CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.

5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.

5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.

5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.

5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.

5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.

5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 30, 2015

MISSION STATEMENT

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

MAYOR DAVID A. CONDON
COUNCIL PRESIDENT BEN STUCKART
COUNCIL MEMBER MICHAEL A. ALLEN
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER JON SNYDER
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. List of proposed Federal Grant applications for Integrated Capital Management projects under both the Congestion Management Air Quality and Transportation Alternatives funding programs. Brandon Blankenagel	Approve	OPR 2015-0246
2. Continuation of Oracle License Support with DLT Solutions (Herndon, VA), to include Update Subscription Services and Right to Use Oracle Licenses, for the City from April 21, 2015 through April 20, 2016—$238,087.88 (plus tax). Michael Sloon	Approve	OPR 2015-0242
3. Contract with Azteca Systems, Inc. (Sandy, UT) for annual support and upgrades of Cityworks Servers AMS for the Wastewater and Water Departments from April 1, 2015 through March 31, 2016—$65,220 (incl. tax). Michael Sloon	Approve	OPR 2015-0243
4. Contract with Journal Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of Justware Case Management Software and Annual Subscription of Business Intelligence from April 1, 2015 through March 31, 2016—$96,663.38 (plus tax). Michael Sloon	Approve	OPR 2015-0244

5.	**Setting Hearings before the Hearing Examiner on Final Assessment Rolls for May 19, 2015 at:** **Dan Buller**	**Set H.E. Hearing 5/19/15**	
	a. **1:30 p.m. for Liberty Avenue from Oak Street to Ash Place; Ash Place from Dalton Avenue to Liberty Avenue.**		**PRO 2012-0040 LID 2012066**
	b. **2:30 p.m. for Kendick Avenue from approximately 1,200 feet west of Nine Mile Road to Nine Mile Road.**		**PRO 2012-0026 LID 2012042**
	c. **3:30 p.m. for Alley between Princeton Avenue and Heroy Avenue from Addison Street to Standard Street.**		**PRO 2013-0018 LID 2013080**
6.	**Contract Extension No. 2 with Kemira Water Solutions (Spokane, WA) for an estimated 5,000 tons of Aluminum Sulfate for use at the Riverside Park Water Reclamation Facility for phosphorus removal—Estimated cost $1,250,050 (incl. tax).** **Mike Coster**	**Approve**	**OPR 2013-0213 BID 3902-13**
7.	**Contract with D.R. Scott Construction, LLC, (Burlington, NC) for the construction of the Intermodal Police Precinct and Greyhound office space.** **Scott Simmons**	**Approve & Authorize Contract**	**OPR 2015-0245**
8.	**Request to apply for the Washington Auto Theft Prevention Authority Grant for Fiscal Year 2015-2017—Expected grant funds $350,000.** **Jennifer Stapleton**	**Approve**	**OPR 2015-0247**
9.	**Request to support Spokane County's application for grant funding from the MacArthur Foundation—Expected grant funds $150,000. The Spokane Police Department will be the sub-recipient of the grant with the County managing the grant.** **Jennifer Stapleton**	**Approve**	**OPR 2015-0248**
10.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2015, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.**	**Approve & Authorize Payment**	**CPR 2015-0002**
11.	**City Council Meeting Minutes: _____, 2015.**	**Approve All**	**CPR 2015-0013**

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Arts Commission: One Reappointment & Six Appointments	Confirm	CPR 1981-0043
Housing Authority Board: One Reappointment	Confirm	CPR 1981-0487

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35245 amending Ordinance No. C35062 passed the City Council November 25, 2013, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund
FROM: Unappropriated Reserves, $31,000;
TO: Temp/Seasonal Employee, $25,800 and
Social Security, $2,200.

(This action creates a Temporary/Seasonal employee who will serve as project manager and coordinator of the Targeted Investment Pilot Program.)
Council President Stuckart

EMERGENCY ORDINANCE

Require Five Affirmative, Recorded Roll Call Votes

ORD C35244 **(To be considered under Hearing item H1.)**

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

Resolutions setting Hearings before City Council for April 27, 2015, for the vacation of:

RES 2015-0026 **A portion of existing right-of-way bordered by Erie Street, Front Avenue, and vacated Ivory Street as requested by the City of Spokane.**
Eldon Brown

RES 2015-0027 **The alley between Garfield Street and Scott Street, from the south line of 43rd Avenue to the north line of 44th Avenue as requested by Black & Warrick, LLC. Eldon Brown**

RES 2015-0028
OPR 2015-0249

Declaring Community Detox Services of Spokane a sole source for emergency service van patrol to transport publicly intoxicated individual(s); and authorizing the City of Spokane Fire Department to enter into a contract for these services.
Bobby Williams

RES 2015-0029

Supporting efforts to formally rename the portion of U.S. 395 through Spokane, currently known as the North Spokane Corridor, as the Thomas S. Foley Corridor. Council President Stuckart

RES 2015-0030

Relating to the City of Spokane supporting Spokane Transit Authority Ballot Proposition No. 1, entitled "Preservation and Improvement of Public Transportation Services," for the April 28, 2015 special election.
Council Member Snyder

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARING

H1.	**Emergency Ordinance C35244 adopting an emergency amendment to the City of Spokane Comprehensive Plan including text amendments to Chapter 4 Transportation, adopting changes to the Planned Bikeway Network Map (Map TR 2), and declaring the existence of an emergency and setting an effective date. Nathan Gwinn**	**Pass Upon Roll Call Vote**	**ORD C35244**

Motion to Approve Advance Agenda for March 30, 2015
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed

thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The March 30, 2015, Regular Legislative Session of the City Council is adjourned to April 13, 2015.

NOTE: There will be no regularly scheduled City Council meeting held on Monday, April 6, 2015, as this meeting has been canceled.

NOTES

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/17/2015
		Clerk's File #	OPR 2015-0246
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MGMT	Cross Ref #	
Contact Name/Phone	BRANDON 625-6419	Project #	
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	4250 - SPOKANE REGIONAL TRANSPORTATION COUNCIL FUNDING		

Agenda Wording

Pursuant to chapter 7.19 Integrated Capital Management is seeking approval of the attached proposed for Federal Grant applications.

Summary (Background)

Pursuant to chapter 7.19 Approval of Grant Applications, City Council shall approve all applications for state or federal grants prior to submission either in conjunction with the adopted budget or subsequently as part of the City Council's consent agenda. The Spokane Regional Transportation Council has made a call for projects that are eligible for Congestion Management Air Quality and Transportation Alternatives funding. The pre-Applications are due April 10th, 2015.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	**Study Session**	
Division Director	ROMERO, RICK	**Other**	Public Works 3/23/15
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kemiller@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jsalstrom@spokanecity.org	
		bblankenagel@spokanecity.org	
		rromero@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Integrated Capital Management has created and attached a list of potential candidate applications that would be eligible for these funds and seek approval from City Council of the attached list.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Pursuant to chapter 7.19 Approval of Grant Applications, City Council shall approve all applications for state or federal grants prior to submission either in conjunction with the adopted budget or subsequently as part of the City Council's consent agenda.
The Spokane Regional Transportation Council authorized approximately $13.5 million in federal funding in 2015 to be spent on local transportation projects and programs. The money will come from two programs, the Congestion Mitigation and Air Quality (CMAQ) program ($11.5 M) and the Transportation Alternatives Program (TAP) ($2 M). The pre-Applications are due April 10th, 2015.
Integrated Capital Management has created a list of potential candidate applications that would be eligible for these funds and seeks approval from City Council of the following list.

CMAQ Project List 2015

Note: Projects denoted with an asterisk * may be submitted under Transportation Alternatives

Project Name	Description	Grant Request	Project Cost
* **Centennial Trail Gap at TJ Meenach Bridge Study**	Engineering Study to identify feasible connections between the current west end of the Centennial Trail Summit Blvd and the west side of the TJ Meenach Bridge. The study would identify the best alternative river crossing method, as well as the connection route and associated ROW and permitting needs for the selected alternative.	**$253,179**	**$300,000**
* **Pedestrian Stairways**	To increase pedestrian safety by repairing/building 4-6 stairways throughout the city.	**$405,555**	**$480,555**
* **Cincinnati Greenway, Desmet Ave to North Foothills Dr**	Install infrastructure and traffic calming elements that would support the use of the Cincinnati corridor as a greenway. This greenway would prioritize active transportation by limiting the utility for thru-traffic.	**$421,965**	**$500,000**
* **Rowan Ave East Spur off the Children of the Sun Trail**	This project would be to secure the preferred alignment ROW and/or permits required to create the trail spur in association with the North South Freeway work.	**$253,180**	**$300,000**
* **Protected Crosswalk on Division between Magnesium and Holland**	Construct pedestrian refuge and crossing of Division Street (US2) between Magnesium Ave and Holland Ave.	**$54,750**	**$64,875**
Sunset Highway Bike Facilities, Royal Street to Deer Heights Road	Construct bicycle lanes or pathway to tie in with the proposed facilities at Royal Street and the planned pathway to the west.	**$1,265,900**	**$1,500,000**
Fish Lake Trail to Centennial Trail Connection Study	Engineering study to determine the best feasible pathway connection between the Sandifur Bridge and the Fish Lake Trail trailheads.	**$168,785**	**$200,000**
Havana at 37th to Ben Burr Trail Connection Study	Study of feasible connection routes between the east end of the Ben Burr Trail at Fiske and 11th to the bike lanes on Havana Street at 37th Avenue.	**$185,665**	**$220,000**
Sprague Avenue - Sprague Way to Smith Street	Rebuild of asphalt and signal updates to accomodate protected left turns. Streetscape elements to include curb extensions and pedestrian refuge islands. Pedestrian lighting to also be included.	**$1,460,000**	**$1,730,000**

Monroe Street High Performance Transit	Installation of Bus Bulbouts, transit shelters, communication conduit and other amenities that support the HPT network on Monroe Street from Summit Blvd to Garland Ave..	**$421,965**	**$500,000**
Hamilton Street Congestion Improvements	Signal and intersection upgrades within the Hamilton Corridor from Desmet Ave. to North Foothills Dr. that will improve congestion by decreasing delay associated with left turn queues. Improvements to include extending left-turn pockets and improving signal phasing. This project may be split into phases depending on available funding.	**$2,531,792**	**$3,000,000**
5th Avenue at Sherman Street Intersection Improvements	Intersection improvements to reduce congestion and improve traffic flow through the intersection of 5th Avenue and Sherman Street. Improvements may include installation of a traffic signal and/or installation of dedicated turn lanes.	**$547,500**	**$648,750**
Bike Share Feasibility Study	A study to determine the implementation of a bike share system in Spokane	**$168,787**	**$200,000**
44th Ave, 46th Ave, and Altamont Paving	Paving of 44th Avenue between Crestline and Altamont; 46th Avenue between Altamont and Cook, and Altamont Street between 46th Ave and 49th Ave. Asphalt, curbing, and sidewalk placement included.	**$1,265,896**	**$1,500,000**
Lyons Ave, Rosewood Ave and Napa St Paving	Paving of Lyons Avenue from Napa to Crestline; Rosewood Avenue from Pittsburg to Napa; and Napa Street from Francis to Holyoak. Project scope will include the installation of curb and sidewalk.	**$1,265,896**	**$1,500,000**

Transportation Alternatives List

University District Pedestrian/Bike Bridge	To construct the pedestrian/bike bridge.	**$730,000**	**$865,000**

BRIEFING PAPER
Public Works Committee
Capital Programs
March 23, 2015

Subject:
Spokane Regional Transportation Council (SRTC) has a current call for projects under both the Congestion Management Air Quality (CMAQ) and Transportation Alternatives (TA) funding. SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:
Integrated Capital Management has developed a list of candidate projects that are both eligible and competitive for the funds being made available by SRTC. The attached list of projects will be presented to Council for approval prior to the April 10th application submission date.

Impact:
There is a match required on all projects submitted, any selected project's match will come from the Arterial Street Fund.

Action:
Recommend approval of the attached list of proposed applications.

Funding:
The current call for projects is for Federal funding from two specific programs, CMAQ and TA.

For further information on this subject contact Mike Taylor, Director for Integrated Capital Management 625-6307.

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/10/2015
		Clerk's File #	OPR 2015-0242
		Renews #	OPR 2014-0290
Submitting Dept	INFORMATION TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 17282000
Agenda Item Name	5300 ORACLE/DLT SOLUTIONS (2015)		

Agenda Wording

Approval to continue the Oracle License Support with DLT Solutions (Herndon, VA) to include Update Subscription Services and Right to Use Oracle Licenses for the City of Spokane. April 21, 2015 through April 20, 2016 for $238,087.88 plus tax.

Summary (Background)

Oracle is the database used by the Human Resources Management System (HRMS/PeopleSoft), Utility Billing System (Customer Star II)and Fleet Focus M-5 System. It is imperative to the City that the functionality of the database and the application software is stable and consistent. The City of Spokane is utilizing Contract Number: GSA:GS-35F-4543G Schedule 70.

Fiscal Impact		Budget Account
Expense	$ 179,446.77 plus tax	# 5300-73300-18850-54820
Expense	$ 58,641.11 plus tax	# 5300-73500-18850-54820
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	Finance, March 2, 2015
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		eliot.despins@oracle.com &	

DLT Solutions Price Quotation

Date: 03/18/2015
Quote: 4417528
Reference: 1075100
Expires: 04/01/2015

To: Joan Hamilton
City of Spokane
808 W. Spokane Falls Blvd
City Hall 7th Floor
Spokane, WA 99201

Phone: (509) 625-6487
Fax: 509) 625-6550
Email: jhamilton@spokanecity.org

From: Courtney Osgood
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 708-9654
Fax: (703) 709-8450
Email: courtney.osgood@dlt.com

Item	Part #	Description	Qty	Unit Price	Ext. Price
1		Support Renewal - Other Expansion - Reported Budget Perpetual CSI: 17569302 Qty: 482 **PoP:** 5/7/2015 **through** 4/20/2016	1	$483.55	$483.55
2		One Year Software Update License & Support Renewal for Micro Focus International Ltd. Net Express COBOL for Windows 2 Named Users See Supplement See Supplement Micro Focus International Ltd. Net Express COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program) CSI: 17660375 Qty: 1 **PoP:** 4/21/2015 **through** 4/20/2016	1	$730.21	$730.21
3		One Year Software Update License & Support Renewal for User Productivity Kit Standard - Employee Oracle User Productivity Kit - UPK Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$11,110.80	$11,110.80
4		One Year Software Update License & Support Renewal for User Productivity Kit Standard - UPK Developer Oracle User Productivity Kit Standard - UPK Developer	1	$6,479.37	$6,479.37

	Perpetual CSI: 17569302 Qty: 3 **PoP:** 4/21/2015 **through** 4/20/2016			
5	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Community Portal - Employee Count Perpetual License PeopleSoft Enterprise Community Portal - Enterprise $M in Operating Budget Perpetual CSI: 17569302 Qty: 482 **PoP:** 4/21/2015 **through** 4/20/2016	1	$5,369.39	$5,369.39
6	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Human Resources For Public Sec - Employee Count Perpetual License PeopleSoft Enterprise HelpDesk for Human Resources - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$16,831.79	$16,831.79
7	Software Update License & Support Renewal for PeopleSoft Enterprise Financials Warehouse - Application User Perpetual PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$14,727.85	$14,727.85
8	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Benefits Admin. For Public Sec - Employee Count Perpetual License PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$11,922.52	$11,922.52
9	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual License PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee	1	$10,519.86	$10,519.86

	Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016			
10	One Year Software Update License & Support Renewal for PeopleSoft Enterprise HCM Portal Pack - Employee Count Perpetual License PeopleSoft Enterprise RecruitingPeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$1,683.19	$1,683.19
11	Software Update License & Support Renewal for PeopleSoft Enterprise Financials Warehouse - Application User Perpetual PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$14,727.85	$14,727.85
12	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Benefits Admin. For Public Sec - Employee Count Perpetual License PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$11,922.52	$11,922.52
13	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Time And Labor For Public Sect - Employee Count Perpetual License PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$15,429.19	$15,429.19
14	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual License PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	1	$31,559.64	$31,559.64

	CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016			
15	Renewal - One Year Oracle Administration Services for On Demand PeopleSoft Enterprise Human Resources, Self Service Application User PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual CSI: 17569302 Qty: 3000 **PoP:** 4/21/2015 **through** 4/20/2016	1	$25,949.04	$25,949.04
16	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Named User Plus License Oracle Database Enterprise Edition - Named User Perpetual CSI: 3366693 Qty: 80 **PoP:** 4/21/2015 **through** 4/20/2016	1	$17,585.65	$17,585.65
17	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Named User Plus License Oracle Database Enterprise Edition - Named User Perpetual CSI: 3366693 Qty: 20 **PoP:** 4/21/2015 **through** 4/20/2016	1	$4,396.41	$4,396.41
18	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Processor License Oracle Database Enterprise Edition - Processor Perpetual CSI: 3863575 Qty: 4 **PoP:** 4/21/2015 **through** 4/20/2016	1	$36,659.05	$36,659.05

Total: **$238,087.88**

This quote is valid until: **04/01/2015**

GSA Schedule Data:
Contract #: GS-35F-4543G
Contract Category: Schedule 70
Contract Term: 04/01/1997-03/31/2017

DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

PLEASE REMIT PAYMENT TO: ACH: DLT Solutions, LLC
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR- Mail: DLT Solutions, LLC
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

DLT CONFIDENTIAL

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/9/2015
		Clerk's File #	OPR 2015-0243
		Renews #	OPR 2014-0292
Submitting Dept	INFORMATION TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15306000
Agenda Item Name	5300 AZTECA CITYWORKS WATEWATER & WATER (2015)		

Agenda Wording

Contract with Azteca Systems, Inc. (Sandy, UT) for annual support and upgrades of Cityworks Servers AMS for the City of Spokane Wastewater and Water Departments. April 1, 2015 through March 31, 2016 for $65,220.00 including tax.

Summary (Background)

The City of Spokane uses Cityworks Software as a powerful, flexible and affordable GIS-based Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software, it enables Public Works and Utilities clients to inventory assets, issue and track service requests, work orders, and manage overall customer needs.

Fiscal Impact		Budget Account
Expense	$ 38,045.00 inc tax	# 4100-42420-34148-54201
Expense	$ 27,175.00 inc tax	# 4310-43100-35148-54201
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	Finance, March 2, 2015
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		Azteca - marianne@cityworks.com	

Cityworks®

Support Quote

February 5, 2015

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

City of Spokane, WA
Contract # **C147511**

Software	Licenses
Desktop	E
Anywhere	E
Desktop / Anywhere	
Server AMS	E
Server AMS Essentials	
Server AMS View	
Server AMS Inspection	
Server PLL	
PLL Online Access	
Storeroom	E
Service Request Only	
CCTV Interface for PACP	E
Equipment Manager	E
Pavement Analysis	E
Doc. Management API	
Service Request API	
Metrics API	
Contracts	
Work Order API	
Work Order API Extended	
Citizen Service Request API	
Inspection API	
Case API (Basic)	
Case API (Extended)	
Mobile native device (iOS / Android)	
Cityworks Online	
Cityworks Analytics	Y
e-URL	
Renewal Period	**4/1/2015** to **3/31/2016**
U & S Amount Due	**$35000.00** (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

_____
Signature of Authorized Representative

_____
Date

Cityworks®

Support Quote

February 5, 2015

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

Spokane Wastewater Management, WA
Contract # **C153713**

Software	Licenses
Desktop	E
Anywhere	E
Desktop / Anywhere	
Server AMS	E
Server AMS Essentials	
Server AMS View	
Server AMS Inspection	
Server PLL	
PLL Online Access	
Storeroom	E
Service Request Only	
CCTV Interface for PACP	E
Equipment Manager	E
Pavement Analysis	E
Doc. Management API	
Service Request API	
Metrics API	
Contracts	E
Work Order API	
Work Order API Extended	
Citizen Service Request API	
Inspection API	
Case API (Basic)	
Case API (Extended)	
Mobile native device (iOS / Android)	
Cityworks Online	
Cityworks Analytics	E
e-URL	
Renewal Period	**4/1/2015** to **3/31/2016**
U & S Amount Due	**$25000.00** (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

_____ _____
Signature of Authorized Representative Date

_____ _____

City Clerk's No. 2015-0243

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and AZTECA SYSTEMS, INC., whose address is 11075 South State Street # 24, Sandy, Utah 84070, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide SOFTWARE UPDATE AND ANNUAL SUPPORT FOR CITYWORKS GIS BASED ASSET MAINTENANCE MANAGEMENT SYSTEM which enables Public Works and Utilities to inventory assets, issue and track service requests and work orders, and manage overall customer needs, in accordance with the Contractor's proposal dated February 5, 2015.

2. CONTRACT TERM. The Contract shall begin April 1, 2015 and run through March 31, 2016, unless terminated earlier.

3. COMPENSATION. The City shall pay the Contractor SIXTY FIVE THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS ($65,220.00), including tax, as full compensation for everything furnished and done under this Contract.

4. PAYMENT. The Contractor shall send its applications for payment to Information Technology, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

8. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

10. TERMINATION. Either party may terminate this Contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

11. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Contractor, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

12. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

13. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice and that only material and workmanship of the best quality are to be used.

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

15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

16. INSURANCE**.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

A. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,500,000 each occurrence for bodily injury and property damage.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

17. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____
City Clerk

Dated: _____

AZTECA SYSTEMS, INC.

By: _____

Title: _____

E-Mail address, if available: _____

_____

Approved as to form:

_____
Assistant City Attorney

15-179

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/10/2015
		Clerk's File #	OPR 2015-0244
		Renews #	
Submitting Dept	INFORMATION TECHNOLOGY	Cross Ref #	OPR 2014-0293
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15322000
Agenda Item Name	5300 JOURNAL TECHNOLOGIES (2015)		

Agenda Wording

Contract with Journal Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of Justware Case Management Software and Annual Subscription of Business Intelligence. April 1, 2015 through March 31, 2016 for $96,663.38 plus tax if applicable.

Summary (Background)

This contract combines annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies improves efficiency and aids in establishing consistency in case management methodology and reporting across the various agencies; as well as allowing each agency to use the City's existing document imaging system to move towards a paperless office environment.

Fiscal Impact		Budget Account
Expense	$ 105,073.09	# 5300-73300-18850-54820
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	Finance, March 2, 2015
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		Journal Tech - bstocks@newdawn.com	

Invoice

JOURNAL TECHNOLOGIES, INC.
843 South 100 West
Logan, UT 84321 USA
accounting@newdawn.com
Phone: 435-713-2100

Number: 0000001833R
Date: 2/17/2015

Salesperson:
Customer: 3159

Sold To	Ship To
SPOKANE MUNICIPAL COURT 808 West Spokane Falls Blvd Spokane, WA 99201 USA	808 West Spokane Falls Blvd Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
3159-S			Net 30 days

Description			Qty Shipped	Price	Amount
JustWare API Support	Court		1.000	5,846.000	5,846.00
JusticeWebview Support & Upgrades	Court		1.000	7,307.510	7,307.51
JustWare Support	Court		37.000	775.030	28,676.11
Taxes and Other Fees	Court		1.000	3,639.17	3,639.17
BI Annual Subscription	Annual Subscription		25	120.08	3,002.00
JusWare API Support	Prosecutor/Probation/Public	Defender	2	5,035.67	10,071.34
Justware Support	Prosecutor/Probation/Public	Defender	68	500.35	34,023.80
Taxes and Other Fees	Prosecutor/Probation/Public	Defender	1	4,097.45	4,097.45

04/01/2015-03/31/2016

Subtotal	96,663.38
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	96,663.38

Contact:

Journal TECHNOLOGIES, INC.

SUSTAIN isd New Dawn

CONTRACT TO SPOKANE CITY

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Terms and Conditions

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and **Spokane City** (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.3 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.4 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A ("LICENSE AND MAINTENANCE FEES"), together with all related Documentation.

1.5 **License and Maintenance Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License and Maintenance Fees").

1.6 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.7 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.8 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality and installation, the resolution of error messages, bug fixes and troubleshooting.

1.9 **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation,

viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License and Maintenance Fees and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License and Maintenance Fees.

2.2.1 License Term. The License Term shall commence on the date of Go Live; provided that the License and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License and Maintenance Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of Go Live, and shall thereafter automatically renew for successive one-year periods (the **"License Term"), unless Licensee elects to not renew the License Term upon written notice to** Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License and Maintenance Fees. Licensee shall make payment of the License and Maintenance Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License

and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. Annual License and Maintenance Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License and Maintenance Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

2.2.4 E-Commerce Functionality Fees. If JusticeWeb is included in the Licensed Software and the e-commerce functionality of JusticeWeb is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect JusticeWeb with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time. Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensor to provided hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit C ("HOSTED SERVICES") and to the payment of the requisite hosting fees set forth in Exhibit A. Notwithstanding the foregoing, Licensor shall not provide hosted services unless included in the proposal attached to Exhibit A, or Licensee and Licensor have entered into a separate written agreement for such services.

3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License and Maintenance Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed

Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for JustWare and JusticeWeb is available by telephone, e-mail, or internet support forum from 7:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for the JustWare API is provided via the API Support Internet Forum. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator. Requests by others are subject to additional fees described in Section 3.4.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit B ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.4 Other Support. JustWare and JusticeWeb Support requested by a User other than a designated Application Administrator and JustWare API telephone support shall be billed to Licensee at an hourly rate (billed in fifteen (15) minute increments), with payment by Licensee due within thirty (30) days after receipt of the invoice from Licensor. The hourly rate is

specified in Exhibit A. In addition, Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License and Maintenance Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including

reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF LICENSE AND MAINTENANCE FEES DUE AND PAYABLE OR ALREADY RECEIVED BY LICENSOR UNDER THIS AGREEMENT.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licensor under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 ("Grant of License"), neither the Licensed Software nor any of the other materials shall be in any way disclosed by Licensee to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of the unauthorized possession of the Licensed Software or any of the other materials, it shall promptly notify Licensor. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information of Licensee, (b) Licensor shall take all necessary steps to protect and ensure the confidentiality of such information, and (c) such information shall not be in any way disclosed by Licensor to any third party, in whole or in part, without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of the unauthorized possession of such information, it shall promptly notify Licensee. Licensor shall also assist Licensee with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensee to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless

the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Licensee to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination

and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, **the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the** termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
843 South 100 West
Logan, Utah 84321
Attention: Chief Operating Officer
Phone: 877-587-8927

and

Munger, Tolles & Olson LLP
355 South Grand Avenue, 36th Floor
Los Angeles, CA 90071
Attention: Brett Rodda
Phone: 213-683-9161

To Licensee: Name
Address
Attention
Phone

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement

without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, **merger, sale of substantially all of a party's assets and the like, even though including this** Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within **thirty (30) days of the indemnified party's receipt of any claim for which indemnification** is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.9 Press release. Contractor shall be permitted to issue a press release announcing the execution of this Agreement and describing the products and services to be provided, but without disclosure of the expected number of users or any of the financial terms of this Agreement.

Contract Signing

Spokane Municipal Prosecutors, Probation and Public Defender Authorized Signature, Title and Date

Approved as to form:

Assistant City Attorney

Journal Technologies Authorized Signature, Title and Date

Exhibit A: Pricing Proposal

Spokane Municipal Prosecutors, Probation and Public Defender 1100 W. Mallon Spokane WA, 99260	**Invoice Number:** 0000001833R **Proposal Creation Date:** March 16, 2015 **Proposal Expiration Date:** June 30, 2015

Support & Subscription Fees		**Price**	**Total**
37 named user license	JustWare Support and Upgrades Muni Court	$775.03	$28,676.11
68 named user license	JustWare Support and Upgrades Pros/Def	$500.35	$34,023.80
1 annual fee	Taxes and Other Fees Pros/Def	$4,097.45	$4,097.45
1 annual fee	Taxes and Other Fees Muni Court	$3,639.17	$3,639.17
25 hours	Business Intelligence Annual Subscription	$120.08	$3,002.00
1 named user license	JusticeWebView support and upgrades Muni Court	$7,307.51	$7,307.51
1 named user license	JustWare API annual support & upgrades Muni Court	$5,846.00	$5,846.00
2 named user license	JustWare API annual support & upgrades Pros/Def	$5,035.67	$10,071.34

Total Support & Subscription Fees: $96,663.38

Total Proposal Cost: $96,663.38

Exhibit B: Contract Signing Invoice

Remit Payment To:

Journal Technologies, Inc
843 South 100 West
Logan, Utah 84321
1.877.587.8927

Bill To:	
Spokane Municipal Prosecutors, Probation and Public Defender 1100 W. Mallon Public Safety Building, 2nd Floor Spokane, WA 99260	**Invoice Number:** 0000001833R **Invoice Date:** March 16, 2015 **Terms:** Due on Receipt **Account Executive:** Jeremy Gledhill

Municipal Court Item	**Total**
Municipal Court JustWare Support 04/01/2015-03/31/2016	$28,676.11
Municipal Court JusticeWebView Support 04/01/2015-03/31/2016	$7,307.51
Municipal Court API Support 04/01/2015-03/31/2016	$5,846.00
Municipal Court Tax 8.70% 04/01/2015-03/31/2016	$3,639.17
Municipal Court Amount	**$45,468.79**
Prosecutor/Defender/Probation Item	**Total**
Prosecutor/Defender/Probation JustWare Support 04/01/2015-03/31/2016	$34,023.80
Prosecutor/Defender/Probation API Support 04/01/2015-03/31/2016	$10,071.34
Prosecutor/Defender/Probation Tax 8.70% 04/01/2015-03/31/2016	$4,097.45
Municipal Prosecutor, Defender, Probation Amount	**$48,192.59**
Court/Prosecutor/Defender/Probation BI Hours 04/01/2015-03/31/2016	$3,002.00
Total Amount	**$96,663.38**

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/16/2015
		Clerk's File #	PRO 2012-0040
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2012066
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - SET FINAL ASSESSMENT ROLL HEARING - LIBERTY AVENUE / ASH PLACE		

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for May 19, 2015 at 1:30 p.m. for Liberty Avenue from Oak Street to Ash Place: Ash Place from Dalton Avenue to Liberty Avenue.

Summary (Background)

See Attached

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mmyers@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		areid@spokanecity.org	
		creed@spokanecity.org	
		rriedinger@spokanecity.org	

BACKGROUND: (Continued)

Completed Contract Price	$ 291,161.64
Sales Tax	11,285.99
Engineering Costs	73,764.16
City Clerk	256.59
City Treasurer	1,460.00
Accounting	2,891.79
Interest on Contract Payments	17,353.46
Bonds	367.50
Attorney's Fee	3,643.65
Tree Related	597.27
Easement	180.00
Relocate Light Pole	2,584.74
Geotech Analysis	7,405.39
Water Related	12,358.10
Total Project Cost	$ 425,310.28
Supplemental Funding:	
Community Development Block Grant	8,204.29
Water Construction Funds	4,627.50
DIFER % AMT W/THE ST BOND 04	37,543.91
Street Bond 2004	132,024.26
Net Project Cost after Supplemental Funding	$ 242,910.32

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on August 15, 2015, and the bond issue date for September 15, 2015. The contract was awarded to L & L Cargile, Inc., and started September 13, 2013 and completed May 9, 2014. Ordinance No. C-34921 ordered this improvement on October 8, 2012.

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
**** FINAL ASSESSMENT ROLL ****

PBWK FILE	PROJECT DESCRIPTION
2012066 LID	STREET IMPROVEMENTS IN LIBERTY AVENUE FROM OAK STREET TO ASH PLACE; ASH PLAE FROM DALTON AVENUE TO LIBERTY AVENUE

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE	
2012066 LID	STREET IMPROVEMENTS IN LIBERTY AVENUE FROM OAK STREET TO ASH PLACE; ASH PLACE FROM DALTON AVENUE TO LIBERTY AVENUE	PAVING WATER	SEWER STORM
	CONTRACT VALUE (less tax) ..... $	291,161.64	
	PROJECT SALES TAX ..... $	11,285.99	
	LIQUIDATED DAMAGES ..... ($	.00)	
	AMOUNT OF FINAL ACCEPTANCE ..... $	302,447.63	
	DESIGN AND INSPECT EXPENSE ..... $	73,764.16	
	CITY CLERK EXPENSE ..... $	256.59	
	TREASURER EXPENSE ..... $	1,460.00	
	ACCOUNTING EXPENSE ..... $	2,891.79	
	INTEREST EXPENSE ..... $	17,353.46	
	BONDS EXPENSE ..... $	367.50	
	LEGAL EXPENSE ..... $	3,643.65	
	TREE RELATED ..... $	597.27	
	EASEMENT ..... $	180.00	
	RELOCATE LIGHTPOLE ..... $	2,584.74	
	GEOTECH ANALYSIS ..... $	7,405.39	
	WATER RELATED ..... $	12,358.10	
	TOTAL PROJECT COST ..... $	425,310.28	
	COMMUNITY DEVELOPMENT BLOCK GRANT ... $	8,204.29	
	WATER CONSTRUCTION FUNDS ..... $	4,627.50	
	DIFER % AMT W/THE ST BOND 04 ..... $	37,543.91	
	STREET BOND 2004 ..... $	132,024.26	
	TOTAL NET PROJECT ASSESSMENT ..... $	242,910.32	

PBWK FILE	PROJECT DESCRIPTION
2012066 LID	STREET IMPROVEMENTS IN LIBERTY AVENUE FROM OAKSTREET TO ASH PLACE; ASH PLACE FROM DALTON AVENUE TO LIBERTY AVENUE

1 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2007 / 25014.2007	SPRING HILL ADDITION ALL BLK 20 INC ALL VAC ALLEYS	W 1725 COURTLAND AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
FIRST FREE METHODIST CHURCH	FIRST FREE METHODIST CHURCH	34,490.83			35,503.11
W 1725 COURTLAND AVE	W 1725 COURTLAND AVE		CONCRETE DRIVEWAY	215.15	
SPOKANE WA 99205-2612USA	SPOKANE WA 99205-2612USA		HMA TRANSITION	797.13	

2 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2101 / 25014.2101	SPRING HILL L1 B21	W 1701 LIBERTY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
FERRER, R GEORGE	FERRER ETAL, R G	9,243.01			20,388.38
1210 ALKI UNIT 501 AVE	1210 ALKI UNIT 501 AVE		1 INCH WATER TAP	2,825.47	
SW	SW		4 INCH SEWER SERVICE	8,174.12	
SEATTLE WA 98116-4836	SEATTLE WA 98116		CONCRETE DRIVEWAY	145.78	

3 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2102 / 25014.2102	SPRING HILL L2 B21	W 1705 LIBERTY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
FERRER, R GEORGE	FERRER ETAL, R G	6,439.81			17,567.91
1210 ALKI UNIT 501 AVE	1210 ALKI UNIT 501 AVE		1 INCH WATER TAP	2,825.46	
SW	SW		4 INCH SEWER SERVICE	8,174.11	
SEATTLE WA 98116-4836	SEATTLE WA 98116		CONCRETE DRIVEWAY	128.53	

4 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2109 / 25014.2109	SPRING HILL L10 B21	W 1710 DALTON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
HINES, KENNETH C	HINES, KENNETH C	1,894.06			1,894.06
W 3224 RIVERVIEW DR	W 3224 RIVERVIEW DR				
SPOKANE WA 99205-3935USA	SPOKANE WA 99205-3935USA				

5 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2110 / 25014.2110	SPRING HILL L11 B21	W 1706 DALTON AV	N

PBWK FILE	PROJECT DESCRIPTION
2012066 LID	STREET IMPROVEMENTS IN LIBERTY AVENUE FROM OAKSTREET TO ASH PLACE; ASH PLACE FROM DALTON AVENUE TO LIBERTY AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FERRER, R GEORGE 1210 ALKI UNIT 501 AVE SW SEATTLE WA 98116-4836	FERRER,RAFAEL/SCHMIDT,MARY LOU 1210 ALKI UNIT 501 AVE SW SEATTLE WA 98116	4,924.56		4,924.56

6 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2111 / 25014.2111	SPRING HILL L12 B21	W 1702 DALTON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
FERRER, R GEORGE 1210 ALKI UNIT 501 AVE SW SEATTLE WA 98116-4836	FERRER,RAFAEL/SCHMIDT,MARY LOU 1210 ALKI UNIT 501 AVE SW SEATTLE WA 98116	8,712.68	1 INCH WATER TAP 4 INCH SEWER SERVICE 6 INCH WATER MAIN 8 INCH SEWER MAIN CONCRETE DRIVEWAY	2,614.57 8,174.11 3,616.54 11,350.92 141.30	34,610.12

7 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2112 / 25014.2112	SPRING HILL ADDITION LTS 3 & 4, BLK 21	W 1717 LIBERTY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
DAY, CHIN S W 1717 LIBERTY AVE SPOKANE WA 99205-2588USA	DAY, CHIN S W 1717 LIBERTY AVE SPOKANE WA 99205-2588USA	11,364.36	CONCRETE DRIVEWAY CONCRETE TRANSITION	189.45 230.01	11,783.82

8 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-2113 / 25014.2113	SPRING HILL ADDITION LTS 5 & 6, BLK 21	W 1725 LIBERTY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
KIM, HI BUM & YON AC N 8810 DORSET RD SPOKANE WA 99208-8692	KIM, HI BUM & YON AC N 8810 DORSET RD SPOKANE WA 99208-8692	11,364.36	1 INCH WATER TAP 4 INCH SEWER SERVICE	2,755.15 8,174.11	22,293.62

9 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-4201 / 25014.4201	DRUMHELLER SPRING, PTN OF L2-3 B3: PTN L2 LYG WLY OF LN DR	N 3250 ASH PL	N

PBWK FILE	PROJECT DESCRIPTION
2012066 LID	STREET IMPROVEMENTS IN LIBERTY AVENUE FROM OAKSTREET TO ASH PLACE; ASH PLACE FROM DALTON AVENUE TO LIBERTY AVENUE

N FRM PT 28 FT E OF NW COR TO PT 89.71 FT E OF SW COR; ALL L
3 EXC PTN LYG ELY OF FOLG DESC LN: BEG AT SE COR OF L4; TH
WLY ALG S LN TO PT26 FT W OF SE COR; TH NWLY TO PT IN N LN O
F L3, 54 FT W OF NE COR (SENIOR EXEMPTION 50%- DUPLEX)

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
SATTERFIELD, SHARON L	SATTERFIELD, SHARON L	2,627.12			2,734.77
N 3252 ASH PL	N 3252 ASH PL		CONCRETE DRIVEWAY	40.65	
SPOKANE WA 99205	SPOKANE WA 99205		CONCRETE TRANSITION	67.00	

10 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-4205 / 25014.4205	DRUMHELLER SPRING L7 B3	N 3230 ASH PL	Y

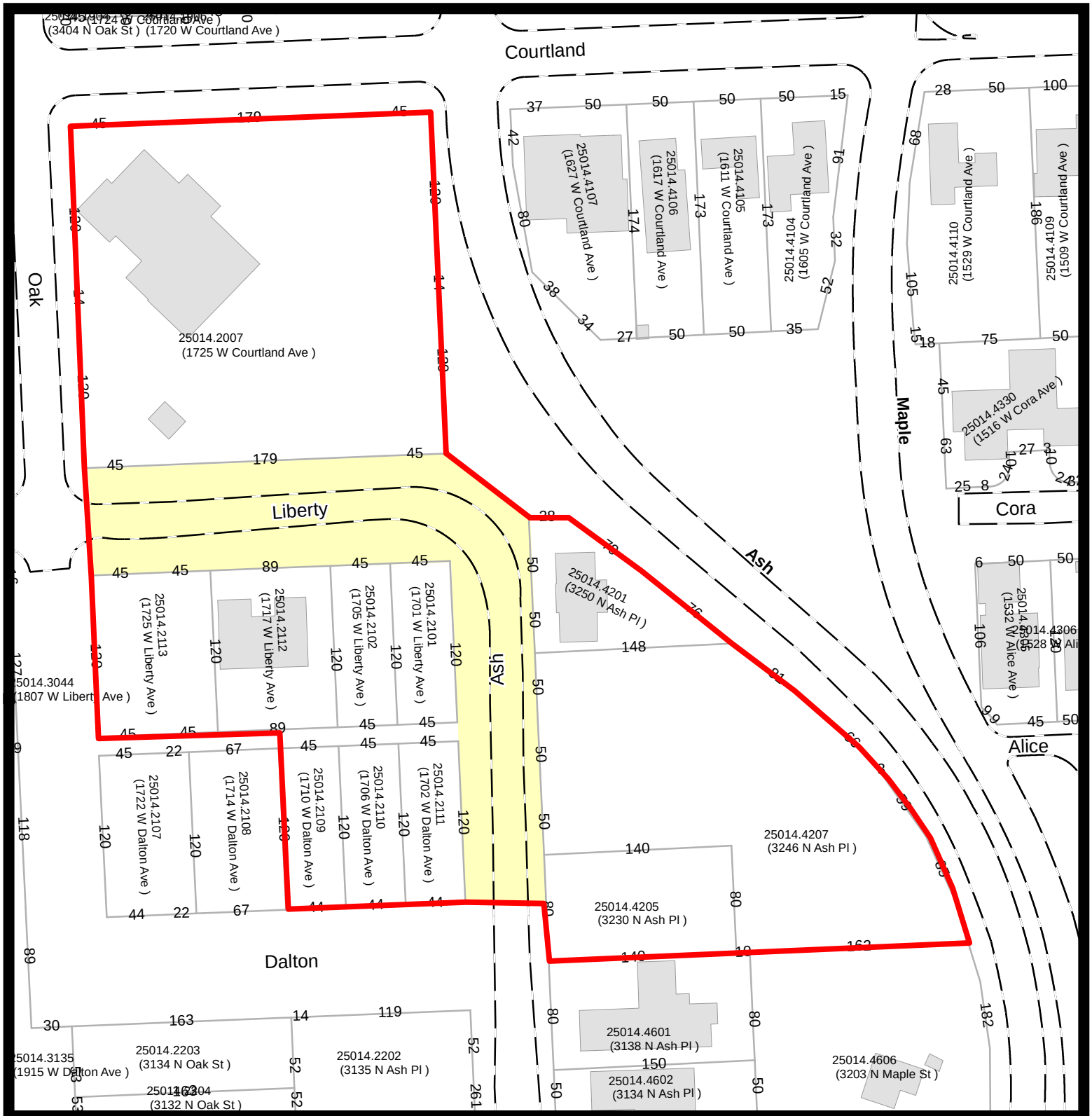
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
KELLY, DAVID K	KELLY, DAVID K	10,438.38			35,794.95
PO BOX 10792	PO BOX 10792		1 INCH WATER TAP	2,052.19	
SPOKANE WA 99209-0792	SPOKANE WA 99209-0792		4 INCH SEWER SERVICE	8,174.11	
			6 INCH WATER MAIN	3,616.54	
			8 INCH SEWER MAIN	11,350.92	
			CONCRETE DRIVEWAY	162.81	

11 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
01524-4207 / 25014.4207	DRUMHELLER SPRING ADDITION LTS 4, 5, 6, 8, 9 & 10 BLK 3 T OGETHER WITH N1/2 VAC DALTON AVE S OF & ADJ TO LT 10 (VAC ORD #C-27577) EXC PTN THEREOF DEEDED FOR ASH ST	N 3242 ASH ST	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
LTI INVESTMENTS, LLC	LTI INVESTMENTS, LLC	20,055.99			55,415.02
S 3936 EASTGATE CT	S 3936 EASTGATE CT		4 INCH WATER TAP	4,265.64	
SPOKANE WA 99203	SPOKANE WA 99203		6 INCH WATER MAIN	3,616.54	
			8 INCH SEWER MAIN	14,188.66	
			CONCRETE DRIVEWAY	146.82	
			PRIVATE SEWER EXT	13,141.37	

PBWK FILE	PROJECT DESCRIPTION
2012066 LID	STREET IMPROVEMENTS IN LIBERTY AVENUE FROM OAKSTREET TO ASH PLACE; ASH PLACE FROM DALTON AVENUE TO LIBERTY AVENUE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
1 INCH WATER TAP	RELATIVE COST	RC
4 INCH WATER TAP	RELATIVE COST	RC
CONCRETE DRIVEWAY	RELATIVE COST	RC
CONCRETE TRANSITION	RELATIVE COST	RC
HMA TRANSITION	RELATIVE COST	RC
6 INCH WATER MAIN	RELATIVE COST	RC
4 INCH SEWER SERVICE	RELATIVE COST	RC
8 INCH SEWER MAIN	RELATIVE COST	RC
PRIVATE SEWER EXT	RELATIVE COST	RC



District Map

Liberty Avenue (Oak St to Ash Pl)
Ash Place (Dalton Ave to Liberty Ave)

Printed by: mmyers
Print date: 5/30/2012

Legend

Street Label - Names

Building

Improvement Area

Existing Road

District Boundary

0 50 100 150 Feet

Geographic Information System

N W E S

CITY OF SPOKANE

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

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/16/2015
		Clerk's File #	PRO 2012-0026
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2012042
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - SET FINAL ASSESSMENT ROLL HEARING - KENDICK AVENUE		

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for May 19, 2015 at 2:30 p.m. for Kendick Avenue from approximately 1,200 feet west of Nine Mile Road to Nine Mile Road.

Summary (Background)

See Attached

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mmyers@spokanecity.org	
Additional Approvals		rriedinger@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		creed@spokanecity.org	
		areid@spokanecity.org	

BACKGROUND: (Continued)

Completed Contract Price	$ 253,897.74
Engineering Costs	54,849.27
City Clerk	256.59
City Treasurer	2,560.00
Accounting	2,427.59
Interest on Contract Payments	7,761.48
Bonds	397.50
Attorney's Fee	3,944.23
Water Related	911.74
Historical Review	3,389.11
Total Project Cost	$ 330,395.25
Supplemental Funding:	
County Contribution	67,446.80
Administrative Adjustments	-131,474.23
Net Project Cost after Supplemental Funding	$ 131,474.22

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on August 15, 2015, and the bond issue date for September 15, 2015. The contract was awarded to N & N Excavation, LLC, and started August 14, 2014 and completed October 1, 2014. Ordinance No. C-34896 ordered this improvement on August 20, 2012.

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
**** FINAL ASSESSMENT ROLL ****

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WEST OF NINE MILE ROAD TO NINE MILE ROAD

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE	
		WATER	PAVING
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WEST OF NINE MILE ROAD TO NINE MILE ROAD		
	CONTRACT VALUE (less tax) ..... $	253,897.74	
	PROJECT SALES TAX ..... $	.00	
	LIQUIDATED DAMAGES ..... ($	.00)	
	AMOUNT OF FINAL ACCEPTANCE ..... $	253,897.71	
	DESIGN AND INSPECT EXPENSE ..... $	54,849.27	
	CITY CLERK EXPENSE ..... $	256.59	
	TREASURER EXPENSE ..... $	2,560.00	
	ACCOUNTING EXPENSE ..... $	2,427.59	
	INTEREST EXPENSE ..... $	7,761.48	
	BONDS EXPENSE ..... $	397.50	
	LEGAL EXPENSE ..... $	3,944.23	
	WATER RELATED ..... $	911.74	
	HISTORICAL REVIEW ..... $	3,389.11	
	TOTAL PROJECT COST ..... $	330,395.25	
	COUNTY CONTRIBUTION ..... $	67,446.80	
	ADMINISTRATIVE ADJUSTMENTS ..... $	-131,474.23	
	TOTAL NET PROJECT ASSESSMENT ..... $	131,474.22	

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WESTOF NINE MILE ROAD TO NINE MILE ROAD

1 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0301 / 26163.0301	NINE MILE MANOR L1 B1	W 7010 KENDICK RD	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
JONES, MARVIN D & PEGGY A W 7010 KENDICK AVE NINE MILE FALLS WA 99026	JONES, MARVIN D & PEGGY A W 7010 KENDICK AVE NINE MILE FALLS WA 99026	12,521.35		12,521.35*

2 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0302 / 26163.0302	NINE MILE MANOR L2 B1	W 7020 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HOEKEMA, KENNETH G W 7020 KENDICK AVE NINE MILE FALLS WA 99026	HOEKEMA, KENNETH G W 7020 KENDICK AVE NINE MILE FALLS WA 99026	12,521.35		12,521.35*

3 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0303 / 26163.0303	NINE MILE MANOR L3 B1	W 7106 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KENNEDY, DAVID J W 7106 KENDICK RD NINE MILE FALLS WA 99026-9202USA	KENNEDY, DAVID J W 7106 KENDICK RD NINE MILE FALLS WA 99026-9202USA	12,521.35		12,521.35*

4 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0304 / 26163.0304	NINE MILE MANOR L4 B1	W 7114 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FAIRBURN, RICHARD B & TANJA K W 7114 KENDICK AVE NINE MILE FALLS WA 99026	FAIRBURN, RICHARD B & TANJA K W 7114 KENDICK AVE NINE MILE FALLS WA 99026	12,521.35		12,521.35*

5 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0305 / 26163.0305	NINE MILE MANOR L5 B1	W 7122 KENDICK AV	Y

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WESTOF NINE MILE ROAD TO NINE MILE ROAD

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MURPHY, RYAN M / JAMES M W 7122 KENDICK AVE NINE MILE FALLS WA 99026	MURPHY, RYAN M / JAMES M W 7122 KENDICK AVE NINE MILE FALLS WA 99026	12,521.35		12,521.35*

6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	16623-0306 / 26163.0306	NINE MILE MANOR L6 B1	W 7204 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
COLLINS, JEFFREY J & MICHELLE W 7204 KENDICK AVE NINE MILE FALLS WA 99026-	COLLINS, JEFFREY J & MICHELLE W 7204 KENDICK AVE NINE MILE FALLS WA 99026-	12,521.35		12,521.35*

7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	16623-0307 / 26163.0307	NINE MILE MANOR L7 B1	W 7210 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BROOKS, SEAN T & SUZANNE M W 7210 KENDRICK NINE MILE FALLS WA 99026	BROOKS, SEAN T & SUZANNE M W 7210 KENDRICK NINE MILE FALLS WA 99026	12,521.35		12,521.35*

8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	16623-0308 / 26163.0308	NINE MILE MANOR L8 B1	W 7218 KENDICK AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MIKKELSEN, MACARTHUR L & EMILY W 7218 KENDICK AVE NINE MILE FALLS WA 99026	MIKKELSEN, MACARTHUR L & EMILY W 7218 KENDICK AVE NINE MILE FALLS WA 99026	12,521.35		12,521.35*

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	16623-0309 / 26163.0309	NINE MILE MANOR L9 B1	W 7310 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
RB WATER ASSOCIATION 4425 LOOKOUT MOUNTAIN LN SPOKANE WA 99208	RB WATER ASSOCIATION 4425 LOOKOUT MOUNTAIN LN SPOKANE WA 99208	12,521.35		12,521.35*

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WESTOF NINE MILE ROAD TO NINE MILE ROAD

10 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0402 / 26163.0402	NINE MILE MANOR L2 B2	W 7009 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
VIOLETTE, JAY O & CHARLENE M W 2308 BROAD AVE SPOKANE WA 99205-5702USA	VIOLETTE, JAY O & CHARLENE M W 2308 BROAD AVE SPOKANE WA 99205-5702USA	12,521.35		12,521.35*

11 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0404 / 26163.0404	NINE MILE MANOR L4 B2	W 7021 KENDICK AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ANDREWS II, EDWIN L & LOUISE E 1503 WABASH AVE SPOKANE WA 99207 USA	ANDREWS, EDWIN L II & LOUISE C E 1503 WABASH AVE SPOKANE WA 99207-	12,521.35		12,521.35*

12 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0405 / 26163.0405	NINE MILE MANOR L5 B2	W 7107 KENDICK RD	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TALLEY, JESSICA P W 7107 KENDICK RD NINE MILE FALLS WA 99026-9202USA	TALLEY, JESSICA P W 7107 KENDICK RD NINE MILE FALLS WA 99026-9202USA	12,521.36		12,521.36*

13 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0406 / 26163.0406	NINE MILE MANOR L6 B2	W 7115 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRAHAM, WILLIAM G W 7115 KENDICK RD NINE MILE FALLS WA 99026-9202USA	GRAHAM, WILLIAM G W 7115 KENDICK RD NINE MILE FALLS WA 99026-9202USA	12,521.36		12,521.36*

14 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0407 / 26163.0407	NINE MILE MANOR L7 B2	W 7123 KENDICK AV	Y

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WESTOF NINE MILE ROAD TO NINE MILE ROAD

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HEIMBIGNER, JOANNE W 7123 KENDICK AVE NINE MILE FALLS WA 99026-9202USA	HEIMBIGNER, JOANNE W 7123 KENDICK AVE NINE MILE FALLS WA 99026-9202USA	12,521.36		12,521.36*

15 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0408 / 26163.0408	NINE MILE MANOR L8 B2	W 7205 KENDICK AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WETMORE, CHARLES S & PEGGY J W 7205 KENDICK AVE NINE MILE FALLS WA 99026-9234	WETMORE, CHARLES S & PEGGY J W 7205 KENDICK AVE NINE MILE FALLS WA 99026-9234	12,521.36		12,521.36*

16 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0409 / 26163.0409	NINE MILE MANOR L9 B2	W 7211 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FORSYTH, G J & L W 7211 KENDICK RD NINE MILE FALLS WA 99026-9234USA	FORSYTH, G J & L W 7211 KENDICK RD NINE MILE FALLS WA 99026-9234USA	12,521.36		12,521.36*

17 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0410 / 26163.0410	NINE MILE MANOR L10 B2	W 7219 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MCHUGH, M L & L V W 7219 KENDICK RD NINE MILE FALLS WA 99026-9234USA	MCHUGH, M L & L V W 7219 KENDICK RD NINE MILE FALLS WA 99026-9234USA	12,521.36		12,521.36*

18 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0411 / 26163.0411	NINE MILE MANOR L11 B2	W 7303 KENDICK	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TIBBITTS, ROSE M & THORNE S W 7303 KENDICK AVE NINE MILE FALLS WA 99026	TIBBITTS, ROSE M & THORNE S W 7303 KENDICK AVE NINE MILE FALLS WA 99026	12,521.36		12,521.36*

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WESTOF NINE MILE ROAD TO NINE MILE ROAD

19 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0412 / 26163.0412	NINE MILE MANOR L12 B2	W 7313 KENDICK	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CLARK, D MEL W 7312 KENDICK RD NINE MILE FALLS WA 99026-9252USA	CLARK, D MEL W 7312 KENDICK RD NINE MILE FALLS WA 99026-9252USA	12,521.36		12,521.36*

20 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0413 / 26163.0413	NINE MILE MANOR: LOT 1 BLOCK 2; TOGETHER WITH A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16-26-42, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S OUTHEAST CORNER OFLOT 1 OF BLOCK 2 OF NINE MILE MANOR; THENC E S 896|38'14" W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTAN E OF 191.82 FEET; THENCE S 136|25'28" E A DISTANCE OF 40.64 EET; THENCE N 776|24'26" E A DISTANCEOF 186.88 FEET TO THE T UE POINT OF BEGINNING.	W 7003 KENDICK AV	Y

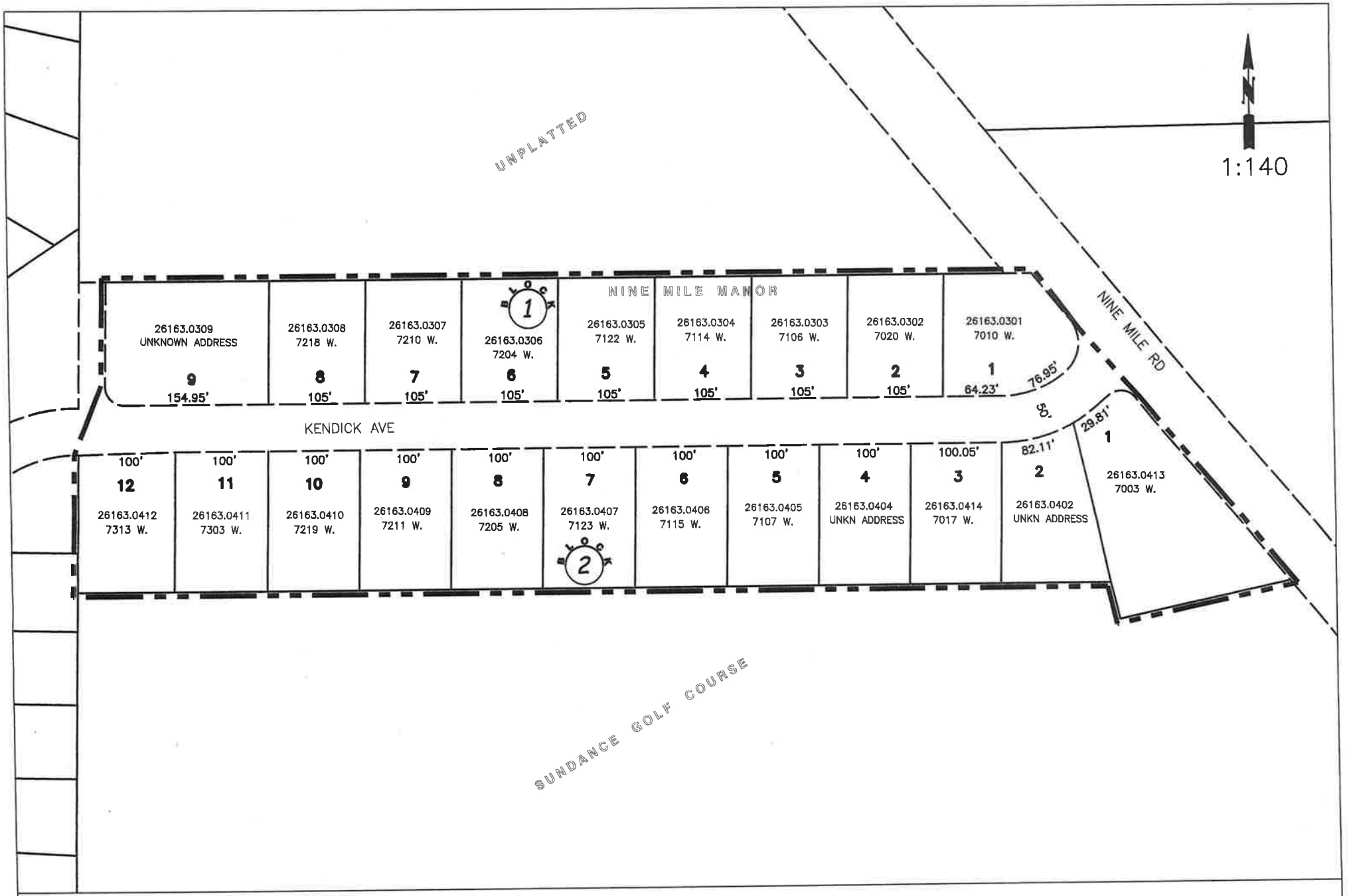
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
OSTLIE, GREG R & PEGGY D W 7003 KENDICK RD NINE MILE FALLS WA 99026-9202USA	OSTLIE, GREG R & PEGGY D W 7003 KENDICK RD NINE MILE FALLS WA 99026-9202USA	12,521.36		12,521.36*

21 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
16623-0414 / 26163.0414	NINE MILE MANOR LT 3 BLK 2	W 7017 KENDICK AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PRICE, GILBERT L & SHELLY K W 7017 KENDICK RD NINE MILE FALLS WA 99026-9202USA	PRICE, GILBERT L & SHELLY K W 7017 KENDICK RD NINE MILE FALLS WA 99026-9202USA	12,521.36		12,521.36*

PBWK FILE	PROJECT DESCRIPTION
2012042 LID	KENDICK AVENUE FROM APPROXIMATELY 1200 FEET WESTOF NINE MILE ROAD TO NINE MILE ROAD

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	RELATIVE SCALER	RS



DISTRICT MAP

PROJECT # 2012042, Kendick Ave from Approx 1200' West of Nine Mile Rd to Nine Mile Rd

Prep. by M.B.M.

Plotted: May 18, 2012

*LOT DIMENSIONS AS SHOWN ON PLAT MAP

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/16/2015
		Clerk's File #	PRO 2013-0018
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2013080
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - SET FINAL ASSESSMENT ROLL HEARING - ALLEY BETWEEN PRINCETON & HEROY		

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for May 19, 2015 at 3:30 p.m. for Alley between Princeton Avenue and Heroy Avenue from Addison Street to Standard Street.

Summary (Background)

See Attached

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mmyers@spokanecity.org	
Additional Approvals		areid@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		creed@spokanecity.org	
		mhughes@spokanecity.org	
		rriedinger@spokanecity.org	

BACKGROUND: (Continued)

Completed Contract Price	$ 50,724.00
Engineering Costs	18,330.33
City Clerk	256.59
City Treasurer	2,450.00
Accounting	484.99
Interest on Contract Payments	1,910.71
Bonds	120.00
Attorney's Fee	1,131.12
Total Project Cost	$ 75,407.74

Net Project Cost after Supplemental Funding	$ 75,407.74

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on August 15, 2015, and the bond issue date for September 15, 2015. The contract was awarded to Shamrock Paving Company, and started June 10, 2014 and completed November 5, 2014. Ordinance No. C-35042 ordered this improvement on September 30, 2013.

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUE FROM ADDISON STREET TO STANDARD STREET	ALLEY PAVE

CONTRACT VALUE (less tax).....$	50,724.00
PROJECT SALES TAX.....$	.00
LIQUIDATED DAMAGES.....($	.00)
AMOUNT OF FINAL ACCEPTANCE.....$	50,724.00
DESIGN AND INSPECT EXPENSE.....$	18,330.33
CITY CLERK EXPENSE.....$	256.59
TREASURER EXPENSE.....$	2,450.00
ACCOUNTING EXPENSE.....$	484.99
INTEREST EXPENSE.....$	1,910.71
BONDS EXPENSE.....$	120.00
LEGAL EXPENSE.....$	1,131.12
TOTAL PROJECT COST.....$	75,407.74
TOTAL NET PROJECT ASSESSMENT.....$	75,407.74

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

1

PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0901 / 35052.0901	LIDGERWOOD PK E50FT OF N1/2 B21	E 558 PRINCETON AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
RAYMOND, PAUL & MARCIA S E 558 PRINCETON AVE SPOKANE WA 99207-1565USA	RAYMOND, PAUL & MARCIA S E 558 PRINCETON AVE SPOKANE WA 99207-1565USA	3,427.62		3,427.62

2

PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0902 / 35052.0902	LIDGERWOOD PK W50FT OF E100FT OF N1/2 B21	E 554 PRINCETON AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WHEATLEY, CHRISTINA L E 554 PRINCETON AVE SPOKANE WA 99207	WHEATLEY, CHRISTINA L E 554 PRINCETON AVE SPOKANE WA 99207	3,427.62		3,427.62

3

PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0903 / 35052.0903	LIDGERWOOD PK W50FT OF E150FT OF N1/2 B21	E 548 PRINCETON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
STOREY, SHANNA E 1005 54TH AVE SPOKANE WA 99223-6301USA	CHRISTENSEN, S D E 1005 54TH AVE SPOKANE WA 99223	3,427.62		3,427.62

4

PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0904 / 35052.0904	LIDGERWOOD PK W50FT OF E200FT OF N1/2 B21	E 544 PRINCETON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BERUBE, JAMES A & ANN M PO BOX 662 SPOKANE VALLEY WA 99037	BERUBE, JAMES A & ANN M PO BOX 662 SPOKANE VALLEY WA 99037	3,427.62		3,427.62

5

PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0905 / 35052.0905	LIDGERWOOD PK W50FT OF E250FT OF N1/2 B21	E 538 PRINCETON AV	Y

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WORMELL, BARRETT L & DOROTHY J E 538 PRINCETON AVE SPOKANE WA 99207	WORMELL, BARRETT L & DOROTHY J E 538 PRINCETON AVE SPOKANE WA 99207	3,427.62		3,427.62

6 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0906 / 35052.0906	LIDGERWOOD PK W50FT OF E300FT OF N1/2 B21	E 532 PRINCETON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MARTIN, STEVE R E 532 PRINCETON AVE SPOKANE WA 99207	MARTIN, STEVE R E 532 PRINCETON AVE SPOKANE WA 99207	3,427.62		3,427.62

7 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0907 / 35052.0907	LIDGERWOOD PK E100FT OF W300FT OF N1/2 B21	E 524 PRINCETON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MORLEY, PATRICK E 8006 VALLEYWAY AVE SPOKANE VALLEY WA 99212-2858	MORLEY, PATRICK E 8006 VALLEYWAY AVE SPOKANE VALLEY WA 99212-2858	6,855.24		6,855.24

8 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0908 / 35052.0908	LIDGERWOOD PK E50FT OF W200FT OF N1/2 B21	E 518 PRINCETON AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BERTRAM, TONI C N 7007 WISCOMB APT 1207 ST SPOKANE WA 99208-5476	BERTRAM, TONI C N 7007 WISCOMB APT 1207 ST SPOKANE WA 99208-5476	3,427.62		3,427.62

9 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0909 / 35052.0909	LIDGERWOOD PK E55FT OF W150FT OF N1/2 B21	E 514 PRINCETON AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LENG, SAVON E 514 PRINCETON AVE SPOKANE WA 99207-1565USA	SECRETARY OF HOUSING & URBAN 4400 WILL ROGERS STE 300 OKLAHOMA CITY OK 73108	3,427.62		3,427.62

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

10 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0910 / 35052.0910	LIDGERWOOD PK E45FT OF W95FT OF N1/2 B21	E 508 PRINCETON AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WEINSTOCK, JAMES G & LOIS M E 10805 20TH AVE SPOKANE VALLEY WA 99206	WEINSTOCK, JAMES G & LOIS M E 10805 20TH AVE SPOKANE VALLEY WA 99206	3,427.63		3,427.63

11 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0911 / 35052.0911	LIDGERWOOD PK W50FT OF N1/2 B21	E 504 PRINCETON AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GIEBEL, RITA S E 504 PRINCETON AVE SPOKANE WA 99207-1565USA	GIEBEL, RITA S E 504 PRINCETON AVE SPOKANE WA 99207-1565USA	3,427.63		3,427.63

12 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0912 / 35052.0912	LIDGERWOOD PK W100FT OF S1/2 B21	E 507 HEROY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LAGUNAS, RICHARD L & SHANNON V E 507 HEROY AVE SPOKANE WA 99207	LAGUNAS, RICHARD L & SHANNON V E 507 HEROY AVE SPOKANE WA 99207	.00		.00

13 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0915 / 35052.0915	LIDGERWOOD PK E50FT OF W300FT OF S1/2 B21	E 527 HEROY AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FELDHUSEN, GREG & MARY KAY W 3424 DALKE AVE SPOKANE WA 99205-7410USA	FELDHUSEN, GREG & MARY KAY W 3424 DALKE AVE SPOKANE WA 99205-7410USA	3,427.63		3,427.63

14 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0916 / 35052.0916	LIDGERWOOD PK W50FT OF E300FT OF S1/2 B21	E 533 HEROY AV	Y

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PENMAN FAMILY LIVING TRUST E 533 HEROY AVE SPOKANE WA 99207-1535USA	PENMAN FAMILY LIVING TRUST E 533 HEROY AVE SPOKANE WA 99207-1535USA	3,427.63		3,427.63

15 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0917 / 35052.0917	LIDGERWOOD PK W50FT OF E250FT OF S1/2 B21	E 539 HEROY AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MCKINLEY, CORY R E 539 HEROY AVE SPOKANE WA 99205	MCKINLEY, CORY R E 539 HEROY AVE SPOKANE WA 99205	3,427.63		3,427.63

16 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0918 / 35052.0918	LIDGERWOOD PK W50FT OF E200FT OF S1/2 B21	E 543 HEROY AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
COWGER, EARNEST E 543 HEROY AVE SPOKANE WA 99207-1535USA	COWGER, EARNEST E 543 HEROY AVE SPOKANE WA 99207-1535USA	3,427.63		3,427.63

17 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0919 / 35052.0919	LIDGERWOOD PK W50FT OF E150FT OF S1/2 B21	E 547 HEROY AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
INGRAM, MICHAEL PO BOX 18331 SPOKANE WA 99228	INGRAM, MICHAEL PO BOX 18331 SPOKANE WA 99228	3,427.63		3,427.63

18 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0920 / 35052.0920	LIDGERWOOD PK W50FT OF E100FT OF S1/2 B21	E 553 HEROY AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
APATANG, DERICK T E 553 HEROY AVE SPOKANE WA 99207	APATANG, DERICK T E 553 HEROY AVE SPOKANE WA 99207	3,427.63		3,427.63

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

19 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0921 / 35052.0921	LIDGERWOOD PK E50FT OF S1/2 B21	E 557 HEROY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HINKLEY, AMANDA M E 557 HEROY AVE SPOKANE WA 99207-1535USA	HINKLEY, AMANDA M E 557 HEROY AVE SPOKANE WA 99207-1535USA	3,427.63		3,427.63

20 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0924 / 35052.0924	LIDGERWOOD PK PT OF B21 E50FT OF W150FT OF S1/2 AND E50F TOF W200FT OF S1/2	E 517 HEROY AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MILLER, GREGORY G W 404 THOMAS MORE WAY SPOKANE WA 99206	MILLER, GREGORY G W 404 THOMAS MORE WAY SPOKANE WA 99206	6,855.24		6,855.24

21 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
05532-0925 / 35052.0925	LIDGERWOOD PARK ADD E50FT OF W250FT OF S1/2 BLK 21	E 521 HEROY AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MARTIN, DAVID W E 521 HEROY AVE SPOKANE WA 99207	MARTIN, DAVID W E 521 HEROY AVE SPOKANE WA 99207	3,427.63		3,427.63

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	FRONTAGE	FR

District Map

Alley between Princeton Ave & Heroy Ave from Addison St to Standard St

Printed by: mmyers
Print date: 3/19/2013

Legend

- Building
- Parcel Edge
- District Boundary
- Improvement Area

Nevada \ Lidgerwood Neighborhood
City Council District 1

0 30 60 90 Feet

Geographic Information System

N W E S

CITY OF SPOKANE

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

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/16/2015
		Clerk's File #	OPR 2013-0213
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	OPR 2013-0213
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	3902-13
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4320-ALUMINUM SULFATE CONTRACT EXTEND W/KEMIRA		

Agenda Wording

Extension #2 to contract with Kemira Water Solutions (Spokane, WA) for an estimated 5,000 tons of Aluminum Sulfate for use at the Riverside Park Water Reclamation Facility for phosphorus removal. Estimated cost is $1,250,050 +/- including sales tax.

Summary (Background)

On February 25, 2013, sealed bids were opened to supply the RPWRF w/liquid Aluminum Sulfate used for phosphorus removal from the plant's effluent. Kemira Water Solutions submitted the low bid out of 4 bids received at $223/dry ton. Kemira has agreed to extend the contract with a 3.14% price increase. This will be a one-year extension from April 1, 2014 through March 31, 2015 with the option for 2 one-year renewals remaining (5 year maximum). Total cost could be more or less depending on usage.

Fiscal Impact		Budget Account
Expense	$ 1,250,050.00	# 4320-43210-35148-53203
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ARNOLD, DALE	**Study Session**	
Division Director	ROMERO, RICK	**Other**	Public Works 3/09/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		hbarnhart@spokanecity.org	
Purchasing	WAHL, CONNIE	kwsna.bids@kemira.com	
		marc.bercaw@kemira.com	
		sjohnson@spokanecity.org	
		cwahl@spokanecity.org	

City Clerk's No. 2013-0213

CONTRACT EXTENSION 2

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and KEMIRA WATER SOLUTIONS, INC. whose address is 3211 Clinton Parkway Court, Lawrence, Kansas 66047, as "Vendor".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide ALUMINUM SULFATE to the City; and

WHEREAS, the original contract allows for four (4) additional one (1) year periods, subject to mutual written agreement of both parties; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated April 8, 2013 and April 12, 2013, 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. EXTENSION. The contract documents shall be extended beginning April 1, 2015 and shall run through March 31, 2016.

3. COMPENSATION. The City shall pay TWO HUNDRED THIRTY AND NO/100 DOLLARS ($230.00) per dry ton for everything furnished and done under this Contract Extension.

Dated: _____ CITY OF SPOKANE

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: _____

KEMIRA WATER SOLUTIONS, INC.

E-Mail address, if available:
_____

By: _____

Title: _____

15-071

Briefing Paper

Public Works Committee

Wastewater Management Department

March 9, 2015

Subject

Award of a one year Extension of Contract #OPR2013-0213 (Bid #3902-13) liquid Aluminum Sulfate with Kemira Water Solutions, Inc. (of Spokane, WA) for approximately 5,000 dry tons of liquid Aluminum Sulfate "alum" at $230/dry ton. Cost is approximately $1,250,050 more or less including sales tax.

Background

Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility (RPWRF) discharged to the Spokane River. RPWRF is required to chemically remove Phosphorus from its effluent flow during the algae growing season in Lake Spokane.

The original request for bids was sent to 42 companies with four responses and two 'no bid' responses. The following bids were submitted, and the contract awarded to Kemira Water Solutions.

Kemira Water Solutions, Inc.	$223 /dry ton
Thatcher Company of Montana	$228.90/dry ton
Rhodia Inc.	$418.50/dry ton
General Chemical	$435 /dry ton

The Kemira contract includes an option for four annual extensions, and the period of April 1, 2015 to March 31, 2016 would constitute the second exercise of the extension option.

Impact

This purchase allows the RPWRF to continue to chemically remove Phosphorus from its effluent prior to discharge to the Spokane River as required by its permit at a 3.14% increase in cost.

Action

Recommend approval

Funding

The Wastewater Management Department has allocated an adequate amount in its chemical budget to cover the cost of this contract. Revenue is from sewer rates.

For more information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org

kemira

Where water
meets chemistry ™

February 12, 2015

Samantha Johnson
Buyer
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA. 99201-3316

RE: Bid Number: #3902-13

Dear Samantha,

Thank you for allowing us to extend our current contract under the same terms and conditions as Bid # 3902-13.

Due to raw material costs, Kemira proposes a price of $230/dry ton delivered effective 04/01/15 through 03/31/16.

If you should have any questions regarding this quoation please contact me at 408-402-1396.

Thank you for the business.

Sincerely,

Marc Barcaw
Senior Account Manager
Kemira Water Solutions, Inc.

Kemira Oyj
P.O.Box 330 (Porkkalankatu 3)
FI-00101 Helsinki
Finland
www.kemira.com

Europe, Middle-East and Africa
Tel +358 10 8611
North America
Tel +1 770 436 1542

South America
Tel +55 11 2189 4900
Asia-Pacific
Tel +86 21 6037 5999

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/17/2015
		Clerk's File #	OPR 2015-0245
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15323
Agenda Item Name	5900 - CONTRACT FOR THE INTERMODAL POLICE PRECINCT		

Agenda Wording

This is to inform Council that we are ready to proceed with the construction of the Intermodal Police Precinct and Greyhound office space, and we are requesting approval to contract with the low bidder for the project. The contractor is D.R Scott

Summary (Background)

This precinct is the second Police precinct to be developed in Spokane. The precinct is to be located on the first floor of the Intermodal Building and will take over the space currently being occupied by Greyhound on the first floor. Greyhound is relocating to the second floor of the Intermodal Building. The construction is scheduled to begin the 2nd week of April.

Fiscal Impact		Budget Account
Expense	$ 147,832.00	# 5901 79201 95300 56203 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SIMMONS, SCOTT M.	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		jknight@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Construction LLC for the amount of $147,832.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

OPR 2015-0245: Contract not available at time of packet creation, it will be ready by the time of Council’s action on March 30, 2015.

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/19/2015
		Clerk's File #	OPR 2015-0247
		Renews #	
Submitting Dept	GRANTS MGMT & FINANCIAL ASST	Cross Ref #	
Contact Name/Phone	JENNIFER STAPLETON 625-6091	Project #	
Contact E-Mail	JSTAPLETON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0680 - WATPA GRANT APPLICATION		

Agenda Wording

Approval from City Council to apply for the WATPA grant FY2015-2017.Expected grant funds - $350,000.00.

Summary (Background)

In 2008 the Spokane Department in cooperation with the Spokane County Sherriff's office and the Washington State Patrol Spokane office received a $330,000.00 grant from WATPA. These funds were used to hire an SPD auto theft detective, a crime analyst for the Sheriff's office, and to buy automated license plate reader. The current WATPA grant is for $343,055.08. It expires on 06/30/2015. Grant funds will be used to support an SPD detective position, a County crime analyst position and for PSAs.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STAPLETON, JENNIFER	**Study Session**	03/16/2015
Division Director	COOLEY, GAVIN	**Other**	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	jstapleton	
For the Mayor	SANDERS, THERESA	kwatkins	
Additional Approvals		ewade	
Purchasing		slynds	
		achirowamangu	

Briefing Paper
City of Spokane
AUTO Theft Prevention Authority Grant
March 16th, 2015

Subject
Application for the Washington Auto Theft Prevention Authority (WATPA) Grant – Expected grant funds of $350,000.00.

Background
In 2008 the Spokane Department in cooperation with the Spokane County Sherriff's office and the Washington State Patrol Spokane office received a $330,000.00 grant from WATPA. These funds were used to hire an SPD auto theft detective, a crime analyst for the Sheriff's office, and automated license plate readers.

WATPA receives its funding through an assessment of the funds received from traffic violations. Through legislation enacted last in 2009, $10 from each traffic infraction written by law enforcement goes to the auto theft prevention authority for the purpose of reducing auto theft throughout the State of Washington.

The current WATPA grant for the July 1, 2013 – June 30, 2015 biennium was approved for $ 364,826.00. A budget revision in fall of 2014 dropped the award to $343,055.08. The current award expires on 06/30/2015.

SPD would like to apply for new funding beginning for the July 1, 2015 - June 30, 2017 biennium.

Funding
SPD is the administrator of the WATPA grant. The department intends to use most of the funding for personnel, $10,000 for PSA as part of auto theft prevention and $5,000.00 for travel/training. Spokane County intends to use WATPA funds for a crime analyst position.

Impact
The police detective position has a direct impact on auto theft in our community and region. Currently this detective works closely with his counterparts in both the Sheriff's Office and the Washington State Patrol.

Action

We respectfully request the City of Spokane gives its approval for SPD to apply for the WATPA grant FY2015-2017.

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/19/2015
		Clerk's File #	OPR 2015-0248
		Renews #	
Submitting Dept	GRANTS MGMT & FINANCIAL ASST	Cross Ref #	
Contact Name/Phone	JENNIFER STAPLETON 625-6091	Project #	
Contact E-Mail	JSTAPLETON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0680-SAFETY & JUSTICE CHALLANGE GRANT		

Agenda Wording

Approval to support Spokane County's application for grant funding from the MacArthur Foundation. SPD will be the sub-recipient of the grant with the County managing the grant.

Summary (Background)

Spokane County with the support of community partners would like to apply for "Safety & Justice Challenge" grant funding from the MacArthur Foundation. The City Prosecutor, the City Public Defender, the Police Chief and the presiding municipal court judge have already written letters of support for this endeavor. If awarded, funding will be used to address the community's over-reliance on local jails that often lead to the "warehousing" of low-risk individuals who are too poor/sick to post bail.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STAPLETON, JENNIFER	**Study Session**	03/16/2015
Division Director	COOLEY, GAVIN	**Other**	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	jstapleton	
For the Mayor	SANDERS, THERESA	kwatkins	
Additional Approvals		slynds	
Purchasing		achirowamangu	
		ewade	

Briefing Paper
City of Spokane
Safety and Justice Challenge Grant
March 16th, 2015

Subject

The Spokane County Law and Justice Council voted to approve Spokane County Detention Services seeking a grant from the MacArthur Foundation. The Spokane Police Department would be a partner in planning this initiative.

Background

The MacArthur Foundation announced an initial five-year, $75 million investment that seeks to reduce over-incarceration by changing the way America thinks about and uses jails. The Safety and Justice Challenge will support cities and counties across the country seeking to create fairer, more effective local justice systems that improve public safety, save taxpayer money, and lead to better social outcomes.

Spokane County with the support of our community partners would like to apply for "Safety & Justice Challenge" grant funding from the MacArthur Foundation. This funding we believe would further efforts of the Blueprint for Reform and the subsequently created Law & Justice Council by addressing issues related to community incarceration. Should funding be awarded to our community, it would specifically be used to address the community's over-reliance on local jails that often lead to the "warehousing" of low-risk individuals who are too poor to post bail, or are too sick (suffering from mental illness, substance abuse and/or other physical ailments) for existing community resources to manage. As civic stakeholders we are all aware of the imperative to develop a better structured criminal justice process for a more efficient and effective administering of justice, while at the same time addressing the root causes that often lead to the criminal act, such as mental health and/or substance abuse issues.

If Spokane County was awarded funding and its' application made first round selection the community would be provided with $150,000 to support an intensive six-month planning process. At the end of the six month period, the MacArthur Foundation would award funding to ten jurisdictions to implement plans created during the first round. The funding for the second round to each site would range anywhere from $500,000 to $2 million annually over a two year period, with an option to extend if substantial progress is made.

The City Prosecutor, the City Public Defender, the Police Chief and the presiding municipal court judge have already written letters of support for this endeavor.

For Spokane County's application to be competitively considered, we need the help and support of our community partners. An effective planning process around the appropriate use of jail requires meaningful participation from a cross-section of local leadership. The involvement of Spokane Police Department is critical to the success of this project. This involvement during the first phase of the grant is planning and training:

Funding

If Spokane County is awarded this grant, funds may be distributed to SPD personnel to attend training in Washington, DC later this year. If the subsequent grant is awarded personnel may be hired to work directly with City of Spokane personnel throughout the justice system. Our planning phase over the next several months would determine what that would look like.

Impact

There are nearly 12 million local jail admissions every year – almost 20 times the number of prison admissions, and equivalent to the populations of Los Angeles and New York City combined. Nearly 75 percent of the population of both sentenced offenders and pretrial detainees are in jail for nonviolent offenses like traffic, property, drug, or public order violations. From 1982 to 2011, cumulative expenditures related to building and running jails increased nearly 235 percent. Local jurisdictions now spend $22.2 billion annually on correctional institutions.

Action

We respectfully request the City of Spokane gives its approval for SPD to partner with Spokane County for the MacArthur Foundation grant FY2015.

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/11/2015
		Clerk's File #	CPR 1981-0043
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6250	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 REAPPOINTMENT OF KATHY SEWHLA TO THE SPOKANE ARTS		

Agenda Wording

Reappointment of Kathy Swehla to the Spokane Arts Commission for a three year term, from January 1, 2015 - December 31, 2017.

Summary (Background)

Reappointment of Kathy Swehla to the Spokane Arts Commission for a three year term, from January 1, 2015 - December 31, 2017.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		Distribution List	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/11/2015
		Clerk's File #	CPR 1981-0043
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6250	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 APPOINTMENTS TO THE SPOKANE ARTS COMMISSION		

Agenda Wording

Appointment of 6 members to the Spokane Arts Commission, for three year terms from January 1, 2015 - December 31, 2017: Rebekah Wilkins-Pepiton, Rick Eichstaedt, Derrick Oliver, Ginger Ewing, Chase Ogden, and Garrett Daggett.

Summary (Background)

Appointment of 6 members to the Spokane Arts Commission, for three year terms from January 1, 2015 - December 31, 2017: Rebekah Wilkins-Pepiton, Rick Eichstaedt, Derrick Oliver, Ginger Ewing, Chase Ogden, and Garrett Daggett.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		Distribution List	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/11/2015
		Clerk's File #	CPR 1981-0487
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6250	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 REAPPOINTMENT OF JEFF NAVE TO THE SPOKANE HOUSING AUTHORITY		

Agenda Wording

Reappointment of Jeff Nave to a two year term on the Spokane Housing Authority Board, from April 1, 2015 to March 31, 2017.

Summary (Background)

Reappointment of Jeff Nave to a two year term on the Spokane Housing Authority Board, from April 1, 2015 to March 31, 2017.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		Distribution List	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/16/2015
		Clerk's File #	ORD C35245
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	EBO
Agenda Item Name	0320 TEMP/SEASONAL		

Agenda Wording

An ordinance amending Ordinance No. C-35185 and appropriating funds in the General Fund , FROM: Unappropriated Reserves, $31,000; TO: Temp/Seasonal, $28,800 and Social Security, $2200.

Summary (Background)

This Temporary/Seasonal employee will serve as project manager and coordinator of the Targeted Investment Pilot Program.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	**Study Session**	
Division Director		**Other**	Study Session
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO C35245

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage”, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days; - Now, Therefore,

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	$ 31,000
TO:	0650-30210	General Fund	
	58100-08490	Temp/Seasonal Employee	28,800
	11600-52110	Social Security	2,200
			$ 31,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund a Temporary position to coordinate the Targeted Investment Pilot, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/18/2015
		Clerk's File #	RES 2015-0026
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	2005264
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - RESOLUTION FOR STREET VACATION - FRONT AVENUE / ERIE STREET		

Agenda Wording

Resolution setting hearing before City Council for April 27, 2015 for the vacation of a portion of existing right-of-way bordered by Erie Street, Front Avenue and vacated Ivory Street as requested by the City of Spokane.

Summary (Background)

As a part of Phase 2 of the Martin Luther King Jr. Way Project, the City intends to vacate a portion of Front Avenue / Erie Street and exchange it for properties needed for right-of-way to construct the project. Staff represents that City Council set a public hearing on the vacation request.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PCED 3/16/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	edjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		sbishop@spokanecity.org	

RESOLUTION 2015-0026

WHEREAS, as part of the Martin Luther King Jr. Way Project, the City of Spokane will be acquiring property from B-Two, LLC in order to dedicate right-of-way in exchange for vacating portions of existing right-of-way bordered by Erie Street, Front Avenue, and vacated Ivory Street in the City of Spokane; and

WHEREAS, the City of Spokane wishes to initiate by Resolution, the vacation of the above mentioned property per RCW 35.79.010; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

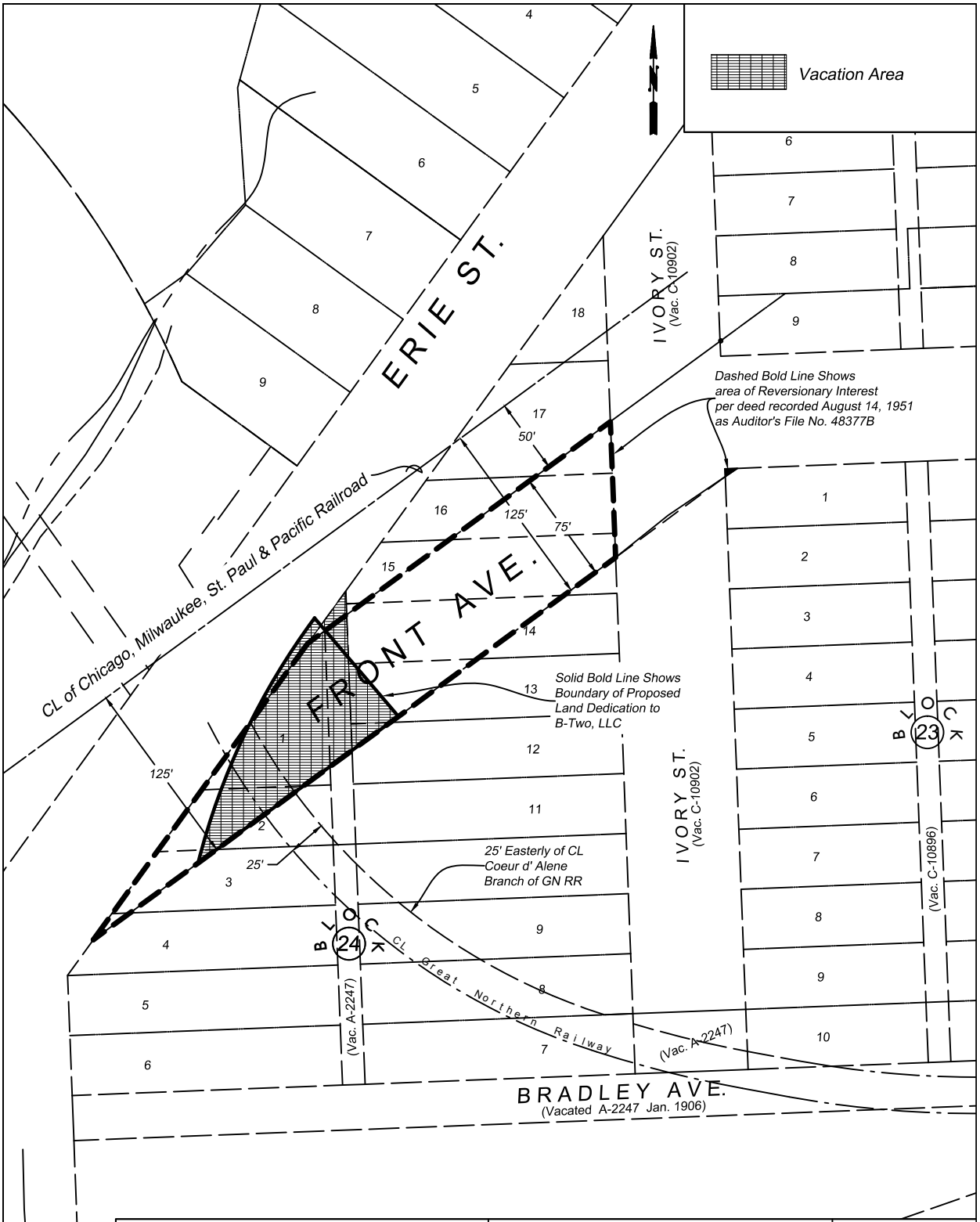
That hearing to vacate portions of existing right-of-way bordered by Erie Street, Front Avenue, and vacated Ivory Street in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **April 27, 2015**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2015.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



FRONT AVENUE STREET VACATION PLAN SPOKANE COUNTY, WASHINGTON PORTIONS OF SE 1/4 SECTION 17, T25N, R43E, WM.	CITY OF SPOKANE ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 625-6700	CITY OF SPOKANE

DISTRIBUTION LIST
VACATION OF FRONT AVENUE / ERIE STREET

POLICE DEPARTMENT
ATTN: SGT JOHN GATELY

FIRE DEPARTMENT
ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING
ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT
ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS
ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS
ATTN: BOB TURNER

PLANNING & DEVELOPMENT
ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT
ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT
ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES
ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD
ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT
ATTN: Scott Windsor

CITY CLERK'S OFFICE
ATTN: JACQUELINE FAUGHT

PUBLIC WORKS
ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES
ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION
ATTN: BRYAN RICHARDSON

CENTURY LINK
ATTN: KAREN STODDARD

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99256-0001

BROWN PROPERTIES, LLC
2205 N WOODRUFF RD
SPOKANE, WA 99206

DISTRIBUTION LIST
VACATION OF FRONT AVENUE / ERIE STREET

UNION GOSPEL MISSION
PO BOX 4066
SPOKANE, WA 99202-0066

SPOKANE FOOD BANK
1230 E FRONT AVE
SPOKANE, WA 99202-2148

RIVER BEND PROPERTY OWNERS
ASSOCIATION
2205 N WOODRUFF RD
SPOKANE, WA 99206

UNION GOSPEL MISSION
PO BOX 4066
SPOKANE, WA 99202

WILLAR CORP
1212 E FRONT AVE
SPOKANE, WA 99202-2148

B-ONE LLC
112 N ERIE ST
SPOKANE, WA 99202

B-TWO, LLC
112 N ERIE ST
SPOKANE, WA 99202

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/6/2015
		Clerk's File #	RES 2015-0027
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - RESOLUTION FOR STREET VACATION - 43RD / 44TH ALLEY		

Agenda Wording

Resolution setting hearing before City Council for April 27, 2015 for the vacation of the alley between Garfield Street and Scott Street, from the south line of 43rd Avenue to the north line of 44th Avenue as requested by Black & Warrick, LLC.

Summary (Background)

A Petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PCED 3/2/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	edjohnson@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		ebrown@spokanecity.org	

RESOLUTION 2015-0027

WHEREAS, on **January 22, 2015** the Spokane City Council received a petition for the vacation of the alley between Scott Street and Garfield Street from the south line of 43rd Avenue to the north line of 44th Avenue in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Scott Street and Garfield Street from the south line of 43rd Avenue to the north line of 44th Avenue, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Scott Street and Garfield Street from the south line of 43rd Avenue to the north line of 44th Avenue in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **April 20th, 2015**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2015.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

P1500183VACA - SITE MAP

Right of Way Description:
The alley between Scott St. and Garfield St., from the south line of 43rd Ave to the north line of 44th Ave.

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

80 40 0 80 160 Feet

AREA

COSGIS
City of Spokane GIS

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/17/2015
		Clerk's File #	RES 2015-0028
		Renews #	
Submitting Dept	FIRE	Cross Ref #	RES 2013-0023
Contact Name/Phone	BOBBY 625-7001	Project #	
Contact E-Mail	BWILLIAMS@SPOKANECITY.ORG	Bid #	SOLE SOURCE
Agenda Item Type	Resolutions	Requisition #	CR 15319
Agenda Item Name	1970 COMMUNITY DETOX SERVICES OF SPOKANE CONTRACT		

Agenda Wording

A resolution declaring Community Detox Services of Spokane 501(c)(3)(Spokane, WA) a sole source and a contract for emergency service van patrol. Not to exceed $200,000 in a two year span.

Summary (Background)

Community Detox Services will be providing transport service to transport publicly intoxicated individuals, with response time criteria, training standards, and future goals for continued integration into the emergency response system, and they are the only local company able and willing to provide this service. Contract term is March 1, 2015 through February 28, 2017.

Fiscal Impact		Budget Account
Expense	$ 200,000.00	# 0020-88100-66000-54201
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	WILLIAMS, BOBBY	**Study Session**	PSC 03/16/2015
Division Director	WILLIAMS, BOBBY	**Other**	
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE	Purchasing: tprince	
For the Mayor	SANDERS, THERESA	Contract Accounting	
Additional Approvals		Fire: bschaeffer, korlob, mdoval, kropley	
Purchasing	PRINCE, THEA	Taxes & Licenses	

RESOLUTION NO. 2015-0028

A resolution declaring Community Detox Services of Spokane, a sole source for emergency service van patrol to transport publicly intoxicated individual(s); and authorizing the City of Spokane Fire Department to enter into a contract for these services.

WHEREAS, the transport van service for publicly intoxicated individual is an essential element to the downtown business core area, and

WHEREAS, Community Detox Services of Spokane will be providing transport service, with response time criteria, training standards and future goals for continued integration into the emergency response system; and

WHEREAS, Community Detox Services of Spokane is the only local company able and willing to provide this service; and

WHEREAS, the cost of the transport service exceeds the 2015 public bid limit of $48,400 for personal services --- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Community Detox Services of Spokane a sole source for emergency service van patrol to transport publicly intoxicated individual(s); and

BE IT FURTHER RESOLVED THAT without further council action the Fire Department is authorized to enter into a two year contract for these services at a cost not to exceed $200,000.00.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City Clerk's No. 2015-0028

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMMUNITY DETOX SERVICES OF SPOKANE, whose address is P.O. Box 2845, Spokane, Washington 99220, as "Detox Services."

The parties agree as follows:

1. PERFORMANCE. Detox Services shall provide EMERGENCY SERVICE VAN PATROL TO TRANSPORT PUBLICLY INTOXICATED INDIVIDUAL(S), to include the following:

A. City. The City leases to Detox Services a van suitable for transport of intoxicated individuals. Front-line vehicles utilized by DETOX in performance of the Agreement shall not be older than five (5) years, from date of manufacture or have more than one hundred seventy five thousand (175,000) miles, whichever comes first. City will provide preventative maintenance at City's schedule.

B. Detox Services.

1) Detox Services shall be responsible for staffing, fuel, and insurance of the van.

2) The van shall be available for response on the following days except for Thanksgiving and Christmas:

Sunday:	11 hours
Monday:	16 hours
Tuesday:	16 hours
Wednesday:	16 hours
Thursday:	16 hours
Friday:	19 hours
Saturday:	11 hours

A sobering slot will be made available for Fire Department use during the extended hours of Friday, Saturday and Sunday.

4) The van will be available for first response in the downtown core seventy-five percent (75%) of the time.

5) The van will respond within two (2) minutes of notification to a Spokane City

Fire/Police call if not committed to another dispatched incident.

5) The van will make sweeps through the downtown core (freeway to the river, Walnut Street to Division Street):

- Five (5) sweeps during the nineteen (19) hour shift
- Four (4) sweeps during the sixteen (16) hour shifts
- Three (3) sweeps during the eleven (11) hour shifts.

6) Detox Services shall respond to administrative requests for information or documents for the City within three (3) business days.

2. CONTRACT TERM. The contract shall be for two (2) years beginning March 1, 2015, and run through February 28, 2017, unless terminated earlier.

3. COMPENSATION.

A. The City shall pay Detox Services EIGHT THOUSAND THREE HUNDRED THIRTY TWO AND NO/100 DOLLARS ($8,332.00) per month for a maximum of NINETY NINE THOUSAND NINE HUNDRED EIGHT FOUR AND NO/100 DOLLARS ($99,984.00) annually, as full compensation for everything furnished and done under this contract. After successful completion of the initial year of this contract, Detox Services annual Compensation amount shall be increased by an amalgamated amount of the combined Consumer Price Indices (CPI) - CPI-U and CPI-W. For the last number of years this amount has consistently been calculated at between one percent (1%) and four percent (4%) increases.

B. Detox Services shall pay the City ONE AND NO/100 DOLLAR ($1.00) for lease of the van during the contract term.

4. PAYMENT. Detox Services shall send its application for payment to the Spokane Fire Station No.1, Accounting Division, 44 West Riverside Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of Detox Services' application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. The City may terminate this contract for cause by ten (10) days written notice to Detox Services. Either party may terminate this contract for any reason by sixty (60) days written notice to the other party. In the event of contract termination, the City shall pay Detox Services for all work previously authorized and performed prior to the termination date.

10. INDEMNIFICATION. Detox Services shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent act or omission or breach of this contract by Detox Services, its officers, employees and subcontractors in connection with the performance of the contract, except to the extent of those claims arising from the concurrent negligence of the City, its officers and employees.

11. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

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

13. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. Detox Services shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If Detox Services does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

14. INSURANCE. During the term of the contract, Detox Services shall maintain in force at its own expense, each insurance coverage noted below:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to Detox Services' services to be provided under this contract; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from Detox Services or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, Detox Services shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Detox Services shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. AUDIT / RECORDS. Detox Services and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. Detox Services and its subcontractors shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the

contract, the federal law shall prevail.

Dated: _____

CITY OF SPOKANE

By: Brian Schaller
Title: Assistant Chief

Attest: _____
City Clerk

Dated: _____

COMMUNITY DETOX SERVICES OF SPOKANE

E-Mail address, if available:
JSchlenskp@SpokaneDetox.net

By: _____
Title: Executive Director

Approved as to form:

_____
Assistant City Attorney

153-442031

Briefing on Fire Department Items
Public Safety Committee Meeting
March 16, 2015

Full Agenda Items:

- **Detox Contract** – This item is the requested approval of a two year contract with Community Detox Services of Spokane (P.O. Box 2845, Spokane, WA 99220) to help provide an emergency services patrol that transports the publicly intoxicated individual. The contract period runs from March 1, 2015 through February 28, 2017. The contract amount is not to exceed $99,984 annually ($8,332/ month). Funding is through the Non-departmental budget and the contract is managed by the Fire Department.

  This contract is primarily the same as previous contracts with Detox. The transport van service is an essential element to the downtown business core area. The program is a tremendous benefit to both Spokane Police and Fire. CDSS will be providing transport service, with response time criteria, training standards, and future goals for continued integration into the emergency response system. A copy of the contract follows on pages below.

Informational Items:

- **Ambulance Negotiations Update –** The study session with City Council to review and discuss the draft ambulance contract is scheduled for Thursday, March 19th. The new contract is recommended to begin on June 1st. After the study session, necessary modifications will be made and the proposed contract will be brought forth as an agenda item for City Council approval. As a reminder, the previous contract with AMR was extended through June 30, 2015, to allow for the ambulance contract re-bidding process which provides adequate time for the review of the new draft contract.

- **Service to SW Spokane** – Through an extensive search process, staff has identified a facility that could be used for a temporary fire station operation and will move forward with that acquisition while continuing to pursue the land for the permanent station. Additionally, we will continue to work through the budget process to identify sustainable operating funds for a permanent solution to fire/ems service in SW Spokane.

  FD Staff has completed specs for an Attack Unit apparatus that would meet the needs of the city in providing service through a two person company. Due to the unique nature of the unit it was deemed appropriate to go to bid with a short turn-around so we can acquire a unit and prepare it for service as quickly as possible.

- **Apparatus bid –** As previously reported, after the Council's approval of the funding for capital for the Public Safety Departments, the FD immediately formed apparatus committees who began research on and study of the types of apparatus that are available in the marketplace today. Since it has been several years since SFD purchased apparatus, the committees spent time looking at information on line, hearing presentation from apparatus manufacturers/ dealers, visiting other FD to look at their apparatus and evaluating apparatus brought to Spokane by various manufacturers/ dealers.
  - Three (3) apparatus committees: Engine Committee; Ladder Committee; and Pumper-Ladder Committee were formed. The committee members were made up primarily of station personnel who were appointed by Local 29.
  - After thorough review, all of the committees recommended the purchase of Pierce Apparatus.
  - Initially the intent was to purchase through the HGAC (**H**elping **G**overnments **A**cross the **C**ountry Buy) government to government cooperative purchasing program, but since then have decided to go out to bid.
  - Specifications have been finished for the tillered ladder truck and it will go our shortly.
  - Specifications have been written around the recommendation of the apparatus committee which will likely cause concerns of the local fire apparatus dealer who may not be able to meet specs.

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/17/2015
		Clerk's File #	RES 2015-0029
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 TOM FOLEY CORRIDOR		

Agenda Wording

A resolution supporting efforts to name the portion of the U.S. 395 through Spokane formally known as the North Spokane Corridor be formally renamed the Thomas S. Foley Corridor.

Summary (Background)

The Spokane City Council recognizes the efforts Speaker Foley made to support and create an international trade route along the U.S. 395 Corridor. the Spokane City Council wishes to acknowledge and commemorate Speaker Foley's contribution to improving the international trade route which benefits Spokane and all of Washington State.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2015-0029

WHEREAS, the Spokane City Council recognizes the contributions former U.S. House Speaker Thomas S. Foley made for the betterment of the citizens of Spokane, Washington State, and the United States of America; and,

WHEREAS, the Spokane City Council recognizes the efforts Speaker Foley made to support and create an international trade route along the U.S. 395 Corridor; and,

WHEREAS, the Spokane City Council recognizes the importance of finishing the North Spokane Corridor for international trade and commerce*;* and,

WHEREAS, the Spokane City Council wishes to acknowledge and commemorate Speaker Foley's contribution to improving the international trade route which benefits Spokane and all of Washington State;

NOW, THEREFORE, BE IT RESOLVED, that the Spokane City Council hereby requests to the United States Department of Transportation and the Washington State Department of Transportation that the portion of the U.S. 395 trade route through Spokane formally known as the North Spokane Corridor be formally renamed the Thomas S. Foley Corridor to reflect and honor Speaker Foley's commitment to international trade in Spokane and Washington State.

ADOPTED by the City Council this _____ day of March, 2015.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 03/30/2015		Date Rec'd	3/18/2015
		Clerk's File #	RES 2015-0030
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RESOLUTION SUPPORTING STA PROPOSITION 1 BALLOT MEASURE		

Agenda Wording

A resolution relating to the City of Spokane supporting Spokane Transit Authority Ballot Proposition No. 1 for the April 28, 2015 special election.

Summary (Background)

This resolution supports the passage of Spokane Transit Authority Ballot Proposition No. 1 due to the increases in service for vulnerable populations and the economic benefit that increased transit service can bring to Spokane County.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2015-0030

A resolution relating to the City of Spokane supporting Spokane Transit Authority Ballot Proposition No. 1, entitled “Preservation and Improvement of Public Transportation Services,” for the April 28, 2015 special election.

WHEREAS, on December 18, 2014 the Spokane Transit Authority’ (STA) Board approved Resolution No. 728-14 to send Proposition No. 1, entitled “Preservation and Improvement of Public Transportation Services,” to the April 28, 2015 ballot to fund the implementation of the *Moving Forward Plan* via an increase in the sales tax of 3/10ths of one percent; and

WHEREAS, the *Moving Forward Plan* has undergone extensive study and public input and STA continues to conduct public outreach; and

WHEREAS, if approved it is estimated that funds collected by Proposition No. 1 would be used to provide an estimated 25% increase in bus service beyond existing levels of service, which will add crucial mobility to vulnerable populations including low-income, disabled, students and seniors; and

WHEREAS, this increase in bus service would include 25 improvements across the region and create higher frequency service to heavily used routes, which will create a strong economic development benefit for Spokane County; and

WHEREAS, according to research done by Transportation for America a robust public transit system substantially reduces traffic congestion, which decreases road maintenance costs, saves commuters money and increases worker productivity due to time saved; and

WHEREAS, a study by the University of Utah’s Metropolitan Research Center found that public transportation investments generate 31% more jobs per dollar than new construction of roads and bridges;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the passage of Proposition No. 1, entitled “Preservation and Improvement of Public Transportation Services,” to implement STA’s *Moving Forward Plan*, as this will not only preserve current transit levels but also improve service and stimulate economic development.

ADOPTED BY THE CITY COUNCIL ON _____.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 03/23/2015		Date Rec'd	3/9/2015
		Clerk's File #	ORD C35244
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	NATHAN 625-6893	Project #	
Contact E-Mail	NGWINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - EMERGENCY BIKE PLAN UPDATE		

Agenda Wording

An ordinance adopting an emergency amendment to the City of Spokane Comprehensive Plan including text amendments to Chapter 4 Transportation, adopting changes to the Planned Bikeway Network Map (Map TR 2), declaring the existence of an emergency

Summary (Background)

This proposal alters the designation of bikeway facilities on Map TR2, Planned Bikeway Network. A number of text changes are also proposed to the text of Comprehensive Plan Chapter 4, Transportation, in Sections 4.4, 4.5, and 4.9. The Spokane City Plan Commission recommended approval of the proposal on February 25, 2015.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PCED 3/2/15
Finance	LESESNE, MICHELE	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	ngwinn@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		lmeuler@spokanecity.org	
		inote@spokanecity.org	
		bblankenagel@spokanecity.org	
		bstum@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and setting an effective date.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

mpiccolo@spokanecity.org	

ORDINANCE NO C35244

An ordinance adopting an emergency amendment to the City of Spokane comprehensive plan including text amendments to Chapter 4 Transportation, adopting changes to the Planned Bikeway Network Map (Map TR 2), declaring the existence of an emergency and setting an effective date.

WHEREAS, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan on May 21, 2001; and

WHEREAS, in accordance with RCW 36.70A.130, an adopted Comprehensive Plan shall be subject to continuing evaluation and review, and amendments to the Comprehensive Plan shall be considered no more frequently than once every year; and

WHEREAS, Chapter 36.70A.130(2) of the Revised Code of Washington notes that amendments to the Comprehensive Plan may be considered more frequently than once per year under certain circumstances. RCW 36.70A.130(2)(b) states, "…after appropriate public participation a county or city may adopt amendments or revisions to its comprehensive plan that conform with this chapter whenever an emergency exists or to resolve an appeal of a comprehensive plan filed with the growth management hearings board or with the court"; and

WHEREAS, consistent with the Growth Management Act, the City Council enacted Ordinance No. C-34424 on June 8, 2009 adopting an emergency amendment to the City's Comprehensive Plan amending Chapter 4 Transportation, by adopting a Master Bike Plan, including text amendments and a new Planned Bikeway Network Map (Map TR 2); and

WHEREAS, Spokane Municipal Code Chapter 17G.020 "Comprehensive Plan Amendment Procedure" identifies terms and conditions for Comprehensive Plan amendments. Under most circumstances, recommendations for amendments to the Comprehensive Plan may only take place on an annual basis; and

WHEREAS, Spokane Municipal Code Section 17G.020.040 "Amendment Exceptions" outlines conditions under which the Comprehensive Plan may be amended more often. Provided that all of the amendment criteria have been met, the following type of amendment may be considered more frequently than once a year: Section 17G.020.040 D "Whenever an emergency exists. The plan commission will review a potential emergency situation, with advice from the city attorney's office, to determine if the situation does, in fact, necessitate an emergency comprehensive plan amendment. Findings must demonstrate a need of neighborhood or community-wide significance, and not a personal emergency on the part of a particular applicant or property owner. Potential emergency situations may involve official, legal or administrative actions, such as those to immediately avoid an imminent danger to public health and safety, prevent imminent danger to public or private property, prevent an imminent threat of serious

environmental degradation or address the absence of adequate and available public facilities or services ”; and

WHEREAS, the criteria for an emergency amendment require a demonstration of community-wide significance. Updates to the Planned Bikeway Network Map (Map TR 2)addresses long range bicycling planning and improvements throughout the city; and

WHEREAS, the second criterion for an emergency amendment is to address the absence of adequate and available public facilities or services. Presently, the Planned Bikeway Network Map, as part of the Master Bike Plan and Comprehensive Plan, has not been updated since its adoption over five years ago and does not accurately reflect the current bikeway network. Updates to the existing bikeway network and proposed future expansion is necessary to incorporate the planning and construction of the bikeway net work in conjunction with local and regional planning, including the City’s Six-Year Comprehensive Street Program; and

WHEREAS, an updated Planned Bikeway Network map will serve as a guide for the continued development of the Master Bike Plan and associated bicycle/pedestrian coordination ; and

WHEREAS, as a result of the City’s efforts, the public has had extensive opportunities to participate throughout the Comprehensive Plan amendment process and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, state agencies received 60 day notice of City of Spokane’s proposed Comprehensive Plan amendments on January 16, 2015 and no formal comments were received; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist was prepared and a Determination of Nonsignificance (DNS) was issued on February 24, 2015 for the proposed Comprehensive Plan Amendments; and

WHEREAS, the Plan Commission held a public hearing on February 25, 2015 to obtain public comments on the proposed amendment and voted unanimously to approve the Findings of Fact, Conclusions and Recommendations to the City Council to approve the proposed amendments, which are attached to the ordinance; and

WHEREAS, as part of the findings, the Plan Commission concluded that an emergency of community-wide concern exists that warrants the adoption of these amendments as an emergency amendment outside the City’ annual comprehensive plan amendment process; and

WHEREAS, the City Council finds that the amendments set forth herein are consistent with the Growth Management Act, and will protect and promote the health, safety and welfare of the general public; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings, Analysis and Conclusions. After reviewing the record and considering the arguments and evidence in the record and at the public meetings, the City Council hereby adopts the findings, conclusions and recommendations adopted by the Plan Commission on February 25, 2015.

Section 2. Revision of Sections of Existing Comprehensive Plan Elements. The City of Spokane Comprehensive Plan is hereby amended to revise the text, policy and other provisions of the Plan contained in Exhibit B, incorporated herein by this reference as if set forth in full.

Section 3. Revision of Map TR 2. The City of Spokane Comprehensive Plan Map TR 2 is hereby amended to reflect changes proposed in Exhibit A and Exhibit C.

Section 4. Amendments to Replace and Supersede. The City of Spokane Comprehensive Plan is amended by these changes and all such changes are intended to replace and supersede all sections of the Comprehensive Plan that are or may be inconsistent with the amendments contained herein.

Section 5. Transmittal to State. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington Department of Commerce as required by law.

Section 6. Preparation of Final Comprehensive Plan Document. City Staff are hereby directed to complete preparation of the final Comprehensive Plan document consisting of the creation of a new Planned Bikeway Network Map (Map TR2),

Section 7. Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

Section 8. Emergency. The City Council finds that an emergency of community-wide concern exists that warrants the adoption of this amendment as an emergency amendment outside of the City's annual comp plan amendment process.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Exhibit A

Amendments to Planned Bikeway Network Map (Map TR 2)

Note: Refer to Changes Shown on Attached Map Exhibit C

The Planned Bikeway Network Map (Map TR 2) in Chapter 4 of the Comprehensive Plan shall be revised pursuant to Ord. C35244 as follows:

1) **Facilities that have already been constructed:**

a. Add the Dwight Merkel Park trail loop designated as a Shared or Multiuse Path.
b. Add the Spokane International Airport bike lane loop as a Bike Lane and unpaved recreational trail with the connection to Spotted Road as a Shared or Multiuse Path.
c. Change from a Marked/Shared Roadway designation to a Bike Lane on Illinois Ave from Crestline Street to Regal Street.
d. Change from a Bike Lane to a Shared or Multiuse Path - Iron Bridge over the Spokane River between N. Superior Street and the Iron Bridge development. Change from a Bike Lane to Marked/Shared Roadway south of the cul-de-sac on Iron Court.
e. Change from a Marked/Shared Roadway designation to Bike Lane on East 5th Avenue between Sherman Street to Arthur Street.
f. Add bicycle and pedestrian Interstate 90 overpasses / bridges as Shared Use or Multiuse Paths over I-90 at Magnolia Street and Regal Street.
g. Add the Centennial Trail Shared Use or Multiuse Path parallel to the bike lane along Upriver Drive from Mission to city limits (the Centennial trail off-street side path begins at 1661 E. Upriver Drive at about North Center Street).
h. Add Bike Lane on Arthur Street from 2nd Avenue to 5th Avenue.
i. Add the Shared Use or Multiuse Path on the north side of 44th Avenue between Freya and Ray Streets, and on the east side of Ray Street between 44th and 42nd Avenues.

2) **Facilities that are planned to be built soon, or that have completed planning processes and need to be added:**

a. Add Shared Use or Multiuse Path on 44th between Freya Street and Havana Street. (Southgate Neighborhood Plan).
b. Add Marked/Shared Roadway designation on Myrtle Street from 44th Avenue south to the Ben Burr Trail connection at the southern City Limits at end of Myrtle Street.

c. Change from Marked/Shared Roadway to Bike Lane designation on Crestline Street between Euclid Avenue and Francis Avenue.
d. Change from Marked/Shared Roadway to Bike Lanes on Maxwell between Washington and Maple.
e. Add Bike Lane designation on Havana Street from 37th Avenue to southern city limits.
f. Add the Ben Burr 2nd/3rd Avenue trail connection spur as a Shared Use or Multiuse Path.
g. Add Cincinnati Street Greenway from G.U. campus/Centennial Trail north to East North Foothills Drive and then northwesterly to Addison.
h. Add Huntington Park to Glover Field Peaceful Valley Trail route and extended route to Sandifur Bridge as a Shared Use or Multiuse Path and/or Marked/Shared Roadway.
i. Centennial Trail Mission St. Gap: show Shared Use or Multiuse Path bridge crossing Mission.
j. Centennial Trail T.J. Meenach Bridge: show very short Shared Use or Multiuse Path connection from Pettit Drive to bridge with appropriate signage.
k. Fish Lake Trail Bridges over rail lines east of Fish Lake.
l. Ben Burr Trail spur from Erie Street to planned University District Pedestrian Bicycle Bridge—south of railroad tracks—as a Shared Use or Multiuse Path.
m. Indiana Bike Lanes, Ruby St. to Perry.
n. Trolley Trail starting at Assembly heading east as a Shared Use or Multiuse Path (this currently appears on Parks Dept plans but not on the Planned Bikeway Network Map).
o. Centennial Trail riverside spur around San Souci Mobile Home Park may require additional studies—Add proposed Multiuse Path connection to utility bridge parallel to Summit Blvd.
p. Rowan Avenue: Change from Marked Shared Roadway to Bike Lane from Monroe Street to Driscoll Boulevard.
q. Fish Lake Trail to Sandifur Bridge: Shared Use or Multiuse Path from northeast and east of trailhead at Milton & Lindeke Streets, then following freeway, more or less, to Latah Creek, then northwest along creek to Riverside Avenue.

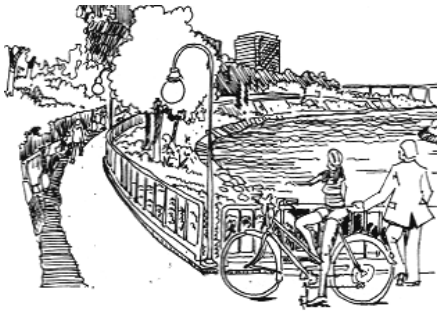
Exhibit B

Comprehensive Plan Text Amendments

Chapter 4 Transportation

TR 2.16 Bicycle Lanes, ((~~Boulevards~~)) Neighborhood Greenways and Paths (Bicycle Facilities)

Use marked on-street bicycle lanes, bike routes and off-street bicycle paths in addition to the street system to provide for bicycle transportation within the city.



Discussion: Marked bicycle facilities will form the backbone of the bicycling transportation network. (See policy TR 2.14, "Bikeways") Bicycle facilities with marked on-street bicycle lanes or off-street bicycle paths are often desirable to accommodate the differences in ages, abilities, and purposes of bicycle riding.

Because narrowing travel lanes has the positive effect of calming traffic speeds to within legal limits, adding bicycle lanes to arterials has the dual effect of traffic calming as well as encouraging the use of bicycles. A fully separate, off-street bicycle system is costly and often impractical, particularly in existing neighborhoods. However, the city's off-street bicycle path system could be expanded into a safer and more widespread connecting system. The following elements could help accomplish this: (1) occasional scenic bicycle paths with few intersections, (2) additional bicycle paths in new subdivisions, and (3) an expanded system in older neighborhoods. Such paths, however, are often not favored by commuting and utilitarian cyclists. Rather, connection with neighborhoods can be facilitated through the creation of other options, to include ((~~bicycle boulevards~~)) neighborhood greenways or bicycle thoroughfares. These routes make use of appropriate automobile traffic calming measures to create a safe travel environment for bicycles and pedestrians. Auto traffic and parking along both sides of the street may be allowed where appropriate. Additionally, bicycle-activated crossings should be placed at busy intersections.

Note: The remaining portions of Section 4.4, Goals and Policies, are unchanged.

4.5 EXISTING AND PROPOSED TRANSPORTATION SYSTEMS

Introduction

This section provides an overview of Spokane's existing and proposed transportation systems. It includes inventories of existing conditions as well as plans for the future for:

- Pedestrian and Bicycle Systems
- Transit System
- The City's Street Network
- Rail
- Air Facilities and Services
- Transportation Facilities and Services of Statewide Significance

The following articulates two general points about these inventories of Spokane's transportation systems:

Existing Versus Proposed Transportation Systems

First, this plan establishes a new priority for considering the transportation needs of people and making transportation decisions. Policy TR 1.1, "Transportation Priorities," establishes that it will be city policy to put pedestrians first, then to consider the needs of those who use transit and non-motorized transportation modes such as bicyclists, and finally to consider the needs of automobile users. The city's current transportation system does not reflect this priority and direction. Spokane's existing transportation system reflects Spokane's existing auto-dependent nature. Indeed, it is partly because of the existing nature of Spokane's built environment that Spokane is auto-dependent and lacking viable transportation options and, as a consequence, that citizens established this new direction. Following this new direction with its clear transportation priorities, however, will lead to new transportation systems that reflect the city's new transportation goals. Establishing these new transportation systems for Spokane will take time. It will take careful and steady implementation of the plan, as expressed in its goals, policies, and implementation methods (such as the new street standards). But with consistent implementation of the plan on a case by case basis, the community's built environment will change and with it, the opportunity for Spokane to achieve its desired future.

A Broad, Comprehensive Review

Second, this review of Spokane's existing conditions and transportation inventories is a broad review. It includes citywide or regional-scale transportation systems, not smaller-scale transportation features. For example, the street system inventory focuses on the arterial system, not neighborhood access streets. Similarly, the pedestrian system inventory focuses on the sidewalk system along arterials and major pedestrian trails, not smaller-scale features such as staircases or local routes to neighborhood schools. Such smaller-scale transportation features, while crucial to the vitality of neighborhoods and the entire community, are beyond the scope of this citywide comprehensive plan and instead will be planned for in later, more detailed planning stages. These later planning stages may include subject-specific plans (such as a detailed bicycle plan or pedestrian plan) and geographic-specific plans (such as neighborhood or special district plans). The goals and policies of the transportation element of the comprehensive plan provide a general direction or framework for creating these later plans.

Pedestrian and Bicycle Systems

The History of Planning for Pedestrians and Bicycles in Spokane

In 1993 SRTC prepared the Spokane Regional Pedestrian/Bikeway Plan for Spokane County (generally referred to as "the Bike/Ped Plan"). The City of Spokane City Council adopted the plan on March 11, 1996. The purpose of the plan was to provide an updated comprehensive bicycle and pedestrian transportation plan that was built on previous plans. The plan focused on the urbanized Spokane area and connections to Millwood, Cheney, Medical Lake, and Idaho. The plan identified recommended key

bicycle/pedestrian corridors that consisted of the Centennial Trail, exclusive bicycle paths, bicycle lanes, shared bikeways, and shared roadways.

The SRTC Bike/Ped Plan superseded earlier plans developed by the city to address bicycle use, the last of which was "The Bikeways Plan" adopted by the City Council in 1988. The first bikeways plan developed in Spokane, called the "Bike Routes Plan," was adopted in 1976.

Since 1992 the City of Spokane has had a Bicycle Advisory Board, which was established by ordinance of the City Council. It was established "to provide advice and direction to the City Council and all departments and offices of the city on matters relating to bicycling and to raise public awareness of bicycling issues." The board is supported by staff liaisons from the Economic Development Division and the Transportation Department. These positions are filled by staff members as an additional responsibility added to their full-time duties. As such, only a small percentage of two staff member's time is spent on bicycle planning. No city staff person, however, is dedicated specifically to planning for pedestrians, even part-time. Thus, while the SRTC plan adopted by the city included sections related to pedestrians, in reality it was used infrequently by the city for planning for pedestrians and instead was used more for bicycle planning. Generally, planning for pedestrians in Spokane has been inadequate. One of the most significant features of this transportation element is that it features a major redirection of the city's view of transportation planning, making planning for pedestrians a priority. As a small step toward that direction, this plan includes the first map ever included in a city plan that is devoted strictly to depicting pedestrian facilities, Map TR 1, "Regional Pedestrian Network."

The 1993 SRTC Bike/Ped Plan was superseded by the City's 2001 Comprehensive Plan, its Bicycle Plan map was used in large part to develop the city's "Regional Bikeway Network" map (Map TR 2).

In 2009, the City of Spokane completed a Master Bike Plan that consists of Bicycle Plan Maps, updated Comprehensive Plan goals and policies, a list of projects and priorities, project cost estimates and an action program. During this process, SRTC was working on an update to the Regional Master Bike Plan- A plan to outline goals and objectives to guide Washington State Department of Transportation (WSDOT), Spokane Regional Transportation Council (SRTC), the City of Spokane, Spokane County, the City of Spokane Valley, the City of Liberty Lake, Cheney, Deer Park, Medical Lake, Airway Heights, Spokane Transit Authority (STA) and other agencies in developing bikeway and walkway systems. This Plan outlines goals and objectives to help create a region where biking and walking are viable travel choices. The City of Spokane Master Bike Plan used the extensive background work contained in the SRTC plan as a part of the creation of the Master Bike Plan. This information remains a valuable reference tool for bicycle and pedestrian planning. This planning effort continues to support the implementation of policy TR 2.3, "Bicycle Coordinator," which states that it will be city policy to provide a full-time pedestrian/bicycle coordinator on its staff.

Shared Bicycle and Pedestrian Facilities

Spokane features three major transportation pathways or trails that are shared by pedestrians and bicyclists. These are the Ben Burr, Fish Lake, and Centennial trails. The Ben Burr and Fish Lake trails are both owned and maintained by the Spokane Parks and Recreation Department. The Centennial Trail is developed by the Washington State Parks and Recreation Commission, maintained by the Spokane Parks and Recreation Department in the city and the Spokane County Parks and Recreation Department in the county, and funded by the Friends of Centennial Trail. These three facilities serve both a recreational and transportation function for pedestrians and bicyclists. A potential fourth major shared-use facility is the North Spokane Corridor (north-south freeway), which plans to include a major pedestrian/bicycle trail. These shared-use facilities are described below and depicted on the pedestrian and bikeway maps (see Maps TR 1 "Regional Pedestrian Network," and TR 2, "Regional Bikeway Network.") They also appear as "trails" on Map CFU 5, "Parks," in Chapter 5, "Capital Facilities and Utilities," which indicates how these trails serve recreational as well as transportation purposes.

Ben Burr Trail

The one-mile Ben Burr Trail connects Liberty and Underhill Parks in East Central Spokane. It follows the path of an old railway line. The trail features a pedestrian/bicycle bridge spanning Altamont Street, which was a project financed through federal Community Development funds. Future expansion may include a link into Underhill Park to the south and a link to the Centennial Trail to the north.

Fish Lake Trail

The Spokane Parks and Recreation Department has acquired a railroad right-of-way between the City of Spokane and Fish Lake. Construction has begun to convert the right-of-way to a 12-foot-wide asphalt bicycle/pedestrian trail, which would ultimately connect the Centennial Trail to the existing Fish Lake and Columbia Plateau trails. ((~~Three and a half~~)) Approximately ten miles of this proposed trail have been constructed ((~~, from the intersection of Scribner Road north toward Spokane~~)). The ((~~proposed~~)) trail begins at the southeast corner of Government Way and Sunset Highway and ends at the existing trailhead at Fish Lake. Construction on the Fish Lake Trail continues toward completing the trail, with a remaining final phase to complete design, right-of-way acquisition and construction of two railroad crossings on either side of Queen Lucas Lake.

Connection between the Sandifur Bridge and the parking lot at the northern terminus of the Trail, near the junction of U.S. Highway 195 and Interstate 90, would connect the Fish Lake Trail and the Centennial Trail. An off-street alternative on public land along Latah Creek, south of Riverside Avenue, is being considered for this connection.

Centennial Trail

Facilities designated exclusively for non-motorized travel modes include the 39-mile Centennial Trail, which parallels the Spokane River from Nine Mile to the Idaho border. The trail continues in Idaho through Post Falls and Coeur d'Alene. Currently, the trail has an incomplete section between ((~~downtown Spokane~~)) Boone Avenue and the T. J. Meenach Bridge. The ((~~Friends of the Centennial Trail have completed the missing link, dedicated as the~~)) Sandifur Bridge ((~~, to span the river~~)) will provide a future connection to the Fish Lake Trail.

The Spokane River Centennial Trail Master Plan published in 1986 identified a continuous trail alignment from the Idaho state line to the Spokane House, with extensions upstream to Wolf Creek on Lake Coeur d'Alene and downstream to Fort Spokane on Lake Roosevelt. In 1995, a master plan update of the Centennial Trail was completed identifying missing segments, revisiting completed segments needing improvement, and outlining trail priorities and initiatives for the future. The primary recommendations of the master plan update were to build missing links and convert on-road (Class II) bike routes to separated (Class I) shared-use pathways. A key missing link was identified between Riverfront Park in downtown Spokane and Riverside Park.

To address this missing link, a Bridge Alternatives Study was conducted in December of 1997. The study identified potential alignments for locating a bridge over the Spokane River and completing a missing segment of the Centennial Trail from Riverfront Park in downtown Spokane to Riverside State Park. A subsequent study funded by the Friends of the Centennial Trail in 2007 was conducted by Alta Planning and Design. This study identified a preferred trail route utilizing an abandoned railroad right of way that parallels Summit Blvd., travels on Summit Blvd. and modifies Pettet Drive to accommodate trail improvements. This route would rejoin the existing Centennial Trail at T.J. Meenach Bridge.

The Alta Planning and Design study also identified two additional options to close the Centennial Trail gap from Boone Avenue and Summit Boulevard to Spokane Falls Community College. An alternative river crossing to the existing crossing at T.J. Meenach Bridge might be developed, over the long term, at a location upstream. Such a crossing would require further study, acquisition of right-of-way on one or both sides of the river, and the construction of a new bridge. In the meantime, enhancements might be made on- and off-street to the existing route along Summit Boulevard, West Mission Avenue, West Point

Road and Pettet Drive. These segments could be improved with sidewalks, signage, striping and traffic-calming elements. From N. West Point north to the viewpoint, an off-road multiuse path would be built on the side of Pettet Drive. North of the viewpoint, the roadway surface would be rearranged to provide for a 14-foot multiuse path. The trail would continue downhill along Pettet Drive to the T.J. Meenach Bridge.

To the northeast of Downtown, the Centennial Trail Gap, Mission Avenue Crossing feasibility study was completed in 2014 and a preferred alternative was developed for a pedestrian and bicycle bridge crossing over East Mission Avenue. The recommended alternative includes a phased approach to first improve the at-grade crossing, with subsequent phases to grade-separate the trail from Mission Avenue and nearby railroad tracks.

North Spokane Corridor Pedestrian/Bicycle Trail

The Washington State Department of Transportation is currently designing a major pedestrian/bicycle trail that will be built in conjunction with the North Spokane Corridor (NSC). The project will eventually provide a pedestrian/bicycle route the full length of the corridor, extending from I-90 east of downtown to US 395 at Wandermere, approximately 10 miles north. The 12-foot paved pedestrian/bicycle trail will be a separate, but adjacent, designated route for commuters and recreational users. There will be trailheads along the route as well as access from the planned park-and-ride lots. It will also connect with the Centennial Trail. The pedestrian/bicycle trail will be constructed in usable segments in conjunction with the North Spokane Corridor.

Bike Share Feasibility Study

A Bike Share Feasibility Study will determine the level to which bike share will function within the City of Spokane and best locations for the network of bike share stations.

The Pedestrian System

As noted previously, one of the most significant features of this transportation element is its focus on making walking a viable transportation option in Spokane—to make it as easy to walk within the city, as it is to drive. The primary means within the city of providing for pedestrian access is the city's sidewalk system. The sidewalk system is supplemented by other pedestrian facilities, such as the shared facilities described earlier and the city staircases that both link neighborhoods and provide access within neighborhoods Examples include the staircases that link Peaceful Valley and Browne's Addition and the staircase at 19th and Perry.

Map TR 1 "Regional Pedestrian Network," indicates those pedestrian facilities that are the subject of this plan: sidewalks along arterials and the four main shared-use pathways described above (three existing and one proposed). Policy TR 2.7, "Safe Sidewalks," states that the city should "provide for safe pedestrian circulation within the city; in most cases, this should be in the form of sidewalks with a separated curb and sidewalk." The planning level of this plan focuses on sidewalks along arterials, with the 20-year transportation capital facilities program providing cost estimates for establishing sidewalks along both sides of all city arterials.

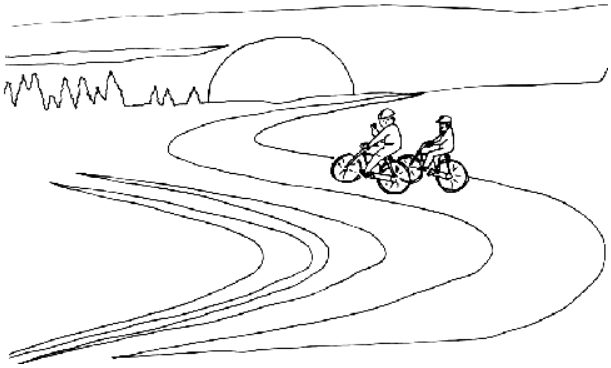
A separated curb and sidewalk is a key feature of sidewalk design. As stated in policy TR 2.7, "Safe Sidewalks," it is the preferred sidewalk design. Due to the many crucial benefits a separation between the curb and sidewalk provides, this plan uses a new term for the physical separation: "pedestrian buffer strip" (PBS). The PBS term replaces the terms "planting strip" and "parking strip" used in earlier plans. The discussion section of TR 2.7 describes the value of a pedestrian buffer strip, its purpose and function, and notes they can be landscaped with a variety of treatments. Policy TR 7.4 "Pedestrian Buffer Strips"

elaborates on this important point regarding PBS design, stating "develop pedestrian buffer strips in a way that is appropriate to the surrounding area and desired outcomes."

The plan includes background as to the importance of providing well-designed sidewalks to enable safe pedestrian travel within the city. An important point is that walking is not only a transportation mode but also part of the dynamic of city living that contributes to healthy urban places. The following excerpt discusses of how pedestrian activity and the design of pedestrian facilities has changed over time in Spokane in order to provide a context for viewing Spokane's desired pedestrian future.

Spokane: For Pedestrians, Past as Prologue?

As a "settlement," the community's informal roads and paths accommodated all modes of travel -- the connections were designed for commerce and little else. They were, however, places of great personal interaction. As we became a "city," formality of streets accompanied the growing need to establish physical order—sidewalks surfaced as part of orderliness. With the City Beautiful movement that helped transform early Spokane, city fathers insisted on street trees and planting strips. The city's maturity also fostered "social order" and sidewalks became a venue to experience this emerging social culture. Other examples of the street setting fostering socialization include large front porches and inviting front yard landscapes. With post-war suburbanization and the push for home ownership, Spokane's street environment changes to embrace the automobile, and the human and cultural experience followed the new design. Infrastructure was not always complete in new subdivisions—many lacked sidewalks altogether. Where sidewalks were developed, they most often lacked the traditional planting strip, and in effect became large curbs, rather than places for people to safely walk. Increasing reliance on the car made sidewalks, front porches, street trees, and formal front yards of little consequence. In Spokane's post-war era, local development economies and subdivision design placed a low priority on pedestrians. The result, like with many cities across the country, is a built environment that is designed more for cars than people.



Spokane's history has set the stage for its future. This plan establishes a redirection for pedestrian planning by making it a priority. This is done not out of a sense of a nostalgia for days gone by but as part of Spokane's comprehensive effort to create its desired future.

The Bicycle System

State law identifies bicycles as vehicles, with the privileges, responsibilities, and regulations that accompany that status. A fundamental concept of this plan and the SRTC Bike/Ped Plan is that because bicycles are vehicles to be used for transportation as well as recreation, bicycles are allowed on all streets except for those on which they are specifically prohibited. Thus, the city's street system is essentially the bikeway system. Table TR 2 defines the terms for the bicycle system used in this plan.

The City of Spokane encourages bicycle use on its facilities, except where prohibited by law. Bicycle facilities or improvements for bicycle transportation as shown on the Bikeways Map should be included as a part of street improvement projects. The Washington State Department of Transportation (WSDOT) Design Manual Chapter 1020 serves as a guide for designing bicycle elements. A bikeway is any type of facility designed to accommodate bicycles, such as a path, lane, or shared roadway. The term "bicycle route" is often used interchangeably with "bikeway" to mean the same thing (generally the "bikeway" definition). Bikeway is, however, the appropriate general term for streets that are open to bicycle travel. The term "bicycle route" should be used to indicate a marked or signed route that is intended to provide a

route for cyclists to use. There are several areas where the city has marked or signed bicycle routes, generally along streets that have been developed with bicycle lanes. Frequently these bicycle routes have been developed in order to enable bicyclists to avoid fixed obstacles to bicycling. An example is the Addison Street bicycle route, which provides a north/south route parallel to Division Street since Division north of North Foothills Drive is closed to cyclists. Ideally, the term bicycle route should be used only in the context of those streets that are marked or signed as “bike routes.” Since virtually all streets are bikeways, it is important to note that a signed bicycle route is a suggested route. Bicyclists are not required to use bicycle routes where they are available nor are they the only streets on which cyclists are allowed.

Map TR 2 indicates the "Regional Bikeway Network." Bikeway system terminology is specified in the following table, TR 3, "Bicycle Terms."

TABLE TR 3 BICYCLE TERMS	
General Bicycle Terms	
Bicycle Path	A bikeway physically separated from motorized traffic by an open space or barrier. Bicycle paths are entirely separated from the roadway but may be within the roadway right-of-way or within an independent right-of-way.
Bicycle Route	A system of facilities that have a high potential for use by bicyclists or that are designated as such by the City of Spokane. A series of bicycle facilities may be combined to establish a continuous route and may consist of any or all types of bicycle facilities.
Bikeway	Any road or path that in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicyclists or are to be shared with other vehicles.
Bicycle Terms on Map TR 2	
Shared Use or Multiuse Path	A facility physically separated from motorized vehicular traffic within a right of way or on an exclusive right of way with minimal crossflow by motor vehicles. It is designed and built primarily for use by bicycles, but is also used by pedestrians, joggers, skaters, wheelchair users (both non-motorized and motorized), equestrians, and other non-motorized users.
Bike Lane	A portion of a highway or street identified by signs and pavement markings as reserved for bicycle use.
((~~Bicycle Boulevard~~)) Neighborhood Greenway	A shared roadway which has been optimized for bicycle and pedestrian traffic. ((~~Bicycle boulevards~~)) Neighborhood greenways discourage cut-through motor vehicle traffic, but usually allow access to local motor vehicle traffic. They are designed to give priority to cyclists as through-going traffic.
Marked Shared Roadway	A shared roadway that has been designated by on-street marking as a route for bicycle use.
Shared Roadway	A roadway that is open to both bicycle and motor vehicle travel. This may be an existing roadway, a street with wide curb lanes, or a road with paved shoulders.
Residential Bikeway	A residential street used as connection between other bikeway facilities. This designation applies to all residential roadways not otherwise designated.
Bicycles Prohibited	Bicycles are prohibited from using the street.

Note: Remaining portions of Section 4.5, Existing and Proposed Transportation Systems, are unchanged.

4.9 SPOKANE MASTER BIKE PLAN

Executive Summary

The Spokane Master Bike Plan creates a vision for enhancing bicycling opportunities for all citizens of Spokane. Its goals are to establish actions intended to make Spokane a more bicycle- friendly city. Communities that embrace active living principles provide healthy environments for its citizenry and are more economically vital.

Although Spokane has performed bicycle facility planning for more than thirty years, this is the first Master Bike Plan adopted by the city. The current Bicycle Facilities Network is disconnected and signed bicycle routes are sporadic. There are numerous barriers (hills, high traffic volume streets, the Spokane River, etc.) that make cycling dangerous and inconvenient. Additionally, end-of-trip facilities, such as bicycle parking and lockers, are inadequate. This plan proposes to address these issues by creating a bicycle network that guides cyclists safely throughout Spokane and its unique geography. Importantly, the Spokane Master Bike Plan includes recommendations and actions that will ensure that bicycling becomes a more viable alternative mode of transportation for all.

Spokane currently has a strong cycling community. Research has consistently shown that enhanced bicycle facilities provide safe options for those individuals who may not bicycle regularly. Therefore, Spokane supports bicycling because it is a cost-effective mode of transportation that promotes health, the environment, and community development.

For this Plan to be effective, the city will need to commit funding through its annual budget process. This commitment to improving bicycle transportation includes facility maintenance, devotion of adequate staff resources to implementing the Plan, and providing sustained funding for projects and programs.

Goals and Policies:

1. Increase use of bicycling for all trip purposes and improve safety of bicyclists throughout Spokane.

2. Provide convenient and secure short-term and long-term bike parking throughout Spokane and encourage employers to provide shower and locker facilities.

3. Educate bicyclists, motorists, and the general public about bicycle safety and the benefits of bicycling and increase bicyclist safety through effective law enforcement and detailed crash analysis.

4. Develop a collaborative program between a variety of city departments and agencies and several outside organizations to secure funding and implement the Master Bike Plan.

Spokane's Master Bike Plan uses the goals and policies to establish a broad vision for cycling in Spokane. Implementing this plan will be a challenge. However, if the enormous public support for this plan is any indication, the citizens of Spokane are ready to move towards more sustainable transportation options.

Introduction

We have reached a point where working towards creating sustainable communities is an essential part of maintaining our quality of life. Transportation networks are an important part of this sustainability and developing a system that relies less on unsustainable motorized modes of transport and more on sustainable non-motorized transportation, is crucial. Riding a bicycle is the most efficient form of personal transport. The city recognizes this fact and recent planning efforts have focused on finding a way to make cycling "safe, accessible, convenient, and attractive." (Spokane's Comprehensive Plan Ch. 4 p. 7) Spokane is in need of a bicycle network that meets all of these requirements while continuing to accommodate a variety of transportation options. With the vision of creating such a system, citizens, city staff and community leaders created this Master Bike Plan, a living document that will provide guidance and serve as a reference as this vision becomes reality.

Currently, there are over 1000 miles of paved streets within the city limits of Spokane; only 17 miles of those streets have designated bicycle lanes. Although these lanes provide a starting point for a bicycle network, many are disconnected and not adequately maintained. According to the 2000 census, Spokane has a higher percentage of cyclists than the national average, but there is still room for a significant improvement. A 2007 report, submitted by the Federal Highway Administration, states that 0.8% of working-age people in Spokane chose to ride their bicycles over other modes of transportation. Over the next twenty years, we would like to see 10 % of all trips in Spokane taken on a bicycle. Fortunately, a number of recent studies have shown that the addition of bicycle facilities and an enhancement of existing facilities can substantially increase the number of riders. If Spokane implements the recommendations contained in this Plan, the results will positively affect the city's economy, transportation systems, environment and health of its citizens.

History

The 2008 Master Bike Plan is not the first bikeway planning effort for Spokane. The City's initial Bikeways Plan was adopted by the City Council in October, 1976 and integrated into the Comprehensive Plan in 1980. The 1980 plan was minimally updated in 1987. In 1996, the City Council adopted the Spokane Regional Pedestrian/Bikeway Plan that was prepared by the Spokane Regional Transportation Council. This detailed plan outlined a regional network of trails and other related recommendations. In 2001, Spokane adopted a comprehensive plan with updated bicycle related policies and goals. The adoption also included a revised map of Spokane's planned regional bikeway network. This marks the most recent occasion of significant changes to Spokane's bikeway network and bicycle related policies.

In 2006, the Bicycle Advisory Board (BAB) encouraged the Spokane City Council to adopt an amendment to the Comprehensive Plan that would require the City of Spokane to adopt a Master Bike Plan. The BAB requested the plan be integrated into the City's Comprehensive Plan. On January 17, 2007, Spokane's City Council adopted a Comprehensive Plan amendment that included language supporting this request. Shortly thereafter, city staffs were assigned to begin work on the Plan.

Although studies and accurate statistics about bicycling are difficult and expensive to attain, two recent reports contained useful information for this bike planning process. First, the Spokane River Centennial Trail Gaps report completed by Alta Planning and Design in December of 2007 identified key projects that would close current gaps along the Centennial Trail. The analysis identifies the potential cost and benefit of several alternatives for each of the gaps. Spokane's Master Bike Plan Map includes one of those alternatives for each of the four identified gaps. Second, in November of 2007 a report about cycling habits in Spokane was published. Spokane was chosen as the control city for four other cities highlighted in a non-motorized transportation pilot program conducted by the federal government (Interim Report to the U.S. Congress on the Nonmotorized Transportation Pilot Program SAFETEA-LU

Section 1807, November 2007). Although Spokane did not receive any money for facility improvements, the report extensively studied non-motorized transportation in Spokane and provided our community with important baseline information regarding bicycle transportation. In part, Spokane was selected as the control city because it was expected that few non-motorized facility improvements would be built. The aforementioned report coincided with the beginning of the bicycle planning process in the last quarter of 2007 and the results of this endeavor are contained within this plan.

The Public Planning Process

Public, city staff, and other stakeholder involvement have been essential to the plan's development. The bike planning process took more than a year to complete and contains the result of input from thousands of concerned Spokane citizens. With the help of newspapers, electronic notification, television news coverage, and various newsletters and magazines, city planning staff reached a large number of people regarding updates to the plan.

Key activities included:

- In 2008, nearly 350 people attended three preliminary open houses located at community and senior centers across the city. More than 70 people attended a city wide open house as well. These open houses encouraged citizens to provide input about specific routes and general goals of the plan. Open houses occurred on:
    - April 22 at Southside Senior Activities Center
    - April 24 at West Central Community Center
    - April 29 at Northeast Community Center
    - November 18 at Salem Lutheran Church

- 12 meetings with a workgroup representing diverse interests. This workgroup included representatives of city departments including Planning Services, Capital Programs, Police, Parks, Neighborhood Services and the Street Department. Other agencies represented included Avista Corporation, Spokane Regional Health District, and Spokane Regional Transportation Council. In addition there was active participation of interested groups such as the Friends of the Centennial Trail, members of the Bicycle Advisory Board (BAB), a member of the Community Assembly and Neighborhood Council (PeTT Committee). Staffs from Spokane County and the City of Spokane Valley also were a part of the process.

- Over 1200 people responded to a survey about biking in Spokane. This survey asked questions about riding habits and preferences for bicycle facilities while gathering demographic data about riders.

- 10 Bicycle Advisory Board meetings were attended by planning staff. The communication between the BAB and planning staff was essential to the success of the plan. Additional steering committee meetings were held.

- Information was presented to members of the PeTT sub-committee of the Community Assembly.

- Planning staff worked with consultant groups analyzing traffic of the downtown core and incorporated recommendations in the plan. In addition, staff from the National Parks Service and Bicycle Alliance of Washington participated in workgroup meetings.

After public input had been compiled, planning staff highlighted preferences and priorities of the public. City staff took this information and combined it with traffic volume counts, street width, number of existing lanes, presence/absence of curbs, need for on-street parking and other important observations to

create a map of proposed facility ideas. The most direct route across town or between important destinations is always preferred to routes that wander or are confusing. There are many physical and monetary factors that influence the feasibility of bicycle facilities on a particular roadway, but public opinion played a major role in shaping this plan.

In addition to this Master Bike Plan, a number of amendments to the Comprehensive Plan have also been made. The text amendments occur in the following sections of Chapter 4-Transportation of Spokane's Comprehensive Plan:

4.4 Goals and Policies

TR 1.1 Transportation Priorities
TR 2.1 Physical Features
TR 2.2 TDM Strategies
TR 2.3 Pedestrian/Bicycle Coordination
TR 2.4 Parking Requirements
TR 2.5 Parking Facility Design
TR 2.10 Pedestrian Linkages Across Barriers
TR 2.11 Pedestrian Access on Bridges
TR 2.12 Pedestrian Access to Schools
TR 2.13 Viable Bicycling
TR 2.14 Bikeways
TR 2.15 Bicycles on Streets
TR 2.16 Bicycle Lanes and Paths
TR 2.18 Viable Transit
TR 4.4 Arterial Location and Design
TR 4.5 External Connections
TR 4.6 Internal Connections
TR. 4.10 Downtown Street Network
TR 4.12 Law Enforcement
TR 4.13 Traffic Signals
TR 4.15 Lighting
TR 4.16 Safety Campaigns
TR 4.17 Street Maintenance
TR 4.25 Pedestrian Access to Parks
TR 5.7 Neighborhood Parking
TR 6.3 Transportation Alternatives and the Environment

4.5 Existing and Proposed Transportation Systems

-Existing Versus Proposed Transportation Systems
-Pedestrian and Bicycle Systems: The History of Planning for Pedestrians and Bicycles in Spokane
-Shared Bicycle and Pedestrian Facilities
-The Bicycle System
-Table TR2 Bicycle Terms

The Spokane Master Bike Plan is incorporated into the Spokane Comprehensive Plan. The purpose of the Master Bike Plan is to improve the environment for bicycling and provide more opportunities for multimodal transportation. The plan focuses on developing a connected bikeway network and support facilities.

The Spokane Master Bike Plan contains a list of specific actions that delineate activities or programs to be undertaken by the city or other appropriate agencies to assure successful implementation. In summary these include: Continue institutional commitments to improving bicycle transportation; devote adequate staff resources to implementing the Plan; provide sustained funding for projects and programs; and, learn from implementing projects and adjust approaches, as necessary. The city will need to commit to these implementation actions through its annual budget process.

Master Bike Plan Part 1 contains citywide bicycling policies and action items that will be used to encourage construction of projects, support facilities, maintenance, education, funding, evaluation, coordination and other critical issues.

Master Bike Plan Part 2 contains facilities definitions, and planned bikeway network maps.

MASTER BIKE PLAN PART 1 - CITYWIDE BICYCLING POLICIES

Goal: Increase use of bicycling for all trip purposes and improve safety of bicyclists throughout Spokane.

Policy

MBP 1 Bikeway Network and Bicycle-friendly streets:

Establish a bikeway network that serves all Spokane residents and neighborhoods and make Spokane's streets safe and convenient for bicycling while considering the current and future needs of all other modes of transportation.

Actions

Action 1.1: Provide bicycle facilities on designated arterial streets.
Spokane's arterial streets offer the most direct routes to workplaces, shopping areas, schools, transit park-and-ride lots, and other destinations. A lack of bicycle facilities on the city's arterial street system prevents more people from making trips by bicycle and makes conditions less comfortable for bicyclists. This action helps to fulfill Spokane's Comprehensive Plan TR 1 OVERALL TRANSPORTATION Goal: Develop and implement a transportation system and a healthy balance of transportation choices that improve the mobility and quality of life of all residents.

Action 1.2: Complete the Bikeway Network.
The Bikeway Network provides a skeleton of high-quality bicycle facilities that connects other cycling opportunities within the city. These facilities include bike lanes, on-street markings, signed routes ((~~bicycle boulevards~~)) neighborhood greenways, or paths which are on separated rights-of-way from motorized traffic. Spokane should complete the Bikeway Network including key components, such as completing the Centennial Trail missing links, the Ben Burr Trail, Fish Lake Trail, and connections to other trails within the Greater Spokane Area.

Action 1.3: Improve bicycle safety and access at arterial roadway crossings.
Improvements are needed at arterial roadway crossings in the Bikeway Network to provide bicyclists with continuous, safe routes between destinations. Spokane has a number of streets that carry high-speed and high-volume traffic (e.g. Monroe, Maple/Ash, Wellesley and 29th Ave). Many other arterial streets are also challenging to cross, particularly during peak travel periods. In order to make it possible for bicyclists to travel throughout the city, there needs to be opportunities to cross major streets without disrupting the traffic flow of these important corridors.

Recommended improvements include treatments such as traffic signals, median crossing islands, curb extensions combined with signs, and/or markings. These crossings must also be safe and accessible for pedestrians. While the recommended Bikeway Network map identifies many critical needs, it does not represent a complete inventory of the city's intersections. The city should evaluate the Bikeway Network for other potential bicycle crossing improvements. The first priority will be to improve intersections where existing bicycle facilities cross arterial roadways. Other key crossings should be considered as each new segment of the Bikeway Network is implemented. In addition, all future roadway improvement projects should address bicycle crossing needs as a routine part of the design process when feasible.

Action 1.4: Make key operational improvements to complete connections in the Bikeway Network. There are many spot locations in the Bikeway Network where bicycle access should be improved by making changes to roadway operations. The following is a list of general operational improvements that will need to be made by the city to complete bicycle connections:

- Provide bicycle turn pockets at key intersections. Left-turn pockets allow bicyclists to wait in a designated space for a gap in traffic before turning left. These pockets are particularly beneficial on roadways with relatively high traffic volumes and significant bicycle turning movements. Locations with raised medians may provide good opportunities to add pockets.
- Traffic signal timing should consider all modes including bicycling. Therefore, all traffic signals should facilitate safe bicycle crossings. This includes providing a minimum green time and a minimum yellow time to ensure that bicyclists are able to clear intersections, per the AASHTO *Guide for the Development of Bicycle Facilities* (1999 or latest edition). Explore new technologies to detect bicyclists at traffic signals. In the future, explore new detection technologies such as infrared or video sensors that can tell the difference between bicycles and motor vehicles. This can help improve bicycle detection at actuated signalized intersections and make it possible to detect bicyclists at pedestrian crosswalk signals.
- Explore innovative designs for bicycles at intersections. This includes modifying pedestrian crosswalk signals to have separate push-buttons or sensors to detect bicyclists, pedestrians, and motor vehicles. This allows the traffic signal to stop arterial traffic for a shorter amount of time for bicyclist crossings than for pedestrian crossings. Separate crossing signals are provided for bicycles and pedestrians at these intersections. The City of Tucson, AZ has successfully used this signal design. Bicycle boxes should also be considered at signalized locations with high numbers of left turning bicyclists. The design of all types of traffic signals should not confuse pedestrians and should comply with the Americans with Disabilities Act.
- Improve bicycle accommodations on bridges. Bicycle accommodations on bridges need to be improved as well as on their approaches and access ramps. In the short-term, bicycle access should be improved using signage, marking, maintenance, and other spot improvements. In the long-term, as bridges are repaired or replaced, they should be studied to determine the demand for bicycle facilities. If needed, the bridge project should include new facilities or retrofitted with facilities that provide appropriate bicycle access (e.g., bicycle lanes or wide sidewalks - minimum 10 feet wide). Bridges are critical for providing bicycle connectivity throughout Spokane.
- Explore the possibility of using "Bicyclists Allowed Use of Full Lane" signs. These signs should be considered in high-traffic areas, such as Downtown Spokane, to remind motor vehicle drivers of the legal right of bicyclists to use the roadway. Guidelines for use of these signs, including number of travel lanes, speed limits, and other roadway factors will need to be developed. The signs have been used in San Francisco.
- Explore the possibility of using "Share the Road" with bicycles signs. There are places where "Share the Road" signs may help alert motorists to the presence of bicyclists. For example, these signs could be posted along the Signed Shared Roadways as designated on the Bikeway Network Map.
- Pedestrian crosswalk signal design (i.e., improve access for both pedestrians and bicyclists).

- Additional locations for pedestrian pathways with bicycles permitted (e.g., potential pathways through parks, improvements to stairs).

Action 1.5: Provide wayfinding guidance through complicated connections in the Bikeway Network.
Wayfinding signs and pavement markings should be provided to help bicyclists navigate through complicated sections of the Bikeway Network (in addition to official Signed Bicycle Routes). There are a number of locations in the city where it may be necessary to use non-arterial streets, alleys, or sidewalks to connect between existing or proposed bicycle facilities. While many of these complicated connections are shown on the Bikeway Network Map, there are currently no signs or markings along the actual connection to facilitate wayfinding. The city should install a combination of signs and markings to guide bicyclists through these connections. Examples include:

- Centennial Trail
- Ben Burr Trail
- Fish Lake Trail.

Action 1.6: Improve the quality and quantity of bicycle facility maintenance.
Bicycle facility maintenance will be improved by establishing clear maintenance responsibilities and by involving the public in identifying maintenance needs. Maintenance agreements between city agencies should be negotiated to take advantage of the strengths of each agency. In addition, there are also opportunities to utilize volunteers to assist with some maintenance tasks. These actions will improve the efficiency and quality of bicycle maintenance in the city.

- Encourage bicycle organizations and other community groups to assist with minor maintenance activities. The city will work with bicycle organizations, community groups, civic organizations, and businesses to provide periodic upkeep along trail corridors. This will help improve bicycle facility safety, reduce maintenance costs, and build goodwill with neighborhood residents.
- Consider creating an “adopt a bike lane” program. A neighborhood or citizen group could work with the city to implement this plan. Potentially, groups could raise the money required for on-street paint, signage and maintenance of a particular bike project within the Master Bike Plan.
- Continue to respond to citizen complaints and maintenance requests. Establish a Bike Spot Safety program to accept maintenance complaints and requests from citizens. Use these requests to make short term improvements and to set maintenance priorities.
- Consider different types of weather and road conditions when developing and maintaining bicycle facilities. Weather and seasonal issues will be considered in the development and maintenance of bicycle facilities within reasonable limits. For example, slip-resistance will be a factor considered in the selection of pavement markings for bicycle facilities. Also on-street bicycle facilities and off-street paths should be swept more frequently to ensure the safety of cyclists. Drainage will also be addressed in the design of all roadways and paths.

Action 1.7: Fix spot maintenance problems on existing city streets and bikeways.
Making maintenance improvements on existing on and off road bicycle facilities should be given high priority. Spot improvements, such as removing of specific surface irregularities, filling seams between concrete pavement sections, and facilitating safe railroad crossings should be made on an as-needed basis. The city should address these maintenance problems in conjunction with utility providers (e.g., utility providers may have responsibility for utility hole covers, steel plates, etc.). Public feedback is critical for identifying maintenance issues.

Action 1.8: Prioritize bicycle facility development and maintenance to maximize the use and safety benefits of these investments.

Several factors will be considered to prioritize bicycle facility development and maintenance. The bicycle improvements that will be made first will be those that serve high volumes of users, improve safety, are cost-effective, and improve geographic equity. Prioritization criteria will be developed and may include the following:

User volumes

- Improve conditions in corridors where there is high potential to increase bicycle trips
- Increase the connectivity and safety of the Bikeway Network
- Improve bicycle conditions (by providing facilities that make bicycle and motorists behavior more predictable) in areas with high numbers of police-reported crashes
- Improve bicycle conditions proactively in locations where there is a high potential risk of crashes

Cost-effectiveness

- Implement bicycle facilities as a part of other projects, such as roadway repaving and reconstruction
- Make improvements that have been identified as important bicycle facilities in previous plans

Geographic equity

- Provide facility connections in areas where bicycle lanes and trails are missing or disconnected
- Implement projects that have been identified as important bicycle facilities by the public

Policy

MBP 2 Bike Parking and other support facilities:

Provide convenient and secure short-term and long-term bike parking throughout Spokane and encourage employers to provide shower and locker facilities.

Actions

Action 2.1: Improve bicycle storage facilities at transit facilities.
Bicycle parking improvements are needed at transit facilities including park and ride lots. This includes providing bicycle racks and lockers and reserving adequate space during transit station construction to provide future bicycle racks and lockers. The following specific actions will be undertaken:

- Provide sufficient space for bicycle storage at transit stations and multimodal hubs.
- Provide sufficient space for bicycle storage at future transit stations and park and ride lots. As transit systems develop in the future, bicycle parking demand should be evaluated to determine the amount of space that is needed for bicycle racks and lockers. Space for bicycle parking should be included in station designs from the onset of a project.
- Work with the Spokane Transit Authority (STA) to develop a safe bicycle storage facility at the downtown transit center. By funding and promoting a staffed bicycle facility at the downtown transit center, Spokane will be showing support for bicycling as a viable form of transportation. This facility will provide a safe place for commuters to store their bicycle. In addition to parking, this facility could provide resources for bicycle repair, maps and other information.

Action 2.2: Increase the availability of bicycle parking throughout the city.
Secure bicycle parking located in close proximity to building entrances and transit entry points is essential in order to accommodate bicycling. Secure bicycle parking helps to reduce the risk of bicycle damage and/or theft. Update the bicycle parking requirements for new developments in Spokane as necessary.

- **Establish a proactive bicycle rack installation program.** A proactive bicycle rack installation program should be established to provide additional bicycle parking in urban areas, particularly on commercial and high-density residential blocks. Schools, libraries, and community centers should also be targeted for bicycle rack installation. It will be important to work closely with adjacent property owners to make sure that racks are properly located and do not interfere with loading zones and other business related activities.
- **Strengthen legislation to require more bicycle racks and lockers as a part of new developments.**
- **Consider installing covered, on-demand, longer-term bicycle parking.** The City of Spokane will work with local agencies and the Spokane Parks and Recreation Department to examine the possibility of installing covered, on-demand, longer-term bicycle parking. Unlike locker facilities, this type of bicycle parking facility also has the advantages of not needing to be rented, not requiring keys, and not being a potential receptacle for trash. Certain types of covered, on-demand bicycle parking facilities can be locked with a padlock provided by the bicyclist.
- **Provide incentives for operators of private parking facilities to add secure, high quality bike parking.** It will be important for the city and transit agencies to maintain bicycle racks and lockers and use enforcement to deter misuse of these facilities. Abandoned bikes and locks can make existing racks unusable. Other racks can be obstructed by planters, news boxes and other street furniture.

Action 2.3: Encourage office development and redevelopment projects to include shower and locker facilities.
The city should amend its development ordinance to strengthen existing requirements for shower and locker facilities based on employment densities. For employees who are considering bicycling to work, such facilities make it possible to shower and change into work clothes after the commute.

Policy

MBP 3 Education, law enforcement and crash analysis:

Educate bicyclists, motorists, and the general public about bicycle safety and the benefits of bicycling and increase bicyclist safety through effective law enforcement and detailed crash analysis.

Actions

Action 3.1: Educate Spokane's transportation system users about all bicycle facilities, including new elements. Additionally, perform community-wide efforts to increase public awareness of the rights of cyclists on the road.
The city will provide Spokane residents with information about the purpose of new bicycle facility treatments (e.g., ((~~bicycle boulevards~~)) neighborhood greenways, shared lane markings, etc.) and safe behaviors for using these facilities. The city will work with the Spokane Police Department (SPD) to educate users about the new facilities, including the following strategies:

- Develop web pages and disseminate information about each treatment.
- Install temporary orange warning flags, flashing lights, or cones at locations where new facilities are installed, where appropriate.
- Increase police patrols for a period of time as roadway users adjust their behavior after a new facility is installed.

Action 3.2: Promote bicycle education and encouragement in Spokane through partnerships with community organizations and schools.

Action 3.3: Develop a Bicycle Crash Report "cheat sheet" so officers reporting bicycle crashes include necessary information for crash analysis.
This is needed for development of engineering, safety education and for enforcement program.

- The city should analyze bicycle crash data to determine bicycle safety improvement goals; to determine causal factors leading to such crashes and to identify locations where such crashes commonly occur.
- Engineers will work with the Spokane Police Department to enable them to develop traffic law enforcement plans that are responsive to these identified safety problems.

Action 3.4: Increase enforcement of bicyclist and motorist behavior to reduce bicycle and motor vehicle crashes.
The City of Spokane will work with the Spokane Police Department (SPD) to enforce laws that reduce bicycle/motor vehicle crashes and increase mutual respect between all roadway users. This enforcement program will take a balanced approach to improving behaviors of both bicyclists and motorists.

Motorist behaviors that will be targeted include:

- Turning left and right in front of bicyclists.
- Passing too close to bicyclists.
- Parking in bicycle lanes.
- Opening doors of parked vehicles in front of bicyclists.
- Rolling through stop signs or disobeying traffic signals.
- Harassment or assault of bicyclists.

Bicyclist behaviors that will be targeted include:

- Riding the wrong way on a street.
- Riding with no lights at night.
- Riding without helmets.
- Riding recklessly near pedestrians on sidewalks.
- Disobeying traffic laws.

Bicyclist safety is a shared responsibility between all roadway users. Enforcement priorities should be established through a collaborative process involving the Bicycle Advisory Board and the Spokane Police Department.

Action 3.5: Support efforts to obtain funding for bicycle education and enforcement programs.

Action 3.6: Convert current bike route network signage to a destination based network.
The city will begin to use signs to mark bicycle routes that identify distances, destinations and directions.

Action 3.7: If proven to be safe and effective, construct Bike Boxes at select and appropriate signalized intersections.
A Bike Box is an advance stop bar for bicycles. It provides a safe area for bicyclists to wait at traffic controls/signals that allow them to get an advance start on motor vehicle traffic, which stages at a stop bar behind the bicyclist. Often, the pavement within a Bike Box is painted**.**

Policy

MBP 4 Secure Funding and Implement Bicycle Improvements:

Develop a collaborative program between a variety of city departments and agencies and several outside organizations to implement the Master Bike Plan.

Discussion: Implementation of this Plan will be a collaborative effort between a variety of city departments and agencies and several outside organizations. The Bicycle/Pedestrian Coordinator will lead this effort and will work with city staff so that the Plan recommendations are implemented as a part of their regular work. The Transportation Department will provide technical expertise on issues related to bicycling and ensure that implementation of the Plan moves forward.

Key divisions within the city for planning and implementing bicycle improvements include:
• Street Department
• Engineering/Capital Projects/Design
• Planning Services
• Police Department

Progress on implementing the Plan will be monitored on an annual basis with the goal of completing most of this Plan by 2020.

Every transportation project offers an opportunity to implement a piece of this Master Bike Plan. Therefore, institutionalizing bicycle improvements will be essential for successful implementation of this Plan. As stated in Action item 4.1, bicyclists' needs should be considered in the planning, design, construction, and maintenance of all transportation projects in the city.

Actions

Action 4.1: Provide bicycle facilities as a part of all transportation projects to all possible extents.
Incorporate requirements for bicycle facilities in the city Engineering Standards Manual, standard specifications, and standard plans.

- Actively seek opportunities to provide bicycle lanes, shared lane markings, and other on-road bicycle facilities as a part of repaving projects. (This includes roadways in the Comprehensive Plan Planned Bikeway Network as well as viable alternatives to the routes proposed, if necessary.)
- Develop trails in conjunction with the installation of underground cable, water, sewer, electrical, and other public or private efforts that utilize or create linear corridors. If possible, develop new trails along these utility corridors.
- Continue to develop trails in railroad corridors no longer needed for railroad purposes. Where appropriate, develop trails adjacent to rails.
- Leverage other types of projects that could potentially include bicycle facilities.
- Fix potholes, surface hazards, sight distance obstructions, and other maintenance problems on a regular basis.

Action 4.2: Dedicate funding for bicycle project planning and implementation.

Action 4.3: A Bicycle Program should provide the necessary staff expertise and commitment to implement the Bikeway Network within 20 years.

Action 4.4: Continue to make minor improvements for bicycling through the Bicycle Spot Improvement Program.
Spokane should continue to make the following types of improvements through this program:

- Surface improvements (patch potholes, fill seams between concrete panels in the street, replace drain grates, etc.).
- Signing and striping (bicycle lane striping and stenciling, motor vehicle warning signs at trail crossings, etc.).
- Access improvements (adjust electronic detection for bicyclists at traffic signals, traffic island modification, etc.).
- Sidewalk bicycle rack installation.
- Other low cost bicycle improvements as appropriate.

Action 4.5: Continue to receive regular input and guidance from the Bicycle Advisory Board.
The Bicycle Advisory Board should continue to provide regular input and guidance regarding bicycle issues. This will include monitoring the progress of implementation.

Action 4.6: Provide bicycle planning and facility design training for appropriate project-level staff and consultants, and encourage staff from other agencies to attend.
Staff and consultants working on projects that affect bicycle access, directly or indirectly, should be strongly encouraged to attend training sessions on bicycle planning and facility design.

Action 4.7: All divisions of the City of Spokane should consult the Master Bike Plan when working on all projects.
All divisions should consult this Plan to ensure that the recommended facilities and maintenance practices are implemented in accordance with this Plan. For roadway repaving and reconstruction projects, the Master Bike Plan recommendation represents the best option. As conditions change, better alternatives to the proposed bicycle network may form. Further study, additional public involvement and consultation with the Bicycle Advisory Board may ultimately result in an even better strategy to provide bicycle access.

Action 4.8: Integrate the recommendations of the Master Bike Plan into other city ordinances, plans, and guidelines.

Action 4.9: Coordination within the city and between the agencies and organizations where necessary to implement the Master Bike Plan.

Action 4.10: Update the Master Bike Plan on a regular basis.

Action 4.11: Evaluate new bicycle facility treatments.
New bicycle treatments should be evaluated to determine their effectiveness. For guidance on the type of bicycle facility treatments to be used, the city will use the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD). Brief studies of these facility treatments should be done in the first three years after the Plan is adopted, and the results of these evaluations will be used to refine, adjust, and guide the future use (or discontinuation) of these treatments. This includes evaluating the following facilities (potential evaluation measures are shown in parenthesis):

- Shared lane and bicycle lane markings (evaluate their use by bicyclists, placement relative to parked cars and vehicles in travel lanes, maintenance needs, effects of any travel lane rechannelization and/or narrowing on the safety and comfort of all roadway users).
- Signage and wayfinding (assessment by stakeholders, use by bicyclists, interpretation of signs, effectiveness of sign and/or pavement marking placement).

MASTER BIKE PLAN PART 2 – BIKEWAY NETWORK MAPS AND FACILITY DEFINITIONS

Providing a network of bicycle facilities throughout Spokane is fundamental to achieving the goal of this Plan. Additional bike lanes, roadway crossing improvements, multi-use trails, and other facilities are needed in some areas of the city in order to encourage more Spokane residents to bicycle.

Bikeway Network Definition

Implementation of this Plan will establish roughly a 160-mile network of bikeways throughout the city of Spokane. This Bikeway Network is composed of all of the locations throughout the city where specific improvements have either already been made or are proposed in the future to accommodate bicycles. Almost all Bikeway Network segments will have some type of visible cue (i.e. a bike lane, a bike route sign, a pavement marking, a trail, etc.) to indicate that special accommodations have been made for bicyclists. While the network will provide primary routes for bicycling, it is important to note that, by law, bicyclists are permitted to use *all* roadways in Spokane (except limited access freeways or where bicycles are otherwise prohibited). Therefore, the Bikeway Network will serve as a core system of major routes that can be used to safely access all parts of the city and other parts of the transportation system.

Portions of the Bikeway Network identified as "short-term" are recommended to be implemented in the next 6 years. Other segments of the network may require a longer period to implement due to their higher complexity. The completed Bikeway Network will connect all parts of the city and will provide a bicycle facility within one-half mile of most Spokane residents.

Bikeway Network Maps

Bicycle Facility Network Development Maps- Spokane's bicycle facilities network, identified on the graphic by red lines, includes bike lanes, multi-use trails, ((~~bicycle boulevards~~)) neighborhood greenways, marked/shared roadways, shared use lanes, and other facilities. These maps do not include the residential streets that serve to connect the bicycle facilities network. The development of bicycle facilities is expected to take place over the course of the next 20 years. A number of unforeseen circumstances may affect the way that Spokane's bike network will develop. The Bicycle Facility Network Development Maps are not intended to define a specific time frame for the development of bike facilities within the city. These maps represent how the network may develop over time recognizing that the network cannot be created immediately. If an opportunity to develop any of the facilities on the map arises, that opportunity should be pursued.

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1. **Existing Network Map-** This map shows all of the existing bike lanes and multiuse paths in Spokane at the time of the adoption of the Master Bike Plan.

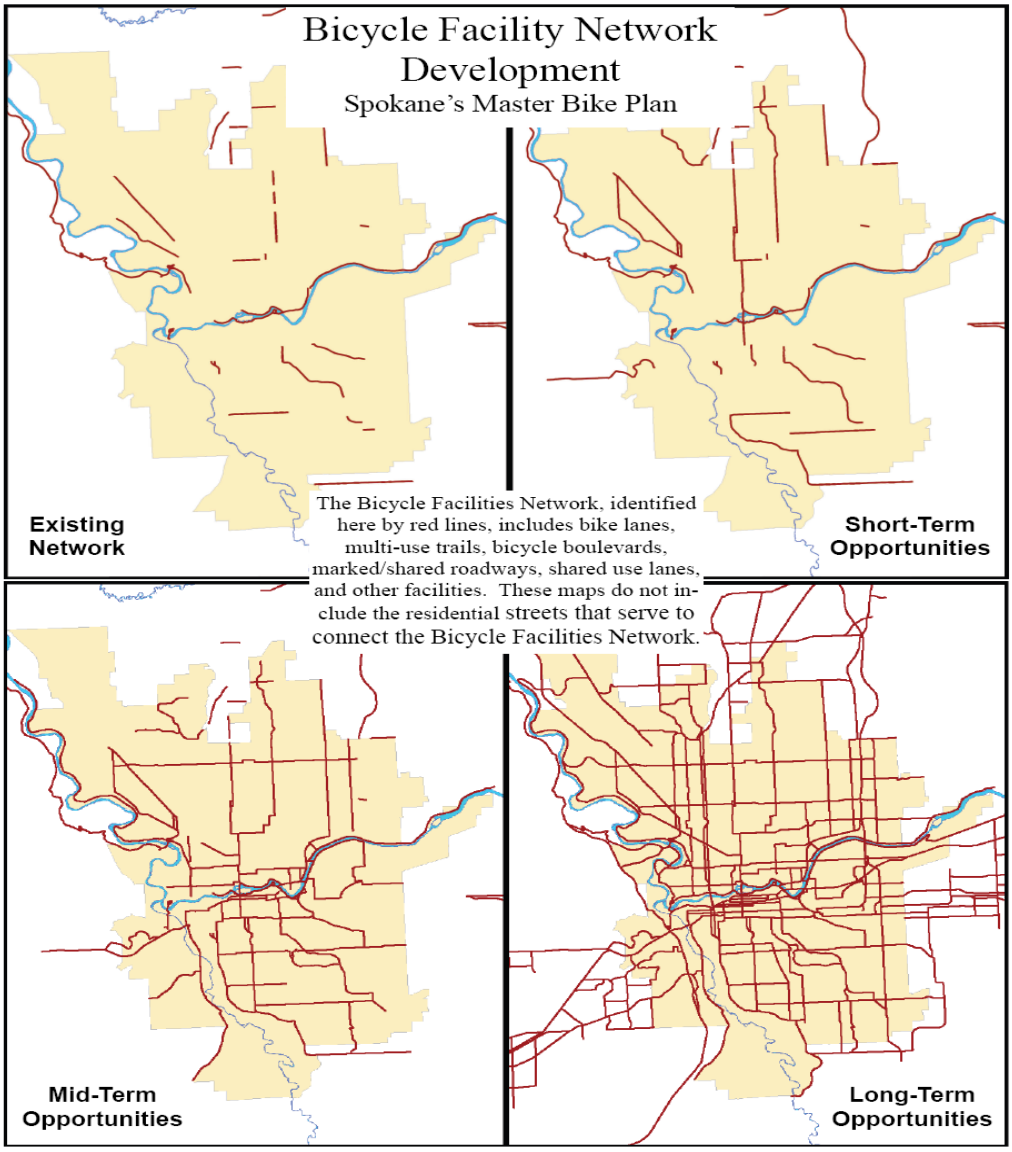
2. **Short-Term Opportunities Map -** These opportunities may be chances to add bicycle facilities to planned street projects if funding is found. These are also considered "high priority projects" that could be completed easily and would significantly improve Spokane's bikeway network.

3. **Mid-Term Opportunities Map -** The mid-term opportunities are further connections to the short-term facilities. These projects may need more analysis to determine the most appropriate route.

4. **Long-Term Opportunities Map -** The long-term opportunities are projects that are more difficult to complete, require a lot of money (Ex. Bridge improvements, tunnel

construction, large sections of trails completed, etc.) or are less of a priority shown by the feedback from the open houses.

Note: Replace the term "bicycle boulevards" with "neighborhood greenways" in the graphic below.



Bikeway Network Facility Type Map (See 4.10 Map TR 2)- The Bikeway Network Facility Type Map is intended to show where bicycle improvements should be implemented and maintained in the City of Spokane. There are four different classifications on this map: "Signed/Shared", "Bike Lane", ((~~"Bike Boulevard"~~)) "Neighborhood Greenway" and "Shared Use Path". All of these facilities require signs in a combination with other improvements (e.g. a built path or paint on the street). This map is not intended to designate where streets should have a wide "shared lane" without signs. When feasible, all streets should be designed to safely accommodate both automobiles and bicycles. Specific aspects of each design will be included in future project descriptions. This map is intended to show a network of bicycle facility improvements that will encourage more cyclists to safely use the roadways. Cyclists are welcome and encouraged to use any roadway; (with the exception of Interstate 90, Division between Buckeye and "The Y" and the Hamilton off ramp) but this map shows potential and current bicycle routes that may be more direct, have lower traffic volumes, or are safer.

Bikeway Network Facility Definitions

The following section is a description of the legend for the Bikeway Network Facility Map.

((~~Bicycle Boulevard~~)) Neighborhood Greenway:

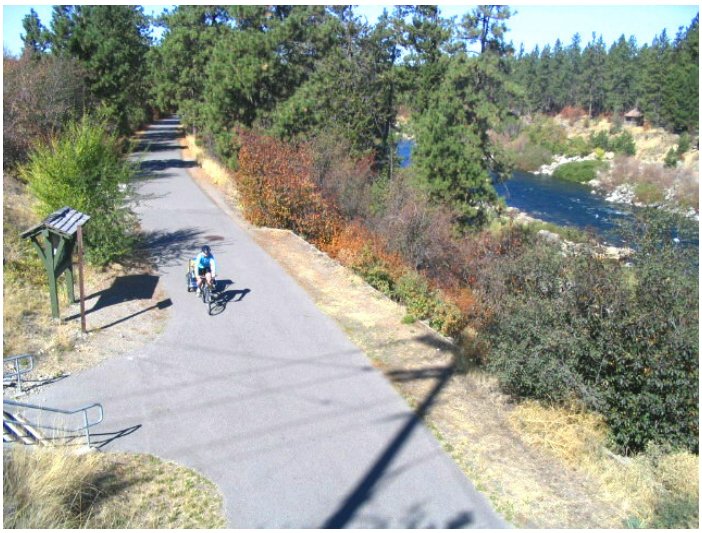
Neighborhood Greenways are natural corridors set aside to connect larger areas of open space and to provide for the conservation of natural resources, protection of habitat, movement of plants and animals, and to offer opportunities for linear recreation, alternative transportation, and nature study. A number of tools can help to transform a roadway into a ((~~bicycle boulevard~~)) neighborhood greenway. ((~~Bicycle boulevards~~)) Neighborhood Greenways are designed for the safe and efficient movement of bicycles and pedestrians. Traffic engineers may use signs, on-street markings or traffic calming devices to create a roadway that prioritizes bicycle traffic. The design of the ((~~bicycle boulevard~~)) neighborhood greenway is flexible and will be tailored to meet the specific needs of the roadway. Below are examples of possible ((~~bicycle boulevard~~)) neighborhood greenway treatments.

Bike Lane:

A bike lane is identified by on-street striping. Typically a bike lane is 5 feet wide. However, bike lanes can be 4 feet wide if there is no if there is no curb or gutter. An on-street marking of a bicyclist and/or street signs identifying the bike lane may accompany the striping. Below are examples of potential bicycle lane designs. The actual design will depend on the roadway width and traffic conditions.

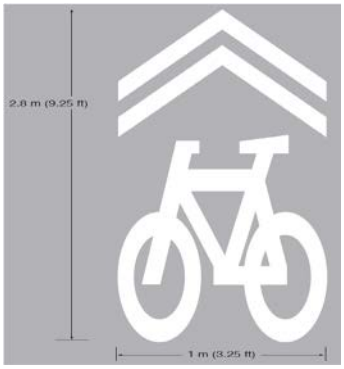
Shared Use or Multiuse Path:

A shared use or multiuse path is an off-street facility designed for certain non-motorized uses. These paths have a minimum width of ten feet to accommodate two-way traffic. These paths are often identified by signs and barriers preventing auto-traffic from using the path.



Marked/Shared Roadway:

A Marked/Shared Roadway designation is typically found on important roadways where bicycle lanes may not be feasible. A Marked/Shared Roadway may use on-street markings and signs to alert motorists and cyclists to the designation. Sharrows are used to remind all roadway users to share the road while directing cyclists out of the “door zone”. In cases of steep terrain, a “climbing lane” should be used on the uphill side of the roadway and sharrows should be used to guide cyclists in the downhill lane.



Shared Roadway:

A shared roadway requires no on-street markings or signs. Typically, this designation is reserved for streets where a wide shoulder or wide lane increases safety and comfort for cyclists and motorists. However, these roadways may be considered for the addition of on-street markings if needed.

Further Evaluation of Bicycle Facility Recommendations

The projects that are shown on the maps will require additional evaluation during the implementation process to determine if there are other factors that may either help or hinder their development. Additional traffic analysis will be needed in some cases to determine the optimum design for specific locations and transportation capacity impacts, with the understanding that the network is a flexible tool that can and should be modified as circumstances dictate. Like other public projects, neighborhood involvement will also be an important part of the evaluation process. Some locations shown on the map may be determined, after more detailed analysis, to require different or more costly improvements and, therefore, may become longer-term projects. However, for every project, the first assumption will be that the bicycle facilities, as shown in the Bicycle Master Plan, will be implemented. If the city decides not to proceed with implementing the Bicycle Master Plan recommendation on a particular roadway an explanation shall be provided to clarify why it is not implementing a recommendation in the Plan.

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, March 2, 2015

Subject

An emergency amendment to the City of Spokane Comprehensive Plan revising the Planned Bikeway Network Map (Map TR 2) and the text of the City of Spokane Master Bike Plan.

The proposal adds or changes the designation of nine bikeway facility areas on Map TR 2, Planned Bikeway Network, constructed since the Master Bike Plan's last revision in 2009. In addition, 17 bikeways proposed to be built soon would be added or changed on Map TR 2. The full list of both built and proposed bikeways is included in **Exhibit A** of the Ordinance. The emergency amendment addresses the absence of adequate and available public facilities or services and is allowed by SMC 17G.020.040(D).

Background

A number of text changes are proposed to the Comprehensive Plan Chapter 4, Transportation, in Sections 4.4 (Goals and Policies), 4.5 (Existing and Proposed Transportation Systems), and 4.9 (Spokane Master Bike Plan). These text changes, shown in **Exhibit B** of the Ordinance, support a renaming of the Bicycle Boulevard classification to Neighborhood Greenway, introduce the concept of a Bike Share Feasibility Study, and provide updates to text on the progress and future of specific projects since the last revision, such as the Fish Lake Trail and Centennial Trail.

Exhibit C shows the locations of the items to be added or changed in the Planned Bikeway Network Map (Map TR 2).

The changes are a narrower set of additions and changes that are consistent with the update of Master Bike Plan being conducted as a part of LINK Spokane. LINK Spokane will result in further changes to the Master Bike Plan that will include bikeways identified in recently adopted neighborhood plans, such as for the South Hill Coalition, Emerson-Garfield, Five Mile Prairie and Southgate.

Action

An ordinance to approve the Comprehensive Plan Amendment will be on the City Council agenda on March 30, 2015 (with City Council Briefing on March 16, 2015, and first reading on March 23, 2015).

SPOKANE CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATION ON THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT FOR REVISIONS TO MAP TR 2 AND CHAPTER 4 TRANSPORTATION - MASTER BIKE PLAN - FILE NO. Z1500003COMP

A recommendation from the City Plan Commission to the City Council to approve proposed Comprehensive Plan Amendments to revise the text of Chapter 4 Transportation and the Master Bike Plan.

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).

B. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Spokane Municipal Code (SMC), Title 17G, Administration and Procedures, chapter 17G.020 Comprehensive Plan Amendment Procedure was used to prepare this proposed amendment to the Comprehensive Plan.

D. SMC chapter 17G.020 "Comprehensive Plan Amendment Procedure" identifies terms and conditions for Comprehensive Plan amendments. Under most circumstances, recommendations for amendments to the Comprehensive Plan may only take place on an annual basis.

E. SMC 17G.020.040 "Amendment Exceptions" outlines conditions under which the Comprehensive Plan may be amended more often than once a year. Provided that all of the amendment criteria have been met, the following type of amendment may be considered more frequently than once a year:

> SMC 17G.020.040(D) Whenever an emergency exists. The plan commission will review a potential emergency situation, with advice from the city attorney's office, to determine if the situation does, in fact, necessitate an emergency comprehensive plan amendment. Findings must demonstrate a need of neighborhood or community-wide significance, and not a personal emergency on the part of a particular applicant or property owner. Potential emergency situations may involve official, legal or administrative actions, such as those to immediately avoid an imminent danger to public health and safety, prevent imminent danger to public or private property, prevent an imminent threat of serious environmental degradation or address the absence of adequate and available public facilities or services.

F. The criteria for an emergency amendment require a demonstration of community-wide significance. The proposal addresses bicycling improvements throughout the city.

G. The criteria for an emergency amendment provide that one example of an emergency situation involves the absence of adequate and available public facilities or services. The proposal provides corrections to the outdated text and Planned Bikeway Network Map TR 2 of the Comprehensive Plan to include facilities that have been constructed since the Master Bike Plan's adoption in 2009, some of which had not been designated in the Plan. In addition, the proposal would designate several bikeways considered as part of projects in the City's 2015-2020 Six-Year Comprehensive Street Program and other contemplated projects where bicycle infrastructure is not adequate and available, either to provide safety for bicyclists or to encourage increased bicycling. Including these bikeways in the

Comprehensive Plan would ensure that Spokane is considered for potential federal or other funds allocated for bicycle improvements when the next opportunity becomes available. The proposal would therefore address an immediate absence of adequate and available public facilities and services by correcting insufficient information regarding constructed facilities and by assisting the completion of identified network gaps.

H. City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR 2, Transportation Options states: *Provide a variety of transportation options, including walking, bicycling, taking the bus, car pooling, and driving private automobiles, to ensure that all citizens have viable travel options and reduce dependency on automobiles.*

I. City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR 4, Efficient and Safe Mobility states: *Design and maintain Spokane's transportation system to have efficient and safe movement of people and goods within the city and region.*

J. City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR 5 Neighborhood Protection states: *Protect neighborhoods from the impacts of the transportation system, including the impacts of increased and faster moving traffic.*

K. City of Spokane Comprehensive Plan, Transportation Chapter, Master Bike Plan Goal MBP 1 Citywide Bicycling Policies states: *Increase use of bicycling for all trip purposes and improve safety of bicyclists throughout Spokane.*

L. City of Spokane Comprehensive Plan, Transportation Chapter, Master Bike Plan Policy MBP 1 Bikeway Network and Bicycle-friendly streets states: *Establish a bikeway network that serves all Spokane residents and neighborhoods and make Spokane's streets safe and convenient for bicycling while considering the current and future needs of all other modes of transportation.*

M. City of Spokane Comprehensive Plan, Natural Environment Chapter, Policy NE 13.1 Walkway and Bicycle Path System states: *Identify, prioritize and connect places in the city with a walkway or bicycle path system.*

N. City of Spokane Comprehensive Plan, Neighborhoods Chapter, Goal N 4 Traffic and Circulation states: *Provide Spokane residents with clean air, safe streets, and quiet, peaceful living environments by reducing the volume of automobile traffic passing through neighborhoods and promoting alternative modes of circulation.*

O. City of Spokane Comprehensive Plan, Neighborhoods Chapter, Goal N 5 Neighborhoods states: *Increase the number of open gathering spaces, greenbelts, trails, and pedestrian bridges within and/or between neighborhoods.*

P. The Spokane City Plan Commission held workshops to study the proposed amendment on December 17, 2014 and January 28, 2015.

Q. Staff requested comments on the Environmental Checklist from City Departments and outside agencies on January 9, 2015. The comment period ended on January 23, 2015. No adverse comments were received from agencies or departments. Comments received from one agency and the chairs of two neighborhood councils suggested additional text for the amendment and inclusion of several bikeways identified in recently adopted neighborhood plans; these comments were provided to staff reviewing the LINK Spokane Transportation update for their consideration as part of that future update to Comprehensive Plan Chapter 4 Transportation.

R. Notice of the proposed Comprehensive Plan Amendment application and State Environmental Policy Act (SEPA) review was sent to agencies, businesses, organizations and neighborhood councils on January 23, 2015. This initiated a 30-day minimum public

comment period. Notice was also published in the *The Spokesman Review* on January 24, 2015 and the *Official Gazette* of the City of Spokane on January 28, 2015 and February 4, 2015. Comments were provided by interested parties.

S. On January 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Comprehensive Plan. An acknowledgement letter from the Department of Commerce was received by the City on January 20, 2015.

T. Staff presented the proposal to the Community Assembly on February 6, 2015. The Community Assembly voted unanimously to support the proposal.

U. Announcement of the Plan Commission's February 25, 2015 hearing was published in *The Spokesman Review* on February 10, 2015 and February 17, 2015. Notice was also provided in the February 18, 2015 issue of the *Official Gazette*.

V. A State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on February 24, 2015 relating to this Comprehensive Plan Amendment.

W. A Public Open House was held on February 17, 2015, in the Chase Gallery in the Lower Level of City Hall, to receive public feedback and respond to questions about the proposal.

X. The proposal was presented at the Bicycle Advisory Board meeting on February 17, 2015. The Board voted unanimously to recommend approval of the proposed amendments to the Master Bike Plan with the stipulation that the very short multiuse path from Pettet Drive to TJ Meenach Bridge be built to a lesser slope according to ADA guidelines and appropriate signage, as well as the northwesterly extension of the Cincinnati Street Greenway north of North Foothills Drive to connect to the bikeway designated at Addison Street.

Y. The City Plan Commission held a Public Hearing on February 25, 2015 to obtain public comments on the proposed amendments; deliberations followed.

CONCLUSIONS:

A. The Plan Commission has reviewed all public testimony received during the public hearings.

B. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for Comprehensive Plan amendments, listed in SMC 17G.020.030.

C. The Plan Commission concluded an emergency of community-wide concern exists that warrants the adoption of this amendment as an emergency amendment outside the City's annual comprehensive plan amendment process.

D. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

RECOMMENDATION:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Comprehensive Plan, with changes as deliberated.

Dennis Dellwo, President
Spokane Plan Commission
February 25, 2015