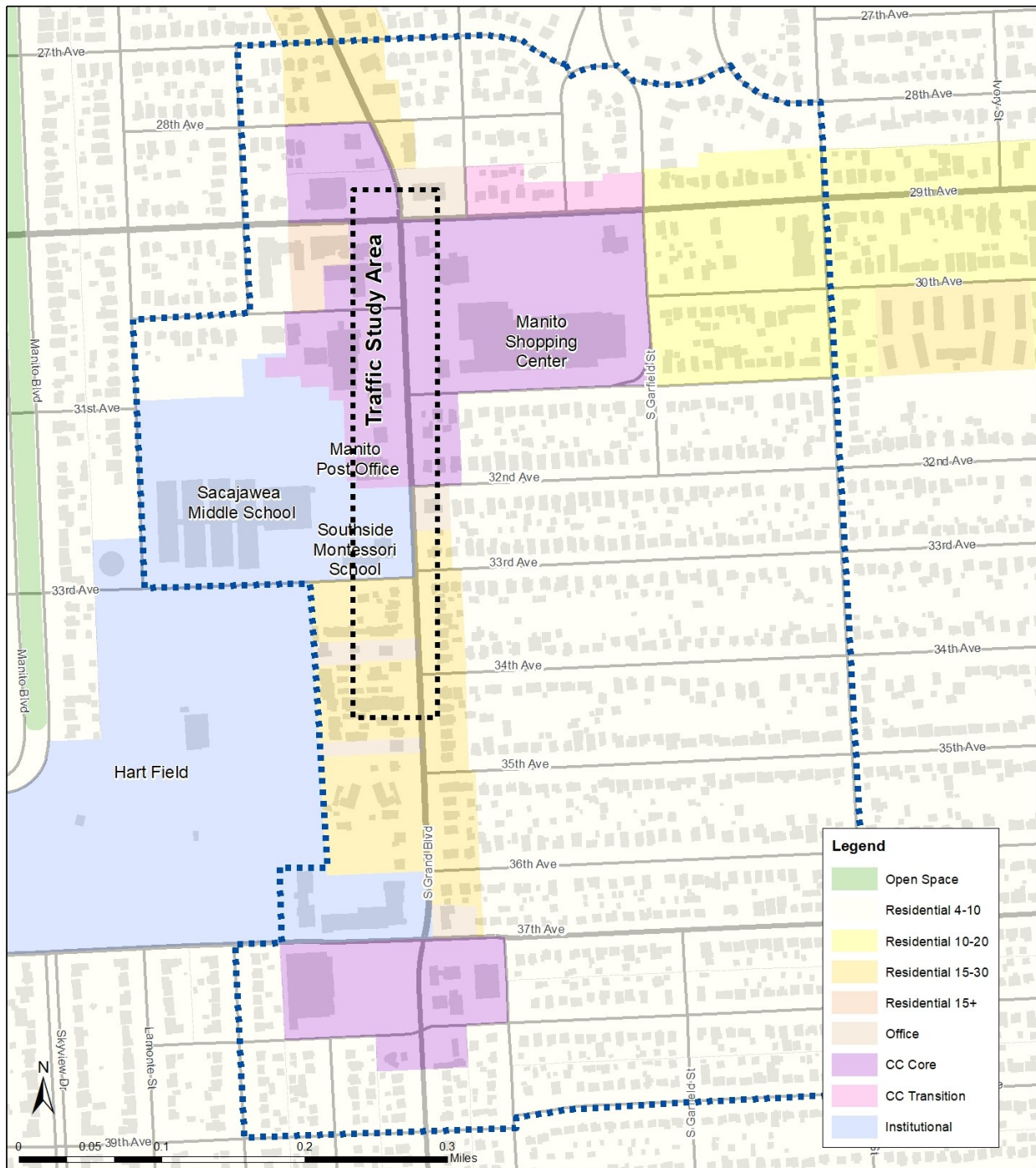
Consistent with current operations/policy?  Yes  No  N/A

Requires change in current operations/policy?  Yes  No  N/A

Specify changes required: None currently. The proposal will position the Grand District Center for future public infrastructure improvements and funding applications.

Known challenges/barriers: Lack of current funding sources for improvements identified in the studies.

**Attachment:** Study Area Map



# GRAND BLVD

## Transportation and Land Use Study



**Review**

**Develop**

**Evaluate**

**Study**

Melissa Wittstruck, Assistant Planner, Neighborhood and Planning Services

Inga Note, Senior Traffic Planning Engineer, Integrated Capital Management

Urban Experience Committee July 13, 2020

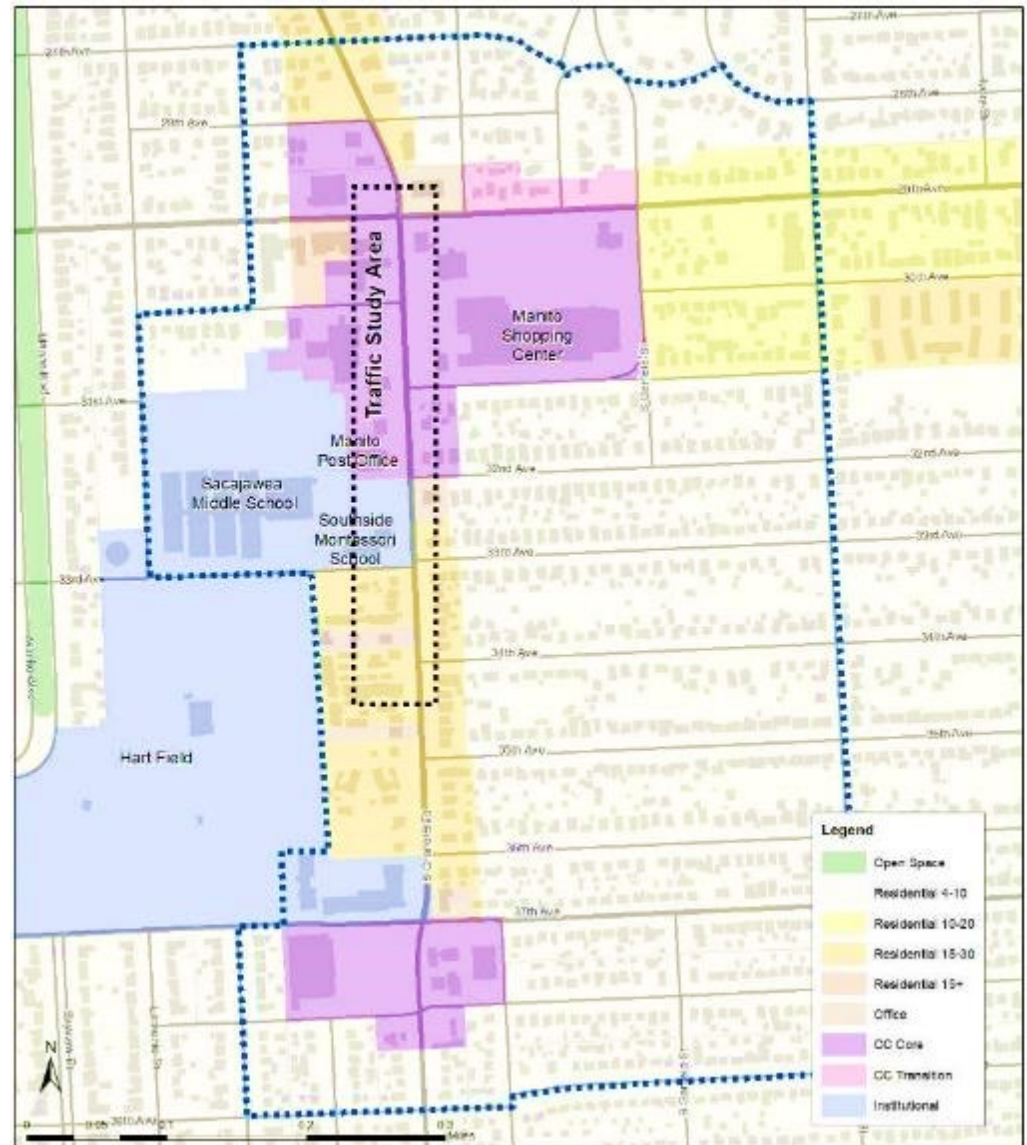




# Project Area Boundaries

## Grand Boulevard Studies

- Transportation analysis focused on core of the business district on Grand between 29<sup>th</sup> and 34<sup>th</sup> Avenues
- Land use analysis sub-area bounded by 27<sup>th</sup> Avenue, 39<sup>th</sup> Avenue, Latawah, and Arthur Streets



# Introduction

Grand Boulevard is a key north-south arterial for the City of Spokane through the South Hill neighborhoods. The Grand Boulevard corridor study was commissioned to understand existing issues for pedestrians, bicyclists, and vehicles, develop potential streetscape improvements, and identify economic opportunities and zoning needs.

# Background

**Grand Boulevard Transportation and Land Use Study** launched September 2019.

- October 21-22 workshop and community meeting
- Walking tour of transportation area
- Online Survey – 475 responses
- February 27 2020 open house
- Comstock, Rockwood, and Manito-Cannon Hill Neighborhood Councils support the study



## **Elements of the studies included:**

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

# Safety and Streetscape Improvements

- Critical concern: safety, especially for school children and senior residents
- Desire for traffic calming/design/pedestrian amenities
- Desires and concerns about streetscape and features that better define Grand Boulevard neighborhoods south of Manito Park





# Grand Boulevard Study Goals

## Comprehensive Plan – *Shaping Spokane*

### Chapter 3 Land Use

1.1 Neighborhoods

1.2 Districts

1.3 Single-family residential areas

1.4 Higher density residential uses

### Chapter 4 Transportation

TR Goals A-G; Sense of place, transportation choices, accommodate access to daily goods and priority destinations, promote economic opportunity, respect natural and community environments, public health and safety, and maximize public benefits and fiscal responsibility with integration.

### Connectivity and Livability Plan –South Hill Coalition

Greenway connections, crossing improvements, more walkable centers attractive to reinvestment.

### Comstock Neighborhood Council Traffic Calming

Safety for all users of all ability

#### RELEVANT COMPREHENSIVE PLAN GOALS:

##### GOAL 1: ACTIVE DOWNTOWN LINKAGES



- Develop greenways
- Create additional bike routes to close network gaps
- Extend biking and walking trips with safe and convenient access to transit

##### GOAL 2: COMPLETE NEIGHBORHOODS



- Improve east-west access
- Where business centers are being developed, encourage multimodal access from all directions by planning for street and path connectivity
- Explore opportunities to enhance arterials. Examples include addition of bike lanes, bulbouts, raised crossings, planted medians, bus shelters, street furnishings, trash cans, bike racks, etc.

##### GOAL 3: CRIME PREVENTION



- Install appropriate lighting
- Encourage foot traffic in public places. Add paths, landscaping, community gardens and activity spaces.

##### GOAL 4: TRAFFIC SAFETY



- Work with the City to address level of service and traffic flows in order to review speed limits on arterials to improve pedestrian and bicycle safety and reduce noise.

# Snapshot: Online Survey – Dec. to Jan. 31, 2020

## GRAND BLVD

### Transportation and Land Use Study



#### Project Survey Results

Q3. What are the most important **assets** that the Grand Boulevard planning area currently offers?



Q4. What are the pressing **issues** in the Grand Boulevard Planning Area?



Q5. What **new assets** would you like to see in the Grand Boulevard Planning Area?



Q7. **Where** are you going as you travel this part of Grand Boulevard?



Q8. What types of **changes** would make you more likely to **walk or bike** within the traffic study area?



Darken color indicates higher response rate

All details on the survey responses will be available on the website before the first week of March. <https://www.utah.gov/projects/grand-boulevard-transportation-and-land-use-study/>

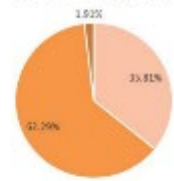
## GRAND BLVD

### Transportation and Land Use Study



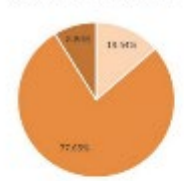
#### Project Survey Results

Q1. Where do you live?



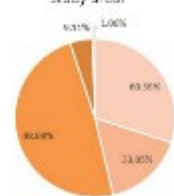
Q1 includes the Grand Boulevard Planning Area, the University of Utah, the Grand Boulevard Planning Area, and the University of Utah Campus.

Q2. Where do you work?



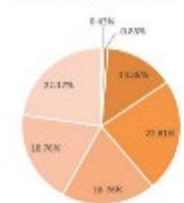
Q2 includes the Grand Boulevard Planning Area, the University of Utah, the Grand Boulevard Planning Area, and the University of Utah Campus.

Q6. How do you travel within the study area?



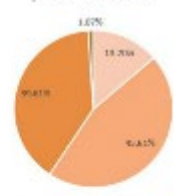
Q6 includes: Walk, Drive, Public transit, or a mobility service, Bike, Take a taxi.

Q22. What is your age?



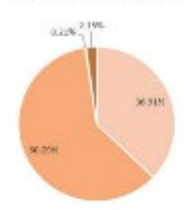
Q22 includes: 18-24, 25-34, 35-44, 45-54, 55-64, 65+.

Q23. How many people are in your household?



Q23 includes: 1, 2, 3, 4 or more, Prefer not to answer.

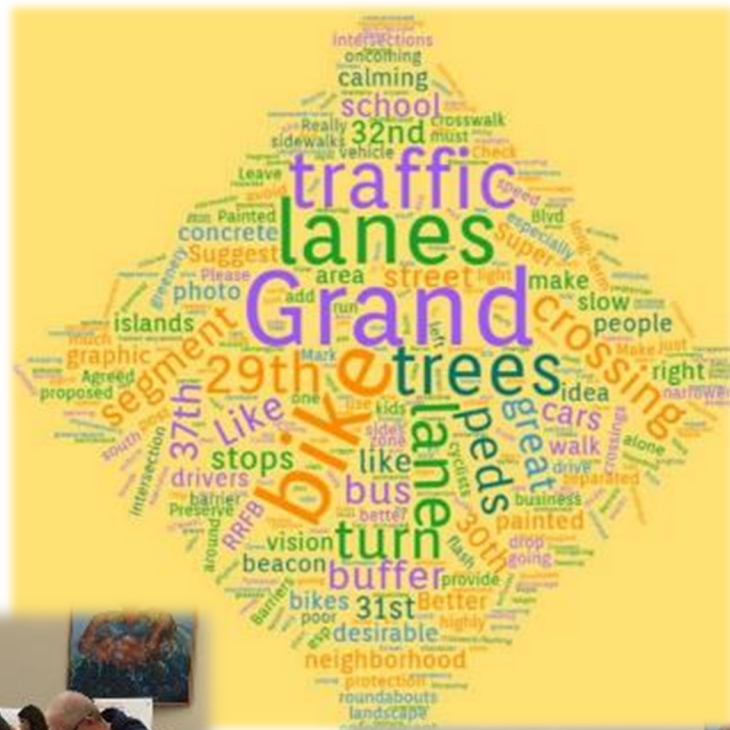
Q24. What is your gender?



Q24 includes: Male, Female, Prefer not to answer.

All details on the survey responses will be available on the website before the first week of March. <https://www.utah.gov/projects/grand-boulevard-transportation-and-land-use-study/>

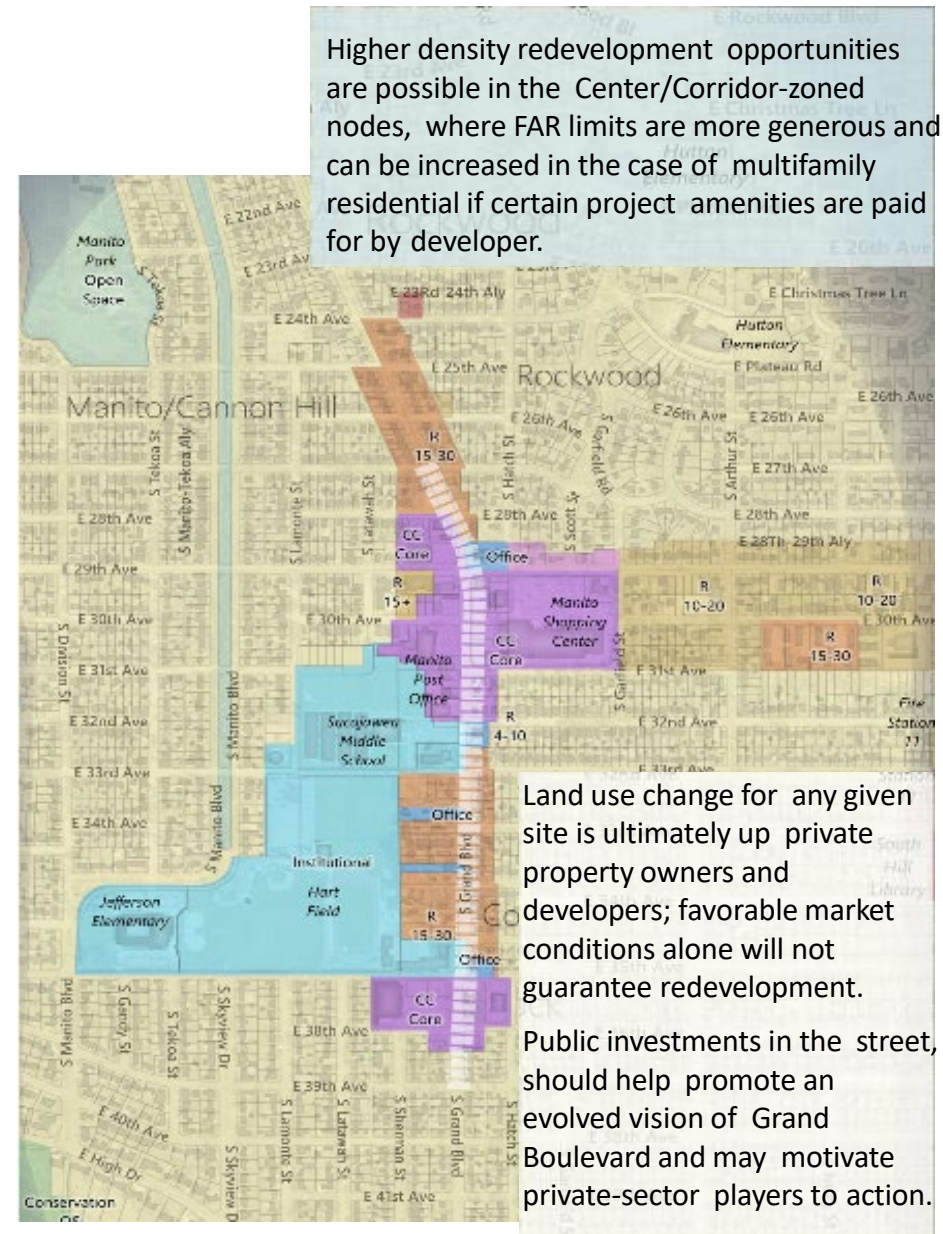
# Community Meetings





# Market Analysis

- The Land Use market analysis was requested by Council in 2017, with the intent of a close look at current policy setting density and intensity of uses in the Grand District Center.
- Analysis evaluates the area's redevelopment potential in context of Comprehensive Plan goals.
- Report documents favorable market conditions, ample residential and retail demand to support infill development in the Study Area.
- Existing land use policy appears to be well-suited to accommodate desirable development forms.



# Strategic Conclusions, Considerations - Highlights

- **Existing zoning is relatively generous in terms of densities, suggesting local policy is not a significant constraint to redevelopment**
- **Vacant land limited, indicating developers rely mainly on unsubsidized profit calculus to drive land assembly or scrape/rebuild decisions**
- **Incentives plus infrastructure development can be a strong motivating signal for redevelopment**
- **Strive to increase residential density to gradually improve the suburban auto-oriented development pattern; help define the street edge and forge walk/bike connections**

# Complete Streets

## What Are Complete Streets?

*The Grand Boulevard Study identifies complete street elements that can be added both in the short and long term to meet corridor goals. Complete streets accommodate all modes of transportation by planning, designing, and building facilities for walking, biking, transit riding, and driving trips.*



### GATHERING SPACES

Parks, plazas and courtyards create destinations along the street. These become opportunities for organized events, space to celebrate nature and culture.

### CROSSING VISIBILITY

Clearly marked crossings create a safe and comfortable environment for people crossing the street by foot, bike and wheelchair.

### BICYCLE ACCOMMODATIONS

Bicycle facilities offer separation from vehicular traffic for cyclists. These can include multi-use paths, on-street buffered and protected bike lanes. A complete street will accommodate a wide range of ages and abilities.

### EFFICIENCY

Roadway design and operations should allow people to travel reliably and understand how to safely and efficiently move by bus or motor vehicle.

### TRANSIT

A complete street considers every passenger's trip from start to finish. Transit stops should provide shelter, seating, wayfinding and transit information.

### WALKING

A complete street should provide a high quality environment where people are safe walking and have natural features and great destinations that make people walk.



# Summary Final Draft Study - Traffic

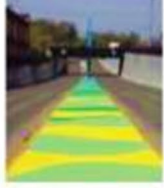
## Long-Term Vision



### 1 ACCESS RESTRICTIONS



PUGETIAN SAFETY ISLAND



RAISED MEDIAN BIT

### POTENTIAL SHORT-TERM IMPROVEMENTS

Improve safety and bikeability with separated bike lanes and enhanced pedestrian crossings. Reduce vehicle traffic to two through lanes and one center turn lane/median, increasing open street space, add bike planters, bike parking, and other pedestrian amenities.

DIFFERENT BIKING LANE



BIKE PLANTERS



BIKE STORAGE



TRAFFIC CALMING



### 2 POTENTIAL 32ND AVE INTERSECTION EXTENSION WEST

Possible intersection extension west and revised parking area to be coordinated with potential future revisions to Sacajawea campus.

### ENHANCED PEDESTRIAN CROSSINGS



### 3 ENHANCED CYCLIST ACTIVATED RAPID FLASH SIGCON (RFFC)



### POTENTIAL LONG-TERM IMPROVEMENTS NORTH OF 33RD AVE

Improve safety and walkability with address of sidewalks, landscape buffers, consolidated driveways, pedestrian-scale lighting and other pedestrian amenities. Add stormwater planters where feasible.

SEATING AMENITIES



LIGHTING



GREENHOUSE PLANTERS



WIDE SIDEWALK



### POTENTIAL IMPROVEMENTS SOUTH OF 33RD AVE

Improve safety and bikeability with separated bike lanes, reduce vehicle traffic to two through lanes and one center turn lane/median. Retain existing curb as is, preserving mature trees.

TRAFFIC CALMING



BUFFERED BIKING LANES



### MAP LEGEND

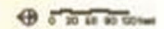
- Parcel Lines
- Street
- Sidewalk
- Landscape Buffer

- Tree (New Planting)
- Tree (Existing)
- Stormwater Planting
- Potential Median Art

- Lighting (Pedestrian + Street)
- Crosswalk
- Enhanced Pedestrian Crossing (RFFC)

- Enhanced Bike Crossing (RFFC)
- Separated Bike Lane
- Shared Greenway
- Transit Stop

- Typical Street Improvements, 29th-32nd (see pg 28)
- Street Improvements Adjacent to Second Development (see pg 28)
- Street Improvements Adjacent to Potential Future Development (see pg 29)
- Typical Street Improvements, 33rd-37th (see pg 29)



# Long-Term Vision for Grand Boulevard in the Center

- **One northbound and one southbound travel lane with center turn lane**
- **Enhanced pedestrian crossings with flashing beacons at 30<sup>th</sup> Avenue, 32<sup>nd</sup> Avenue and 33<sup>rd</sup> Avenue, restricting vehicle turn movements at 30<sup>th</sup> Avenue.**
- **Continuous bike lanes, plus a buffer when space is available**
- **Landscape area to separate sidewalks from traffic lanes**
- **Driveway relocation and consolidation as opportunities arise**



# Intersection Highlights – future Sacajawea Junior High



# Street Sections - Phasing



**A** SECTIONS



**B** SECTIONS

# Thank you



*Email*

[grandboulevardplan@spokanecity.org](mailto:grandboulevardplan@spokanecity.org)

Melissa Wittstruck

[mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org)

Inga Note

[inote@spokanecity.org](mailto:inote@spokanecity.org)

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Housing and Essential Needs SFY21 Increase
<b>Date:</b>	7/1/20
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrDavis@spokanecity.org">mrDavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	The effective date of the amendment is 7/1/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$944,144.00 increase in Housing and Essential Needs (“HEN”) funding for state fiscal year 2021 and amend the City’s agreement with Goodwill Industries of the Inland Northwest (GIIN) as the HEN program operator.
<b>Background/History:</b> HEN is a rental assistance program from homeless and at-risk households with qualifying short or long-term disabilities. Local DSHS Community Services Offices determine eligibility. In the most recent WA State legislative session, the legislature voted to increase annual funding for the HEN program. The first disbursement of these funds will be for State Fiscal Year 2021.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• The HEN program is a set aside within the Consolidated Homeless Grant (CHG) from the Department of Commerce.</li> <li>• The City’s current CHG agreement with Commerce contains \$2,207,584.63 in HEN SFY21 funding.</li> <li>• CHHS retains \$103,020.63 in HEN SFY21 funds for administrative costs associated with the oversight of the program.</li> <li>• GIIN is the selected operator for the HEN program within Spokane County through June 2024</li> <li>• GIIN’s current HEN SFY2021 funding totaling \$2,104,564.00.</li> <li>• Commerce has offered an amendment to the City’s CHG agreement in the amount of \$944,144 in new HEN for SFY21.</li> <li>• \$878,054 of the increase would be disbursed to GIIN to increase the number of HEN-eligible households that can be served, improve staffing ratios/caseloads for HEN staff, and reduce wait time from DSHS eligibility determination to HEN program intake.</li> <li>• CHHS would retain \$66,090 for the increased administrative burden.</li> <li>• CHHS will submit an SBO to add necessary budget capacity for the award.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If new, specify funding source: WA State Department of Commerce	
Other budget impacts: N/A	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Requires change in current operations/policy?

Yes

No

Specify changes required: None.

Known challenges/barriers: None.

**Amendment**

**Grant Number:** 20-46108-30  
**Amendment Number:** A

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)**

<b>1. Grantee</b> Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b>  Julie Montgomery SDG Program Manager (360) 725-2963 Julie.Montgomery@commerce.wa.gov	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$6,126,390.26	<b>6. Amendment Amount</b>  \$944,144.00	<b>7. New Grant Amount</b>  \$7,070,534.26	
<b>8. Amendment Funding Source</b> <b>Federal:    State: X    Other:    N/A:</b>		<b>9. Amendment Start Date</b>  July 1, 2020	<b>10. Amendment End Date</b>  June 30, 2021
<b>11. Federal Funds (as applicable):</b>  N/A	<b>Federal Agency:</b>  N/A	<b>CFDA Number:</b>  N/A	
<b>12. Amendment Purpose:</b> Adds HEN SFY 2021 additional funds.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2019-2021 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

<p><b>FOR GRANTEE</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name, Title</p> <p>_____</p> <p>Date</p>	<p><b>FOR COMMERCE</b></p> <p>_____</p> <p>Diane Klontz, Assistant Director Community Services and Housing Division</p> <p>_____</p> <p>Date</p> <p><b>APPROVED AS TO FORM ONLY</b></p> <p>_____</p> <p>Sandra Adix Assistant Attorney General</p> <p>_____</p> <p>3/20/2014 Date</p>
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**Amendment**

This Grant is **amended** as follows:

**Attachment B**

**Budget**

<b>Budget Categories</b>	<b>Original Grant Amount (and any previous amendments)</b>	<b>Amendment A</b>	<b>New Total</b>
<b>CHG Standard</b>			
Admin	\$224,599.00	\$0	\$224,599.00
Rent/Fac Support Lease	\$573,208.00	\$0	\$573,208.00
Other Rent/Fac Support Lease and Housing Costs	\$9,600.00	\$0	\$9,600.00
Operations	\$769,452.00	\$0	\$769,452.00
<b>PSH CHF</b>			
PSH CHF Rent/Fac Support Lease	\$65,098.00	-\$300.00	\$64,798.00
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$0.00	\$300.00	\$300.00
PSH CHF Operations	\$69,264.00	\$0	\$69,264.00
<b>HEN SFY 2020 (July 2019-June 2020)</b>			
HEN Admin 2020	\$87,624.00	\$0	\$87,624.00
HEN Rent/Fac Support and Housing Costs 2020	\$1,477,398.00	\$0	\$1,477,398.00
HEN Operations 2020	\$642,562.63	\$0	\$642,562.63
<b>HEN SFY 2021 (July 2020-June 2021)</b>			
HEN Admin 2021	\$84,951.00	\$67,481.00	\$152,432.00
HEN Rent/Fac Support and Housing Costs 2021	\$1,473,192.00	\$472,365.00	\$1,945,557.00
HEN Operations 2021	\$649,441.63	\$404,298.00	\$1,053,739.63
<b>Total</b>			
<b>Total</b>	\$6,126,390.26	\$ 944,144.00	\$7,070,534.26

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Building & Development Services / Planning & Neighborhood Services
<b>Subject:</b>	Shared Mobility Contract and Ordinances Updates
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Colin Quinn-Hurst, <a href="mailto:cquinnhurst@spokanecity.org">cquinnhurst@spokanecity.org</a> , 509-625-6804
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, Bicycle Master Plan
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	August 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improved sustainable urban mobility options
<u>Background/History:</u>	
<p>Proposed updates to guiding documents for the WheelShare program address enforcement of sidewalk riding and parking rules, bicycle operations, and changes in fee structure related to pandemic redeployment. Proposed changes include adjustments to municipal code and amendments to the contract with the selected vendor. Adjustments are based on operational experiences and feedback from the 2018 pilot program, 2019 operating season, and operational adjustments required to relaunch mid-pandemic in 2020.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>• Updates to Sidewalk Riding Ordinance SMC 16A.61.787 to clarify language specifying prohibited sidewalk behaviors on shared mobility vehicles.</li> <li>• Updates to Shared Mobility Contract OPR 2018-0521 to add enforcement requirements, adjust bicycle requirements, and modify fee structure to reflect pandemic operations.</li> <li>• Term is May 13, 2019 to May 12, 2021</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 400-50 bicycles through the first quarter of operation in the combined area of the Downtown Business Improvement District and the University District. The minimum average daily bicycle fleet shall be deployed within two weeks of program relaunch. ~~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 bicycle ridership exceeds 3 rides/vehicle/day, the Company shall increase bicycle deployment above 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 operational and technological 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.
- G. Lime will operate the LimeAID program, providing free use of vehicles for public safety and healthcare workers, for the remainder of the 2020 operating season on November 15, 2020.
- H. In response to the COVID-19 pandemic, decreased ridership per vehicle and increased cleaning requirements, annual fees and daily vehicle fees will be waived effective from July 1, 2020 relaunch through the end of the 2020 operating season.

# EXHIBIT C

## Shared Mobility Operating Requirements.

### 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 [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

**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 [RCW 46.61.780](#). 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.
4. COVID-19 precautionary health measures are recommended including washing or sanitizing hands before and after use of the vehicles, wearing masks and gloves, and maintaining a s 6-foot distance from other users.

**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.

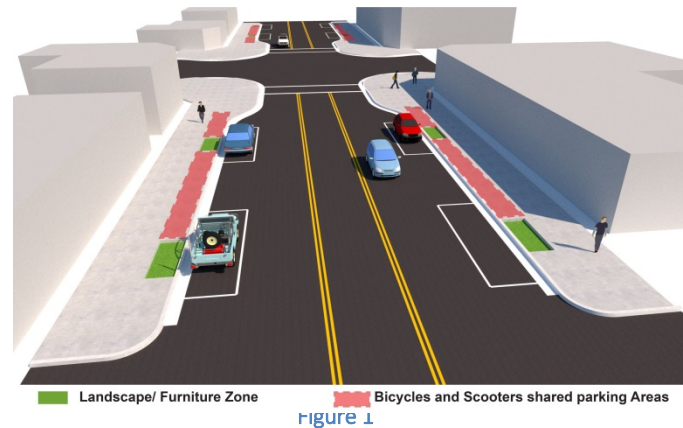
**Requirement S11:** Shared mobility vendors shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, 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.

**Requirement S13:** Shared mobility vendors shall follow CDC COVID-19 guidelines for cleaning shared surfaces during pandemic operations.

## Parking

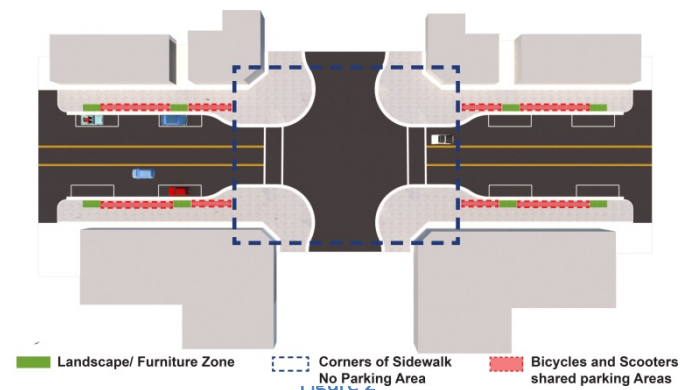
**Requirement P1:** For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared mobility vendors shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations 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:

1. 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.
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 re-balanced 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 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, on-street 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 number of 50 bicycles in operation, measured on a weekly basis. ~~comprising 20% of the fleet.~~

Weather conditions permitting, the vendor shall maintain the minimum fleet size from March 15<sup>th</sup> through November 15<sup>th</sup>. Fleet size may be reduced from November 15<sup>th</sup> through March 15<sup>th</sup>; 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

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 by the 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 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 vehicles no longer in operation in Spokane; 4. Affixing stickers on the front of the steering column, facing forward, clearly visible to observers; 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 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.

**Reorganization of the Neighborhood and Business Services Division  
Briefing Paper: Urban Experience Committee**

**Division:** Neighborhood and Business Services

**Subject:** Proposed Changes to Organizational Structure

**Date:** 7/13/20

**Contact:** Wes Crago, City Administrator

**Council Sponsor:** CM Stratton

**Executive Sponsor:** Mayor Nadine Woodward

**Committee Impacted:** Urban Experience

**Type of Agenda Item:** Discussion

**Deadline:**

- Committee Briefing: Urban Experience 7/13/20
- Advance Agenda Briefing: 7/20/20
- Council Action: 7/27/20

**Outcome:** Adoption of proposed changes to the SMC Section 03.01A as outlined below and in the attachments.

**Background:** Created in 2017, the Neighborhood and Business Services (NBS) division was envisioned to bring together services that often conflicted with one another in order to reduce silos and encourage collaboration among departments to provide visible outcomes for both the neighborhood, business, and human services communities. Ultimately, the division leader (currently vacant) has responsibility for a multitude of high profile initiatives. While the city has ultimately seen increased collaboration among our teams, the profile and workload of certain priorities within the division has continued to grow, causing a disproportionate balance in the attention and leadership given to very different and important functions of the city.

Under new city leadership, hearing the concerns of the City Council of the effectiveness of such an expansive NBS division, and recognizing that certain goals have been met, now is the appropriate time to reassess how we deliver on commitments made to the community. The Mayor must fill a crucial leadership position for the City in order to deliver our services in an effective manner and creating the appropriate structure with the needs of each department in mind before a hire is made makes good sense. This proposal will split the NBS division into two complementary divisions, each with division leadership that is more focused on their core services, and was informed through a robust staff engagement process and with collaborative touch points between the Mayor and Councilmembers.

**Executive Summary:** The Administration is proposing to reorganize the Neighborhood and Business Services (NBS) division to better align with strategic community priorities. As a Division Department in the SMC at 03.01A.245, NBS and its aligned departments provides support and direction for the City's

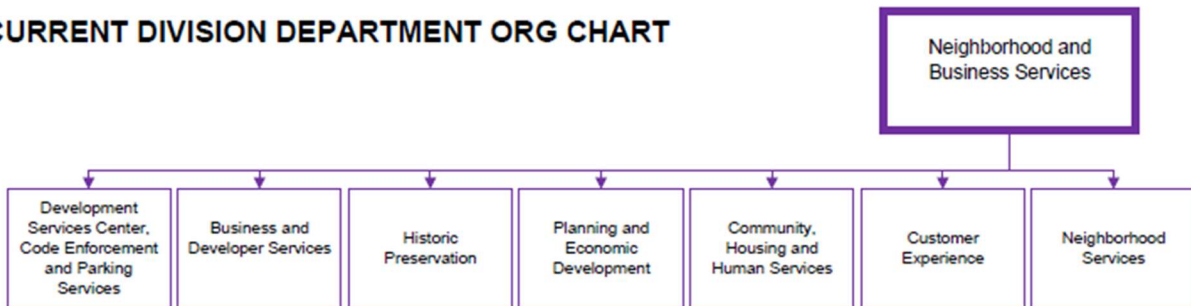
community-oriented departments, as well as planning and developer services, historic preservation, and housing and human services.

The proposed reorganization divides this division into two complementary Division Departments:

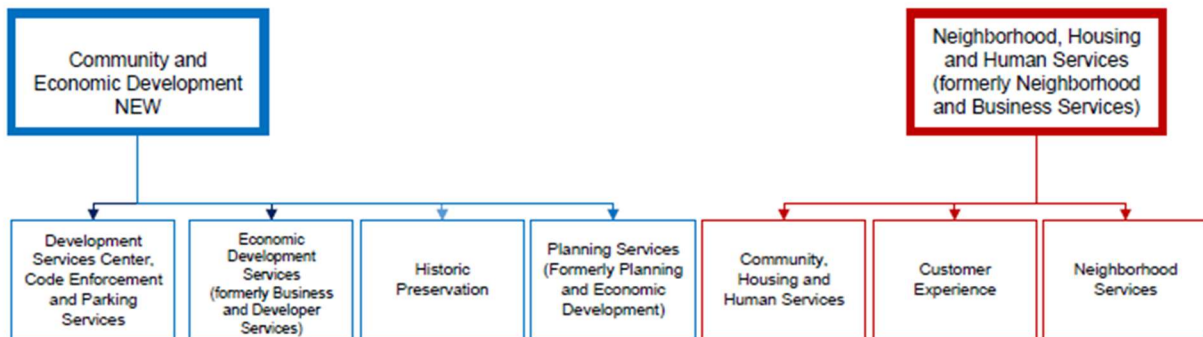
- **Neighborhood, Housing, and Human Services (NHHS)** serves citizens and builds healthy neighborhoods through community engagement, by delivering information, securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods, and organizations to resources and services.
- **Community and Economic Development Services (CEDS)** administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives.

Here are the current and proposed organizational charts:

### CURRENT DIVISION DEPARTMENT ORG CHART



### PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART



As currently structured, the goals of this reorganization are:

- Detach business oriented services from social and human services.
- Reestablish the Office of Neighborhood Services as a standalone department, rather than a program within the Planning department.
- Provide targeted leadership with capacity to focus and implement on services and initiatives that the community expects.

### Proposed Leadership:

Neighborhood, Housing, and Human Services: We anticipate actively recruiting for the division director position immediately following Council approval of this proposal. This division director role is critical to the success of our homelessness initiatives and supporting the needs of our neighborhoods. The current NBS division director position is vacant and will be retitled as the NHHS division director. This position is budgeted for 2020 and as the head of a department will require Council confirmation.

Community and Economic Development Services: This ordinance creates a new division department, and as such there is not an existing position to complement the structural change. The Administration will seek to create and fund this position in the upcoming budget process and anticipates recruitment in January 2021, unless there is an agreed upon path between the Administration and Council to accomplish this sooner.

**2020 Budget/Financial Impact:** The proposed Neighborhood, Housing, and Human Services division position is currently budgeted in 2020, but has been vacant for more than a year. We do not anticipate significant 2020 costs as a result of this re-organization.

**Attachments:**

- Proposed amendments to the SMC that correspond to the reorganization
- Proposed organizational chart

**Budget Impact:**

**Approved in current year budget:** Y

**Annual/Reoccurring expenditure:** N/A

**If new, specify funding source:** N/A

**Other budget impacts:**

**Operations Impact:**

Consistent with current operations/policy: N/A

Requires change in current operations/policy: Yes

Specify changes required: Updates to the SMC and City organization structure.

**ORDINANCE C- \_\_\_\_\_**

An ordinance relating to the executive and administrative organization of the City; amending SMC sections 3.01A.210, 3.01A.225, 3.01A.245, and 3.01A.365, and adopting a new section 3.01A.367 to chapter 3.01A of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC Section 3.01A.210 is amended to read as follows:

**3.01A.210 Division Departments**

The following departments shall be considered as division departments:

- A. City Attorney
- B. Neighborhood, Housing and Human ~~((and Business))~~ Services
- C. Finance, Treasury and Administration
- D. Fire
- E. Parks and Recreation
- F. Police
- G. Public Works
- H. Human Resources
- I. Innovation and technology Services
- J. Community and Economic Development Services

Section 2. That SMC Section 3.01A.225 is amended to read as follows:

**3.01A.225 ~~((Business and Developer))~~ Economic Development Services**

The department of ~~((business and developer))~~ economic development services ~~((oversees planning and programming for services to enhance the quality of life in the community. It))~~ promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

Section 3. That SMC Section 3.01A.245 is amended to read as follows:

**3.01A.245 Neighborhood, Housing and Human (~~and Business~~) Services**

~~((The department of neighborhood and business services provides support and direction for the City's community-oriented departments. This support is accomplished through ensuring effective expenditure of local, state and federal funds to benefit low and middle income citizens; providing direct services to improve quality of life; sharing information and providing opportunities for citizens to be engaged in the city government decision making process; and ensuring the highest standards of customer service for City department's interactions with citizens. The department also provides support and direction to the planning and developer services departments, historic preservation and the housing and human services department.))~~

A. The division of neighborhood, housing and human services serves citizens and builds healthy neighborhoods through community engagement, by delivering information, securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods and organizations to resources and services.

B. The division director of neighborhood, housing and human services is responsible for the leadership and management of the division and various departments under the supervision of the division.

Section 4. That SMC 3.01A.365 is amended to read as follows:

**3.01A.365 Planning Services (~~and Economic Development~~)**

The planning services (~~and economic development~~) department is responsible for preparation and maintenance of the comprehensive plan to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; and reviews development permits for compliance with land use codes.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the plan commission, design review board and bicycle advisory board.

- C. Any applicant offered the position of director of planning and economic development services for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. bachelors or masters degree in urban planning, public administration or a related field;
  2. American Institute of Certified Planners (AICP) certification;
  3. minimum of eight years of progressively responsible planning experience;
  4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
  5. demonstrated responsibility for budgets exceeding one million dollars;
  6. demonstrated substantial coursework in land use and urban planning principles;
  7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
  8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
  9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
  10. demonstrated knowledge of basic environmental function and values;
  11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and
  12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- E. The planning services (~~and economic development~~) director shall be appointed by the mayor, with approval by a majority of the city council, pursuant to section 24 of the city charter.

Section 5. That there is adopted a new section 3.01A.367 to chapter 3.01A of the Spokane Municipal Code to read as follows:

### **3.01A.367 Community and Economic Development Services**

- A. The division of community and economic development services administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives.
- B. The division director of community and economic development services is responsible for the leadership and management of the division and various departments under the supervision of the division.

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

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

Attest:

Approved as to form:

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

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

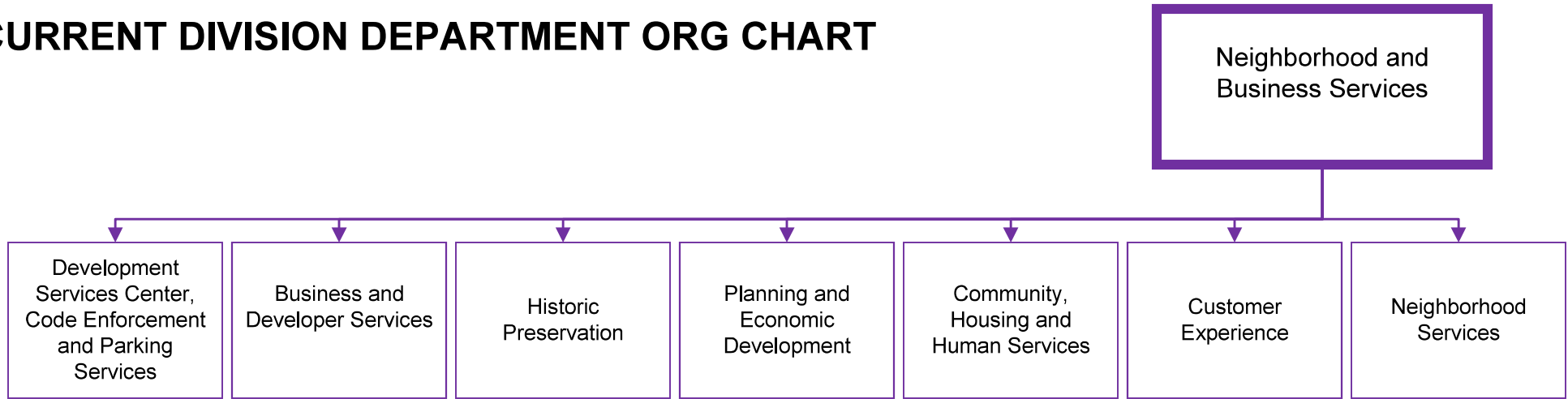
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



# CURRENT DIVISION DEPARTMENT ORG CHART



# PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART

