

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Eighth** Updated Proclamation **20-28.8**, dated **July 31, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **September 1, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **August 17, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code _____ for the 3:30 p.m. Briefing Session or _____ for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, August 17, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**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!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

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

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. 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.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. 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.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. 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, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 17, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**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.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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 by accessing 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.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|---|---------|------------------------------|
| 1. Value Blanket Order Renewal with Core & Main (Spokane Valley, WA) for 6" Fire Hydrants—not to exceed \$225,000 (incl. tax).
Loren Searl | Approve | OPR 2019-0397
BID 5071-19 |
| 2. Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system, which was developed in 2017 to replace the old ePCR system, effective July 21, 2020, through July 20, 2021—\$79,371.78 (incl. tax).
Jay Atwood | Approve | OPR 2017-0356 |
| 3. Contract with CompuNet for Cisco Network Internet Edge and DMZ hardware purchase, implementation, one-year maintenance and support, and five years required licensing—\$269,512.30 (fully covered by replacement funds).
Michael Sloon | Approve | OPR 2020-0643 |
| 4. Contract Extension with Infinite Innovations to support the completion of eSuite Legal Case Management Solution through December 31, 2020—\$41,000.
Dusty Fredrickson | Approve | OPR 2020-0028 |

- | | | | |
|----|--|----------------|---|
| 5. | Contract Amendment/Extension with Spokane Roofing Company, LLC (Spokane) to provide additional R-38 insulation for Sewer Department Lower Roof Replacement from July 15, 2020, through December 31, 2020—additional not to exceed \$18,186.30 (incl. tax). Total cost-to-date is \$114,755.01 (incl. tax). | Approve | OPR 2019-0731
RFB 2019-143 |
| | Dave Steele | | |
| 6. | Memorandum of Understanding between Spokane County and the City of Spokane for a joint application of 2020 Edward Byrne Memorial Justice Assistance Grant—\$144,883, which will be split as follows: City - \$65,197.35 and County - \$79,685.65. | Approve | OPR 2020-0644 |
| | Jennifer Hammond | | |
| 7. | First Amendment/Extension of the Amended Water Supply Agreement with the City of Airway Heights for short-term supplemental emergency water from the City of Spokane. | Approve | OPR 1984-0475 |
| | Scott Simmons | | |
| 8. | Consultant Agreement with Hatch Associates Consultants, Inc. (Seattle, WA) for Upriver Dam Spillway Rehabilitation Phase III Engineering Design and Specifications and STID Update, effective July 15, 2020, through December 31, 2021—\$895,290 (incl. tax). | Approve | OPR 2020-0645
RFQU 5230-20 |
| | Steve Burns | | |
| 9. | Low Bids of: | Approve
All | |
| a. | LaRiviere (Rathdrum, ID) for South Gorge Trail Phase 2 and CSO 22B Separation Projects—\$4,000,342.70 (plus applicable sales tax). An administrative reserve of \$400,034.27, which is 10% of the contract price, will be set aside. (Peaceful Valley Neighborhood) | | OPR 2020-0646
ENG 2019138
ENG 2018111 |
| b. | <u>(To be determined at bid opening to be held on August 10, 2020.) (City, ST)</u> for Ben Burr Crossing—\$. An administrative reserve of \$_____, which is 10% of the price, will be set aside. | | OPR 2020-0616
ENG 2019106 |
| c. | <u>(To be determined at bid opening to be held on August 10, 2020.) (City, ST)</u> for Paving of Unpaved Streets – Altamont Street from 46 th to 49 th and Napa Street from Dalke to Francis—\$. An administrative reserve of \$_____, which is 10% of the price, will be set aside. | | OPR 2020-0648
ENG 2019173
ENG 2019174 |

Dan Buller

- | | | |
|---|------------------------------------|------------------------------|
| 10. Contract Extension with Deeco, Inc. (Raleigh, NC) to provide air quality emission compliance testing at the Waste To Energy Facility from September 1, 2020, through August 31, 2021— not to exceed \$115,000.
Chris Averyt | Approve | OPR 2017-0659
RFP 4378-17 |
| 11. Contract Extension with 5 Star Testing, Inc. for ultrasonic thickness testing at the Waste To Energy Facility from October 30, 2020, through October 29, 2021—additional \$130,000 (incl. taxes).
Chris Averyt | Approve | OPR 2017-0660
RFP 4390-17 |
| 12. Acceptance of Emergency Solutions Grant-Coronavirus (ESG-CV) funding from the Washington State Department of Commerce and approval to subaward funds to eligible organizations through the COVID-19 RFP—\$272,216.81. (Relates to Special Budget Ordinance C35923)
Matt Davis | Approve | OPR 2020-0647 |
| 13. Two-year Contract Extensions, effective July 1, 2020, for State Legislative and Lobbying services with: | Approve
All | |
| a. Luke Esser—\$84,000. | | OPR 2016-0743 |
| b. Nick Federici—\$84,000. | | OPR 2016-1040 |
| Council President Beggs | | |
| 14. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2020-0002 |
| b. Payroll claims of previously approved obligations through_____, 2020: \$_____. | | CPR 2020-0003 |
| 15. City Council Meeting Minutes: _____, 2020. | Approve
All | CPR 2020-0013 |

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE 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 – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35923 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Human Services Grant Funds,
FROM: Commerce COVID ESG - Contractual Services, \$272,217;
TO: Commerce COVID ESG - Various Accounts, same amount.

(This action provides funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.) (Relates to Consent Agenda Item No. 12)

Tim Sigler

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0054 Establishing guiding principles for the City of Spokane's role in the criminal justice system in Spokane County. (Council Sponsor: Council President Beggs)
Council President Beggs
- RES 2020-0055 Setting hearing before City Council for September 14, 2020, for the vacation of various right-of-ways south of E. North Foothills Dr. and west of Perry St., as requested by the Spokane School District to accommodate the Northeast Middle School. (Council Sponsor: Council President Beggs)
Eldon Brown
- RES 2020-0056 Setting hearing before City Council for September 21, 2020, for the vacation of the north half of Rosewood Ave. between the east line of Helena St. and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition, as requested by Jon and Nicol Whipple. (Council Sponsor: Council President Beggs)
Eldon Brown
- RES 2020-0057 Setting hearing before City Council for September 21, 2020, for the vacation of Grant Street between the north line of 5th Ave. and the south line of I-90, as requested by Daren Doneen. (Council Sponsor: Council President Beggs)
Eldon Brown
- RES 2020-0058 Recognizing the Grand Boulevard Transportation and Land Use Study ("the study") as a declaration of the Comstock Neighborhood desired future conditions in the Grand District Center, providing direction for neighborhood-based improvement activities, as well as neighborhood priorities involving future projects. (Council Sponsor: Council President Beggs)
Melissa Wittstruck
- ORD C35921 Relating to the executive and administrative organization of the City; amending SMC sections 3.01A.210, 3.01A.225, 3.01A.245, and 3.01A.365, and adopting a new section 3.01A.367 to chapter 3.01A of the Spokane Municipal Code. (Deferred from August 3, 2020, Agenda) (Council Sponsor: Council Member Stratton)

Meghan Steinolfson**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35819
(Amended) Vacating portions of Alameda Ct., in the plat of Crowder's Addition and more particularly described in the (amended) ordinance (as requested by Community Frameworks).
Eldon Brown
- ORD C35924 Granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA.
Tim Szambelan
- ORD C35925 Amending land use and zoning maps for a 73-acre area within the South University District subarea.
Christopher Green
- ORD C35926 (To be considered under Hearings Item H1.b.)
Eldon Brown
- FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS**HEARINGS****RECOMMENDATION**

- | | | | |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on vacation of portions of Cleveland Avenue and Nevada Street in the City of Spokane as requested by Catholic Charities. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C35926 vacating portions of Cleveland Avenue and Nevada Street in the City of Spokane. (Council Sponsor: Council President Beggs) | Further
Action
Deferred | ORD C35926 |
- Eldon Brown**

Motion to Approve Advance Agenda for August 17, 2020
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED) – WILL NOT BE HELD

ADJOURNMENT

The August 17, 2020, Regular Legislative Session of the City Council is adjourned to August 24, 2020.

NOTES

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

08/17/2020

Date Rec'd

7/21/2020

Clerk's File #

OPR 2019-0397

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

LOREN SEARL 625-7851

Project #**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

Bid #

5071-19

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

4100 - 6" FIRE HYDRANTS - ANNUAL VALUE BLANKET RENEWAL

Agenda Wording

Renewal of existing value blanket order with Core & Main (Spokane Valley, WA) not to exceed \$225,000.00 including tax.

Summary (Background)

RFQ #5071-19 for 6" Fire Hydrants - Annual Value Blanket was publicly solicited in May 2019. Four quotes were received. Award was correspondingly recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This represents the first annual renewal with no change in cost at mutual consent; three annual renewal options remain.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 225,000.00

4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

Study Session\Other

PSCHC 8/3/2020

Division Director

SIMMONS, SCOTT M.

Council Sponsor

PRESIDENT BEGGS

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

PICCOLO, MIKE

sjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

WAHL, CONNIE

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	6" Fire Hydrants – Annual Value Blanket
Date:	3 August 2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org, x7851
City Council Sponsor:	Breean Beggs, Council President
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	The existing value blanket for these products expired June 19, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of 6" Fire Hydrants in varying bury depths on an as-needed basis to support new construction and necessary replacements over a one-year period.
Background/History: RFQ #5071-19 for 6" Fire Hydrants – Annual Value Blanket was publicly solicited in May 2019. Four quotes were received. Award was correspondingly recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This represents the first annual renewal with no change in cost at mutual consent; three annual renewal options remain.	
Executive Summary: <ul style="list-style-type: none"> Renewal recommended with Core & Main (Spokane Valley, WA) not to exceed \$225,000.00 including tax First renewal at no change in cost, three renewal options remain Original RFQ #5071-19 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/15/20

Type of expenditure: Goods ☒ Services ☐

Department: Water

Approving Supervisor: Loren Searl

Amount of Proposed Expenditure: \$225,000

Funding Source: Water Department Budget

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Current value blanket expired 6/19/20.

What are the impacts if expenses are deferred?

We will not have hydrants to install for public works projects or for hydrant replacements.

What alternative resources have been considered?

None.

Description of the goods or service and any additional information?

Renewal of Value Blanket 301062.
 6" Mueller Super Centurion National Standard Fire Hydrants
 -5.0' Bury - \$1693.00ea
 -5.5' Bury - \$1730.50ea
 -6.0' Bury - \$1768.00ea

Person Submitting Form/Contact: Ryan Treffry x7817

FINANCE SIGNATURE:

DocuSigned by:


 CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:


 9C36E3376992442...



Agenda Sheet for City Council Meeting of:
08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 2017-0356
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR21861
Agenda Item Name	ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE

Submitting Dept	FIRE
Contact Name/Phone	JAY ATWOOD X7005
Contact E-Mail	JATWOOD@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE

Agenda Wording

Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$79,371.78 including tax.

Summary (Background)

ESO Solutions, Inc. developed and replaced the incident record management system in 2017 for the Fire Department. The system is vital for reporting incidents to Fire crews and maintaining records. As part of the original agreement (OPR 2017-0356) the City agreed to pay annual subscription fees for maintenance and support of the software.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$79,371.78	# 1970-35142-22100-54820-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	PSC 8/3/2020
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	fireaccounting@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	scott.kelly@esosolutions.com	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire/IT
Subject:	OPR2017-0356 Annual Subscriptions with ESO Solutions to maintain the incident record management system for the Fire Department.
Date:	6/11/2019
Contact (email & phone):	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> <p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system. This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2020 through July 20, 2021. Annual cost will be approximately \$79,371.78 (including tax). This is the 3rd annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>	
<u>Budget Impact:</u> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 07/15/2020 **Type of expenditure:** Goods ☐ Services ☒

Department: Fire/EMS

Approving Supervisor: Jay Atwood, X7005

Amount of Proposed Expenditure: \$79,371.78

Funding Source: 1970-35142-22100-54820-99999

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is annual software maintenance that covers updates and support for our electronic patient care and fire reporting software. It is necessary to meet State NEMSIS and NFIRS requirements.

What are the impacts if expenses are deferred?

This is required on an annual basis and cannot be deferred.

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

This maintenance allows the continued use of our Fire and Medical incident record management and reporting software. This includes cloud hosting and storage and reporting to the State Fire Marshal's Office.

Person Submitting Form/Contact: Jay Atwood / jatwood@spokanecity.org

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

City Clerk's No. OPR 2017-0356



City of Spokane

CONTRACT RENEWAL

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

THIS Contract Renewal is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **ESO SOLUTIONS, INC.**, whose address is PO Box 679449, Dallas, Texas 75267-0324, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 21, 2020 and shall run through July 20, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SEVENTY NINE THOUSAND THREE HUNDRED SEVENTY ONE AND 78/100 DOLLARS (\$79,371.78)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

ESO SOLUTIONS, INC.

DocuSigned by:
By Matt Walker 6/24/2020
Signature Date

Matt Walker
Type or Print Name

COO
Title

Attest:

City Clerk

**CITY OF SPOKANE
FIRE DEPARTMENT**

DocuSigned by:
By Brian Schaeffer 6/24/2020
Signature Date

Brian Schaeffer
Type or Print Name

Fire Chief
Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:


Exhibit A – ESO Invoice dated June 21, 2020
Exhibit – Certificate Regarding Debarment

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

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

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

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

ESO _____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
Matt walker _____ Name of Certifying Official (Type or Print)	DocuSigned by:  _____ Signature 6/24/2020 _____ Date (Type or Print)
_____ Title of Certifying Official (Type or Print)	



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

Invoice

Date: 6/21/2020
Invoice # ESO-36548
Terms Net 30
Due Date 7/21/2020
PO#

Bill To

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

Ship To

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

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO EHR Suite	7/21/2020	7/20/2021	1	Incidents	\$48,300.00	\$4,500.00	\$43,800.00
Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.							
Telestaff Integration	7/21/2020	7/20/2021	125,000	Incidents	\$2,595.00	\$0.00	\$2,595.00
Integration with Telestaff Rostering to place staff on the appropriate calls.							
Fire Incidents (by Volume)	7/21/2020	7/20/2021	1	Incidents	\$23,495.00	\$0.00	\$23,495.00
Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.							
EHR - First Watch Interface	7/21/2020	7/20/2021	1				\$2,995.00
Enables transfer of EHR data to First Watch.							

Invoice Message:

Remit Payment to:

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

Amounts invoiced are per your agreement(s) (which may include annual escalation).

Questions? Contact:
AccountsReceivable@eso.com
866-766-9471 option 8

Tax ID: 36-4566209

Total (Without Tax):	\$72,885.00
Tax:	\$6,486.78
Grand Total:	\$79,371.78
Amount Paid/Credit:	\$0.00
Total Recurring:	\$79,371.78
Total One-Time:	
Invoice Balance:	\$79,371.78

Pay Online

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/1114288/?amount=7839352.66

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/1114288/?card=false



ESOSOLU-01

DRCOOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

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

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

PRODUCER Alliant Insurance Services, Inc. 3600 N Capital of Texas Hwy #200 Austin, TX 78746	CONTACT NAME: David Cook PHONE (A/C, No, Ext): (918) 728-6064 FAX (A/C, No): (918) 728-6063 E-MAIL ADDRESS: DRCook@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ESO Solutions, Inc. 11500 Alterra Parkway, Suite 150 Austin, TX 78758	INSURER A: Continental Insurance Company	NAIC # 35289
	INSURER B: Continental Casualty Company	20443
	INSURER C: Chubb Indemnity Insurance Company	12777
	INSURER D: Steadfast Insurance Company	26387
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6083451840	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6083451790	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6083451756	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7182-73-01	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O/Cyber			EOC122064701	5/1/2020	5/1/2021	Each Claim 10,000,000
D				EOC122064701	5/1/2020	5/1/2021	Aggregate 10,000,000


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

Errors & Omissions/Cyber: Newly acquired or created entities have coverage only for actual or alleged wrongful acts taking place or events commencing after such acquisition or creation.

The general liability and auto liability policies include blanket additional insured and blanket waiver of subrogation endorsements when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [ESO SOLUTIONS INC](#)

License Information:

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

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

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Jun-30-2021	Jun-12-2020

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

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

The Business Lookup information is updated nightly. Search date and time: 7/15/2020 3:25:19 PM

Working together to fund Washington's future

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

OPR 2020-0643

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Cross Ref #**Project #****Bid #****Requisition #**

CR21870

Agenda Item Name

5300 COMPUNET CISCO INTERNET EDGE MAINTENANCE AND SUPPORT

Agenda Wording

Cisco network Internet Edge and DMZ hardware purchase, implementation, 1 year maintenance and support and 5 years required licensing from CompuNet. Contract total is \$269,512.30 and is fully covered by replacement funds.

Summary (Background)

Upgrade the existing network (hardware and infrastructure topology) that provides access to: 1) Internet, 2) DMZ (servers that provide data to external users/customers), and 3) County/PSB campus, requires new equipment and a re-design of the infrastructure. The new equipment and re-design will improve network redundancy, increase network data capacity, improve network resiliency, increase data security, and enable increased capacity for future demands.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 269,512.30

5310-73100-94000-56409

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

FINCH, ERIC

Finance

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

08/3/2020 Public Safety

Council Sponsor**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

dcasey@compunet.biz

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Internet Edge Hardware Upgrade
Date:	August 3, 2020
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org, 625-6948
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Replacement Funds: 5310-73100-94000-56409
Strategic Initiative:	Sustainable Resources
Deadline:	August 24, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade existing Internet Edge hardware

Background/History:

Upgrade the existing network (hardware and infrastructure topology) that provides access to: 1) Internet, 2) DMZ (servers that provide data to external users/customers), and 3) County/PSB campus, requires new equipment and a re-design of the infrastructure. The new equipment and re-design will improve network redundancy, increase network data capacity, improve network resiliency, increase data security, and enable increased capacity for future demands.

This contract with CompuNet, Inc. provides Cisco network hardware, professional implementation services, one year maintenance and support, and five years of required license coverage.

Executive Summary:

- Cisco network hardware purchase, implementation, 1 year maintenance and support and 5 years required licensing from CompuNet, Inc.
- Contract total is \$269,512.30 and is fully covered by replacement funds. Pricing utilizes WA NASPO contract #AR233(14-19) 01114.
- Hardware, support and maintenance contract term is August 24, 2020 to August 23, 2021
- Required DNA licensing contract term is August 24, 2020 to August 23, 2025

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 07/28/2020 **Type of expenditure:** Goods ☒ Services ☐

Department: ITSD

Approving Supervisor: THERESA PELLHAM

Amount of Proposed Expenditure: \$269,512.30

Funding Source: ITSD 5310 CAPITAL REPLACEMENT FUNDS

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The existing network (hardware and infrastructure topology) that provides access to: 1) Internet, 2) DMZ (servers that provide data to external users/customers), and 3) County/PSB campus, requires new equipment and a re-design of the infrastructure. The new equipment and re-design will improve network redundancy (eliminate single-points of failure), increase network data capacity, improve network resiliency, increase data security, and enable increased capacity for future demands.

What are the impacts if expenses are deferred?

A DMZ failure would cause our websites, PSB connectivity, NetMotion and other Internet dependent services to go offline until hardware replacements could be procured and installed.

What alternative resources have been considered?

Multiple designs were considered over many sessions with our vendor and consultants to address cost, flexibility, redundancy and supportability. This is the optimal implementation that meets all design criteria.

Description of the goods or service and any additional information?

This contract with CompuNet, Inc. provides Cisco hardware, implementation, one year maintenance and support and five years required licensing. The contract cost is fully covered by replacement funds.

Person Submitting Form/Contact: THERESA PELLHAM

FINANCE SIGNATURE:

DocuSigned by:

Tanya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...



City of Spokane

CONTRACT

Title: **CISCO NETWORK INTERNET EDGE,
DMZ HARDWARE PURCHASE,
IMPLEMENTATION AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is PO Box 41082, Salt Lake City, Utah 84141, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19).

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with Cisco Network Internet Edge and DMZ hardware purchase, implementation and 1 year maintenance in accordance with CompuNet, Inc.'s Quote No. DE147040, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin August 24, 2020, and run through August 23, 2021, for the hardware, software, and maintenance support. The DNA Licensing shall begin August 24, 2020, and run through August 23, 2025, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **TWO HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED TWELVE AND 30/100 DOLLARS (\$269,512.30)**, including tax and shipping for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
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. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 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 the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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 the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against

and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. 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 Company 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 Company 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company 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.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. 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.

COMPUNET, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – CompuNet, Inc.'s Quote

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

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B

Bill To:

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

Ship To:

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

Quote Information:

Quote #: DE147040
Version: 1
Delivery Date: 07/08/2020
Expiration Date: 07/24/2020

Prepared by:

Doug Eason
(208) 286-3026
deason@compunet.biz

Prepared for:

Del Murphy
(509) 625-6982
dimurphy@spokanecity.org

Hardware

Description		List Price	Price	Qty	Ext. Price
N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28	\$30,000.00	\$13,050.00	4	\$52,200.00
NXOS-9.3.4	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.4	\$0.00	\$0.00	4	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	4	\$0.00
NXK-MEM-8GB	Additional memory of 8GB for Nexus Switches	\$623.00	\$271.00	4	\$1,084.00
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	\$0.00	8	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	8	\$0.00
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	\$0.00	20	\$0.00
N93-LAN1K9	LAN Enterprise License for Nexus 9300 Platform	\$8,000.00	\$3,480.00	4	\$13,920.00
N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	\$36,000.00	\$15,660.00	2	\$31,320.00
MODE-ACI-SPINE	Dummy PID for mode selection	\$0.00	\$0.00	2	\$0.00
ACI-N9KDK9-14.1	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.1	\$0.00	\$0.00	2	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	2	\$0.00
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	\$0.00	4	\$0.00

Hardware

Description		List Price	Price	Qty	Ext. Price
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	\$0.00	\$0.00	4	\$0.00
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	\$0.00	10	\$0.00
QSFP-H40G-CU1M	40GBASE-CR4 Passive Copper Cable, 1m	\$250.00	\$108.75	4	\$435.00
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G, MACsec	\$27,500.00	\$11,962.50	4	\$47,850.00
ACI-N9KDK9-14.1	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.1	\$0.00	\$0.00	4	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	4	\$0.00
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust	\$0.00	\$0.00	8	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	8	\$0.00
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow	\$0.00	\$0.00	16	\$0.00
C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	\$23,761.20	\$10,336.12	4	\$41,344.48
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	\$0.00	4	\$0.00
QSFP-40G-LR4-S=	QSFP 40GBASE-LR4 Trnschr Mod, LC, 10km, Enterprise-Class	\$11,476.00	\$4,992.06	8	\$39,936.48
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$110.00	\$47.85	8	\$382.80
QSFP-H40G-CU1M=	40GBASE-CR4 Passive Copper Cable, 1m	\$273.00	\$118.76	4	\$475.04
QSFP-H40G-CU3M=	40GBASE-CR4 Passive Copper Cable, 3m	\$277.00	\$120.50	10	\$1,205.00
QSFP-H40G-CU5M=	40GBASE-CR4 Passive Copper Cable, 5m	\$414.00	\$180.09	2	\$360.18
Subtotal:					\$230,512.98

Support - 1 Year

Description		List Price	Price	Qty	Ext. Price
CON-SNT-N93YCFX2	SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p	\$1,410.00	\$1,156.20	4	\$4,624.80

Support - 1 Year

Description		List Price	Price	Qty	Ext. Price
CON-ECMU-N93LAN	SWSS UPGRADES LAN Enterprise License for Nexus 9300 PI	\$480.00	\$393.60	4	\$1,574.40
CON-SNT-N9KC9332	SNTC-8X5XNBD Nexus 9K ACI NX-OS Spine, 32p 40/100G	\$1,692.00	\$1,387.44	2	\$2,774.88
CON-SNT-N93YCFX	SNTC-8X5XNBD Nexus 9300 with 48p	\$1,318.86	\$1,081.47	4	\$4,325.88
Subtotal:					\$13,299.96

DX80 Year End Promotion

Description		List Price	Price	Qty	Ext. Price
CP-DX80-K9=	Cisco Webex DX80	\$4,816.00	\$0.00	2	\$0.00
CON-SNT-CPDX80KG	SNTC-8X5XNBD Cisco DX80	\$431.19	\$0.00	2	\$0.00
CP-PWR-CORD-NA	Power Cord, North America	\$0.00	\$0.00	2	\$0.00
Subtotal:					\$0.00

Pro Services

Description		List Price	Price	Qty	Ext. Price
CNet Pro Services-Network	CompuNet Professional Services-Network Services	\$200.00	\$200.00	20	\$4,000.00
Subtotal:					\$4,000.00

Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Ground Shipping To Be Determined, Billed As Actual	\$0.00	\$0.00	1	\$0.00

Quote Summary

Description	Amount
Hardware	\$230,512.98
Support - 1 Year	\$13,299.96
DX80 Year End Promotion	\$0.00
Pro Services	\$4,000.00
Subtotal:	\$247,812.94
Estimated Tax:	\$21,699.36
Total:	\$269,512.30

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

Signature: _____

Printed Name: _____

Date: _____

PO Number: _____

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

COMPUNET, INC.

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0002

Location: Active

Location address: 15320 E MARIETTA AVE STE 6
SPOKANE VALLEY WA 99216-1870

Mailing address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Olympia General Business - Non-Resident	27170			Active	Mar-31-2021	Mar-20-2014
Spokane General Business - Non-Resident				Active	Mar-31-2021	Nov-13-2013
Spokane Valley General Business				Active	Mar-31-2021	Jul-05-2013

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

Governing people	Title
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SCHOO, DAWN

SCHOO, NOLAN

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/15/2020 2:56:46 PM

Working together to fund Washington's future



COMPINC-06

SLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2019

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

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

PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill, Suite 101 PO Box 5815 Boise, ID 83705		CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS:		
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Property Casualty Company of America		25674
		INSURER B : Charter Oak Fire Insurance Company		25615
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		630-2F572289	11/9/2019	11/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0L66165A	11/9/2019	11/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K100505	11/9/2019	11/9/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J954544	11/9/2019	11/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
Innovation and Technology Services Division
808 W Spokane Falls Blvd.
Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

- 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

- 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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

08/17/2020

<u>Date Rec'd</u>	8/6/2020
<u>Clerk's File #</u>	OPR 2020-0028
<u>Renews #</u>	

Submitting Dept	PMO	Cross Ref #	
Contact Name/Phone	DUSTY X 6482	Project #	
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5750 - PMO OFFICE CONTRACT EXTENSION WITH INFINITE INNOVATIONS		

Agenda Wording

Contract extension with Infinite Innovations to support the completion of the eSuite Legal Case Management Solution.

Summary (Background)

This contract would allow the ITSD team the capacity to continue moving the eSeries Project to completion while Infinite Innovations provides the operational support and maintenance capacity for JustWare.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 41,000	# 5750-73250-18880-54201-99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	FREDRICKSON, DUSTY	<u>Study Session\Other</u>	Finance Committee
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<u>Division Director</u>	ORMSBY, MICHAEL	<u>Council Sponsor</u>	
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<u>Finance</u>	WALLACE, TONYA	Distribution List
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<u>Legal</u>	ODLE, MARI	dfredrickson@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	bpaschal@spokanecity.org
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Additional Approvals	kkeck@spokanecity.org
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<u>Purchasing</u>	
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Briefing Paper

Finance Committee

Division & Department:	Office of Performance Management/Project Management Office
Subject:	Infinite Innovations – 2020 Contract Extension (SC 2020-0028)
Date:	7/20/2020
Author (email & phone):	Dusty Fredrickson, PMO - Sr. Project Manager, x-6482
City Council Sponsor:	
Executive Sponsor:	Eric Finch, Chief Innovation & Technology Officer
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This agenda item supports the completion of the eSuite Legal Case Management solution.
Strategic Initiative:	Safe and Healthy
Deadline:	7/31/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Committee approval of the following: <ol style="list-style-type: none"> 1) Extension of SC 2020-0028 through the end of 2020 2) Allocation of PMO (5750) Contractual Services budget to fund the extension
Background/History: Infinite Innovations has been providing JustWare operational support and maintenance capacity since the beginning of 2020 while the ITSD Legal Case Management team supports the eSeries project. Extending this contract with funding will continue to provide the ITSD team with the backfill capacity required to continue moving the eSeries project to completion. Without this additional capacity, the ITSD team will be unable to support eSeries to the level required putting the project's completion at risk.	
Executive Summary: Requesting approval to: <ol style="list-style-type: none"> 1) Extend SC 2020-0028 from August 31st, 2020 to December 31st, 2020 2) Use \$41,000 of PMO Contractual Services budget to fund SC 2020-0028 to the end of the year **This is a budget neutral request.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 2019-0731
Renews #	
Cross Ref #	
Project #	
Bid #	RFB# 2019-143
Requisition #	CR 21814

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVE STEELE X6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 AMENDMENT/EXT FOR ROOF REPLACEMENT (LOWER ROOF) FOR SEWER MAINTENANCE

Agenda Wording

Amendment and Extension for Spokane Roofing Company, LLC (Spokane, WA) to provide additional R-38 insulation. Amendment cost is \$18,186.30 including tax. Total cost-to-date is \$114,755.01 with tax. Effective 7-15-2020 to 12-31-2020.

Summary (Background)

Original contract with RFB# 2019-143, is for Spokane Roofing Company, LLC, to replace the lower roof of the Sewer Maintenance Building. Amendment calls for Additional R-38 insulation pursuant to Change Order 1 to meet code for this roof replacement. *Please Note: We expect this to be heard on the Urban Development Consent agenda on Aug. 17.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>	
Expense	\$ \$18,186.30	#	4310-43317-35148-54802-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STEELE, DAVID	<u>Study Session\Other</u>	Urban Development 8-17-2020
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	N/A
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	laga@spokanecity.org; dsteele@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	ewickert@spokanecity.org; kbustos@spokanecity.org	
<u>Additional Approvals</u>		kbrooks@spokanecity.org; ablain@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	tprince@spokanecity.org	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure: Goods ☐ Services ☒

Department: Asset Management for Sewer Maintenance

Approving Supervisor: Dave Steele

Amount of Proposed Expenditure: \$18,186.30

Funding Source: 4310-43317-35148-54802-99999

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Additional R-38 insulation is needed pursuant to Change Order 1 to meet code for this roof replacement.

What are the impacts if expenses are deferred?

Roof replacement will not meet UCC codes.

What alternative resources have been considered?

None.

Description of the goods or service and any additional information?

Spokane Roofing is the vendor for this contract, which was bid in August 2019. The vendor will provide and install the additional insulation and complete the job.

Person Submitting Form/Contact: Kim Bustos/Laura Aga

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **SEWER DEPARTMENT LOWER
ROOF REPLACEMENT**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE ROOFING COMPANY, LLC**, whose address is 130 East Sprague Avenue, Spokane, Washington, 99202 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Sewer Department Lower Roof Replacement Project for the City; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 25, 2019 and October 4, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on July 15, 2020 and shall be extended to December 31, 2020.

3. AMENDMENT.

The original Contract is amended to include the following:

Additional R-38 insulation is needed pursuant to Change order 1 to meet code for this roof replacement

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND ONE HUNDRED EIGHTY SIX AND 30/100 DOLLARS (\$18,186.30)** for everything furnished and done under this Contract Amendment/Extension, in accordance with Contractor's Change Order Proposal attached hereto. This is the maximum amount to be paid under

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

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

SPOKANE ROOFING COMPANY, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Spokane Roofing Company's Change Order Proposal

20-111



Change Order Proposal

Project	Sewer Maintenance Bldg. Lower Roof OPR# 2019-0731
Date	June 30, 2020

To: The City of Spokane

We are proposing a change order of \$16,700 plus tax to install R-38 insulation to scope of work to meet energy codes.

The Original Contract Sum was	\$96,568.71
Net change by previously Change Order was	\$0.00
The Contract Sum prior to this change Order was	\$96,568.71
The Contract Sum will be increased by	\$18,186.30
The new Contract Sum including this Change Order will be	\$114,755.01

Includes WSST

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [SPOKANE ROOFING COMPANY, LLC](#)

License Information:

[New search](#) [Back to results](#)**Entity name:** SPOKANE ROOFING COMPANY, LLC**Business name:** SPOKANE ROOFING COMPANY, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 602-224-999**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 130 E SPRAGUE AVE
SPOKANE WA 99202-1604**Mailing address:** 130 E SPRAGUE AVE
SPOKANE WA 99202-1604**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Bellingham General Business	063288			Active		May-24-2018
Liberty Lake General Business - Non-Resident				Active	Aug-31-2020	Nov-21-2018
Minor Work Permit				Active	Aug-31-2020	Jul-05-2016
Spokane General Business	T12043933BUS			Active	Aug-31-2020	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Aug-31-2020	Sep-16-2011

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

Governing people	Title
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SITTON, JEFF

Registered Trade Names

Registered trade names	Status	First issued
ALLIANT ROOFING	Active	Dec-12-2018
SPOKANE ROOFING COMPANY, LLC	Active	Dec-12-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/17/2020 1:06:00 PM

Working together to fund Washington's future



SPOKROO-01

KCREA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2020

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

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

PRODUCER Wheat & Associates Insurance, Inc. PO Box 3548 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 922-2937 FAX (A/C, No): (509) 922-4103 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Clear Blue Specialty Insurance Company	
INSURER B : Cincinnati Insurance Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Spokane Roofing Company LLC
Jeff Sitton
130 E Sprague Ave
Spokane, WA 99202

10677

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		AR01RS2001621	4/11/2020	4/11/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Wa Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0073824	4/11/2020	4/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AR01RS2001621	4/11/2020	4/11/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input checked="" type="checkbox"/> \$ 1,000,000
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations of the named insured.

City of Spokane is Additional Insured pertaining to the General Liability as per form CG2010 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by virtue of written contract	All locations as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 2020-0644
Renews #	
Cross Ref #	OPR 2011-0729
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER HAMMOND 5096254056
Contact E-Mail	JHAMMOND@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-JAG 2020 APPLICATION-JOINT MOU WITH SPOKANE COUNTY AND SPD

Agenda Wording

A joint grant application will be submitted with Council approval by the Spokane Police Dept. and Spokane County in total for \$144,883, which will be split as follows: City - \$65,197.35 and County - \$79,685.65.

Summary (Background)

Each year, the Department of Justice Solicits Grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally, and the fiscal agent of the grant is allowed an additional 10% of the joint money. Approval of MOU is a grant requirement.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u> 8/3/2020
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Council Sponsor</u> Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	emccowan@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kgrytdal@spokanecounty.org
<u>Additional Approvals</u>	Jhammond	
<u>Purchasing</u>	kschmitt	
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	spd finance
		harnold@spokanecounty.org

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Spokane county-Spokane Police Department Joint-JAG 20-App.
Date:	August 3, 2020
Contact (email & phone):	Jennifer Hammond-625-4056, JHammond@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Comprehensive Plan (CFU 1.9)
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	August 3, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Spokane county-Spokane Police Department Joint-JAG 20-App.
<p><u>Background/History:</u></p> <p>Each year, the Department of Justice Solicits Grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally, and the fiscal agent of the grant is allowed an additional 10% of the joint money.</p> <p>The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. A grant application will be submitted in total for \$144,883, which will be split as follows: City - \$65,197.35 and County - \$79,685.65.</p> <p>The Spokane County and Spokane Police Department would like to jointly apply for the recently advertised Department of Justice (DOJ) COVID JAG award in the amount of \$144,883. The Spokane County agrees to use the funds for prosecution and law enforcement equipment. The Spokane Police Department (SPD) agrees to use the funds towards law enforcement equipment.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Approval for the MOU to apply with the Spokane County towards the Edward Byrnes-JAG FY2020 Grant • Total Grant-\$144,883: City-\$65,197.35 & County-\$79,685.65 • Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ. 	
<u>Budget Impact:</u>	

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) No match requirement

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route ALL requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/29/2020

Type of expenditure:

Goods



Services



Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: na

Funding Source: JAG 20- Federal Grant

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

na-This is not COVID related-no form necessary.

What are the impacts if expenses are deferred?

na-This is not COVID related-no form necessary.

What alternative resources have been considered?

Grant funded

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

MEMORANDUM OF UNDERSTANDING BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE

2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between SPOKANE COUNTY ("COUNTY") a political subdivision of the State of Washington having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260 and the CITY OF SPOKANE ("CITY") a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, jointly referred to as the PARTIES.

WITNESSETH:

WHEREAS, the PARTIES are making a joint application for the 2020 Edward Byrne Memorial Justice Grant (JAG) Program hereinafter referred to as the "Grant"; and

WHEREAS, the PARTIES are required in conjunction with the grant application process to sign a Memorandum of Understanding indicating who will serve as the applicant/fiscal agent for the grant as well as to allocate among themselves the grant funds and identify the purposes for which the funds will be used; and

WHEREAS, pursuant to the requirements of the Grant, the PARTIES are desirous of reducing to writing their understanding as to who will serve as the applicant/fiscal agent for the Grant as well as the distribution to each of the PARTIES and the purposes for which the funds will be used; and

WHEREAS, each of the PARTIES finds that the performance of this MEMORANDUM OF UNDERSTANDING is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: DESIGNATION OF APPLICANT/FISCAL AGENT

The PARTIES hereby agree that the COUNTY shall be the designated applicant/fiscal agent in conjunction with the Grant.

SECTION NO. 2: ALLOCATION OF GRANT MONIES

The PARTIES agree that the Grant amount One Hundred Forty-Four Thousand Eight Hundred Eighty-Three Dollars (\$144,883) shall be split among the PARTIES as follows and in accordance with COUNTY Resolution No. 2011-0572:

Spokane County	\$79,685.65 (including 10% administrative costs)
City of Spokane	\$65,197.35

SECTION NO. 3: USE OF GRANT FUNDS BY THE PARTIES

The CITY agrees to use the \$65,197.35 for law enforcement equipment to enhance the safety of the officers and community members.

The COUNTY agrees to use \$32,598.67 of the grant funding for the prosecution and court programs purpose areas of the grant. Funding will be used to fill a support staff position in the prosecution of property and drug crimes for an approximate 7 month time frame during the award period. The Spokane County Sheriff's Office will use \$32,598.68 of the grant funding for the purchase of law enforcement equipment. The purchase of equipment will be used to ensure the safety of the Spokane community. The COUNTY will also use \$14,488.30 for administrative costs related to the Grant.

SECTION NO. 4: LIABILITY FOR CLAIMS

Each PARTY to this MOU shall be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

SECTION NO. 5: THIRD PARTY RIGHTS

The PARTIES to this MOU do not intend for any third party to obtain a right by virtue of this MOU. This Memorandum shall not create any rights in any PARTY not a signatory hereto.

SECTION NO. 6: ENTIRE UNDERSTANDING

This MOU contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this MOU.

SECTION NO. 7: AGREEMENT

Upon award of the Grant, the PARTIES shall enter into an Agreement setting forth the final terms and conditions of the Grant allocation and management.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French, Chair

ATTEST:

Josh Kerns, Vice-Chair

Ginna Vasquez, Clerk of the Board

Mary L. Kuney, Commissioner

Dated: _____

SPOKANE COUNTY SHERIFF

By: _____
Spokane County Sheriff

Dated: _____

SPOKANE COUNTY PROSECUTOR

By: _____
Spokane County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

OPR 1984-0475

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

SCOTT SIMMONS 625-6584

Project #**Contact E-Mail**

SMSIMMONS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4100 AMENDMENT TO EXTEND EMERGENCY WATER TO AIRWAY HEIGHTS.

Agenda Wording

Approval of an extension and an amendment to an agreement that provides Airway Heights with short-term supplemental emergency water from the City of Spokane.

Summary (Background)

Spokane is providing emergency water service to Airway Heights as it works to address PFOS/PFOA contamination. In 2018, Spokane agreed to provide supplemental emergency water in the amount of 1,400 gpm. The agreement allowed for an initial 2-year term and three (3) 1-year extensions. This amendment would authorize the first of the 1-year extensions and amend the agreement to allow for five (5) 1-year extensions. Airway Heights pays the "Outside City Rate to Other Purveyors" for water it uses.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

SIMMONS, SCOTT M.

Study Session\Other

PIES July 27, 2020

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Breean Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

ODLE, MARI

smsimmons@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

eschoedel@spokanecity.org

Additional Approvals

acline@spokanecity.org

Purchasing

atripp@cawh.org

kanderson@cawh.org

mfeist@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement
Date:	7/27/20
Author (email & phone):	Scott Simmons smsimmons@spokanecity.org 625-6584
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water System Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve extension of agreement as provided for under current agreement
Background/History: On April 12, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions. Airway Heights has requested to initial the 1 st of the 1 year extensions.	
Executive Summary: <ul style="list-style-type: none"> City of Spokane is providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water The initial 2 yr term has expired The agreement provides for additional 1 yr extensions Airway Heights has requested the initial 1 year extension 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

**1 of 5 EXTENSION and AMENDMENT of the
AMENDED WATER SUPPLY AGREEMENT
between SPOKANE AND AIRWAY HEIGHTS
AND
EMERGENCY WATER SERVICE**

This Extension and Amendment of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 as ("**Airway Heights**").

*WHEREAS, the parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement "Agreement" on April 12, 2018 wherein the City agreed to provide to **Airway Heights** additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service; and*

WHEREAS, paragraph 5.2.1 provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions; and

WHEREAS, Airway Heights has requested additional time, and thus the Agreement time for performance needs to be formally extended by this written document, see attached Exhibit "A".

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

1. CONTRACT DOCUMENTS.

The original Agreement Contract, dated April 12, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Extension and Amendment shall become effective on June 15, 2020.

3. EXTENSION and AMENDMENT.

The contract documents are hereby extended and shall run through June 15, 2021.

Furthermore, Paragraph 5.2.1 Term is amended to be restated to read as follows:

5.2.1 Term. For a period of two (2) years commencing upon Spokane delivering water to Airway Heights ("Initial Term") at the Point of Delivery, Spokane shall supply water in the amount not to exceed 1,400 GPM through the Emergency Supplemental Connection. Airway Heights upon written notice may request in writing and the Parties may agree to extend the emergency supplemental water service for ~~((three (3)))~~ five (5) additional one year intervals by written agreement ("Extension Periods"). The maximum term of the Emergency Supplemental Connection shall not exceed ~~((five (5)))~~ seven (7) years.

All other terms and conditions in the underlying contract shall remain in full force and effect.

4. COMPENSATION.

Airway Heights shall pay the City per the term "Outside City Rate to Other Purveyors" is as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council, for everything furnished and done under this Contract Extension.

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

CITY OF AIRWAY HEIGHTS

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk
City of Airway Heights

CITY OF SPOKANE

By _____
Signature Date

Nadine Woodard
Type or Print Name

Title

Attest:

City Clerk
City of Spokane

Approved as to form:

Approved as to form:

City Attorney
City of Airway Heights

Assistant City Attorney
City of Spokane

Attachments that are part of this Contract Extension:

A – Letter from Airway Heights to Spokane requesting extension, dated May 29, 2020.

U2020-053

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

08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 2020-0645
Renews #	
Cross Ref #	
Project #	
Bid #	RFQU 5230-20
Requisition #	RE19401

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	STEVE BURNS 509-742-8154
Contact E-Mail	SBURNS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 UPRIVER SPILLWAY REHAB PHASE III ENGINEERING DESIGN & STID UPDATE

Agenda Wording

Proposed contract with Hatch Associates Consultants, Inc. (Seattle, WA) for Upriver Dam Spillway Rehabilitation Phase III Engineering Design and Specifications and STID Update in amt of \$895,290.00 including tax. Effective 7-15-2020 to 12-31-2021.

Summary (Background)

* Update of the Upriver Dam Supporting Technical Information Document (STID) to meet FERC requirements.
* Investigate condition of spillway dam, gates, and dam safety monitoring equipment. * Conceptual design and evaluation of repair and reconditioning needs for the spillway. * Final permitting, specifications, and plans development for Phase III Spillway Rehabilitation construction. \$350,000 from this year's Water Budget, \$450,000 from next year's Water 6-year Capital Budget + admin reserve

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Expense	\$ \$350,000.00	#	4100-42460-34148-54201-15716
Expense	\$ \$545,290.00	#	4100-42460-34148-54201-15716
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BURNS, STEVE	<u>Study Session\Other</u>	7-27-2020 PIES
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	N/A
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI		james.rutherford@hatch.com; ryan.berg@hatch.com
<u>For the Mayor</u>	ORMSBY, MICHAEL		rob.brown@hatch.com
<u>Additional Approvals</u>			smsimmons@spokanecity.org; sburns@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA		crickman@spokanecity.org; emulindangwe@spokanecity.org
			modle@spokanecity.org; sdhansen@spokanecity.org
			tprince@spokanecity.org; laga@spokanecity.org
			kbrooks@spokanecity.org; ablain@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works - Water Department - Upriver
Subject:	Upriver Spillway Rehabilitation Phase III Engineering Design and STID Update – by Hatch, Inc.
Date:	July 14, 2020
Author (email & phone):	Stephen Burns, 509-742-8154, sburns@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water Department Upriver 6-year Capital Plan and Water Department Upriver Maintenance Budgets
Strategic Initiative:	
Deadline:	October 2020 (first deadline)
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> Update of the Upriver Dam Supporting Technical Information Document (STID) to meet FERC requirements. Investigate condition of spillway dam, gates, and dam safety monitoring equipment. Conceptual design and evaluation of repair and reconditioning needs for the spillway. Final permitting, specifications, and plans development for Phase III Spillway Rehabilitation construction.
Executive Summary: <ul style="list-style-type: none"> <i>Cost of this inspection, evaluation, and design is \$813,900 plus 10% administrative reserve, total \$895,290.</i> <i>The Project has sequential deadlines: STID Updates will be completed by 12/31/2020; deadlines for the specifications, plans and permitting for rehabilitation construction are throughout the project as needed for bidding, contracting, and approvals. This is a multi-year project progressing through to the end of 2021.</i> <i>Funding is planned from two sources:</i> <ul style="list-style-type: none"> - <i>Water Department Upriver 6-year Capital Plan and Water Department Upriver Maintenance Budgets</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Expenditure Control Form



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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7-15-2020

Type of expenditure:

Goods ☐

Services ☒

Department: Public Works

Approving Supervisor: Steve Burns

Amount of Proposed Expenditure: \$895,290.00

Funding Source: Water Department Upriver 6-year Capital Plan an

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This expenditure is necessary for dam safety improvements to maintain the City's license from the Federal Energy Regulatory Commission (FERC) to own and operate the Upriver Dam Hydroelectric Project.

What are the impacts if expenses are deferred?

If the expenses are deferred, the City's already aged infrastructure will continue to degrade, increasing the City's dam safety liability, and ultimately risk defaulting with the FERC.

What alternative resources have been considered?

None. This is funded by Water Department enterprise funds.

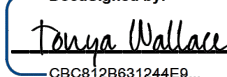
Description of the goods or service and any additional information?

- Update of the Upriver Dam Supporting Technical Information Document (STID) to meet FERC requirements.
- Investigate condition of spillway dam, gates, and dam safety monitoring equipment.
- Conceptual design and evaluation of repair and reconditioning needs for the spillway.
- Final permitting, specifications, and plans development for Phase III Spillway Rehabilitation construction

Person Submitting Form/Contact: Steve Burns

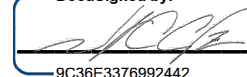
FINANCE SIGNATURE:

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CITY ADMINISTRATOR SIGNATURE:

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City of Spokane

CONSULTANT AGREEMENT

**Title: ENGINEERING CONSULTING AND
INSPECTION OF THE UPRIVER SPILLWAY
REHAB PHASE III AND STID UPDATE**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HATCH ASSOCIATES CONSULTANTS, INC.**, whose address is 192 Nickerson St. 305, Seattle, Washington 98109 USA as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for Engineering Consulting and Inspection of the Upriver Spillway Rehabilitation Phase III Engineering Design and STID Update; and

WHEREAS, the Consultant was selected from a Request for Qualifications No. 5230-20.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 15, 2020, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposed Scope and Budget dated May 20, 2020, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services described under Exhibit C of this Agreement shall not exceed **EIGHT HUNDRED THIRTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$813,900.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement and paid as follows:

1. Calendar Year 2020 – Updating Supporting Technical Information Documents (STID) and Design Phase IIIA - \$252,900 (Current FMS Requisition is entered for \$200,000, there are additional Contractual Services Upriver Budget Line funds available to make up the balance)
2. Calendar Year 2021 – Phase IIIB and Phase IIIC - \$561,000 (this will be paid out of the 6-year Capital Plan line containing \$1.5 million for this project)

This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Water and Hydroelectric Department, East 914 North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall

detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE Water & Hydroelectric Services Administration Office East 914 North Foothills Drive Spokane, Washington 99207
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- Water & Hydroelectric Services
- Project Coordinator: Stephen Burns, P.E.
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title:
- Period covered by the invoice
- Employee's name and classification
- Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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 Consultant 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.

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE Water & Hydroelectric Services Administration Office East 914 North Foothills Drive Spokane, Washington 99207	Hatch Associates Consultants, Inc. 192 Nickerson St. 305, Seattle, Washington 98109

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION AND LIABILITY.

- A. The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
- B. To the maximum extent permitted by law and notwithstanding and superseding anything to the contrary in this Agreement:
 - (a) Clause 21 sets out Consultant's warranty respecting the services;
 - (b) subject to Clause 13 B. and C., in no event will Consultant's aggregate liability exceed \$1,000,000. However, such limitation of liability shall not apply to any damage or loss caused by gross negligence or willful misconduct on the part of Consultant or its personnel. Gross negligence is defined as "the performance or non-performance of Services with such a

reckless disregard for the consequences as to justify a presumption of willfulness or wantonness but shall not include any act or omission made in good faith”;

(c) Consultant has no liability to City for any losses, damages or costs that can be construed as an indirect, special, punitive or consequential losses, damages or costs; and

(d) any claim, action or proceeding against City in connection with the Agreement, including any warranty claims under Clause 21, must be made within 24 months of the earlier of completion of the Services and termination of the Agreement.

13. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

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 \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. DEBARMENT AND SUSPENSION.

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

15. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement. City's audit rights are limited to payroll records for the purpose of verifying the actual category of employment for each of Consultant's Personnel as compared to the category they are being billed at and the actual costs of the Project costs from expense form claims, receipts or invoices. City's audit rights do not extend to the composition or make up of payroll benefits, overhead, individual \$/hr rates, project or corporate income or profit. Audit rights shall not apply in respect of any Contract Instructions performed on a Fixed Price or Unit Price basis.

16. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

19. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. Consultant shall re-perform at its cost any services that fail to comply with this standard. Consultant may instead opt to refund to the City all amounts paid in respect of such services if it determines that re-performance is not practicable if agreeable to the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration. Unless otherwise agreed, Consultant can rely without verification on all information provided by the City or by third parties at the direction of the City.

22. INTELLECTUAL PROPERTY RIGHTS.

- A.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City upon receipt of full payment for the related services and subject to the other provisions of this Clause 22. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.
- B.** Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under this Agreement, including any modifications or improvements made thereto ("Background IP"). All new and original intellectual property created by Consultant under this Agreement ("Project IP") is the property of Consultant. Consultant grants City a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use:
- (a) any Consultant Background IP used in the performance of the services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided; and
 - (b) Project IP for any purpose whatsoever. City has no right to receive or use proprietary information or coding that is embedded in Consultant's project systems, software or electronic copies of deliverables and City will not modify any Consultant deliverables unless it has first removed Consultant's name and logo from the deliverable.
- C.** Any information or deliverable provided by Consultant to City in connection with the services is provided solely for City's use and for the specific purpose for which the services were engaged. Unless otherwise agreed by Consultant in writing, in no case will:
- (a) any such information or deliverable be made publicly available for, or used in connection with, any financing, sale or investment transactions; or
 - (b) Consultant's name be used in any of City's public disclosure or filings.
- D.** Each party will keep confidential all Confidential Information disclosed to it by the other party; provided that:
- (a) Consultant can disclose City's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the services, and any lawful Public Record Requests (PRR) submitted to the City;
 - (b) City can disclose Consultant's Confidential Information to the extent required in connection with the purpose for which the information was disclosed; and
 - (c) either party can disclose Confidential Information where it is required to be disclosed by law.

Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.

"Confidential Information" means any information in any form disclosed by or on behalf of one party to the other party at any time before or after the execution of this Agreement in connection with the services, excluding only information which:

(a) was at the time of disclosure or thereafter became part of the public domain through no act or omission of the receiving party,

(b) became available to the receiving party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly to the disclosing party; or

(c) was known to the receiving party at the time of disclosure by the disclosing party and such knowledge can be demonstrated by written records that were in existence at the time of disclosure.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement upon receipt of full payment for the related services and subject to the other provisions of this Clause 22. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial

account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any

reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for

publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HATCH ASSOCIATES CONSULTANTS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services
Exhibit C – Commercial/Pricing

20-087b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

EXHIBIT C

EXHIBIT D – NOT USED

City of Spokane

Exhibit B - Scope of Services

RFQu 5240-20

July 15, 2020

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Appendices

Appendix A : Gantt Chart

1. Introduction

The scope of Upriver Dam Spillway Rehabilitation Phase III Engineering Design and STID Update services split into four distinct phases:

- Updating the Supporting Technical Information Document (STID) to meet FERC requirements;
- Phase IIIA – Investigate Condition of Spillway Dam and Gates;
- Phase IIIB – Conceptual Design and Evaluations; and
- Phase IIIC – Final Design Development.

It is understood that the scope and budget requirements for Phase IIIC will be revisited after completion of Phases IIIA and IIIB. The Phase IIIC scope and budget is based on a number of assumptions related to spillway dam and gate rehabilitation requirements.

2. STID Update – Update Supporting Technical Information Documents

2.1 Task 1 - Review Background Information and Develop STID Update Plan

Coordinate with the City of Spokane (City) to collect the most up-to-date STID, all native files generated as part of the original STID (files will likely need to be re-scanned to get the best quality going forward), and all engineering study reports and correspondence generated since the last STID update. Hatch will store and organize all background information in a secure, temporary online data room that can be accessed by the City and the Hatch team during the project. Hatch will review the current STID and background information and compare completeness of each STID section against FERC Chapter 14 requirements. Omissions, redundant or irrelevant data, and data gaps that require collection and review of additional documents will be identified. Based on the review conducted, an STID Update Plan including a schedule will be developed. The STID Update Plan will be submitted to the City for review.

2.2 Task 2 - As-Built Drawings

Review all drawings in the STID and create a drawing index. In the drawing index, identify drawings requiring updated scans and drawings requiring conversion to AutoCAD based on quality of the existing drawings and scans. Drawings will either be scanned with the latest technology to create better quality scans or converted to new AutoCAD files. Hatch will coordinate with the City to have scans and drawings prepared by City personnel or a third party retained by the City. The STID is likely to become a collection of multiple files with an index in order to keep the overall file size manageable, especially once drawings are re-scanned. It is assumed a total of 180 drawings require scanning and 20 of them are converted to AutoCAD files with the level of effort requiring an average of 4 hours per drawings for CAD.

2.3 Task 3 - Update STID Sections 1-3, 5-9, and 11

Update each section of the STID excluding Section 4 and 10. Each STID section will be updated by Hatch team members with the required expertise in dam safety engineering, civil/structural engineering, geotechnical engineering, hydrotechnical engineering, mechanical/gate engineering, and electrical engineering. The STID update will be managed by the Hatch dam safety experts on the team, Jim Rutherford and Joe Groeneveld.

In general, the STID sections will be reorganized as required to present information more clearly and concisely and incorporate updated drawings and graphics. Clickable links will be added to facilitate navigation through the document. Although more information or updating may not be warranted for some sections, they will be reviewed and edited to achieve clarity and conciseness. In some cases, text may be better represented with graphs, figures, or tables to create a more functional document.

The STID update will not include incorporation of documents developed as part of the Phase III project work and no additional investigation will be performed as part of the STID. This includes seismicity and geological investigations. If required by the City, Hatch will be able to provide services to update the STID following completion of Phase III through an alternate contract or addendum.

All sections will be updated in accordance with the requirements outlined in Chapter 14 Appendix I of the FERC Engineering Guidelines. Tasks by STID Section are as follows:

Section 1: Potential Failure Mode Analysis Study Report

Include subsection for 2019 Supplemental PFMA findings.

Consolidate all PFMs into Excel table(s) using Hatch's PFM database tool. PFMs will be organized so they can be tracked, sorted, and queried based on Category, risk, structure, age, etc. Organize the PFM table(s) so it can be updated as new PFMs are identified or mitigation measures are completed which may change the status or Category of a PFM. The PFM descriptions will be reviewed and the City will be notified if any edits are suggested.

Section 2: Description of Project Works and Project Drawings

Prepare a new topographic map with legible elevations in coordination with the City. Pacific Geomatic Services, Inc. (PGS) will combine the data collected as part of the site survey as described below in Phase IIIA Task 2 – Site Inspection and Testing with City provided historical data to create a seamless single source topographic map of the project area. Merged data will include any required datum translation necessary for data continuity. Any datum translations will be documented and provided in the project datum statement. It is assumed that the City will provide historic topographic data in Civil 3D compatible files.

Other drawings and figures in Section 2 will be reviewed and updated as necessary by reconciling historical survey data (including elevations) with current elevation and the survey data collected by PGS as part of the surveying task. Datum conversion information will be provided on historical drawings. Data available from the City's GIS database will be used as much as possible. All figures will be clearly labelled and placed in a logical sequence. In addition, links in the List of Figures included in the Table of Contents will be provided for navigation to the updated STID figures within the document.

Update or create figures as specified by FERC Chapter 14, Appendix I, and agreed upon by the City, including the materials listed below. The surveying and mapping of project facilities will be completed under Phase IIIB.

- USGS Quad map or other location map with project facilities located including conveyance system alignment.
- Plan or licensed project facilities and project boundaries.
- Typical sections and profiles of key project works (dam, spillway, powerhouse, intakes, etc.).
- Satellite or aerial photos of project and downstream area.

Section 3: Construction History

Confirm relevance of data and make necessary updates. Place selected project survey information on a basemap. The basemap will be layered and will include hyperlinks to provide access to the available information at that particular location. Information available from the City's GIS database will be used as much as possible.

Section 5: Geology and Seismicity

Update geologic maps, cross-sections, and profiles for the dam site and pertinent project works in consideration of recent geological investigations and construction. From Hatch's past geotechnical work on the project, Hatch anticipates that a minimum of three geological cross-sections, through the dam, parallel to flow, will be included: one cross-section through the left abutment, one through the right abutment, and one section taken near the middle of the dam. An additional geological cross-section along the dam's axis, cross-valley, will be included in addition to the three sections through the dam. The old crib dam that was left in place and incorporated into the foundation of the new overflow dam will be included in the geologic maps. Instrument readings, specifically the piezometers, have been most inconsistent near the middle of the dam so more cross-sections may be warranted to clearly show the substructures of the dam.

Include the latest seismic sources identified for the Upriver Dam project, and incorporate the Random Crustal Event and associated MCE-related PGA. Hatch structural analysis and seismic design team, will review the up-to-date, site-specific, seismic hazard information and confirm that the information is complete and consistent.

Hatch will include FERC Chapter 14, Appendix I recommended inclusions for Section 5 as agreed upon by the City.

Section 6: Hydrology and Hydraulics

The current STID indicates that PMF studies haven't been undertaken for the Upriver Project, but that they have been completed by Avista for their Post Falls Project upstream of Upriver. However, questions have been raised about the validity of the Post Falls PMF estimate of 154,000 cfs. The STID also indicates that the IDF for the project could potentially be reduced from the 105,000 cfs flow to a flow of 85,000 cfs. The reduction was considered to be justified based on the results of dam break studies, which showed that the incremental rate of rise for a breach event during a flood of 105,000 cfs were insignificant.

Working with the City, the Team will contact Avista to inquire and obtain a copy of any PMF and/or other hydrological studies that have been completed for the Post Falls project. If obtained, these studies will be reviewed to determine their suitability for use in estimating PMF flows at the Upriver dam location.

Comparing the current content of the STID with the FERC requirements, additional detail should be added on overall basin response, and on the hydrometeorological studies that were completed to develop the existing IDF flood estimates of 105,000 and 85,000 cfs. This will include a description of the design rain fall event(s), descriptions of the drainage basin, antecedent conditions assumed for the run off event(s), soil loss rates, descriptions of the deterministic models used to simulate runoff and the results of the simulations, and records of historical floods on the river.

As a part of this study, hydraulic information provided for the project will also be reviewed and updated as required. Stage discharge curves for the project will be independently checked using empirical

formulae and the capacity of the project to pass various levels of flood will be reviewed and reported in the STID.

Section 7: Surveillance and Monitoring Plan

Review existing monitoring and surveillance plan.

Review and update to include only drawings and information for active instrumentation and historical/abandoned instruments if their data is still being used for safety evaluations. FERC Chapter IX, Instrumentation and Monitoring will be reviewed, and additional discussion included if relevant.

Review past historical documents including dam safety reports, assessments, etc. to determine whether the instrumentation threshold criteria have been changed or modified.

Develop action levels to aid in immediate field-verification of instrumentation readings and/or to assist in determining if readings are approaching a level which would cause concern regarding the stability of a structure.

Update all inspection forms and checklists based on updated information. Include new drain flow measurements.

Include relevant data from the PFMA update.

Include standardize alignment survey plotting and analysis.

Review section for inclusion of most critical information only and add references to source documents.

Section 8: Stability and Stress Analyses of Project Structures

Update and rearrange to include summaries of recent stability analyses reports developed as part of the Phase II work. The following updates will be made:

- Sliding friction resistance of the foundation materials will be reassessed as needed based on new information on the foundation derived from piezometer or pressure relief installations.
- Stability analysis of spillway considering uplift based on piezometer data obtained between 2010 and 2020, considering the effect of renewed pressure relief wells.
- Pier analysis to evaluate the capacity of the spillway piers under the condition where one bay is dewatered and the adjacent bay is spilling.
- Stability analysis of the Mechanically Stabilized Earth (MSE) retaining walls forming the forebay closure at Upriver Hydroelectric project.
- Evaluation of structural capacity of the spillway radial gates and recommended repairs.
- Include foundation soil types from past geotechnical investigations and any other information from construction records.
- Review and update foundation shear strength parameters using in situ laboratory testing records from borehole logs. Review existing information and procedures as needed in the calculation of shear strength parameters and confirm that procedures conform to the latest regulations and practices.
- Remove full report copies from the Section, as necessary, and summarize information relevant to the safety of the project from the removed reports. Provide references to the source documents.
- Include calculations and discussion of the foundation shear strength parameters of the project, a summary of information and procedures used to determine soil types and properties, and procedures to determine soil strength.

The following will be considered in defining the soil/structures shear strength parameters:

- Site Geology: Subsurface conditions are found to be generally consistent across the spillway foundation, primarily comprised of medium dense sandy gravel with variable silt and cobble content. On the abutments, loose to medium dense fill soils consisting of gravel with variable sand and silt content are present in both the left and right abutments.
- Various codes (e.g., “USACE, Stability Analysis of Concrete Structures, EM 1110-2-2100; or “Gravity Dam Design”, EM 1110-2-2200) that define shear sliding strength under the water retaining structures equivalent to full soil shear strength of subsurface overburden.
- Definition of pertinent subsurface soil shear strength parameters: Existing borehole data, construction records, site geology information and, more importantly, recent stability assessments will be reviewed. In the unlikely situation of absence of borehole data or lack of data, reasonably conservative parameters and/or a range of parameters will be recommended.

Section 9: Spillway Gates

Include all necessary gate model stress analysis figures, data, and graphics.

Supplement incomplete historical gate and hoist information to include the most recent analysis of the gate structure, measurement of trunnion friction, results of the hands-on inspection of the gates, etc.

Available hoist information may be supplemented with the motor running data obtained during trunnion friction measurements. This information will be critical to long-term monitoring of the spillway gates.

Section 11: References

Update to include reports, studies, and modifications between the last STID update in 2018 and 2020. Other information collected as part of this scope of work will be included in the document.

Review completeness of existing list of references.

2.4 Task 4 - Submit STID to the City and FERC

Once comments are received from the City and the FERC, Hatch will consolidate comments into a comment register with proposed responses. Hatch will meet with the City and FERC to review the comments and proposed responses to come to an agreement. Comments will be addressed in the final revision of the updated STID. The STID will be submitted to the City for acceptance by FERC.

Client Responsibilities:

- Provide scanned documents to Hatch (scanning specifications to be provided by Hatch).
- Provide aerial survey data for 1 foot contours over entire site.
- Historical survey data to be used to update the topographic map included in Section 2 of the STID.

STID Update Deliverables:

- STID Update Plan (draft and final)
- Drawing Index and AutoCad files
- Updated STID (Section 1-3, 5-9, 11) (draft and final)

3. Phase IIIA – Investigate Condition of Spillway Dam and Gates

3.1 Phase IIIA Task 1 – Project Management

Project management tasks related to both the STID Update and Phase IIIA are also covered under the Phase IIIA Task 1 – Project Management.

Project Execution Plan

Prepare a Project Execution Plan (PEP) for Phase IIIA. The PEP is an internal Hatch document that is prepared based on the project scope, budget, and schedule for use by the Hatch engineering and administrative team. It assumed that project management activities under Phase IIIA will cover approximately 6 months.

Kick-off Meeting

Plan and execute a kick-off meeting with the Hatch team and the City to review and clarify project objectives, identify information gaps, and review the schedule.

Coordination Meetings

Throughout the duration of the project, coordination meetings will be held between the Hatch team project manager and the City's project manager to discuss project status and updates. Meetings will occur bi-weekly or more frequently as necessary.

Status Reports

The Hatch team project manager will submit monthly status reports.

Phase IIIA Task 1 Deliverables:

- Kick-off Meeting Notes
- Monthly Status Reports

3.2 Phase IIIA Task 2 – Site Inspection and Testing

Site Inspection and Testing Plan

Review existing background data and references available from the City to develop a comprehensive understanding of the available information. Of particular interest will be the FERC Part 12D inspection, PFMA updates, and reporting.

After the review of background information, a Site Inspection and Testing Plan (Plan) will be developed in coordination with the City. The Plan will be informed by the range of Probable Failure Modes (PFMs) identified during the last FERC Part 12D exercise. PFM categorizations and monitoring requirements will be accounted for in the Plan. Minimal additional physical testing of the spillway is expected to be required since much of the necessary concrete and gate steel testing have been completed. The Plan will include:

- Inspection and testing objectives;
- Proposed Hatch inspection team;
- Detailed schedule for each day;
- Surveying plan for the site;
- Cultural/historical survey plan; and

- Site specific access requirements and safety measures.

In light of the current COVID-19 pandemic, additional PPE requirements and other measures for the safety of the Hatch inspection team and the City inspection team will be included in the Plan. The Hatch team will coordinate with the City to efficiently complete the site visit. The site investigation will be planned to minimize interruption to Upriver hydro-related activities.

Three days of field work is planned for the gate inspection and trunnion friction testing and six days for the geotechnical inspections. Surveying activities are assumed to require eight days on site. Cardno and Verdis will each visit the site for a day or less to get acquainted with the project.

The draft Plan will be submitted to the City for review. One set of revisions based on the City's review is assumed. The Hatch inspection team will arrange for a conference call with the City to review the plan. The plan will be finalized, including roped access and survey requirements, based on comments received from the City during the review meeting. The finalized Plan will be submitted to the City. Following the site inspection, the testing portion of the Plan may be revised to reflect new information from the inspection.

Perform Site Survey

Perform a comprehensive site survey per the Site Inspection and Testing Plan. Survey data will be collected for the purposes of updating the topographic map in Section 2 of the STID, supplementing inspection activities, and for performing the CFD analysis that is part of the fuseplug analysis and rehabilitation. Figure 3-1 and Figure 3-2 below show the approximate survey extents.

Surveying activities will be performed by PGS with possible assistance from Extreme Access, Inc. (EA). PGS will establish control (Washington State Plane coordinates NAD83/11 horizontal and NAVD88 vertical, unless otherwise specified and provided) near structures and within the project limits.

PGS will perform a high definition LiDAR scan of the project's water retaining structures and identify the corners of the buildings on the project site. In addition to the LiDAR scans, site specific elevations will be obtained throughout the site using traditional total station measurements to capture features not practical for LiDAR scans. High resolution images of the spillway will be captured to supplement the LiDAR scans to help in identifying and documenting cracking and crack extension in each of the piers.

PGS will utilize single-beam sonar and traditional survey methods to collect up to a total of 14 cross-sections and the spillway thalweg profile. Cross-sections will include measurements at the top of bank and all major grade breaks along the section. Measurements will be taken at maximum 25 feet intervals along the section line. The survey limits will extend from just upstream of the spillway to the narrowing of the river near the powerhouse and will also include the beginning of the power channel.

PGS will combine the data collected from the surveys with City provided historical data to create a seamless single source topographic map of the project area.



Figure 3-1: Approximate Survey Extents of Water Retaining Structures and Buildings

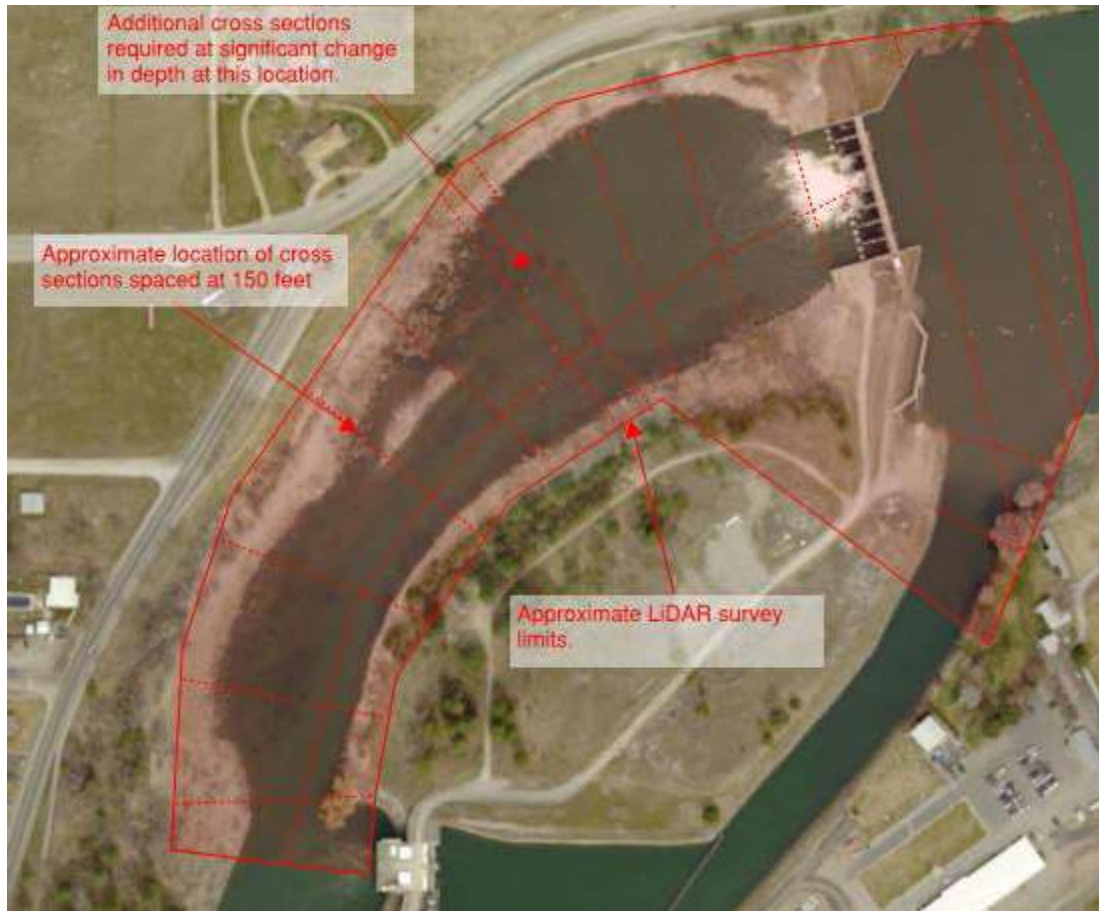


Figure 3-2: Approximate Extents of Survey for CFD Analysis

Spillway Concrete Inspection

Inspection of concrete structures including piers, deck, baffle blocks, apron, and spillway drains will be carried out in parallel with the trunnion friction testing and inspection of the tainter gates. PGS will use both high definition terrestrial LiDAR and high resolution images captured with drone based photogrammetry to document cracking and crack extension in each pier. It is assumed that PGS will be able to obtain FAA clearance for the drone flight. Crack maps prepared by Hatch in 2014 will be used during the inspection and after as a baseline to estimate crack extension and new crack formation on each pier. Changes in the relative displacements along the Lift Joint at El. 1915.5 will also be estimated based on differential displacement as measured on the downstream face of the piers.

The focus of the inspection will include:

- Spillway pier cracking due to Alkali Aggregate Reaction (AAR);
- Identification of spalled areas;
- Architectural columns and possible treatment or replacement options;
- Conditions on top of the spillway piers and AAR extensometer installation options to monitor spillway pier growth;
- Scoured concrete on the ogee crests; and

- Discuss condition of forebay wall cracks and any additional leaking observed since the most recent underwater inspections and potential treatment options.

Fuseplug Inspection

Riprap and hydraulic conditions at the toe of the fuseplug will be investigated. PGS will perform surveying of the tailrace and conditions at the toe of the fuseplug to be used to perform a hydraulic analysis of riprap scour as part of the overall Site Survey task.

Stoplog and Stoplog Slot Inspection

The condition of the current stoplogs and lifting system will be reviewed and documented to supplement documents reviewed as part of the previous feasibility study. This will coincide with the tainter gates inspection.

Tainter Gates Inspection and Trunnion Friction Testing

Trunnion friction measurements will be performed by Hatch engineers with support from EA. Limited inspections to check the condition of each gate will be performed based on issues noted during the detailed inspection completed in 2014. The RISA 3D model that was prepared by Hatch in Phase II of the project will be reviewed and rerun using an up to date version of the RISA program and the relationship between trunnion friction and radial arm deflection will be confirmed prior to performing the field tests. This will include determination of the maximum(allowable) friction coefficient that can be tolerated within acceptable safety factor.

The limited gate inspection that coincides with the trunnion friction testing will be based on past gate inspection reports and findings. Areas of special concern that require a detailed re-inspection will be identified for each gate in advance of the start of the field work. EA will perform a detailed, hands-on inspection of areas of concern. The EA climbers will have elevation view sketches of the gate and two sections with a clear convention for identifying structural members. This will allow the inspectors to note on the sheets where photos are taken and add comments regarding corrosion, member damage, and any other conditions. Photos and notes will be keyed to field sketches that show an elevation view of the gate and the right and left side sectional views of the radial arms.

Gate arm deflection measurements will be the basis for estimating trunnion friction. EA technicians will install deflection measurement instrumentation on gate arms including aluminum measurement beams and electronic dial indicators with communication cables extending to the dam walkway. Information required for removal of the pin/bearing will be collected. In addition, any dimensional information required for pin/bearing removal and corrosion on gate arms will be collected.

During the inspection, data required for generating an operational diagram will also be collected. Subsequently, an operational diagram will be developed that will show the electrical, mechanical, and structural systems that must function to operate a gate. This diagram will be included in the spillway gates operational systems review that will be performed in Phase IIIB.

The trunnion friction is measured by monitoring and documenting gate arm deflections while the gate is raised. The trunnion friction will be compared against the data observed in the 2017 trunnion friction test. Results from the trunnion friction measurement will be tabulated and presented in a technical memorandum.

Testing of Spillway Dam Materials (including AAR)

The testing portion of the Site Inspection and Testing Plan will be updated based on the information gathered during the inspection. The Hatch team will meet with the City to review the plans for testing and the plan will be finalized. Based on the information collected during the inspection, additional coring to perform additional Alkali Aggregate Reaction (AAR) testing may be proposed but this is unlikely to be necessary. The primary metric for determining if additional AAR testing is required will be the inspection of the spillway piers and assessment of their condition based on crack extension, new crack formation, and evidence of additional differential expansion at El. 1915.5.

Inspection and Cleaning of Piezometers and Left Abutment Drains

The condition of all three horizontal drains and the 29 piezometers will be inspected. During the inspection of the piezometers, locations for stilling wells for river level instrumentation will also be identified. Prior to site work, Hatch will coordinate with City staff to check accessibility, size of riser pipes, and installation information.

Piezometers Pre-Cleaning Testing: Prior to cleaning the piezometers, a weight with measuring tape will be placed down each piezometer to document the depth of hole. This value will be compared to as-built drawings to determine if there is sediment accumulation. Then, either a falling head test or water level rise will be performed for each piezometer using a small diameter hose.

Engineering Support for Piezometers Cleaning: The piezometers will be cleaned to remove any blockages. There are various methods that can be used to clean the piezometers. Surging involves pushing a water hose (~ ¾" OD) down the piezometers and forcing blockages through a screen with low water pressure to avoid damaging the screen. In addition, scrubbing the screens of the piezometers with a metal brush is also feasible. The most appropriate method(s) will be selected based on background information and size of the piezometers' riser.

The Hatch team has experience performing piezometer cleaning and performing falling head tests to check the condition of piezometer well head screens. Cleaning and testing of piezometers will be guided by Hatch engineers with the objective of training City staff so they can clean and test piezometers in the future. It is assumed that City staff will assist with the cleaning and testing of all 29 piezometers and the three horizontal drains.

Piezometers Post-Cleaning Testing: After piezometer level stabilization, the new level will be read and the measured head will be compared against the anticipated head based on the hydrogeological sections and historical trends. The comparison indicates if a piezometer is providing a false level or if it has been successfully cleaned.

Horizontal Drain Cleaning and Testing: First, a camera will be sent inside the drain for inspection, potentially by attaching to a small diameter rod in the drains, to investigate the current condition and identify any blockages. Two possible methods to clean the drains include flushing them with acid or cleaning them with high pressure.

Site Inspection and Testing Results Report

Site inspection notes and the trunnion friction technical memorandum will be compiled for inclusion in the Site Inspection and Testing Results Report which will be completed after all testing has been executed. The report will be prepared to document all inspection and testing activities, results, and recommendations. Any native files as part of the site surveying activities will also be submitted to the

City. A draft report will be submitted to the City for review. Comments will be incorporated into a final report.

Phase IIIA Task 2 Deliverables:

- Site Inspection and Testing Plan (draft and final)
- Survey data and images
- Trunnion Friction Technical Memorandum (draft and final)
- Site Inspection and Testing Results Report (draft and final)

3.3 Phase IIIA Task 3 – Permitting, Communication and Outreach

Permitting activities during Phase IIIA will be limited to review of project background information related to permitting requirements. Verdis and Cardno will visit the site during the site inspection to get acquainted with the project.

Nominal budget has been allocated to support Communication and Outreach activities on an as-needed basis to be directed by the City.

4. Phase IIIB Conceptual Design and Evaluation

4.1 Phase IIIB Task 1 – Project Management

Initiate Phase IIIB Project Management

Update the Project Execution Plan (PEP) prepared in Phase IIIA. It assumed that project management activities under Phase IIIB will cover approximately 8 months.

Kick-off Meeting

Plan and execute a kick-off meeting with the Hatch team and the City to review and clarify project objectives, identify information gaps, and review the schedule.

Coordination Meetings

Throughout the duration of the project, coordination meetings will be held between the Hatch team project manager and the City's project manager to discuss project status and updates. Meetings will occur bi-weekly or more frequently as necessary.

Status Reports

The Hatch team project manager will submit monthly status reports.

Design Basis Memorandum

A Design Basis Memorandum (DBM) will be prepared for Phase IIIB of the project. The DBM will cover the full conceptual design. It will provide conceptual design and evaluation objectives, assumed material properties, and load cases for key features including the spillway, dam, and gate features that are included in the proposed upgrades.

Phase IIIB Task 1 Deliverables:

- Kick-off Meeting Notes
- Monthly Status Reports
- Conceptual Design Basis Memorandum (draft and final)

4.2 Phase IIIB Task 2 – Stoplogs Detailed Design

New custom-made stoplogs will be required to perform the single trunnion refurbishment described under Phase IIIB Task 3 – Tainter Gate Trunnion Bearings Analysis and Assessment. The stoplog recommended upgrades previously suggested by Hatch in the 2018 feasibility design will be reviewed. According to the City, the existing stoplogs exhibit high leakage around the sides but the top and bottom seals have a tighter seal. The City has reported that the stoplog handling device is very difficult to use and consistently align in order install or remove stoplogs. Handling device issues cause long installation and removal times. The 2018 feasibility level design recommends fabricating new stoplogs and installing a new stoplog handling system utilizing the existing deck mounted hoist system. Based on the conclusions and recommendations reached in the feasibility study, design drawings and specifications for new stoplogs and a new handling system will be developed. It is assumed that two drawings for stoplogs and the stoplog handling system will be prepared with a level of effort of 32 hours per drawing.

Qualified suppliers will be contracted by the City to supply new stoplogs and for a new handling system. The stoplog replacement work is expected to be implemented by the City through an experienced fabricator and contractor. An underwater inspection of the gate slots may be required to confirm the condition of the stoplog slots. The participation of one Hatch representative is budgeted in the event of a dive inspection.

Phase IIIB Task 2 Deliverables:

- Stoplog System Design Technical Memo (Draft and Final)
- Stoplog System Design Drawings and Specifications (30% sketches, 90%, and Final)

4.3 Phase IIIB Task 3 – Tainter Gate and Trunnion Analysis, Investigations and Assessment

Single Trunnion Refurbishment Investigation

The 2017 trunnion friction test of Upriver Dam tainter gates identified several gate arms with high friction factors. The trunnions need to be checked periodically to determine the level of friction that exists during operation. The friction generated between the bushing and the pin can be affected by a number of factors including insufficient lubrication, corrosion and ingress of external contaminants. The friction imposes a moment on the gate arms that must also withstand significant axial loads caused by the hydrostatic head on the gate that could lead to buckling if combined bending and axial capacity of a radial arm is exceeded. As such, it becomes important to perform analysis and investigate the root cause of high friction factor by disassembling the trunnion assembly.

Existing trunnion drawings show a groove at the top of the pin surface for distributing grease laterally. It is not known if any other recesses are provided to efficiently distribute grease around the circumference of the pin. It is understood from the City that the trunnion bearings are lubricated every other year. Based on Hatch's past discussions with the City, there is no record of trunnion pin or bushing removal since the original construction. Before disassembly of the trunnion bearing is considered, every method possible that precludes bearing disassembly to decrease the friction factor will be explored.

In order to develop and evaluate trunnion upgrade alternatives and to select a preferred approach a single trunnion pin will be removed and inspected. A better understanding of the pin bearing condition, the likely source of high friction, and the ease of replacement can be determined from the

disassembly process. Hatch will prepare a plan for trunnion pin removal that will include a step by step process with drawings and/or sketches. The plan will include a gate stabilization design that may include upstream and downstream struts and/or keeper plates connected to stoplogs and/or ogee concrete.

Performing a single trunnion refurbishment in advance of the main construction works will allow for confirmation of the actual work required. This work could be accomplished under a separate small contract issued by the City. The work will be performed with the guidance of Hatch engineers and with the participation of the City's O&M personnel. The City's involvement is important so that future assembly and disassembly can be done by the City's O&M personnel, if required. The single trunnion refurbishment work will provide an opportunity to test and refine the procedures developed. This will provide a learning experience for developing efficiencies for other trunnion pin pulls.

Phase IIIB Task 3 – Tainter Gate and Trunnion Analysis, Investigations and Assessment work will assess the underlying cause of high friction factor and the condition of the pin as well as the bushing. The assessment will further establish if there is a need for refurbishment or procurement of new pins and bushings. To accomplish this, a single pin removal will be conducted for investigation and to inform evaluation alternative selection.

The general procedure for the trunnion pin removal will likely include the following steps:

1. Loads on the dewatered gate will be calculated, which will include the self-weight of the gate and the wind load. Additional analysis will include identifying locations for stabilizing the gate.
2. A procedure to restrain the gate at the top and bottom of the skinplate will be developed. The restraining method would allow for some flexibility on the radial arm of the gate for removal of the six-inch trunnion pin.
3. Stoplogs will be employed to dewater the spillway bays to allow for maintenance on the tainter gate.
4. The attachment for pin pull will be threaded on drilled hole(s) for the pin extraction. Custom fabricated tool will be used to pull the pin. Scaffolding will likely be constructed to provide safe and convenient access to the trunnion.

The trunnion pin and the bore will be measured and recorded so that future measurements of other pins can be recorded and checked for inconsistencies. Following the inspection, new pins and bushings may be required to be ordered or manufactured. It is assumed that a detail drawing will need to be prepared for a customized pin extraction tool with a level of effort of 32 hours for CAD to produce the drawing.

Following the investigation, a report will be completed documenting the Single Trunnion Refurbishment activities, results, and recommendations.

Tainter Gate and Trunnion Rehabilitation Planning and Evaluation

Development of gate trunnion upgrade alternatives will be completed and an evaluation matrix will be prepared after the single pin removal and rehabilitation is completed. A meeting between the City and Hatch will be conducted to evaluate alternatives using different tools including evaluation matrices.

It is likely that the following spillway gate and trunnion upgrade alternatives will be considered:

- Option 1 – Refurbish Existing Trunnions by Pin rehabilitation or replacement

- Option 2 – Refurbish Existing Trunnions by rebuilding the trunnion and replacing part of the gate arms
- Option 3 – Refurbish by Replacing Existing Trunnions with a Spherical Bearing
- Option 4 – Replace Spillway Gates

As part of the site investigation of the tainter gate structure and trunnion bearings, an operational diagram will be prepared. Hatch will perform an overall qualitative or semi-quantitative reliability analysis that looks at the entire gate system from the initiation of gate opening due to the detection of reservoir high level to the gate(s) actually opening. This analysis does not need to be overly complicated to identify components that lack functional redundancy. High equipment failure rates, no segregation (e.g., fire taking out all of the electrical cabling), and/or historically poor performance are easily identified.

Spillway Gates Refurbishment Conceptual Design

Based on the selected alternative for spillway gate and trunnion upgrade, conceptual design details will be developed that will be used in the Design Basis Memorandum (DBM) for final design. It is assumed for the basis of this estimate that the conceptual design will be for Option 1 or Option 2 and that up to 2 drawings will be prepared.

4.4 Phase IIIB Task 4 – Piezometers and Left Abutment Drains Replacement and Reconditioning, and Stilling Well Installation

Piezometer Rehabilitation and Stilling Well Installation Alternatives and Evaluation

Review background information including as-built drawings, inspection information, recent in situ tests, cleaning records, relevant PFMs identified during the recent Part 12D PFMA, stability analysis and stability thresholds, and instrumentation and monitoring requirements. Review information on stilling wells.

Develop, evaluate, and document piezometer rehabilitation alternatives for the 29 piezometers at the site. Perform a holistic approach for review of site instrumentation of the Dam spillway including stilling wells and its effectiveness in monitoring the key spillway dam, dam abutments, fuse plug, MSE wall and powerhouse failure modes. Options of stilling well installation as well as river level instrumentation will be developed. The options will be carefully evaluated with consideration for improved reliability and robustness. Steps to improve robustness could include consideration of common cause failure whereby different brand or different technology could be used in the two stilling wells. Conceptual details will be developed for installation of stilling wells with automated river level instrumentation in two locations.

Piezometers can be grouped into three areas: left and right abutment, spillway, and powerhouse piezometers. Based on the data review and the site investigation and testing results, the piezometers will either be reconditioned, replaced, or possibly abandoned/decommissioned. The interface with the remnant timber crib structure is where instrument readings have been inconsistent in the past. Careful consideration will be given to installing new piezometers at this location.

Installation of piezometers along each cross section – left side of spillway, right side of spillway, and center of the dam – could provide a clearer picture of the distribution of pore pressure. As part of the piezometer rehabilitation efforts, the following steps will also be considered:

- Installation of a third water level gauge to improve reliability of the dam system.

- Installation of an Automated Data Acquisition System (ADAS) for all new dam projects, dam safety modifications to existing dams, and monitoring system rehabilitation. Selected number of instrumentation will be connected to ADAS.

Alternatives will be evaluated in a workshop with the City using an evaluation matrix.

Drain Rehabilitation Alternatives and Evaluation

Develop, evaluate, and document drain rehabilitation alternatives for the three horizontal drains on the left abutment. Replacement of horizontal drains might be very costly or impractical since they would have to extend under a structural element (e.g. geogrids). Because of the challenges associated with the installation of new horizontal drains, reconditioning of the existing drains will be given priority. Replacement drains will be recommended only if field work indicates that the drains cannot be reconditioned. Rehabilitation and/or replacement alternatives will be evaluated in a workshop using an evaluation matrix.

Piezometer and Left Abutment Drain Rehabilitation and Stilling Well Installation Recommendations

The evaluation of alternatives and remediation recommendations for piezometers, left abutment drains and installation of two new stilling wells will be included in a presentation and conceptual design report completed at the end of Phase IIIB.

4.5 Phase IIIB Task 5 – Concrete Rehabilitation, Modification & Monitoring

Concrete Rehabilitation Alternatives and Evaluation

Develop concrete rehabilitation and AAR monitoring alternatives based on the level of damage observed during the site inspection. Options to address and monitor AAR, cracked and spalled areas, and architectural column reconstruction will be reviewed based on inspection. Develop an evaluation matrix and facilitate a workshop with the City to evaluate the alternatives. Dam rehabilitation alternatives will be reviewed to address:

- Spillway pier AAR and cracking conditions
- Identification of spalled areas
- Architectural columns and possible treatment or replacement options
- AAR extensometer installation options to monitor spillway pier growth
- Scoured concrete on the ogee crests
- Forebay wall cracks and leaking observed during underwater inspections and potential
- Treatment options

Concrete Rehabilitation and Monitoring Recommendations

The evaluation of alternatives and remediation recommendations for concrete structures will be included in a presentation and conceptual design report completed at the end of Phase IIIB.

4.6 Phase IIIB Task 6 – River Management and Fuseplug Downstream Face Design

River Management

The remedial works will all require some degree of river or flow management to facilitate each repair. This will involve the temporary closure of a select number of bays for short durations. These bay closures will have an impact on the ability of the project to pass varying levels of flood, and will directly

affect the upstream river levels at different times during construction. Therefore, it is important that a well-thought-out program be put into place to minimize the overall risk associated with these construction activities. The Hatch team will take advantage of experience gained during the Phase II construction activities in 2017 under a previous consulting contract with the City.

The flow management program for the Phase III activities will be developed taking into consideration the i) importance or overall priority of each construction activity, ii) the duration of each item, iii) the hydrology of the project site, iv) the perceived ability of the contractor to complete the work within the of each scheduled work periods, and v) the risk or consequences should a design flow event be exceeded during a specified construction period. It is envisioned that the program may require multiple construction seasons to complete and the plan will take this into consideration. The river management plan will also be written to avoid scheduling any activities in the river during key environmental windows.

After a more detailed review of the site hydrology, and following identification of the nature and extent of each construction activity, these will be triaged so that the most important items, from a safety perspective, are undertaken first. If possible, spillway gate rehabilitation will be one of the first things to be accomplished. Activities requiring gate closures in some bays will be scheduled to avoid high flow periods, thereby minimizing overall risk. The team will use the CFD tools developed during previous phases and as part of other tasks to refine the estimates of the hydraulic conditions that will result both upstream and through the structure with the partial closure of spillway bays. Based on the findings, Hatch will prepare a program to minimize risk during spillway bay closure and document findings and recommendations for river management during construction.

Contingency planning is a critical component of any flow management program, and therefore plans will also be made to outline actions to be undertaken should flood events occur that exceed the temporary design condition for each activity. These actions will be written into the project specifications so that the contingency planning is a part of the contract.

Fuseplug Downstream Face Design

Our team will review site hydrology and potential failure modes, and review design for fuseplug mobilization. Additional failure modes may be defined. Hatch will prepare and execute the CFD model to estimate hydraulic conditions using updated forebay and tailrace bathymetry and topography developed for the STID updates.

Evaluate Toe Riprap Scour Scenarios:

The CFD model developed as part of the river management task will be used to evaluate various scour scenarios for the toe riprap. In previous studies, Hatch prepared a full 3D model of the spillway and stilling basin. This model will be enhanced and a full 3D CFD model of the combined operation of the spillway and auxiliary fuseplug spillway will be conducted. The model will be used to estimate the worst case design scenario for velocity exposure.

Fuseplug Downstream Face Rehabilitation Alternatives and Evaluation:

Develop and evaluate alternatives. Replacing or adding riprap will be considered along with other possible rehabilitation alternatives for the downstream face of the fuseplug. In every scenario, bedding and riprap layers should be designed for underlying layers below the erosion protection measure. Riprap and its bedding(s) will be properly extended into ground for protection against toe erosion. A workshop will be conducted with the City and an evaluation matrix will be used to evaluate the alternatives. Recommendations will be documented in a report.

River Management and Fuseplug Recommendations

The evaluation of alternatives and remediation recommendations for river management during construction and fuseplug downstream face remediation will be included in a presentation and conceptual design report completed at the end of Phase IIIB.

4.7 Phase IIIB Task 7 – Permitting, Communications and Outreach

Permitting

Based on the information gathered during the site visit and the information reviewed, Verdis and Cardno will identify the required permits and documentation required before project construction can begin. A strategy and schedule for obtaining permits will be developed and documented in a Permitting Strategy Memorandum. Actual preparation of permit applications will not occur during Phase IIIB.

Communications and Outreach

Update the list of stakeholders identified during Phase IIIA and update plans for public outreach. It is assumed that one half-day public hearing will occur in coordination with the City during Phase IIIB. The hearing will be documented and on-going communication and responses to public comments will be prepared in coordination with the City. A nominal budget has been allocated to support Communication and Outreach activities on an as-needed basis to be directed by the City.

4.8 Phase IIIB Task 8 – Conceptual Design Documentation

Phase IIIB Conceptual Design Presentation

During Phase IIIB, internal documentation will be prepared for each task. Documentation will be summarized and assembled into a presentation by the Hatch team to be presented to the City. The presentation will allow the City to become aware of the Phase IIIB findings and to provide their input prior to drafting the Phase IIIB Conceptual Design Report. The presentation will cover the following:

- Summary of stoplog detailed design;
- Tainter gate and trunnion analysis, investigations, assessment, and conceptual design;
- Evaluation of alternatives and remediation recommendations for:
 - Piezometer and left abutment drains replacement and reconditioning;
 - Stilling well installation;
 - Concrete rehabilitation;
 - River management during construction;
 - Fuseplug downstream face remediation; and
- Permitting strategy.

Phase IIIB Conceptual Design Report

Phase IIIB documents will be compiled into a final design report. A draft report will be issued to the City for review. Comments will be incorporated into the final report.

Phase IIIB Task 8 Deliverables:

- Phase IIIB Conceptual Design Presentation
- Phase IIIB Conceptual Design Report (draft and final)

5. Phase IIIC Final Design Development

5.1 Phase IIIC Task 1 – Project Management

Initiate Phase IIIC Project Management

Update a Project Execution Plan (PEP) from Phase IIIB. It assumed that project management activities under Phase IIIA will cover approximately 8 months.

Kick-off Meeting

Plan and execute a kick-off meeting with the Hatch team and the City to review and clarify project objectives, identify information gaps, and review the schedule.

Coordination Meetings

Throughout the duration of the project, coordination meetings will be held between the Hatch team project manager and the City's project manager to discuss project updates. Meetings will occur bi-weekly or more frequently as necessary.

Status Reports

Hatch's project manager will submit monthly status reports.

Design Basis Memorandum (DBM)

The DBM will include the planned methodology for design of project features, design assumptions, analysis basis, assumed materials and material properties, load cases to be analyzed, design criteria, acceptance criteria to be achieved, and figures showing the design features. River management recommendations for construction based on Phase IIIB analysis will be included. The DBM will be a living document and will be updated as more information becomes available. It is recommended that the DBM be provided to the FERC Portland Regional Office for review and feedback. This will allow any FERC concerns to be addressed prior to significant work being completed on the design. It is assumed a draft and two revisions will be prepared. The second revision will be updated to include the trunnion upgrade design based on tainter gate trunnion analysis, investigations and assessment completed as part of Phase IIIB.

Phase IIIC Task 1 Deliverables:

- Kick-off Meeting Notes
- Monthly Status Reports
- Design Basis Memorandum (draft, revision 0, and revision 1)

5.2 Phase IIIC Task 2 – Rehabilitation Design and Contract Documents Development

The rehabilitation design and contract documents will include the scope items identified in Phase IIIB as well as the tainter gate repair design (modification to Phase II drawings).

It is anticipated that the majority of specifications prepared for Phase II work will be reusable and only a select number of specifications will need to be developed to cover the current scope of work.

Table 5-1 provides a preliminary list of drawings that will be required for the rehabilitation design. The average level of effort to produce each drawing is assumed to be 32 hours. It is assumed that existing as-built drawings will be used as a background and, as much as possible, not redraw existing images.

Table 5-1: Preliminary Drawing List

Drawing No.	Drawing Description
G-1	Project Location, Index, and General Notes
C-1	Site Plan
C-2 thru C-3	Fuseplug Downstream Face Repairs
C-4	Left Abutment Drain Repairs Plan, Sections and Details
C-5 and C-6	Piezometers Repair Plans, Sections and Details
C-7	Stilling Well Location and Details
S-1 thru S-3	Tainter Gate Trunnion Upgrades Plan, Sections and Details
S-5 thru S-8	Spillway Dam Concrete Repairs Plan, Sections and Details

Phase II Gate Repairs

Review Phase II Gate Repair design and documentation.

Prepare 30% Design Package

A list of drawings, selected drawings, and a list of specifications will be prepared as part of the 30% design package. As indicated in the RFQ, minor gate repairs including: 1) installation of gusset plates at lower radial arm connection to the vertical girders; 2) cross bracing replacement; and touch-up of coatings will be integrated with the rest of the 30% design package. Hatch notes that containment of lead is expected to be a major issue during the construction and a high degree of containment is likely required. The minor gate repairs will be planned to be executed at the same time as the tainter gate repairs in order to eliminate the need for multiple mobilizations.

Prepare 60% Drawings and Outline Specifications

Develop design drawings and an annotated outline of the specifications to 60% completion level and submit for internal review followed by City review. The annotated outline specifications will include notes on what will be addressed in each specification section and source material from previous Upriver Phase II rehabilitation work as appropriate. River management recommendations for construction provided in the DBM will be reviewed and updated at this stage.

FERC PFMA Support

A meeting with the FERC will be held to review the design. Phase IIIC will also include review of the minor gate repair documentation. It is recommended that a meeting be held, either in person or remotely, between the FERC dam safety engineer, the City of Spokane, and members of the Hatch team to introduce and explain the rehabilitation design objectives and details.

Depending on the final design, a Construction Potential Failure Mode Analysis Workshop (CPFMA) may be required by FERC. It is assumed that a CPFMA will be part of a future phase of the work and is not included in this scope.

Prepare 90% Drawings and Specifications

Develop design drawings to 90% completion level along with specifications and submit for internal review and City review.

Prepare Contract Documents

Submit contract documents, drawings and technical specifications for final internal and City review. This task will include incorporation of final review comments into the bid drawings and specifications by working closely with the City. In addition to the technical specifications, the specifications will include summary of work, measurement and payment, schedule of values, contractor's project management, construction progress documentation, submittals and submittal control, health and safety, quality assurance, mobilization, demobilization, temporary facilities and controls, and specifications related to environmental/pollution control during construction.

Phase IIIC Task 2 Deliverables

- List of Drawings, 30% Selected Drawings, List of Specifications
- 60% Design Drawings and Specifications
- 90% Design Drawings and Specifications
- Contract Documents

5.3 Phase IIIC Task 3 – Permitting, Communications and Outreach

Permitting

Permitting activities will be initiated as soon as possible in order to provide sufficient time to coordinate with stakeholders and local, state, and federal agencies. Project permitting will be guided by the conclusions provided in the Permitting Strategy and Schedule Memorandum, unless the development of project design substantively changes the project understanding. One of the key elements of the successful permitting strategy is to develop a comprehensive project understanding between the personnel responsible for permitting and personnel responsible for the design. Hatch will coordinate internally so that all relevant personnel are aware of the proposed engineering changes as well as the permitting implications to proposed engineering changes.

It is assumed that the following permits will be required:

- State Environmental Policy Act (SEPA) Checklists;
- Joint Aquatic Resource Permit Applications (JARPA);
- Section 106 National Historic Preservation Act (for architectural features on the project);
- Washington Department of Fish and Wildlife Hydraulic Project Approval;
- Spokane County Shoreline Master Program (if applicable); and
- City of Spokane permits (if applicable).

Other applicable permits through local, state and federal agencies may be required. Verdis will lead the preparation of permit applications. Applications that may be submitted early on during Phase IIIC will be prioritized. Permitting strategy and schedule developed during Phase IIIB will be updated as engineering design progresses and the scope becomes fully defined. It is assumed that two comment/revision periods for SEPA and JARPA will be required and all other permits will require one comment period.

Section 106 consultation will also be required. It is also assumed that preparation of historic property inventory (HPI) forms will be required. Cardno will review project background information related to historical/cultural requirements. A plan will be developed to survey and document the relevant structures. Culturally/historically significant features that will be impacted by the project will be surveyed and documented by Cardno during the site visit.

The schedule and workplan for permit applications and issuance will ultimately be determined by construction variables such as phasing and duration. It is imperative to submit the applications as soon as possible and engage permitting counterparts throughout the process. It is assumed Upriver Dam Spillway Rehabilitation Phase II permits will be obtainable to reference pertinent information.

The City will review the permit applications and submit them. The estimated budget may change if design and construction approaches result in impacts that must be mitigated.

Communications and Outreach

Stakeholder engagement and public hearings that were initiated during the conceptual design phase (Phase IIIB) will continue during detailed design. Verdis will lead these activities. It is assumed that meetings with the City, meetings with the stakeholders, and public hearings will occur at approximately the 35%, 60%, and 95% design stages.

Phase IIIC Task 3 Deliverables:

- SEPA and JARPA Permit Applications

5.4 Phase IIIC Task 4 – Constructability Review, Construction Cost Basis and Estimate

A constructability review will be performed by Hatch working with Steve Goebel. Steve will draw on his significant experience with hard money bid pricing in Spokane. He will also review and contribute to the construction cost estimates for the team. Cost estimates will be performed at 60% and 90% levels of design. It is assumed that the “Engineer’s Estimate” will be prepared as part of the later phase during the bid process. The 60% and 90% estimates will provide feedback to the City as to the expected costs as the design develops. The majority of the estimated work will be based on a First Principles Estimate methodology. This estimate will be developed from the bottom up and will utilize construction crews and production rates. The development of these is based on Hatch’s experience of working and estimating on similar projects. Production rates and labor productivity are highly variable and depend on the contractor’s and management team’s experience, availability of trained craft labor, and weather conditions. Hatch will use judgment to anticipate how a potential contractor would execute this job. The estimate will attempt to simulate a bid from a contractor who is experienced and competent in working on a hydropower reservoir.

Phase IIIC Task 4 Deliverables:

- Constructability Review: Summarize findings from constructability review of DBM and 60% design submittal. Recommend design adjustments to address constructability issues and improve the economics of rehabilitation approach.
- Basis of Estimate and Construction Cost Estimate (60% and 90% Design)

5.5 Phase IIIC Task 5 – Compilation of Technical Report

Following completion of the detailed design phase, a technical report will be assembled and submitted to the City. The technical report will include an updated DBM and calculations performed as part of the

design. The report will be prepared for submittal to FERC Portland Regional Office and to provide full documentation of the design development.

Phase IIIC Task 5 Deliverables:

- Technical Report (draft and final)

6. Additional Services

Additional services will be provided at the request of the City of Spokane. At the time of a request by City of Spokane for additional services, Hatch will provide a cost estimate to complete the requested services. Hatch will advise of schedule and cost impacts to the implementation of additional services requested by City of Spokane.

7. Schedule

Hatch's proposed schedule is shown below and in the Gantt chart as included in Appendix A. The attached project schedule includes each of the technical work tasks that are included in the RFQ scope work. As described above, Hatch's approach and methodology is reflected in the project schedule. Numerous steps in the investigation and design process are included to ensure that there will be good communication and sharing of information between the Hatch project team and the City. The schedule includes key milestones for issuing notes documenting evaluation workshops during the design development process and the issuance of technical memorandums for each of the technical tasks. The schedule is based on a written notice to proceed by August 15, 2020.

Table 7-1: Milestones

Description	Target Completion Dates
STID Updates	01/11/2021
Phase IIIA – Investigation Condition of Spillway and Gates	01/22/2021
Phase IIIB – Conceptual Design and Evaluation	10/28/2021
Phase IIIC - Technical Design Package and Report	04/04/2022

Hatch's commitment to the proposed schedule is subject to on time and accurate inputs (e.g., drawings, documents), reviews and approvals. Any changes to an agreed philosophy during review cycle will require a schedule change and possible additional services. The schedule is based on scope of work as described in this Exhibit. Any additional requests may require additional costs; therefore, any change management process may delay the final deliverables.

In order to meet the schedule presented above, Hatch also requests that the City of Spokane:

1. Provide project information including condition reports, site drawings (CAD files), other technical documentation, etc. to Hatch in a timely manner (within 1 week of request) and that drawings received are representative of as-built conditions.
2. Purchase order for trunnion investigations: Provide the City support in developing the scope of service to provide support during the trunnion investigations. This will include providing safe

access to the selected gate and trunnion location, providing temporary support gate radial arm and gate support and skilled labor with appropriate tools perform mechanical tasks necessary to remove a trunnion pin. It is envisioned that this would be a time and materials purchase order executed directly with the City and Upriver operations staff would assist with this assignment.

8. Project Team Structure

The team has been assembled around the key scope of work items described in this Exhibit. Individuals proposed for the key functions were selected based on their qualifications, experience, and specific skills required for this project. The project team will also include support staff and QA review personnel.

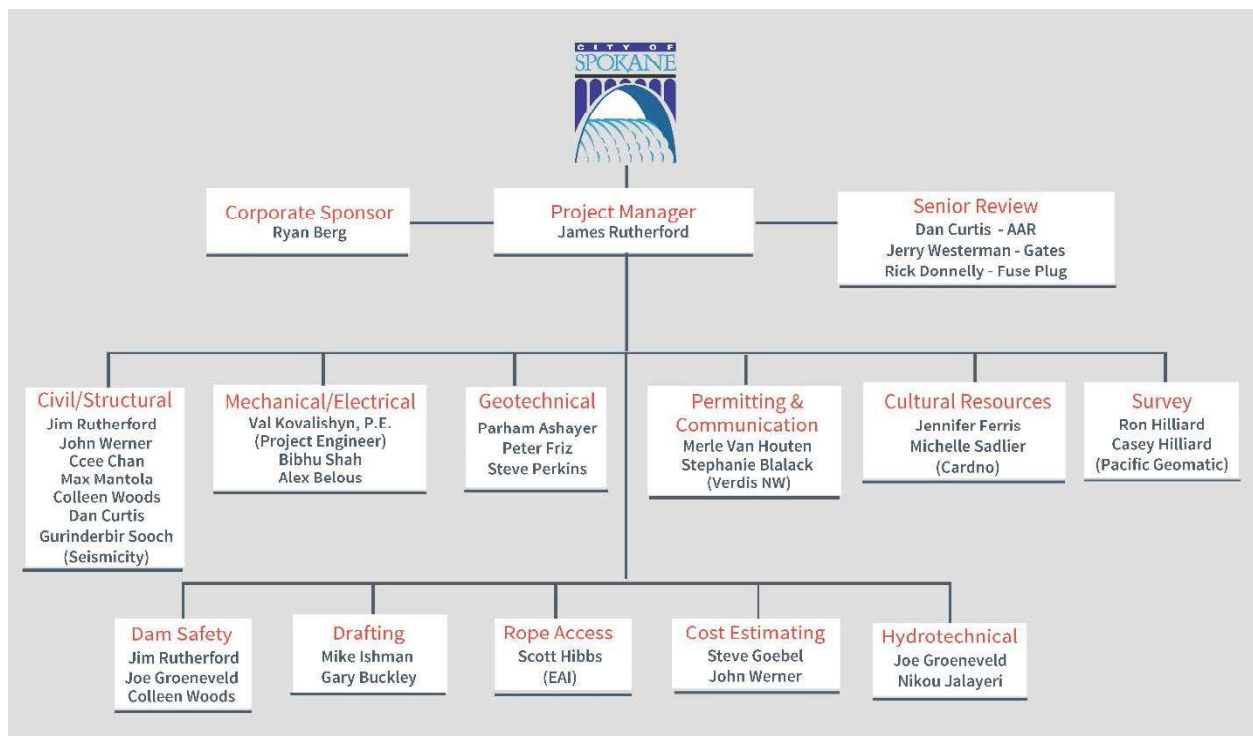
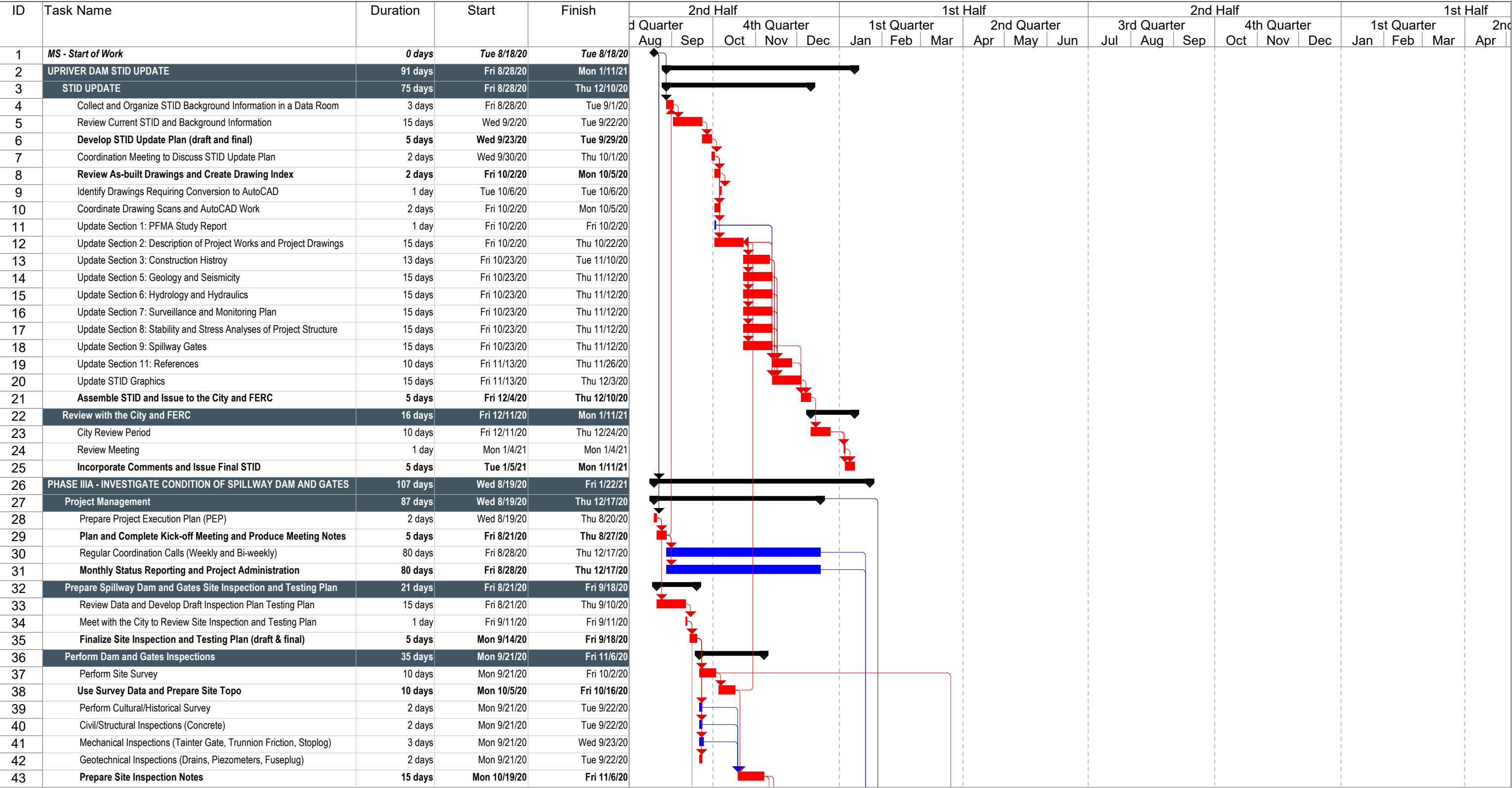


Figure 8-1: Organization Chart

Appendix A: Gantt Chart

UPRIVER DAM SPILLWAY REHABILITATION PHASE III
ENGINEERING DESIGN AND SPECIFICATION AND STID UPDATE

HATCH
Schedule
Wed 7/15/20



Project: Upriver Dam Spillway Rehabilitation Phase III Engineering Design and Specifications and STID Update
Date: Wed 7/15/20

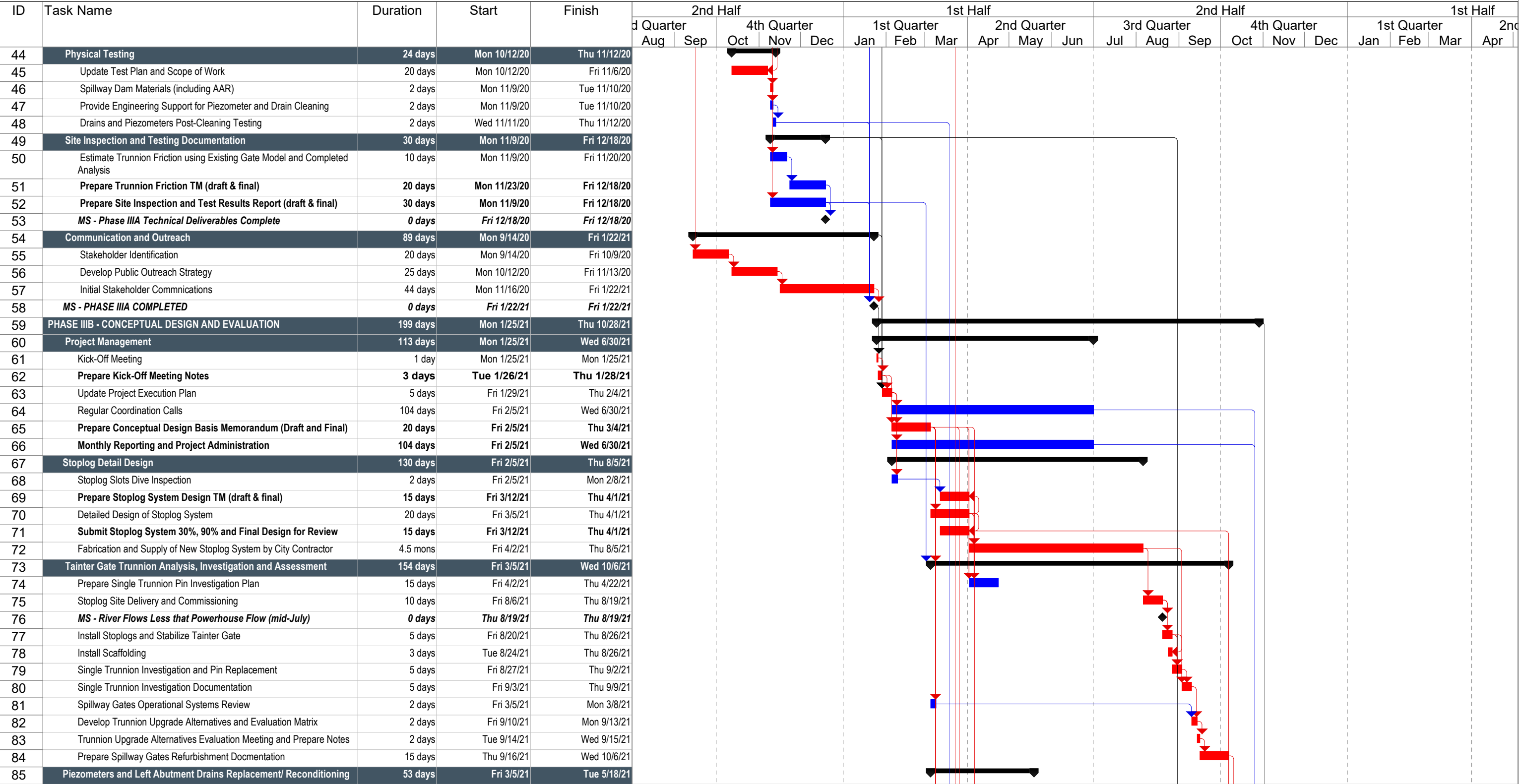
Normal Path Critical Path Milestone Grouped Task

Notes:
TM = Technical Memorandum; MS = Milestone



UPRIVER DAM SPILLWAY REHABILITATION PHASE III
ENGINEERING DESIGN AND SPECIFICATION AND STID UPDATE

HATCH
Schedule
Wed 7/15/20



Project: Upriver Dam Spillway Rehabilitation Phase III Engineering Design and Specifications and STID Update
Date: Wed 7/15/20

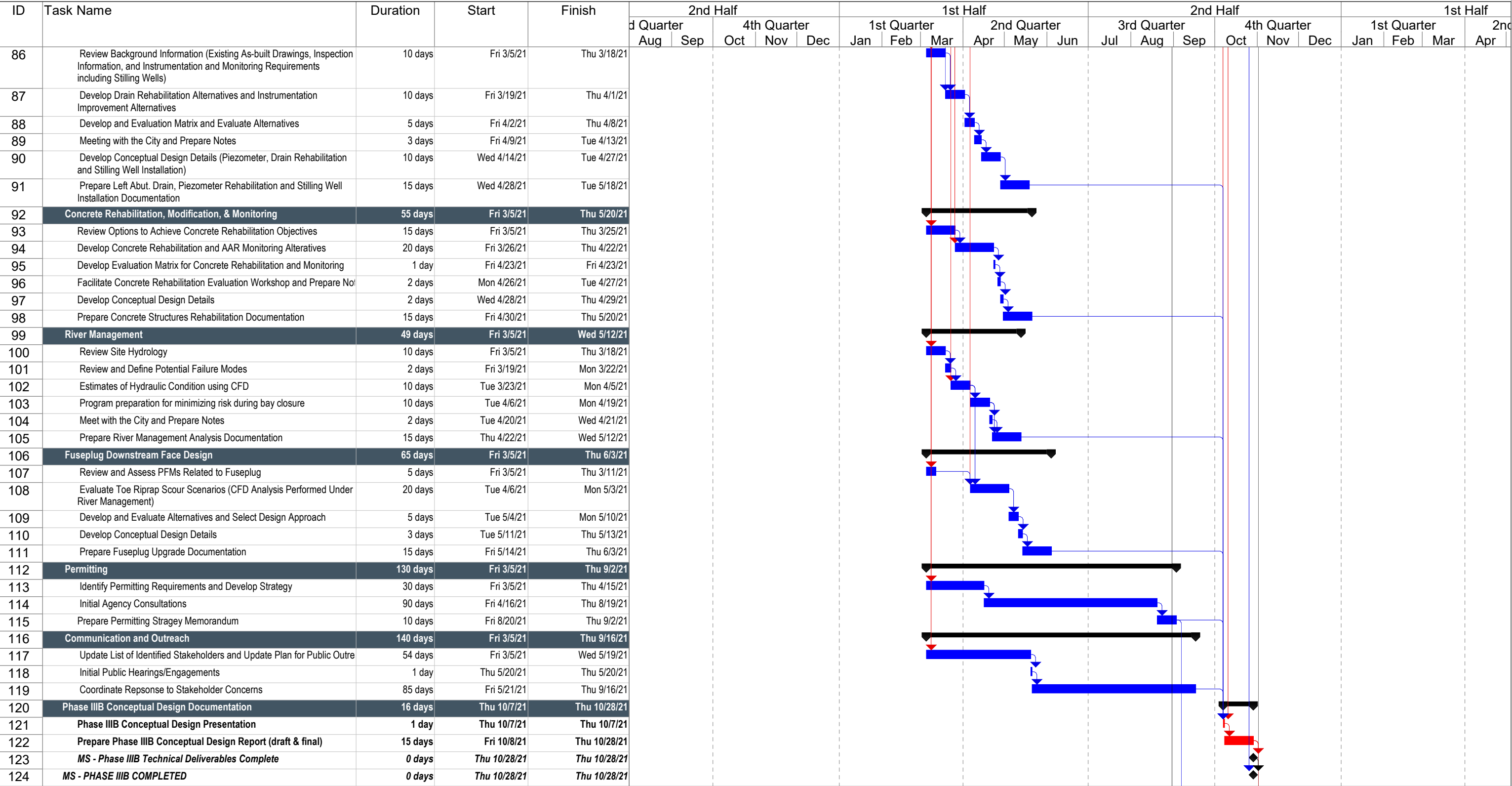
Normal Path Critical Path Milestone Grouped Task

Notes:
TM = Technical Memorandum; MS = Milestone



UPRIVER DAM SPILLWAY REHABILITATION PHASE III
ENGINEERING DESIGN AND SPECIFICATION AND STID UPDATE

HATCH
Schedule
Wed 7/15/20



Project: Upriver Dam Spillway Rehabilitation Phase III Engineering Design and Specifications and STID Update
Date: Wed 7/15/20

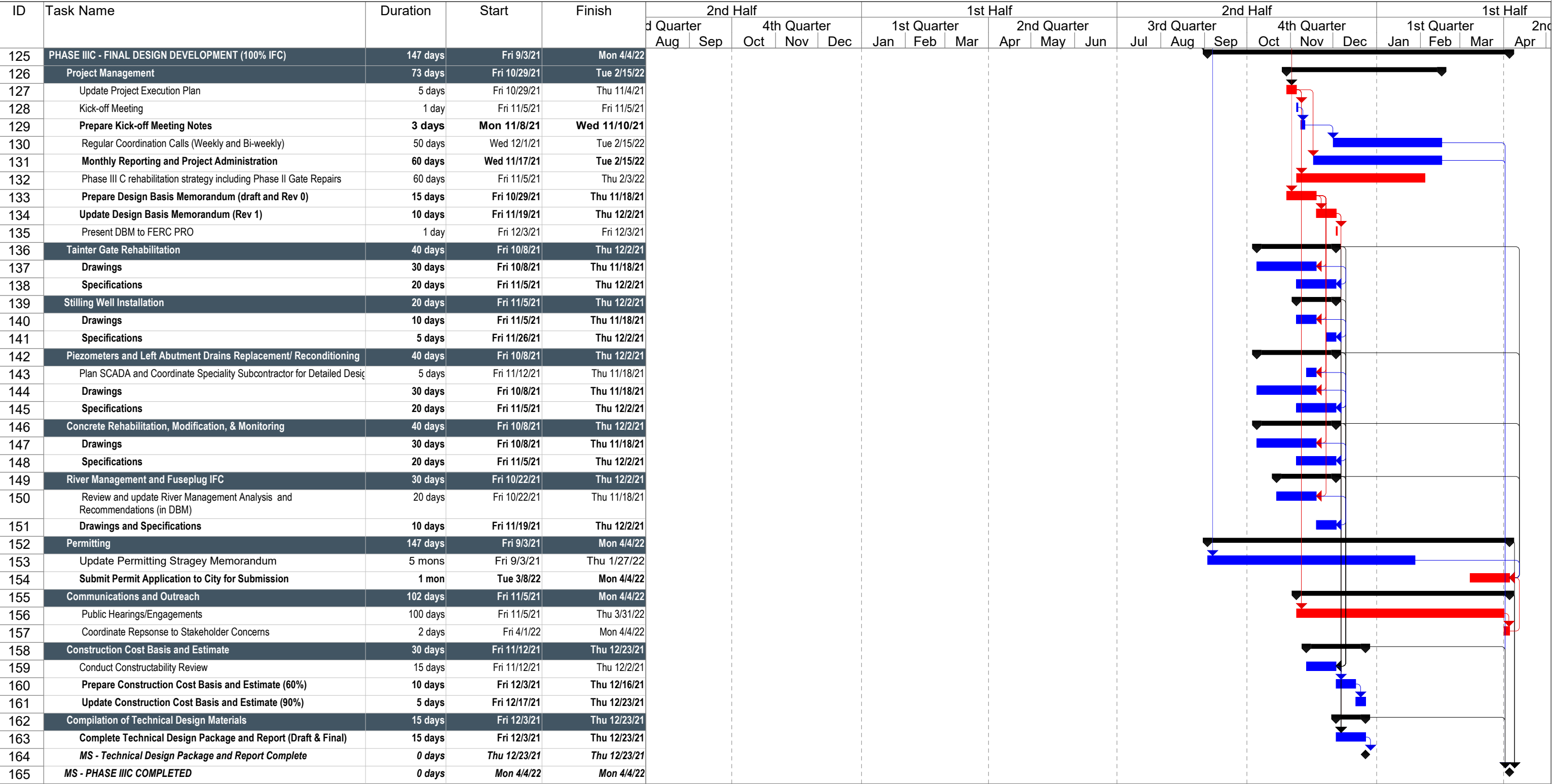
Normal Path Critical Path Milestone Grouped Task

Notes:
TM = Technical Memorandum; MS = Milestone



UPRIVER DAM SPILLWAY REHABILITATION PHASE III
ENGINEERING DESIGN AND SPECIFICATION AND STID UPDATE

HATCH
Schedule
Wed 7/15/20



Project: Upriver Dam Spillway Rehabilitation Phase III Engineering Design and Specifications and STID Update
Date: Wed 7/15/20

Normal Path Critical Path Milestone Grouped Task

Notes:
TM = Technical Memorandum; MS = Milestone



Exhibit C

9. Commercial/Pricing

Hatch's commercial/pricing section is broken down into the following tasks as follows:

- Updating Supporting Technical Information Documents (STID) to meet FERC requirements (Cost Reimbursable);
- Phase IIIA – Investigate Condition of Spillway Dam and Gates (Cost Reimbursable);
- Phase IIIB – Conceptual Design and Evaluations (Cost Reimbursable); and
- Phase IIIC – Final Design Development (Indicative only).

Costs for the Phase IIIC – Final Design Development are indicated “below the line” in the form of an indicative range only. Hatch would expect to confirm separately the scope parameters and pricing for the indicative Phase IIIC task with the City of Spokane prior to commencing with this task.

Costs herein are quoted in United States Dollars (USD).

9.1 Cost Reimbursable and Indicative Only

The total cost for the defined work is estimated to be USD \$813,900, including the indicative cost estimate in section 9.1.4. The breakdown of the individual estimated costs is provided in the following sections of 9.1.1, 9.1.2, 9.1.3 and 9.1.4.

The number of man-hours and cost shown is an estimate only and may increase or decrease in accordance with the requirements of the project.

9.1.1 Updating Supporting Technical Information Documents

The estimated total cost for this task is provided in Table 9-1 in the amount of USD \$65,000.

Table 9-1: Summary of Updating Supporting Technical Information Documents (STID) to Meet FERC Requirements Reimbursable Cost

Task Description	Hatch Level of Effort (hrs)	Sub-contractor (\$)	Hatch Expenses (\$)	Estimated Budget (\$)
Task 1 – Review Background Information and Develop STID Update Plan	50	-	700	8,400
Task 2 – As-Built Drawings	30	-	-	3,900
Task 3 – Update STID Sections 1-3, 5-9, and 11	300	-	-	46,200
Task 4 – Submit STID to the City and FERC	45	-	-	6,500
ESTIMATED TOTAL LEVEL OF EFFORT:	425	-	700	65,000

9.1.2 Phase IIIA – Investigate Condition of Spillway Dam and Gates

The estimated total cost for this Phase IIIA task is provided in Table 9-2 in the amount of USD \$187,900.

Table 9-2: Summary of Phase IIIA – Investigate Condition of Spillway Dam and Gates Reimbursable Cost

Task Description	Hatch Level of Effort (hrs)	Sub-contractor (\$)	Hatch Expenses (\$)	Estimated Budget (\$)
Task 1 – Project Management	60	-	-	10,600
Task 2 – Site Inspection and Testing	490	48,500*** 20,000 ^	4,000	161,000
Task 3 – Permitting, Communication and Outreach	30	6,800 * 3,400**	-	16,300
ESTIMATED TOTAL LEVEL OF EFFORT	580	78,700	4,000	187,900

* Cardno

** Verdis

*** Pacific Geomatics Services, Inc.

^ Extreme Access, Inc.

9.1.3 Phase IIIB – Conceptual Design and Evaluations

The estimated total cost for this Phase IIIB task is provided in Table 9-3 in the amount of USD \$282,100.

Table 9-3: Summary of Phase IIIB – Conceptual Design and Evaluations Reimbursable Cost

Task Description	Hatch Level of Effort (hrs)	Sub-contractor (\$)	Hatch Expenses (\$)	Estimated Budget (\$)
Task 1 – Project Management	135	-	-	23,300
Task 2 – Stoplog, Follower Beam and Hooks Detailed Design	175	-	800	28,000
Task 3 – Tainter Gate Trunnion Analysis, Investigation and Assessment	425	-	4,000	71,700
Task 4 – Piezometers and Left Abutment Drains Replacement/Reconditioning and Stilling Well Installation	315	-	-	55,000
Task 5 – Concrete Rehabilitation, Modification & Monitoring	200	-	-	31,600
Task 6 – River Management and Fuseplug Downstream Face Design	280	-	-	50,600
Task 7 – Permitting, Communications and Outreach	30	8,400 * 7,300**	-	21,900
ESTIMATED TOTAL LEVEL OF EFFORT	1,560	15,700	4,800	282,100

* Cardno

** Verdis

9.1.4 Summary of Phase IIIC Final Design Development (Indicative only)

The Phase IIIC services will be provided on a Cost Reimbursable basis in the amount of USD \$278,900. The cost breakdown as shown in Table 9-4 below is provided for indicative purposes only. Depending on the actual findings or specific requirements from City of Spokane during the assignment, fees may vary.

Table 9-4: Summary of Phase IIIC Final Design Development Indicative Reimbursable Cost

Task Description	Level of Effort (hrs)	Sub-contractor (\$)	Hatch Expenses (\$)	Estimated Budget (\$)
Task 1 – Project Management	295	-	-	47,400
Task 2 – Rehabilitation Design and Contract Documents Development	950	-	-	131,600
Task 3 – Permitting, Communications and Outreach	30	16,700* 39,200 **	-	63,600
Task 4 – Constructability Review, Construction Cost Basis and Estimate	100	3,000^^	-	18,400
Task 5 – Complete Technical Design Package and Report	115		-	17,900
ESTIMATED TOTAL LEVEL OF EFFORT	1,490	58,900	-	278,900

* Cardno

** Verdis

^^ Steve Goebel

9.2 Basis of Compensation

As full compensation for the services, Hatch will be paid the sum of labor billings and reimbursable expenses incurred.

9.3 Schedule of Rates

Compensation to Hatch will be on the basis of hourly charge-out rates provided in Appendix A.

9.4 Travel and Related

Compensation to Hatch for chargeable expenses incurred by Hatch in the interests of the project and not provided for within the charge-out rates, such as travel and related costs including out-of-pocket disbursements, will be charged at Hatch's cost, plus 5%.

9.5 Subconsultants

Hatch has included the estimated cost for proposed services of Subconsultants into Tables 9.1, 9.2, 9.3 and Table 9.4. These Subconsultants will be charged to City of Spokane at cost, plus an additional 10%.

9.6 Invoicing and Payment

Invoices for reimbursable services and expenses will be issued monthly based on the hours using the hourly charge-out rates provided in Appendix A. Invoices are due for payment net 30 calendar days from the date of issue.

Appendix A: Schedule of Rates

Schedule of Standard Country Rates United States

	<u>Per Hour</u>
Senior Consultants	270.00
Engineering, Project, and Construction Managers	233.00
Consultants	208.00
Specialists and Supervisors	197.00
Senior Engineers and Technologists	175.00
Engineers	145.00
Intermediate Engineers	129.00
Junior Engineers	117.00
Technologists	147.00
Senior Designers and Technicians	134.00
Designers and Technicians	119.00
Intermediate Designers and Technicians	104.00
Junior Designers and Technicians	79.00
Purchasing Agents and Senior Expeditors	110.00
Technical Assistants	96.00
Buyers and Expeditors	87.00
Administrative Specialists	86.00
Project Support Coordinators	76.00
Project Support Technicians	67.00
Students	56.00

Currency: United States Dollars

Time Charges:

All time expended on the assignment, whether in our office, at the client's premises, in transit, or elsewhere, is chargeable, including the time of staff engaged in the preparation of documents such as reports and specifications.

Expenses and Disbursements:

Travel, living expenses, personal protective equipment, site office costs for resident staff and project expenses will be charged at cost plus 5%. Project expenses include capital procured equipment, project delivery software (at individual daily rates) and other items not otherwise listed.

Long distance telephone, fax, reproductions, printing office supplies and courier charges are included in the above rates.

Invoicing and Payment:

Fees and expenses are invoiced monthly, payable within 30 days. Taxes will be added when applicable. Interest is charged on overdue accounts at the rate of 12% per annum.

Process and Technology Experts:

Process and Technology experts are charged at specific individual rates.

Overtime:

The above rates do not allow for overtime which will be billed in accordance with the contract terms.

Terms and Conditions:

The above rates are based on Hatch standard terms and conditions.

Scheduled Revision:

The next revision of this Schedule of Rates will be effective January 1, 2021.

JAMES H RUTHERFORD
HATCH ASSOCIATES CONSULTANTS INC
2265 NE 61ST ST
SEATTLE WA 98115

TEMPORARY BUSINESS REGISTRATION CITY OF SPOKANE, WASHINGTON

License No : **T20002603TEM**

Start Date: 08/10/2020

Expiration Date: 11/07/2020

Name of Licensee: HATCH ASSOCIATES CONSULTANTS
ASSOCIATED

Licensee Address: 2265 NE 61ST ST

Business Activity: 541330 Engineering Services

Licensed to engage in business in the City of Spokane, Washington.

DISPLAY THIS DOCUMENT IN PLAIN VIEW AT YOUR PLACE OF BUSINESS.

Notice: The business registration fee is required as a matter of revenue. This registration is not a substitute for any other license, permit or approval that may be required under law or regulation relating to the activity and the use of the premises; does not authorize illegal activity.

DO NOT PHOTOCOPY THIS DOCUMENT

From: [Blain, Amie](#)
To: [Burns, Steve](#); [Rutherford, James](#); [Cacia, Kelly](#); [Durr, Kari](#)
Subject: FW: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES
Date: Friday, August 7, 2020 11:37:00 AM

Hi everyone,

We have approval to continue with the temp business license effective on 8-10-2020. I'll get this forwarded to our Clerk's Office to include with the packet going to the City Council. Thank you again for your help!

Amie Blain, MBA | City of Spokane | Administrative Specialist
509.625.6576 | ablain@spokanecity.org



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Please consider the environment before printing.

From: Blain, Amie
Sent: Friday, August 7, 2020 11:35 AM
To: Brooks, Kevan <kbrooks@spokanecity.org>; Geiger, Cara <cgeiger@spokanecity.org>; Redd, Margaret <mredd@spokanecity.org>; Young, Kevin <kyoung@spokanecity.org>; Salstrom, John <jsalstrom@spokanecity.org>
Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Great, thank you all!

Amie Blain, MBA | City of Spokane | Administrative Specialist
509.625.6576 | ablain@spokanecity.org



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Please consider the environment before printing.

From: Brooks, Kevan <kbrooks@spokanecity.org>
Sent: Friday, August 7, 2020 11:25 AM
To: Geiger, Cara <cgeiger@spokanecity.org>; Blain, Amie <ablain@spokanecity.org>; Redd, Margaret <mredd@spokanecity.org>; Young, Kevin <kyoung@spokanecity.org>; Salstrom, John <jsalstrom@spokanecity.org>
Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

If taxes and licensing it ok with it, I am as well.

Thanks
Kevan

From: Geiger, Cara <cgeiger@spokanecity.org>
Sent: Friday, August 07, 2020 11:24 AM
To: Blain, Amie <ablain@spokanecity.org>; Redd, Margaret <mredd@spokanecity.org>; Young, Kevin <kyoung@spokanecity.org>; Brooks, Kevan <kbrooks@spokanecity.org>; Salstrom, John <jsalstrom@spokanecity.org>
Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Hi,

We are okay with the start date of 8/10/20. Hatch will just need to apply for an annual license through DOR by 11/7/20.

Thank you,



Cara Geiger | City of Spokane Taxes & Licenses |
509.625.6341 | 509.625.6990(fax) | cgeiger@spokanecity.org |
808 W. Spokane Falls Boulevard • Spokane, WA 99201

Find Us: Follow Us:

From: Blain, Amie <ablain@spokanecity.org>
Sent: Friday, August 07, 2020 11:16 AM
To: Geiger, Cara <cgeiger@spokanecity.org>; Redd, Margaret <mredd@spokanecity.org>; Young, Kevin <kyoung@spokanecity.org>; Brooks, Kevan <kbrooks@spokanecity.org>; Salstrom, John <jsalstrom@spokanecity.org>
Subject: FW: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Hi,

I reached out to legal about the contract dates versus the temporary business license dates. They

said to double check with your departments. Would you all be able to advise? Also, to clarify, I have a typo in this email string about the contract effective dates. It is effective from 7-15-2020 to 12-31-2021, not 2020. Thank you in advance for the help.

Amie Blain, MBA | City of Spokane | Administrative Specialist
509.625.6576 | ablain@spokanecity.org



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Please consider the environment before printing.

From: Blain, Amie
Sent: Friday, August 7, 2020 11:12 AM
To: Odle, Mari <modle@spokanecity.org>; Hulvey, Rosemarie <rhulvey@spokanecity.org>; Hansen, Sheila D. <sdhansen@spokanecity.org>
Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Got it, thank you!

Amie Blain, MBA | City of Spokane | Administrative Specialist
509.625.6576 | ablain@spokanecity.org



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Please consider the environment before printing.

From: Odle, Mari <modle@spokanecity.org>
Sent: Friday, August 7, 2020 11:12 AM
To: Blain, Amie <ablain@spokanecity.org>; Hulvey, Rosemarie <rhulvey@spokanecity.org>; Hansen, Sheila D. <sdhansen@spokanecity.org>
Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

You should check with taxes and licensing to see if they care or if accounting has a problem with it since they will be the ones paying.

From: Blain, Amie <ablain@spokanecity.org>
Sent: Friday, August 7, 2020 11:07 AM
To: Hulvey, Rosemarie <rhulvey@spokanecity.org>; Hansen, Sheila D. <sdhansen@spokanecity.org>; Odle, Mari <modle@spokanecity.org>
Subject: FW: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Hi!

I can't remember who worked on this Agenda contract for Hatch for the Dam, and I have a question. They are getting a temporary business license until they can take care of a permanent one. The lady on file that has authorization to renew their license is retired, so they are working on updating that with the state. In the meantime, they have obtained a temporary license from the dates of 8-10-2020 to 11-07-2020, which covers the start date on which they expect to begin the work. The contract has a start date of 7-15-2020. Is this going to be alright, or does the temporary business license need to begin on the contract start date of 7-15-2020 instead of 8-10-2020?

Amie Blain, MBA | City of Spokane | Administrative Specialist
509.625.6576 | ablain@spokanecity.org



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Please consider the environment before printing.

From: Blain, Amie
Sent: Friday, August 7, 2020 10:19 AM
To: Geiger, Cara <cgeiger@spokanecity.org>; Rutherford, James <james.rutherford@hatch.com>; Durr, Kari <kari.durr@hatch.com>; Cacia, Kelly <kelly.cacia@hatch.com>; Burns, Steve <sburns@spokanecity.org>
Cc: Taxes and Licenses <Tax&Licenses@SpokaneCity.org>
Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Hi everyone,

Thank you for the help with this. Our contract runs from 7-15-2020 to 12-31-2020, and I wanted to double check to see if we needed the license to cover the time from 7-15-2020 to 8-10-2020.

Amie Blain, MBA | City of Spokane | Administrative Specialist
509.625.6576 | ablain@spokanecity.org



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Please consider the environment before printing.

From: Geiger, Cara <cgeiger@spokanecity.org>
Sent: Friday, August 7, 2020 10:17 AM
To: Rutherford, James <james.rutherford@hatch.com>; Blain, Amie <ablain@spokanecity.org>; Durr, Kari <kari.durr@hatch.com>; Cacia, Kelly <kelly.cacia@hatch.com>; Burns, Steve <sburns@spokanecity.org>

Cc: Taxes and Licenses <Tax&Licenses@SpokaneCity.org>

Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Here is the updated license. 😊

From: Rutherford, James <james.rutherford@hatch.com>

Sent: Friday, August 07, 2020 10:14 AM

To: Geiger, Cara <cgeiger@spokanecity.org>; Blain, Amie <ablain@spokanecity.org>; Durr, Kari <kari.durr@hatch.com>; Cacia, Kelly <kelly.cacia@hatch.com>; Burns, Steve <sburns@spokanecity.org>

Cc: Taxes and Licenses <Tax&Licenses@SpokaneCity.org>

Subject: RE: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Cara,

Please enter an Monday, 8/10 if possible. This would allow us to be up to date with our business license when this goes to City Council.

Thanks for noticing the missing date and for the help with this.

Jim

James H. Rutherford

Project Manager, Civil/Structural Engineer

Tel: +1 206-479-1012 (direct)

+1 206-479-1300 (Ext 344012)

192 Nickerson Street, Suite 305

Seattle, WA 98109, USA

HATCH

From: Geiger, Cara <cgeiger@spokanecity.org>

Sent: Friday, August 07, 2020 10:08 AM

To: Blain, Amie <ablain@spokanecity.org>; Durr, Kari <kari.durr@hatch.com>; Cacia, Kelly <kelly.cacia@hatch.com>; Rutherford, James <james.rutherford@hatch.com>

Cc: Taxes and Licenses <Tax&Licenses@SpokaneCity.org>

Subject: CITY OF SPOKANE TEMP LICENSE- HATCH ASSOCIATES

Good morning everyone!

We received the payment and application this morning. I have attached the license and will also mail out a physical copy.

I put the start date as 8/14/20. It was not filled out on the application, but I believe I spoke with James yesterday and he mentioned the job would start the middle of the month. Let me know if you need that date changed.

Thank you,



Cara Geiger | City of Spokane Taxes & Licenses |
509.625.6341 | 509.625.6990(fax) | cgeiger@spokanecity.org |
808 W. Spokane Falls Boulevard • Spokane, WA 99201



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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

OPR 2020-0646

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6397

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – TO BE DETERMINED

Cross Ref #**Project #**

2019138 &

Bid #**Requisition #****Agenda Wording**

Low Bid of LaRivier (Rathdrum, ID) for South Gorge Trail Phase 2 and CSO 22B Separation Projects bid of \$4,000,342.70 (plus applicable sales tax). An administrative reserve of \$400,034.27, which is 10% of the contract price, will

Summary (Background)

On August 3, 2020 bids were opened for the above project. The low bid was from LaRiviere Inc. (Rathdrum, ID) in the amount of \$4,000,342.70 (plus applicable sales tax), which is \$352,796.30 or 8.1% below the Engineer's Estimate of \$4,353,139.00; One other bid was received as follows: Halme Construction

Fiscal Impact

Grant related? YES

Public Works? YES

Budget Account

Expense \$ 00

3200-95136-95300-56501-86102

Expense \$ 00

4250-42300-94340-56501-86017

Expense \$ 00

4250-98817-94310-56501-14420

Expense \$ 00

4250-43354-94310-56501-14420

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

TWOHIG, KYLE

Study Session\Other

PIES 5/18/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

htrautman@spokanecity.org

GRANTS &

STOPHER, SALLY

aduffey@spokanecity.org

dbuller@spokanecity.org

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	S. Gorge Trail Phase 2 & CSO 22b Stormwater Separation Project
Date:	May 18, 2020
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<u>Background/History:</u> <ul style="list-style-type: none"> This project fills another gap in the S. Gorge Trail/Centennial Trail loop as shown in the attached exhibits. It also separates combined stormwater (CSO) water from the sanitary system and diverts stormwater currently flowing directly to the river to treatment swales. 	
<u>Executive Summary:</u> <ul style="list-style-type: none"> This project is the second phase in the two phase S. Gorge Trail/Clarke Ave. improvements project as shown on the attached exhibits. The proposed trail is mostly separated from the road. Where required by right of way or topography constraints, the proposed trail is adjacent to the curb. The project also includes the following elements: <ul style="list-style-type: none"> Water main replacement and full depth curb to curb pavement replacement of Clarke Ave. from Superior St. to Maple St. Paving and reconfiguration of the existing gravel parking lot at the south end of the Sandifur pedestrian bridge. The CSO 22b stormwater separation portion of the project includes the following elements: <ul style="list-style-type: none"> Diversion of untreated stormwater currently flowing directly to the river to swales to be constructed as part of the project Separation of stormwater flowing to the sanitary system Utilities replacement and paving of Wilson Ave. from Ash St. to Cedar St. Also included is water, stormwater and repaving of Wilson Construction will occur this summer but may span into next spring. Approximately half the project cost is paid with arterial street funds, approximately a quarter with state grant funds and the remainder utility funds. Clarke Ave. will be closed to through traffic during the day and generally open to through traffic evenings and nights. Local access will be provided from both directions 	
<u>Budget Impact:</u>	

Approved in current year budget?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
<u>Operations Impact:</u>			
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Specify changes required:			
Known challenges/barriers:			

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/15/20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$ 4.3M

Funding Source: Local (75%), state grant (25%)

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is a long planned project that closes a significant gap in the S Gorge Trail.

What are the impacts if expenses are deferred?

State grant funds will be lost.

What alternative resources have been considered?

None. There are no alternative sources of funds for this project.

Description of the goods or service and any additional information?

Complete the South Gorge Trail together with nearby utility and street upgrades. Substantially reduce or eliminate CSO 22 discharges to the Spokane River.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...







Project Location

2019 S Gorge Trail Phase 1

Trailhead parking improvements & trail connection to bridge

Sandfurn Bridge

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

08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 2020-0616
Renews #	
Cross Ref #	
Project #	2019106
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on August 10, 2020.) (City, ST) for Ben Burr Crossing. - \$ _____. An administrative reserve of \$ _____, which is 10% of the price, will be set aside.

Summary (Background)

On August 3, 2020 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$ _____, which is \$ _____ or _____% (above/below) the Engineer's Estimate _____; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 8/3/20 council meeting.

<u>Fiscal Impact</u>	Grant related? YES Public Works? YES	<u>Budget Account</u>
Expense \$ 0		# 3200-95155-95300-56501-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 5/18/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	aduffey@spokanecity.org
		dbuller@spokanecity.org

Briefing Paper PIES

Division & Department:	Public Works, Engineering
Subject:	Ben Burr Crossing at 2nd & 3rd Avenues
Date:	5-18-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract (once bids are opened and recommendation to award submitted to council for approval)
Background/History: <ul style="list-style-type: none"> This project is the continuation/improvement of the Ben Burr Trail project, originally constructed in 2016. 	
Executive Summary: <ul style="list-style-type: none"> The original Ben Burr project (see attached exhibit) left unprotected crossings at 2nd and 3rd Avenues. This project installs HAWK signals at 2nd/Perry and 3rd/Perry This project also installs miscellaneous signing directing users to the Ben Burr trail as shown on the attached exhibit. Traffic will remain open on 2nd, 3rd and Perry but with lane closures. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/15/20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$500,000

Funding Source: Federal

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The Ben Burr 2nd/3rd Ave. crossing project is largely funded with a federal grant. If we delay, we will lose the grant.

What are the impacts if expenses are deferred?

Federal grant funding will expire

What alternative resources have been considered?

None. This is grant funded.

Description of the goods or service and any additional information?

This project installs a protected crossing (HAWK signal) of the Ben Burr Trail across 2nd Ave. & 3rd Ave.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:





City Of Spokane
Engineering Services Department
*** * * Engineer's Final Estimate * * ***

Project Number: 2019106
Project Description: Ben Burr Crossings of 2nd and 3rd Avenues
Funding Source: Local
Preparer: Brittany Kraft
Original Date: 4/29/2020 7:50:53 AM
Update Date: 4/29/2020 7:51:38 AM
Addendum:

Project Number: 2019106

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01		Sales tax shall be included in unit prices		
101	ADA FEATURES SURVEYING	1 LS	*****	3,500.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
103	POTHOLING	10 EA	650.00	6,500.00
104	SPCC PLAN	1 LS	*****	1,200.00
105	MOBILIZATION	1 LS	*****	51,814.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,225.00
107	SEQUENTIAL ARROW SIGN	700 HR	5.00	3,500.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	350 HR	10.00	3,500.00
109	TREE PROTECTION ZONE	3 EA	400.00	1,200.00
110	SAWCUTTING FLEXIBLE PAVEMENT	2075 LFI	1.00	2,075.00
111	SAWCUTTING CURB	20 EA	36.00	720.00
112	SAWCUTTING RIGID PAVEMENT	375 LFI	2.00	750.00
113	REMOVE EXISTING CURB	225 LF	12.00	2,700.00
114	REMOVE CEMENT CONC. SIDEWALK & DRIVEWAY	100 SY	16.00	1,600.00
115	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	65.00	650.00
116	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	65.00	650.00
117	CRUSHED SURFACING TOP COURSE	25 CY	95.00	2,375.00
118	CSTC FOR SIDEWALK AND DRIVEWAYS	5 CY	200.00	1,000.00
119	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28H, 7 INCH THICK	45 SY	175.00	7,875.00
120	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28H, 4 INCH THICK	45 SY	150.00	6,750.00
121	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28H, 2.5 INCH THICK	40 SY	125.00	5,000.00
122	CLEAN EXISTING DRAINAGE STRUCTURE	10 EA	425.00	4,250.00
123	INLET PROTECTION	10 EA	120.00	1,200.00
124	ESC LEAD	1 LS	*****	5,000.00
125	TOPSOIL TYPE A, 2 INCH THICK	200 SY	12.00	2,400.00
126	ROCK MULCH	5 CY	125.00	625.00
127	HYDROSEEDING	200 SY	12.00	2,400.00
128	CEMENT CONC. CURB AND GUTTER	175 LF	65.00	11,375.00
129	CEMENT CONCRETE CURB	50 LF	50.00	2,500.00
130	CEMENT CONC. SIDEWALK	80 SY	85.00	6,800.00

Project Number: 2019106

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>		Sales tax shall be included in unit prices		
131	RAMP DETECTABLE WARNING	8 SF	45.00	360.00
132	PEDESTRIAN HYBRID BEACON, 3RD & PERRY	1 LS	*****	125,000.00
133	PEDESTRIAN HYBRID BEACON, 2ND & PERRY	1 LS	*****	125,000.00
134	SIGNING PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1	55,800.00	55,800.00
135	REMOVAL OF EXISTING PAVEMENT MARKINGS	160 SF	4.50	720.00
136	PAVEMENT MARKING - PAINT	75 SF	4.00	300.00
137	PAVEMENT MARKING - DURABLE HEAT APPLIED	350 SF	10.00	3,500.00
138	BOLLARD, TYPE 1	4 EA	4,500.00	18,000.00
139	BOLLARD, TYPE 2	6 EA	2,500.00	15,000.00
<i>Schedule Totals</i>				513,815.00

SCHEDULE SUMMARY									
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	513,815.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	513,815.00

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

08/17/2020

<u>Date Rec'd</u>	8/5/2020
<u>Clerk's File #</u>	OPR 2020-0648
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019173 &
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR
Agenda Item Name	0370 – LOW BID AWARD – TO BE DETERMINED		

Agenda Wording

Low Bid of (to be determined at bid opening to be held on August 10, 2020) (City, ST) for Paving of Unpaved Streets - Altamont Street from 46th to 49th and Napa Street from Dalke to Francis - \$_____. An administrative reserve of \$_____,

Summary (Background)

On August 10, 2020 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 8/10/20 council meeting.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 00		# 1100-21700-42300-54201-23003
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> UE 8/17/20
<u>Division Director</u>	TWOHIG, KYLE	<u>Council Sponsor</u>
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	aduffey@spokanecity.org
		dbuller@spokanecity.org

Briefing Paper Urban Experience

Division & Department:	Engineering Services; Public Works
Subject:	Paving Unpaved Streets
Date:	August 17, 2020
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
Background/History: <ul style="list-style-type: none"> The City of Spokane has approximately 55 miles of unpaved streets in the City limits. This project was added to the capital program by City Council in order to begin addressing the substantial number of unpaved streets remaining in the City. A project to pave an unpaved street in District 3 (Falls Avenue) was recently completed, this project includes a paving an unpaved street in both Districts 1 and 2. 	
Executive Summary: <ul style="list-style-type: none"> Streets in the projected were selected from a list prepared by Council. Refer to the attached exhibits Project will strip pave driving lanes, approximately centered in the ROW and will not include additional street improvements Construction is planned this summer Project funding is local 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

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Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

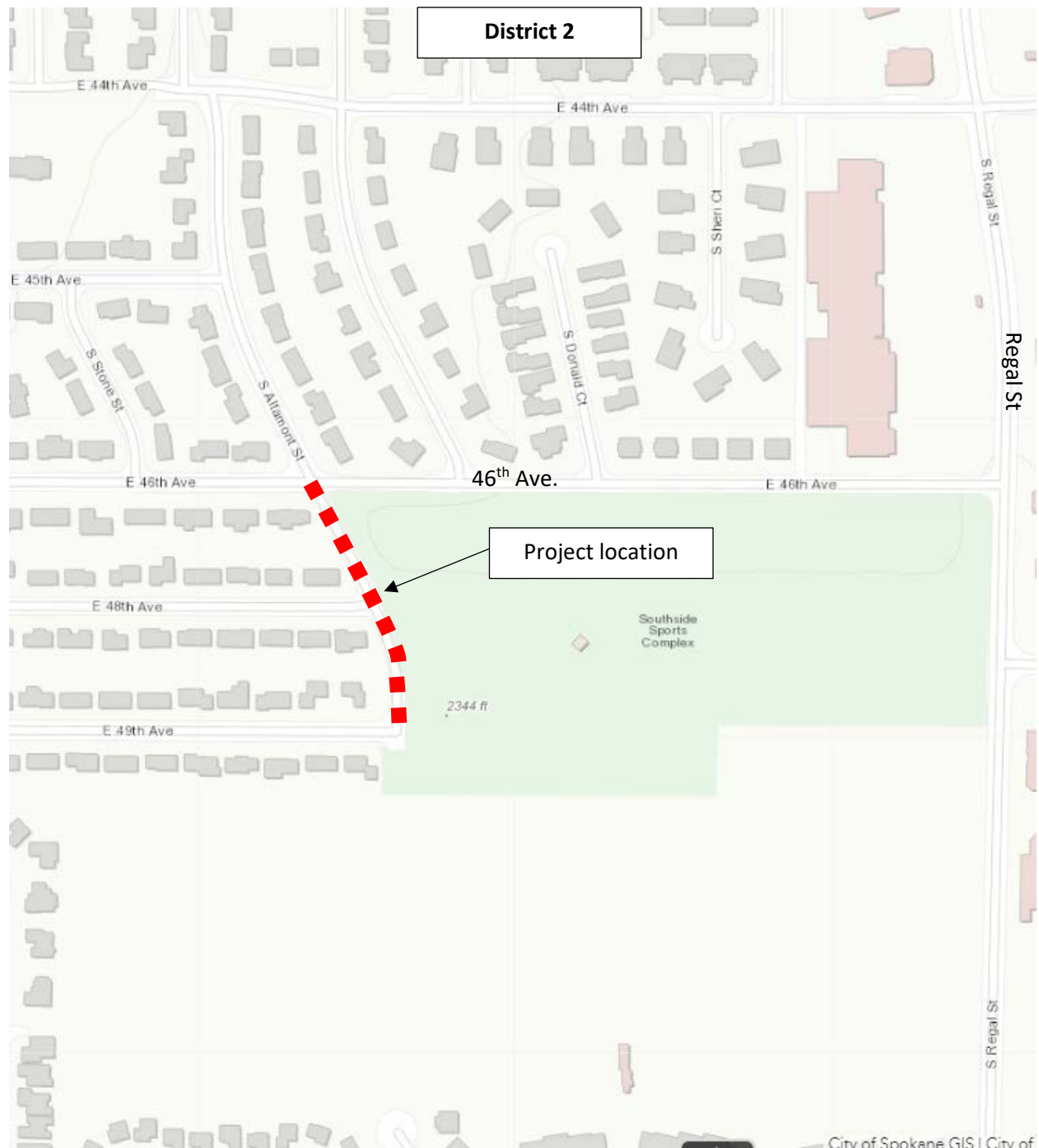
Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:





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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

OPR 2017-0659

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

RFP 4378-17

Agenda Item Type

Contract Item

Requisition #

RE 19593

Agenda Item Name

4490-CONTRACT FOR AIR QUALITY EMISSION COMPLIANCE TESTING AT WTE

Agenda Wording

Contract extension with cost with Deeco, Inc. of Raleigh, North Carolina, to provide air quality emission compliance testing at the WTE from September 1, 2020 through August 31, 2021 with a cost not to exceed \$115,000.00.

Summary (Background)

Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the third extension.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 115,000.00

4490-44100-37148-54940

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 7/27

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

PICCOLO, MIKE

mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

WAHL, CONNIE

rrinderle@spokanecity.org

caveryt@spokanecity.org

deeco@deeco.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract For Air Quality Emission Compliance Testing At WTE.
Date:	July 27, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with DEECO for air emissions compliance testing, without which, the facility will not be in compliance with its Air Operating Permit.

Background/History:

Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the third extension which will span from September 1, 2020 through August 31, 2021 for a total cost not to exceed \$115,000.00.

Executive Summary:

- Renewal #3 of 4 for air emissions compliance testing at the WTE Facility.
- Testing is required under the Facility's Air Operating Permit (Chapter 401, Title V).
- Contract term from September 1, 2020 through August 31, 2021.
- Total cost not to exceed \$115,000.00 including tax.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/10/2020

Type of expenditure:

Goods ☐

Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$115,000.00

Funding Source: 4490 Budget- 4490-44100-37148-54940

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The Waste to Energy facility is required by its Title V permit to conduct an annual test of its continuous emission monitoring system (CEMS) utilizing a Relative Accuracy Test Audit (RATA).

What are the impacts if expenses are deferred?

Failure to comply with operating permits could result in expensive fines.

What alternative resources have been considered?

There are no alternative resources. This work was competitively bid in 2017, of which DEECO was deemed the lowest cost responsible/responsive bidder.

Description of the goods or service and any additional information?

This will be the third renewal of 4 to contract OPR 2017-0659 with Deeco, Inc. for Air Quality Emissions Compliance Testing at the Waste to Energy Facility.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...



City of Spokane

**CONTRACT EXTENSION 3 OF 4
WITH COST**

**Title: AIR QUALITY EMISSIONS
COMPLIANCE TESTING FOR CITY'S
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DEECO, INC.**, whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to CONDUCT AIR EMISSIONS COMPLIANCE TESTING AT THE WTE FACILITY; and

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 3rd of those extensions.

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Extension shall become effective on September 1, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2021.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)** for everything furnished and done under this Contract Extension.

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

DEECO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Contractor's 2020-2021 Rates

20-108

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

08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 2017-0660
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4390-17
Requisition #	CR 21848

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490-CONTRACT EXTENSION FOR ULTRASONIC TESTING AT THE WTE

Agenda Wording

Contract extension with 5 Star Testing, Inc. for ultrasonic thickness testing at the WTE spanning from Oct. 30, 2020 through Oct. 29, 2021 for an additional \$130,000.00 including taxes.

Summary (Background)

The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. 5 Star Testing, Inc., of Brush Prairie, WA was awarded the contract for these services from October 30, 2017 through October 29, 2019 based on their response to RFP 4390-17 with the option of three (3) one-year extensions. This will be the second of those extensions.

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

Expense	\$ 130,000.00	# 4490-44100-37148-54201-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	SIMMONS, SCOTT M.
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 7/27
Council Sponsor	CP Beggs

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Additional Approvals

Purchasing	WAHL, CONNIE
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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Extension for Ultrasonic Thickness Testing at WTE
Date:	July 27, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional time and funding to be added to the contract for ultrasonic thickness testing at the WTE.
Background/History: <p>The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged.</p> <p>5 Star Testing, Inc., of Brush Prairie, WA was awarded the contract for these services from October 30, 2017 through October 29, 2019 based on their response to RFP 4390-17 with the option of three (3) one-year renewals. This will be the second of those renewals and will span from October 30, 2020 through October 29, 2021 with an anticipated cost not to exceed \$130,000.00.</p>	
Executive Summary: <ul style="list-style-type: none"> • Extension #2 of 3 with cost for ultrasonic thickness testing of boiler tubes during maintenance outages at the WTE. • Term from Oct. 30, 2020 through Oct. 29, 2021 with an anticipated cost not to exceed \$130,000.00. • The rates for this contract term will remain unchanged. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/18/2020

Type of expenditure:

Goods ☐

Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$130,000.00

Funding Source: SWD Budget: 4490-44100-37148-54803-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Thickness testing of boiler tubes is required during each maintenance outage at the Waste to Energy Facility to allow for the repair and replacement of worn components.

What are the impacts if expenses are deferred?

Without this testing, there would be no way to know which boiler tubes are worn to the point of possible failure, which would likely result in unscheduled down time and costly repairs.

What alternative resources have been considered?

This is a specialized service that was awarded to 5-Star Testing in 2017 based on their competitive bid response to RFP 4390-17.

Description of the goods or service and any additional information?

This is the 2nd renewal of 3 for OPR 2017-0660 for ultrasonic thickness testing of boiler tubes.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...



City of Spokane

**CONTRACT EXTENSION
2 OF 3**

**Title: ANNUAL ULTRASONIC THICKNESS
TESTING AT THE CITY'S WTE FACILITY**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **5 STAR TESTING, INC.**, whose address is 15801 NE 182nd Avenue, Brush Prairie, Washington, 98606 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to **CONDUCT ANNUAL ULTRASONIC THICKNESS TESTING AT THE CITY'S WTE FACILITY**; and*

WHEREAS, the Request for Proposal provided for 3 additional one-year extensions, with this being the 2nd of those extensions.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 6, 2017 and October 17, 2017, any previous amendments, addendums and/ or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Extension shall become effective on October 30, 2020 and shall run through October 29, 2021.

3. COMPENSATION.

The City shall pay a maximum cost not to exceed **ONE HUNDRED THIRTY THOUSAND NO/100 DOLLARS (\$130,000.00)**, including applicable taxes, for everything furnished and done under this Contract Extension in accordance with the attached invoices. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

5 STAR TESTING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

20-107

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

08/17/2020

<u>Date Rec'd</u>	8/5/2020
<u>Clerk's File #</u>	OPR 2020-0647
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C35923
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	MATT DAVIS 625-6815
<u>Contact E-Mail</u>	MRDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - COVID-19 DEPARTMENT OF COMMERCE ESG-CV AWARD

Agenda Wording

CHHS is requesting permission to accept \$272,216.81 in Emergency Solutions Grant-Coronavirus (ESG-CV) funding from the Washington State Department of Commerce and approval to subaward funds to eligible organizations through the COVID-19 RFP.

Summary (Background)

The CARES Act signed on 3/27/20 to help the support the response to the coronavirus outbreak. This \$272,216.81 is being awarded through a formula by the Department of Commerce to the Consolidated Homeless Grant lead agencies throughout the state. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among persons who are homeless or receiving homeless assistance. An SBO will be completed for this grant award. See attached for further detail.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Neutral	\$ 272,216.81	# 1540-95591-XXXXX-XXXXX-XXXXX
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session\Other</u> PS & CH - 8/3/2020
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u>
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	mrDavis@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	srasnussen@spokanecity.org
<u>Additional Approvals</u>		tdanzig@spokanecity.org
<u>Purchasing</u>		tsigler@spokanecity.org
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	chhsgrants@spokanecity.org
		chhsaccounting@spokanecity.org
		sstopher@spokanecity.org

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	COVID-19 Department of Commerce ESG Award
Date:	7/21/2020
Author (email & phone):	Matt Davis (mrDavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The award agreement was received on July 15, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$272,216.81 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding from the Washington State Department of Commerce to respond to the COVID-19 outbreak and to subgrant these funds to homeless service providers award in the CHHS COVID-19 Emergency Housing RFP.
Background/History: The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS is aware of 3 awards being made to the City from ESG-CV Funds. The first tranche of \$991,359 was already received directly from HUD. An additional \$3,362.228 has been awarded by HUD directly but not yet received by the City. This tranche of \$272,216 is being awarded through a formula by the Department of Commerce to the Consolidated Homeless Grant lead agencies throughout the state. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.	
Executive Summary: Given the immediate needs faced by our communities, the Department of Commerce announced the funds are subject to the following flexibilities and conditions provided by the CARES Act: <ul style="list-style-type: none"> • The funds are not subject to the 60% spending cap on emergency shelter and outreach; • The funds are exempt from typical ESG match requirements; • Federal habitability and environmental review standards and requirements do not apply to temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus. Additional program guidelines from the Department of Commerce are forthcoming. The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed. An SBO will be submitted for these ESG-CV funds to be added to the Department budget.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: HUD	

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☒

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/22/20

Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A - Grant Revenue Item

Funding Source: U.S. Department of Housing and Urban Developm

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



Grant Agreement with

Spokane City of - Human Services

through

Community Services and Housing Division
Housing Assistance Unit

For

Emergency Solutions Grant – COVID 19 (ESG-CV)

Start date: July 1, 2020

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant – COVID 19 (ESG-CV)**

1. Grantee Spokane City of - Human Services 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		4. COMMERCE Representative Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Grant Amount \$272,216.81	6. Funding Source Federal: X State: Other: N/A:	7. Start Date July 1, 2020	8. End Date June 30, 2022
9. Federal Funds (as applicable) \$272,216.81	Federal Agency: HUD	CFDA Number: 14.231	Indirect Rate (if applicable): .25%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0003387-03	12. UBI # 328013877	13. DUNS # N/A
14. Grant Purpose This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program.			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the approved Budget – Attachment B for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the Guidelines for ESG-CV. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number **20-4613C-125**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

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- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due

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notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

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20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

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- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

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42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Grantee will use the funds awarded under this contract to administer grant activities per the Emergency Solutions Grant – COVID 19 (ESG-CV) Guidelines and per the Budget as outlined in Attachment B.

Budget

Budget	Total
Admin	\$19,055.00
Shelter Operations	\$253,161.81
Total	\$272,216.81



Grant Agreement with

Spokane City of - Human Services

through

Community Services and Housing Division
Housing Assistance Unit

For

Emergency Solutions Grant – COVID 19 (ESG-CV)

Start date: July 1, 2020

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant – COVID 19 (ESG-CV)**

1. Grantee Spokane City of - Human Services 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		4. COMMERCE Representative Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Grant Amount \$272,216.81	6. Funding Source Federal: X State: Other: N/A:	7. Start Date July 1, 2020	8. End Date June 30, 2022
9. Federal Funds (as applicable) \$272,216.81	Federal Agency: HUD	CFDA Number: 14.231	Indirect Rate (if applicable): .25%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0003387-03	12. UBI # 328013877	13. DUNS # N/A
14. Grant Purpose This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program.			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
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1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the approved Budget – Attachment B for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the Guidelines for ESG-CV. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number **20-4613C-125**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

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5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

**SPECIAL TERMS AND CONDITIONS
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State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

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5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

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- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due

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notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

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20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

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- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Grantee will use the funds awarded under this contract to administer grant activities per the Emergency Solutions Grant – COVID 19 (ESG-CV) Guidelines and per the Budget as outlined in Attachment B.

Budget

Budget	Total
Admin	\$19,055.00
Shelter Operations	\$253,161.81
Total	\$272,216.81

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

08/17/2020

<u>Date Rec'd</u>	8/7/2020
<u>Clerk's File #</u>	OPR 2016-0743
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2016-1040
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR21873
<u>Agenda Item Name</u>	0320 - CONTRACT EXTENSION FOR LUKE ESSER FOR STATE LOBBYING SERVICES

Agenda Wording

Two-year contract extension with Luke Esser for lobbying services at the state level.

Summary (Background)

This is the final two-year extension of the contract with Luke Esser for state lobbying services. At the conclusion of the contract for the upcoming biennium, state lobbying services will be subject to a new Request for Proposals (RFP).

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ \$21,000 (2020 Amount)	# 0320-36100-11600-54101
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Expense	\$ \$42,000 (2021 Amount)	# 0320-36100-11600-54101
---------	---------------------------	--------------------------

Expense	\$ \$21,000 (2022 Amount)	# 0320-36100-11600-54101
---------	---------------------------	--------------------------

Select	\$	#
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Approvals

<u>Dept Head</u>	MCCLATCHEY, BRIAN
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Division Director

<u>Finance</u>	BUSTOS, KIM
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<u>Legal</u>	ODLE, MARI
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<u>For the Mayor</u>	ORMSBY, MICHAEL
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Additional Approvals**Purchasing****Council Notifications**

<u>Study Session\Other</u>	FA Comm., 8-17-20
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<u>Council Sponsor</u>	CP Beggs
-------------------------------	----------

Distribution List

epoulsen@spokanecity.org

kateburke@spokanecity.org

cmumm@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 8/6/2020

Type of expenditure: Goods ☐ Services ☒

Department: City Council

Approving Supervisor: CP Breean Beggs

Amount of Proposed Expenditure: \$84,000

Funding Source: #0320-36100-11600-54101

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The state lobbyist contracts have expired and the upcoming legislative session requires that we have experienced lobbyists so that we can continue to build on the successes of prior sessions.

What are the impacts if expenses are deferred?

We would lose our trusted, experienced, and capable lobbyists - and our voice - in Olympia.

What alternative resources have been considered?

None - this is the budgeted line in the Council budget for state lobbying services.

Description of the goods or service and any additional information?

State lobbying services.

Person Submitting Form/Contact: Brian McClatchey, bmcclatchey@spokanecity.gov

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONTRACT EXTENSION WITH COST

Title: STATE LEGISLATIVE AND LOBBYING
SERVICES AGREEMENT - LUKE ESSER

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and LUKE ESSER, whose address is 404 158th PI SE, Bellevue, WA 98008, as "Lobbyist". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Lobbyist agreed to PROVIDE LEGISLATIVE AND LOBBYING SERVICES TO THE STATE OF WASHINGTON LEGISLATURE AND AGENCIES; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated November 18, 2016 and amended December 6, 2016, May 8, 2017, and June 30, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective July 1, 2020.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

lobbying services for the City of Spokane to the State of Washington legislature and executive agencies from July 1, 2020 to June 30, 2022.
4. **EXTENSION.** The contract documents are hereby extended and shall run through June 30, 2022.
5. **COMPENSATION.** The City shall pay EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS, (\$84,000.00) for everything furnished and done under this Contract Extension.

<p>LUKE ESSER</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
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Attachments that are part of this Contract Extension:

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

08/17/2020

<u>Date Rec'd</u>	8/7/2020
<u>Clerk's File #</u>	OPR 2016-1040
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2016-0743
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR21874

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0320 - CONTRACT EXTENSION WITH NICK FEDERICI FOR STATE LOBBYING SERVICES

Agenda Wording

Two-year contract extension with Nick Federici for state lobbying services.

Summary (Background)

This is the final two-year extension of the contract with Nick Federici for state lobbying services. At the conclusion of the upcoming biennium, the contract for state lobbying services will be the subject of a request for proposals (RFP) process.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$21,000 (2020 Amount)	# 0320-36100-11600-54101
Expense	\$ \$42,000 (2021 Amount)	# 0320-36100-11600-54101
Expense	\$ \$21,000 (2022 Amount)	# 0320-36100-11600-54101
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> FA Comm., 8-17-20
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	epoulsen@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	cmumm@spokanecity.org
<u>Additional Approvals</u>		kateburke@spokanecity.org
<u>Purchasing</u>		



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 8/6/2020

Type of expenditure: Goods ☐ Services ☒

Department: City Council

Approving Supervisor: CP Breean Beggs

Amount of Proposed Expenditure: \$84,000

Funding Source: #0320-36100-11600-54101

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The state lobbyist contracts have expired and the upcoming legislative session requires that we have experienced lobbyists so that we can continue to build on the successes of prior sessions.

What are the impacts if expenses are deferred?

We would lose our trusted, experienced, and capable lobbyists - and our voice - in Olympia.

What alternative resources have been considered?

None - this is the budgeted line in the Council budget for state lobbying services.

Description of the goods or service and any additional information?

State lobbying services.

Person Submitting Form/Contact: Brian McClatchey, bmcclatchey@spokanecity.gov

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONTRACT EXTENSION WITH COST

Title: STATE LEGISLATIVE AND LOBBYING
SERVICES AGREEMENT - NICK FEDERICI

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and NICK FEDERICI, whose address is 2714 N. ALDER ST., TACOMA, WASHINGTON, 98407, as "Lobbyist". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Lobbyist agreed to PROVIDE THE CITY OF SPOKANE WITH LEGISLATIVE AND LOBBYING SERVICES WITH THE STATE OF WASHINGTON ON BEHALF OF THE CITY OF SPOKANE; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated November 18, 2016 and amended December 6, 2016, May 8, 2017, and June 30, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective July 1, 2020.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

lobbying services for the City of Spokane to the State of Washington legislature and executive agencies from July 1, 2020 to June 30, 2022.
4. **EXTENSION.** The contract documents are hereby extended and shall run through June 30, 2022.
5. **COMPENSATION.** The City shall pay EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS, (\$84,000.00) for everything furnished and done under this Contract Extension.

NICK FEDERICI	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Extension:

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35923

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #

OPR 2020-0647

Contact Name/Phone

TIM SIGLER 625-6055

Project #**Contact E-Mail**

TSIGLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1680 - SBO FOR COVID-19 DEPARTMENT OF COMMERCE ESG AWARD

Agenda Wording

CHHS is requesting approval of the attached SBO related to the acceptance of the COVID-19 ESG-CV award passed through the WA State Department of Commerce. See SBO for details.

Summary (Background)

The CARES Act signed on 3/27/20 to help the support the response to the coronavirus outbreak. This \$272,216.81 is being awarded through a formula by the Department of Commerce to the Consolidated Homeless Grant lead agencies throughout the state. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among persons who are homeless or receiving homeless assistance. CHHS requests budget capacity to utilize this grant award.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Revenue \$ 272,217.00

1540-95591-99999-33114-99999

Expense \$ 242,275.00

1540-95591-65410-54201-99999

Expense \$ 11,836.00

1540-95591-65430-51991-99999

Expense \$ 4,343.00

1540-95591-65430-52991-99999

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

SIGLER, TIMOTHY

Study Session\Other

PS & CH - 8.3.20

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

WALLACE, TONYA

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

chhsaccounting@spokanecity.org

BUDGET

STOPHER, SALLY

sstopher@spokanecity.org

GRANTS &

BROWN, SKYLER

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	COVID-19 Department of Commerce ESG Award
Date:	7/21/2020
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The award agreement was received on July 15, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$272,216.81 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding from the Washington State Department of Commerce to respond to the COVID-19 outbreak and to subgrant these funds to homeless service providers award in the CHHS COVID-19 Emergency Housing RFP.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS is aware of 3 awards being made to the City from ESG-CV Funds. The first tranche of \$991,359 was already received directly from HUD. An additional \$3,362.228 has been awarded by HUD directly but not yet received by the City. This tranche of \$272,216 is being awarded through a formula by the Department of Commerce to the Consolidated Homeless Grant lead agencies throughout the state. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.</p> <p>Executive Summary:</p> <p>Given the immediate needs faced by our communities, the Department of Commerce announced the funds are subject to the following flexibilities and conditions provided by the CARES Act:</p> <ul style="list-style-type: none"> • The funds are not subject to the 60% spending cap on emergency shelter and outreach; • The funds are exempt from typical ESG match requirements; • Federal habitability and environmental review standards and requirements do not apply to temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus. <p>Additional program guidelines from the Department of Commerce are forthcoming. The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed.</p> <p>An SBO will be submitted for these ESG-CV funds to be added to the Department budget.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: HUD</p>	

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☒

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/22/20

Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A - Grant Revenue Item

Funding Source: U.S. Department of Housing and Urban Developm

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO C35923

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Human Services Grant 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 Human Services Grant Fund, and the budget annexed thereto with reference to the Human Services Grant Fund, the following changes be made:

FROM:	1540-95591-Commerce COVID ESG	\$ 272,217
	99999-33114-99999 Contractual Services	
TO:	1540-95591-Commerce COVID ESG	\$ 242,275
	65410-54201-99999 Contractual Services	
	1540-95591-Commerce COVID ESG	\$ 11,836
	65430-51991-99999 Contra Salaries	
	1540-95591-Commerce COVID ESG	\$ 4,343
	65430-52991-99999 Contra Benefits	
	1540-95591-Commerce COVID ESG	\$ 13,763
	65430-54992-99999 Contra Other	

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 provide funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19, 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:**

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

RES 2020-0054

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - RESOLUTION STATING GUIDING PRINCIPLES FOR CRIMINAL JUSTICE

Agenda Wording

A resolution establishing guiding principles for the City of Spokane's role in the criminal justice system in Spokane County.

Summary (Background)

Spokane County worked with the JFA Institute and Vera Institute of Justice on a deliberative process regarding the future of the Spokane County Jail. That process yielded a set of recommendations, the first of which was to establish a set of guiding principles for the regional criminal justice system. As a key participant in the regional criminal justice system, Spokane should adopt guiding principles to help improve our regional criminal justice system. This resolution adopts such principles.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

ALLERS, HANNAHLEE

Study Session\Other

Study Session, 7/30/20

Division Director**Council Sponsor**

Council President Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

RESOLUTION NO. 2020-0054

A resolution establishing guiding principles for the City of Spokane's role in the criminal justice system in Spokane County.

WHEREAS, the Spokane Board of County Commissioners adopted a resolution on February 5, 2019 authorizing the County to work with the JFA Institute ("JFA") and Vera Institute of Justice ("Vera") to facilitate a deliberative process related to the future of the Spokane County Jail; and

WHEREAS, to develop recommendations, the Office of Law & Justice, in coordination with JFA and Vera, assembled a Justice Task Force ("JTF"); and

WHEREAS, the JTF met four times between May, 2019 and January, 2020 and included leaders from various divisions of the criminal justice system, community service providers, the business community, and community members; and

WHEREAS, in doing this work, the JTF and its committees were informed by a series of qualitative listening sessions meant to solicit input and insight from additional stakeholders and community members, including interviews with fourteen criminal justice system stakeholders, six town halls, interviews with ten jail staff members of Spokane County detention services, and focus groups with currently incarcerated community members.

WHEREAS, Recommendation 1 from the resulting report is that the County adopt a set of guiding principles that will inform the County's future decisions related to the criminal justice system; and

WHEREAS, as a large participant in the regional criminal justice system, the City of Spokane should also adopt guiding principles as a first, necessary step toward the improvements in our system of criminal justice in Spokane County that will benefit all people, and will implement our comprehensive and strategic plans to be safer, smarter, more compassionate, and fiscally responsible.

NOW THEREFORE, BE IT RESOLVED that the City of Spokane adopts the following guiding principles to inform future City of Spokane decisions related to the local criminal justice system, including its police department, municipal court, prosecutors, defenders, and probation services, namely that the City of Spokane:

- Commits to ensuring safe and humane treatment and conditions of confinement for everyone who comes into contact with the local justice system (including but not limited to defendants, victims, and staff);
- Recognizes that pre-trial incarceration beyond the "least restrictive conditions" listed in Superior Court Criminal Rule 3.2(b), such as supervised release, travel

or housing restrictions, various types of bonds, requirement for the accused to return to custody during specified hours or to be placed on electronic monitoring, or other conditions reasonably necessary to assure appearance as required, actually undermines public safety;

- Commits to ensuring the rights and safety of victims and survivors of crime, and the broader community;
- Will increase its investments in rehabilitation and diversion opportunities, especially for individuals in need of behavioral health support, recognizing that they are necessary for the region's safety;
- Will increase its investments in community-based resources (especially housing and behavioral health treatment), including public and private partnerships more effective and efficient uses of existing resources, to ultimately improve community safety and well-being;
- Will use data-driven and evidence-based reforms with the goal of reducing crime, decreasing the use of tax payer dollars, and increasing community safety; and
- Commits to pursuing a criminal justice system that ensures racial equity and equity across all identities.

Passed by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

RES 2020-0055

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

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**

4700 - NE MIDDLE SCHOOL STREET VACATION

Agenda Wording

Vacation of vacation of various right-of-ways south of E North Foothills Dr. and west of Perry St., as requested by the Spokane School District to accommodate the NE Middle School.

Summary (Background)

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 14, 2020. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

WEST, JACQUE

Study Session\Other

pIES 06-22-2020

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

ebrown@spokanecity.org

rthompson@spokanecity.org

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

Division & Department:	Planning & Development
Subject:	Vacation of various RW for the NE Middle School Project
Date:	June 22, 2020
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
Background/History: Spokane Public School has purchased property and would like to vacate nearby right-of-ways to make room for their NE Middle School Project.	
Executive Summary: <ul style="list-style-type: none"> • Various easements may need to be retained for existing utilities. • Please see the attached application materials and project narrative. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

RESOLUTION 2020-0055

WHEREAS, on April 17, 2020, the Spokane City Council received a petition for the vacation of various right-of-ways south of E North Foothills and west of Perry Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting various right-of-ways south of E North Foothills and west of Perry Street, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate various right-of-ways south of E North Foothills and west of Perry 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 **September 14, 2020**, 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 _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 14, 2020

LOCATION: West of Perry and South of North Foothills

PROPONENT: Spokane School District

PURPOSE: Make room for the Northeast Middle School

HEARING: TBD

REPORTS:

AVISTA UTILITIES – Avista does have electric/gas facilities in the Perry-Denver Alley to be vacated and electric/gas facilities in the portion of Buckeye being vacated between west side of Perry and the west side of Perry-Denver alley, and therefore requests easement be reserved for those facilities.

CENTURYLINK – When we were first asked about the vacation, we were not provided the information that all of the businesses were going to be removed, which is why we wanted to retain the easements. Now that we have the full picture, we understand that all of the current homes/businesses will be torn down therefore leaving us no reason to have facilities in that alleyway. For CenturyLink, we do not have anything major on that pole line in the alleyway, so, it won't be too hard for us to remove the facilities. This will however be a billable job, so, we will have to receive payment before we can commence with removing the facilities.

CenturyLink is in agreement with the vacation and will not need to retain the easements. Please let me know if there is anything else needed at this point. Also, as we get closer to the date of facilities removal, please send the billing information and contact so that we can get an invoice over to you to get the process started.

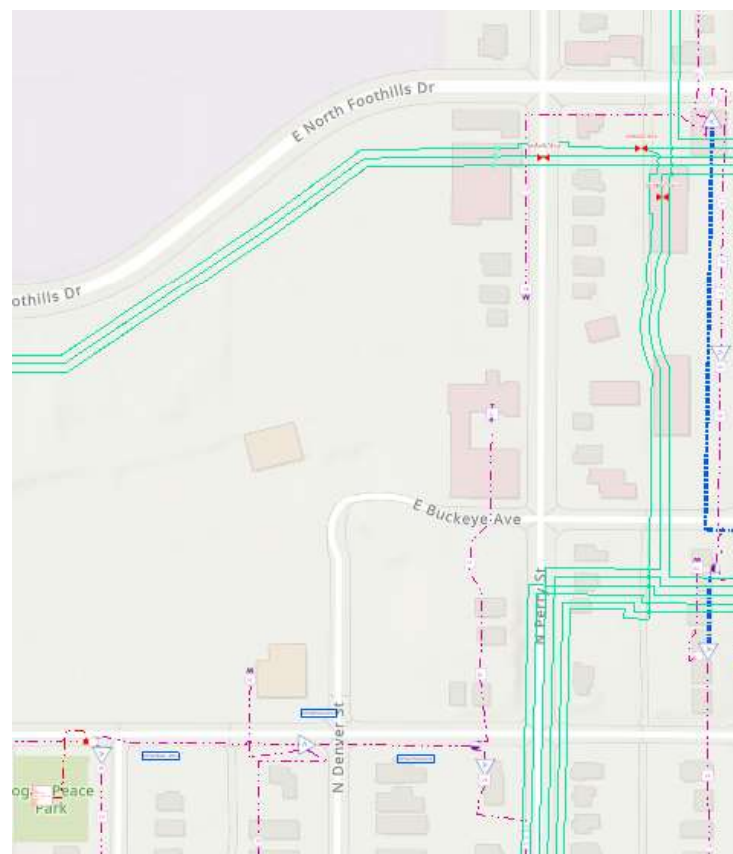
INLAND POWER – Inland Power & Light has no facilities within the vacation area.

ZAYO COMMUNICATIONS - Thanks for the review. Zayo has no comment and or objection to the requested vacation.

WATER DEPARTMENT - The 6" water line in Buckeye @ Perry will need to be killed in Perry or a meter installed at the new ROW. This may not remain a live unmetered main after vacation. Additionally, all services to buildings that are being torn down must be killed at the main, not a ROW vacation requirement but it will need to happen for the project.

PLANNING & DEVELOPMENT – PLANNING – No concerns for this proposal. We are working with the School District for an expansion of the CC3 overlay zoning for the new proposed middle school.

COMCAST - Enclosed is Comcast System map showing our plant for this area. As you can see we have Coax and Fiber built on the pole line in the alley west of Perry Road. At Perry and Buckeye we have 6 fibers (green lines) and a coax line. We have a coax line at Denver and Marietta serving a City building. At North Foothills Dr and Perry alley West we have 3 fibers and a coax line. So Comcast would need to keep the ROW or be paid to move these lines.



ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comments

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No Comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - he Street Department is providing the below 4 pieces of input on this Vacation Request:

1- We have a Street Head and Stop sign on Buckeye, for Perry. We will need notification when the vacation is final to remove them from our inventory.

2 - I believe there is a City owned conduit crossing Denver St. south of Buckeye. Our GIS Innerconnect layer indicates that conduit has security camera cables in it. There is also conduit with fiber running parallel to Denver St. City IT should be requested to review this request.

3 - We have conduit in the area that goes to the Solid Waste building. As the building's going away we won't need the conduit any longer. It should probably be removed back to the nearest vault and building unless the school district or IT needs it.



4 - The blue line depicts City conduit and fiber optics leaving our water department and going to the City field engineering office, the fiber provides them access into the city's network. The circle on the snippet depicts where a City security camera is with cabling into the building.



WASTEWATER MANAGEMENT - Wastewater Management has no assets in the proposed vacation area. Therefore, we have no objection to the vacation provided on site runoff be maintained and treated on site.


BICYCLE ADVISORY BOARD - No Comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities shall be retained for the alley as well as Buckeye between the west line of Perry St. and the west line of Denver St. to protect existing and future utilities.
2. An easement as requested by Comcast and the City of Spokane shall be retained over the entire vacation area to protect existing and future utilities.
3. Pursuant to a purchase and sale agreement, staff is recommending that if approved, this property would be vacated at no-cost.
4. The plans for termination and closure of the right-of-ways must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed, or financially guaranteed for construction, prior to final reading of the ordinance.
5. The 6" water line in Buckeye @ Perry will need to be killed in Perry or a meter installed at the new ROW. This may not remain a live unmetered main after vacation.
6. Adequate emergency vehicle access shall be maintained to existing and future buildings.
7. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **Error! Bookmark not defined.**

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ/xxx



\stvac\Error! Bookmark not defined.

P2001871VACA



Right-of-way Description:
Various right-of-ways south of East
North Foothills and west of North Perry
Street

Legend

 vacation

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



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

08/17/2020

<u>Date Rec'd</u>	8/6/2020
<u>Clerk's File #</u>	RES 2020-0056
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	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	4700 - ROSEWOOD-HELENA STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for September 21, 2020 for the vacation of the north half of Rosewood Ave just east of Helena, as requested by Jon and Nicol Whipple.

Summary (Background)

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 21, 2020. Staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WEST, JACQUE	<u>Study Session\Other</u> PIES 07/13/2020
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	RICHMAN, JAMES	kbecker@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	edjohnson@spokanecity.org
Additional Approvals		mvanderkamp@spokanecity.org
<u>Purchasing</u>		ebrown@spokanecity.org
		rthompson@spokanecity.org

Briefing Paper (Urban Experience Committee)

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



Expenditure Control Form

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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

P2000509VACA

N Helena St

E Rosewood Ave

0 30 60 90 Feet



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

Legend

 vacation

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

RESOLUTION 2020-0056

WHEREAS, on February 4, 2020, the Spokane City Council received a petition for the vacation of the north half of Rosewood Avenue between the east line of Helena Street and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition to Spokane, 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 north half of Rosewood Avenue between the east line of Helena Street and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition to Spokane, 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 north half of Rosewood Avenue between the east line of Helena Street and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition to Spokane, 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 **September 21, 2020**, 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 _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 27, 2020

LOCATION: Rosewood Ave between Pittsburg and Helena

PROPONENT: Jon and Nicol Whipple

PURPOSE: To mitigate liability and risk and to increase property value.

HEARING: September 21, 2020

REPORTS:

AVISTA UTILITIES – Avista does have electric and gas facilities in the portion of the street to be vacated and therefore requests an easement be reserved for those facilities.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our Coax in this area. We are attached to the pole highlighted, we would just need access to it.

ZAYO COMMUNICATIONS – Zayo has no comment or objection to this ROW vacation.

CENTURYLINK – CenturyLink has no objections to this vacation request.

VERIZON – XO/MCI metro do not have facilities in this location.

INLAND POWER – Inland Power & Light has no utility facilities with the proposed vacation area.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – No issues from Fire

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – Since there was already a partial vacation there is no concern.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has no objection to the street vacation.

WASTEWATER MANAGEMENT – That area around Pittsburg, Rosewood and Helena has a number of drainage problems. We have no objection to the vacation provided as usual that the on site runoff be maintained and treated on site. However we would like the city to retain a portion of the proposed vacation area for a future swale. The area we'd like to keep is a full width section at the west end of the proposed vacation area from the property line 15' to the east. Please let me know if we can get this taken care of and I apologize for being so late on comments.


WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Comcast and Avista are requesting easements to protect existing utilities in the right-of-way. The City would like to see private easements established for these utilities prior to the vacation ordinance being finalized.
2. All on-site stormwater runoff generated outside existing roadway must be collected and treated on the site
3. Existing parcels shall be aggregated to ensure no parcel is land-locked.
4. The plans for termination and closure of the roadway must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
5. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago as recommended by City Staff.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2021

Eldon Brown, P.E.
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive style with a large, stylized "E" and a long, sweeping underline.

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

RES 2020-0057

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

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**

4700 - GRANT AND 5TH STREET VACATION

Agenda Wording

Vacation of Grant Street between 5th and I-90, as requested by Daren Doneen.

Summary (Background)

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 21, 2020. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

WEST, JACQUE

Study Session\Other

PIES 06/22/2020

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

ebrown@spokanecity.org

rthompson@spokanecity.org

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

Division & Department:	Planning & Development
Subject:	Vacation of Grant St. between 5 th and I-90
Date:	June 22, 2020
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
Background/History: The property owner would like to vacate the adjacent right-of-way to increase the buildable footprint.	
Executive Summary: <ul style="list-style-type: none"> Selling this right-of-way to the applicant by vacation petition, if approved, would generate approximately \$30,000. All utility purveyors are on board and no easements have been requested. Map of the proposal area attached along with a preliminary sketch from the applicant. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

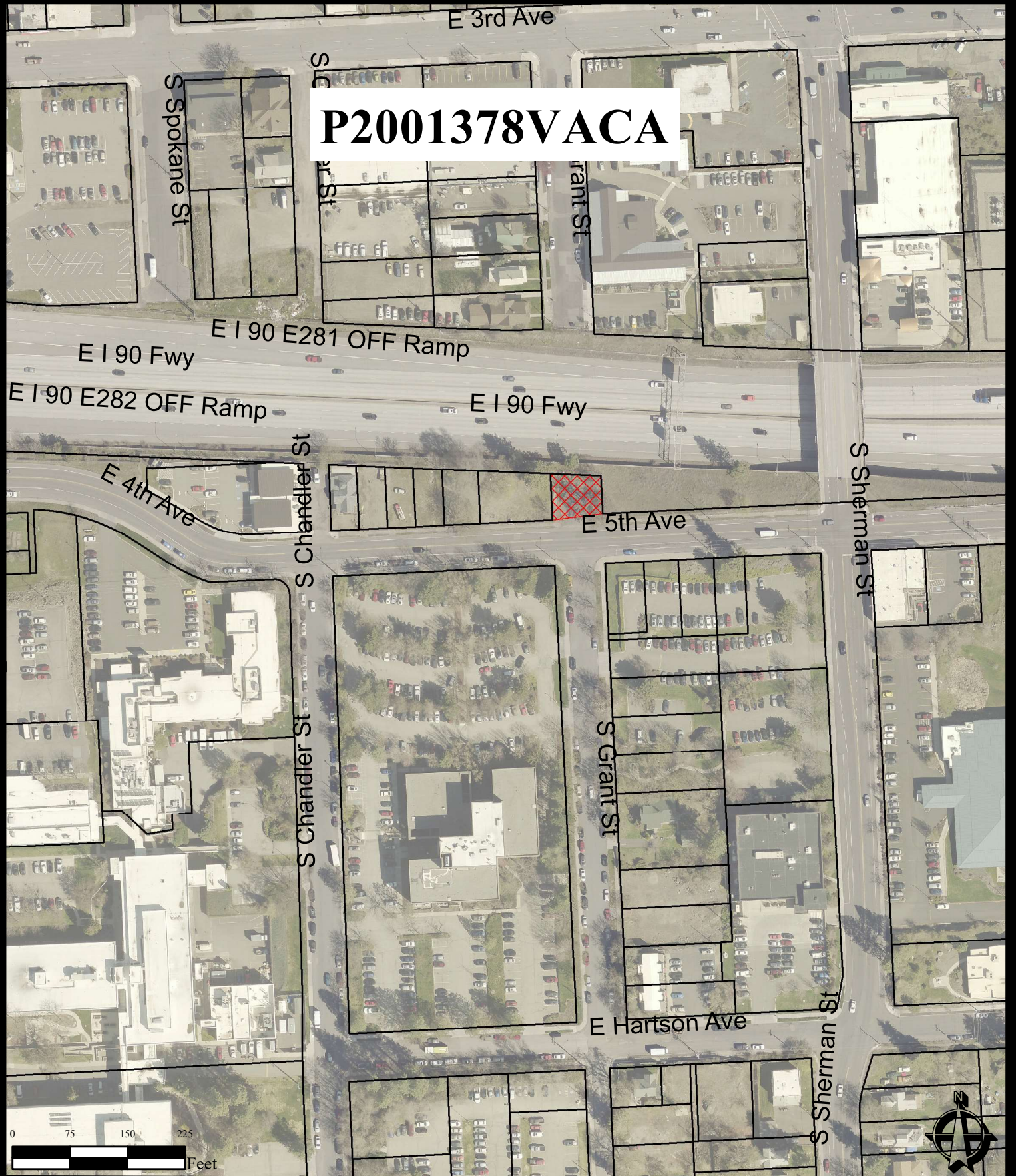
Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

P2001378VACA



**Right-of-way Description:
Grant St. between 5th Ave and I-90**

Legend

 vacation

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



RESOLUTION 2020-0057

WHEREAS, on March 31, 2020, the Spokane City Council received a petition for the vacation of Grant Street between the north line of 5th Avenue and the south line of I-90 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 Grant Street between the north line of 5th Avenue and the south line of I-90, 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 Grant Street between the north line of 5th Avenue and the south line of I-90, 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 **September 21, 2020**, 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 _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 21, 2020

LOCATION: Grant St. between 5th and I-90

PROPONENT: Daren Doneen

PURPOSE: Expand existing property

HEARING: September 21, 2020

REPORTS:

AVISTA UTILITIES – No concerns

COMCAST – Comcast has no issues with this vacation.

VERIZON - XO/Verizon do not have facilities in this area.

INLAND POWER & LIGHT – Inland Power & Light has no facilities in the described area.

CENTURYLINK – CenturyLink has no objections to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT - No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns

PLANNING & DEVELOPMENT – PLANNING – No concerns

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

STREET DEPARTMENT – No objection

WASTEWATER MANAGEMENT - Wastewater Management has no assets on the proposed vacation sight. If the property is to be vacated as usual, on site run off must be maintained and treated on site. Additionally, the continuation of the curb line or a proper driveway drop should be a condition of the vacation to insure separation of drainage, both for city runoff and what will become private runoff. Under those two conditions we have no objection to the vacation of the property.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. The plans for termination and closure of the roadway must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$35,362.95 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2022**

Eldon Brown, P.E.
Principal Engineer – Planning & Development



EDJ

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

RES 2020-0058

Renews #**Submitting Dept**

PLANNING

Cross Ref #**Contact Name/Phone**

MELISSA 6087

Project #**Contact E-Mail**

MWITTSTRUCK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0650 - GRAND BOULEVARD TRANSPORTATION AND LAND USE STUDY

Agenda Wording

Grand Boulevard Transportation and Land Use Study includes Comstock Neighborhood Council Traffic Calming dollars and City Council designated funding for market studies in the Grand District Center.

Summary (Background)

The Study in the Grand District Center, initiated by the Comstock Neighborhood Council, was a collaboration between Planning and Integrated Capital Management. Traffic calming alternatives focused from 28th Avenue to 34th Avenue. Recommendations of future traffic calming alternatives for the Center to meet the safety needs of all users for daily goods, services, and access to achieve the neighborhood's stated desire future included.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Development

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Breann Beggs and

Finance

ORLOB, KIMBERLY

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Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

RESOLUTION NO. 2020-0058

A RESOLUTION RECOGNIZING THE GRAND BOULEVARD TRANSPORTATION AND LAND USE STUDY (“the STUDY”) AS A DECLARATION OF THE COMSTOCK NEIGHBORHOOD DESIRED FUTURE CONDITIONS IN THE GRAND DISTRICT CENTER, PROVIDING DIRECTION FOR NEIGHBORHOOD-BASED IMPROVEMENT ACTIVITIES, AS WELL AS NEIGHBORHOOD PRIORITIES INVOLVING FUTURE PROJECTS.

WHEREAS, the City of Spokane is currently divided into 29 neighborhoods, including Comstock, Rockwood, and Manito-Cannon Hill neighborhoods which together generally comprise those portions of the City lying south of downtown from 17th Avenue to 54th Avenue, High Drive to Perry Street; and,

WHEREAS, the City of Spokane Charter, Section 73, provides for the establishment of Neighborhood Councils. Comstock, Rockwood, and Manito-Cannon Hill Councils have been formed and recognized according to City requirements; and,

WHEREAS, according to City of Spokane Charter Section 74, Neighborhood Councils may review and recommend a plan to the City Council and the Plan Commission regarding matters affecting the neighborhood; and,

WHEREAS, the Comstock Neighborhood Council allocated Traffic Calming program dollars for the Grand Boulevard Transportation and Land Use Study to emphasize safety through the Grand District Center with more opportunities for safe travel by all modes and all users and Spokane City Council allocated \$50,000 in to analyze existing land use in the Center and identify capacity for future growth; and,

WHEREAS, the City of Spokane secured the services of a consultant team for the purpose of preparing the plan (OPR 2019-0509), and signed a contract on July 15, 2019. DKS Associates (“the consultant”) was selected as the prime consultant; and,

WHEREAS, the City, neighborhoods, and the consultant held a series of focus interviews including neighborhoods, business owners, and Spokane Public Schools, two combined workshops and open houses and an online community survey for the purposes of collecting information from stakeholders and the public and developing the features of the Study from October 2019 to February 2020. The City has continued to take public comment from March to July of 2020 through email correspondence, along with feedback from City departments; and,

WHEREAS, a final draft Study was completed by the consultant and presented online in June 2020 due to safety considerations for the public during the Covid-19 pandemic conditions; and,

WHEREAS, notice of Plan Commission hearing was published in the *Spokesman-Review* on June 24 and July 1, 2020 and the Plan Commission held hearings July 8 and July 22, 2020 and recommended the Spokane City Council approve the resolution recognizing the plan on July 22, 2020; and,

WHEREAS, the Study documents the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and public improvement projects, specifically as they relate to future actions in the Grand District Center; and,

WHEREAS, the alternatives outlined in the Study are consistent with policy guidance in the City Comprehensive Plan *Shaping Spokane*. Particularly, Chapter 3 Land Use policies regarding land use policy for neighborhoods, District Centers as designated, Single-family residential areas, and higher density residential uses; and,

WHEREAS, the alternatives outlined in the Study are consistent with policy guidance in the City Comprehensive Plan *Shaping Spokane*. Particularly, Chapter 4 Transportation Goals A-G, regarding sense of place, transportation choices, accommodating access to daily goods and priority destinations, promoting economic opportunity, respecting natural and community environments, public health and safety, and maximizing public benefits and fiscal responsibility with integration; and,

WHEREAS, the alternatives outlined in the Study are consistent with statements for the desired future in this area as put forth in the 2014 Connectivity and Livability Plan developed with the South Hill Coalition and adopted by Council Resolution, particularly greenway connections, crossing improvements, and more walkable centers attractive to reinvestment; and,

WHEREAS, the alternatives outlined in the Study are consistent with the desired goals for the Traffic Calming Study requested by Comstock Neighborhood Council, specifically to address safety for all users of all abilities in the Grand District Center area; and,

WHEREAS, the plan's recommendations do not direct nor result in any change to land use or zoning nor does the Study commit to funding of any public improvement in the Comstock, Rockwood, and Manito-Cannon Hill Neighborhood Councils; and,

WHEREAS, the Study documents the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and projects, specifically as they relate to future actions in the Grand District Center; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Grand Boulevard Transportation and Land Use Study is recognized as a written record of the Comstock neighborhood's ongoing desire and effort to continue building a vibrant, healthy, active, safe, and connected neighborhood for all neighborhood and community residents.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



STAFF REPORT

DEPARTMENT OF NEIGHBORHOOD AND PLANNING SERVICES

To:	City Council
Subject:	<ul style="list-style-type: none">Grand Boulevard Transportation and Land Use Study
Staff Contact:	Melissa Wittstruck, Assistant Planner (509) 625-6087 mwittstruck@spokanecity.org Inga Note, Senior Transportation Engineer (509) 625-6331 inote@spokanecity.org
Report Date:	August 3, 2020
Hearing Date:	August 17, 2020
Recommendation:	Approve

I. SUMMARY

Department of Neighborhood and Planning Services staff, working with district stakeholders and consultants DKS, MIG, and LCG, (collectively the “Project Team”), have developed a final draft *Grand Boulevard Transportation and Land Use Study* to guide future infrastructure improvements in the Grand District Center, south of 28th Avenue to 34th Avenue. The Study also analyzed market conditions that might have future impact to land use policy in the geographic area 28th Avenue to 39th Avenue, Latawah Street to Arthur Street. Based on the framework provided by the subarea Study’s goals and policies, recommendations to calm and provide safe transportation alternatives for all users of all ages, abilities, and modes have been provided. These recommendations are not funded, but are considered for future opportunities. Existing land use policies for future growth in housing choices and commercial development are considered to provide adequate capacity.

II. RECOMMENDED ACTION

Staff recommends that City Council adopt the facts and findings of the Plan Commission and staff report approve the resolution:

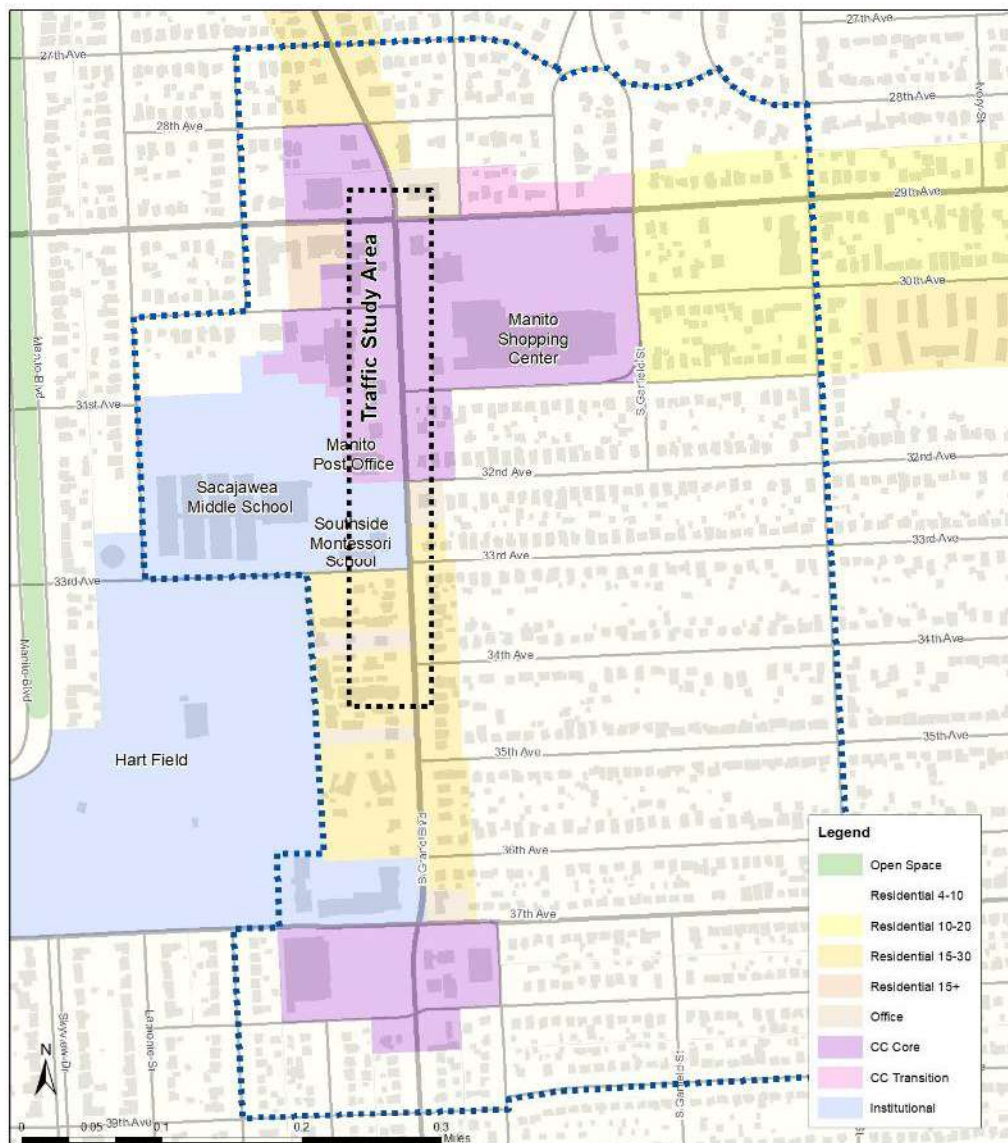
- (1) Recognizing the Grand Boulevard Transportation and Land Use Study as a declaration of the Comstock Neighborhood Council’s desired future condition for the Grand District Center, and reflecting stakeholder priorities for subarea-specific future implementation of public improvement and private development guidance as goals adopted in the Comprehensive Plan for connectivity for all modes of transportation in Centers and between residential areas.

III. BACKGROUND

EXISTING CONDITIONS

STUDY AREA BOUNDARIES

The Study area boundaries included a land use and market analysis comprised of 28th Ave to 39th Avenue, Latawah Street to Arthur Street. The transportation and traffic calming study focused on 28th Avenue to 34th Avenue. The heart of the Grand District Center contains the Manito Shopping Center, and commercial businesses at all four corners of the 29th Avenue and Grand Boulevard intersection, two major arterials serving the south side of Spokane, including commuter traffic. In addition, small businesses serve the area, along with schools, churches, post office, daycares, and other significant providers of daily goods and services to the surrounding residential areas.



RECENT PLANNING EFFORTS

The Grand District Center went through a subarea planning process in 2006 to implement Comprehensive Plan designation as a Center, including land use designations and zoning designations. It has also been the subject of Comprehensive Plan amendments that changed residential land use designations to Centers and Corridors in 2013.

ROLE OF THE PLAN COMMISSION

The proposed resolution to approve the Study required a review process set forth in Spokane Municipal Code (SMC) Chapter 17G.020. The Plan Commission is responsible for holding a public hearing and forwarding a recommendation to the City Council.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council, or may modify the findings as necessary to support their final recommendations.

ROLE OF CITY COUNCIL

The City Council also conducts a review process of the Study and recommendations, considering public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify or deny the proposed resolution rests with the City Council.

COMMUNITY ENGAGEMENT

Each stage of the subarea planning process has incorporated engagement with the numerous stakeholders within the district and the broader community. City of Spokane staff, with the assistance of the project team, have conducted the following community engagement activities as outlined in Exhibit D.

COMMENTS RECEIVED

Written and emailed comments received were provide to the Plan Commission prior to hearing and are also provided to City Council in Exhibit E. Any additional incoming written public comments from Notice prior to City Council hearing will also be provided before hearing.

IV. CONCLUSION

Staff finds that the final draft of the Grand Boulevard Transportation and Land Use Study meets the policy guidance found within *Shaping Spokane, 2017 City of Spokane Comprehensive Plan*, the *2014 South Hill Coalition Connectivity and Livability Strategic Plan*, and the intent of the Comstock Neighborhood Council request for a traffic calming study as outlined in the request for allocation of traffic calming dollars.

V. EXHIBITS

- A. Signed Findings and Conclusions – Plan Commission

- B. Grand Boulevard Study Presentation
- C. Final Draft Spokane Grand Boulevard Study, 20200605
- D. Public Outreach Record Grand Boulevard
- E. Public Comment 2019-2020 July



City of Spokane

Grand Boulevard Transportation & Land Use Study

June 2020



Acknowledgments

CITY OF SPOKANE

City Council

Plan Commission

Neighborhood and Planning Services

Integrated Capital Management

NEIGHBORHOOD COUNCILS

Comstock

Manito-Cannon Hill

Rockwood

DKS ASSOCIATES

Reah Flisakowski, PE

Rochelle Starrett

MIG

Alex Dupey, AICP

Casey Howard, ASLA

LELAND CONSULTING GROUP

Ted Kamp

** Special thanks to over 140 community members and public agency representatives and 475 online survey participants who supported the creation of this plan.*

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The Grand Boulevard Corridor

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

Introduction

Grand Boulevard is one of the busiest streets on the South Hill with few north-south routes connecting downtown to the historic neighborhoods.

This plan focuses on the Grand Boulevard segment within the Comstock neighborhood between 29th Avenue and 37th Avenue, fronted by both commercial and single family uses and serves a mix of transportation needs – driving, walking, biking, and bus transit.

The traffic volumes on the south segment are lower than the north, due to the distance away from downtown. The surrounding community, who travel to and through the corridor for daily needs, expressed concerns with the current roadway and a desire for improvements. The corridor study explored opportunities for transportation, safety, and streetscape changes to meet community goals.

This plan sets out a long-range vision that can be phased incrementally with safety, access, and mobility improvements as the opportunities arise. The Grand Boulevard Plan area is shown in **Figure 1**.

◀ **FIGURE 1. STUDY CORRIDOR**

The Plan

THE **PLAN** INCLUDES THE FOLLOWING SECTIONS:

CORRIDOR CONDITIONS:

Provides an overview of the corridor and describes the deficiencies and need for change. It also presents a summary of the Market Analysis findings and recommendations.

PLANNING PROCESS:

Describes the milestones and community engagement. It presents the plan goals and how alternatives were evaluated to achieve the community's vision.

VISION:

Describes the future concept for the corridor and its key elements.

IMPLEMENTATION:

Describes the near and long-term steps, funding strategies and coordination.

Corridor Conditions

The current project study area features a diverse mix of existing uses, ranging from commercial small businesses and storefronts to single-family homes, multi-family apartment buildings, and two public schools – all contributing to today's driving conditions.

Land Use

Grand Boulevard between 29th Avenue and 37th Avenue features a diverse type of existing uses.

A small business district extends between 29th Avenue and 32nd Avenue which includes a mix of grocery stores, pharmacies, restaurants, coffee shops, and banks, among other commercial establishments. This area is designated as a “center” in the City’s Comprehensive Plan, which is aimed to evolve into a more pedestrian-friendly commercial center over time. Single family homes predominate south of 32nd Avenue and east of Grand Boulevard, in addition to several multi-family apartment buildings. Two public schools serve this neighborhood: Sacajawea Middle School located immediately to the west of Grand Boulevard off 33rd Avenue, and the former Jefferson Elementary School site – now temporary home for elementary students whose own home schools are undergoing renovation (currently “Camp Wilson”) – located at the intersection of Grand Boulevard and 37th Avenue. The current Jefferson Elementary School is also located near the project study area, farther west on 37th Avenue (not shown). The two corridor land use segments – commercial and residential are shown in **Figure 2**.



FIGURE 2. GRAND BOULEVARD’S COMMERCIAL SEGMENT (LEFT) AND RESIDENTIAL SEGMENT (RIGHT)

The Need for Change

Grand Boulevard is currently a five-lane facility for vehicles between 29th Avenue and 31st Avenue, where it transitions to a three-lane facility to the south.

Sidewalks extend on both the east and west sides of Grand Boulevard through the study area, although their quality can vary, as seen in **Figure 3**. Landscape buffers are common to the south of 31st Avenue, and marked crosswalks are available at each traffic signal and at 33rd Avenue, a designated Neighborhood Greenway. No bike facilities are currently provided on the study corridor.



FIGURE 3. CURRENT SIDEWALK CONDITIONS

The corridor section between 29th and 33rd Avenue is currently challenging to navigate. There are several contributing conditions: The transition from five to three lanes encourages drivers to speed up and pass the vehicles in front of them, while the merging of the southbound lane causes drivers to focus more on surrounding vehicles and less on crossing pedestrians.

Numerous driveways along Grand Boulevard add to potential conflicts for all roadway users, including sidewalk pedestrians crossing driveways while they walk, and vehicles crossing multiple lanes of traffic to enter and exit a driveway.

IMPROVED ARTERIAL STREETSCAPE LOCATIONS

The South Hill neighborhoods surrounding Grand Boulevard are actively seeking an enhanced transportation system that facilitates multimodal connections between the neighborhoods, including across the boulevard, and to downtown Spokane. A 2012 planning effort¹ sponsored by the South Hill Coalition identified improved arterial streetscapes near the intersection of Grand Boulevard and 29th Avenue (existing streetscape pictured in **Figure 4**) as a top priority and the 33rd Avenue greenway as a high priority which is also a financially constrained project in Spokane's Comprehensive Plan². Grand Boulevard within the study area is also identified in the Bike Master Plan³ as a candidate location for bike lanes in the future. Other relevant planning initiatives and their findings are summarized in the Appendix.



FIGURE 4.
DRIVEWAYS ALONG
GRAND BOULEVARD
(TOP) AND EXISTING
STREETSCAPE (BOTTOM)

- 1 The South Hill Coalition. Connectivity and Livability Strategic Plan. 2014.
- 2 City of Spokane. Shaping Spokane. 2017.
- 3 City of Spokane. Bike Master Plan, Proposed Bike Network Map. 2016.

Existing Transportation System

Safety

Over the past five years, 111 crashes were recorded within the project study area, an average of 22 crashes each year, and seven additional crashes occurred in January 2019, summarized in **Figure 5**. Crashes are most common at intersections where over 60% (72 of 118) crashes occur. Most crashes were not severe; only 13% of crashes (15 of 118) resulted in minor injuries while only one crash led to a serious injury. No fatalities were recorded in the project study area in the past five years. Most crashes occur with clear skies (84 of 118 crashes), dry roads (83 of 118 crashes), and during the day (79 of 118 crashes). Alcohol use was a factor in 15 crashes (13%).

Pedestrians and bicyclists were each involved in four crashes over the past five years. Two pedestrian crashes occurred near the intersection of Grand Boulevard and 29th Avenue when a vehicle struck a pedestrian while turning. One pedestrian crash occurred near the intersection of Grand Boulevard and 33rd Avenue when a driver ran off the road near a school crossing, striking both a sign and a pedestrian. The fourth pedestrian crash occurred on 33rd Avenue near Arthur Street (not pictured in Figure 5) when a vehicle travelling straight struck a crossing pedestrian. Two bicyclist crashes occurred on Grand Boulevard, including near 29th Avenue and at 36th Avenue. In the crash occurring near 29th Avenue, a bicyclist riding on the sidewalk did not grant right of way to a vehicle, while in the crash occurring at 36th Avenue, a bicyclist riding in traffic was struck by a turning vehicle. Two other crashes involved bicyclists near the intersections of 29th Avenue/Lamonte Street and 36th Avenue/Arthur Street, which are not pictured in Figure 5.

LEGEND

- SERIOUS INJURY
- MINOR INJURY
- POSSIBLE INJURY
- PROPERTY DAMAGE ONLY

◀ **FIGURE 5. HISTORICAL CRASH LOCATIONS (2014-2019)**

Multimodal Demand

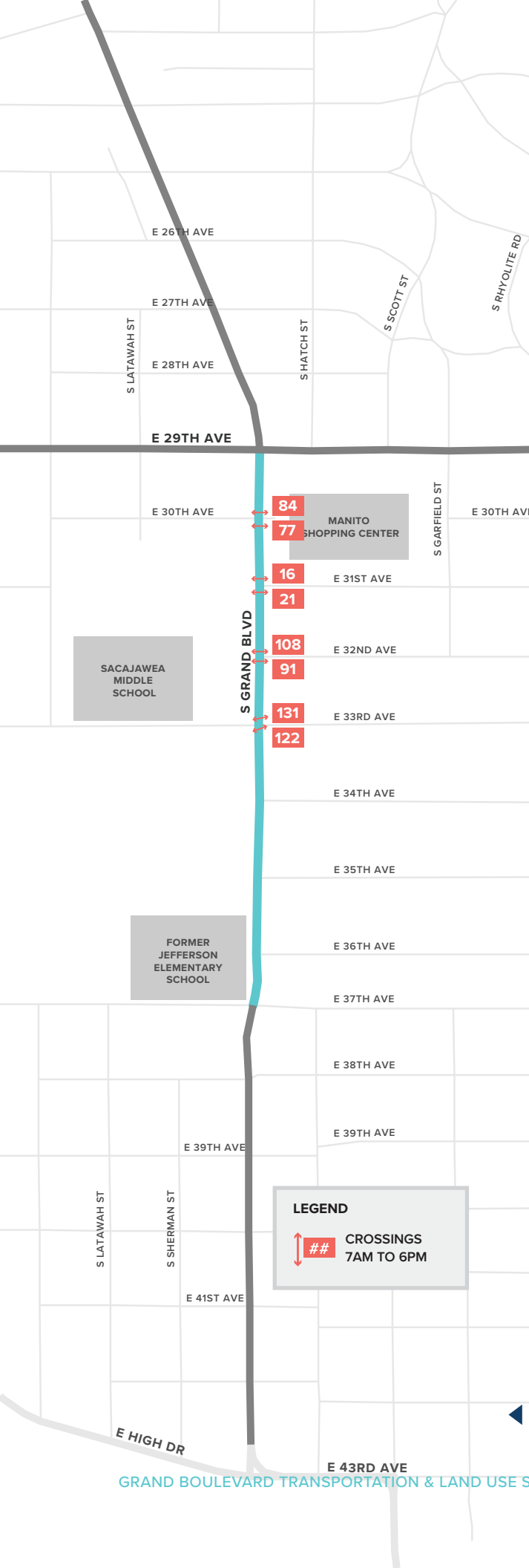
Pedestrian demand, shown in **Figure 6**, is highest adjacent to major pedestrian generators. Daily pedestrian crossings of Grand Boulevard are highest at 33rd Avenue, shown in **Figure 7**, near Sacajawea Middle School, where over 250 pedestrians cross Grand Boulevard each day. Pedestrian volumes at this location are closely correlated with school traffic; most crossings are observed before school starts or after school ends when crossing guards are also in place.

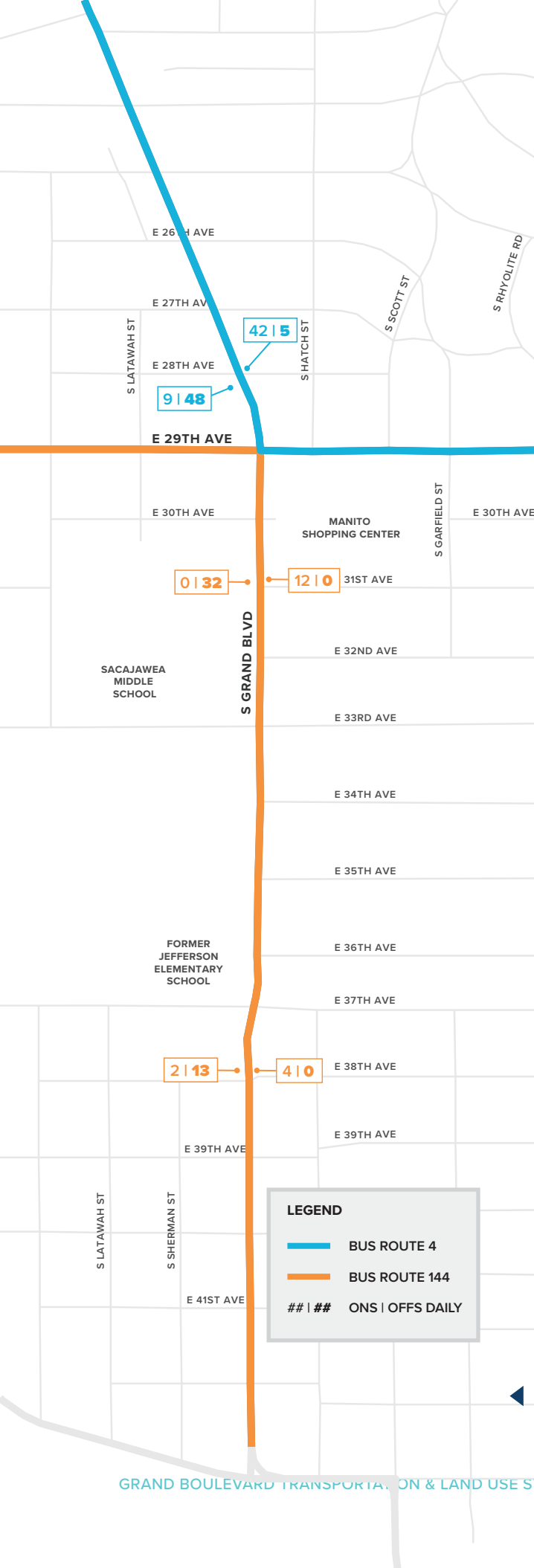


FIGURE 7. PEDESTRIAN CROSSING AT 33RD AVENUE

Between 150 and 200 daily pedestrian crossings are also observed at 30th Avenue and 32nd Avenue. The pedestrian crossing at 30th Avenue is regularly used by elderly residents who cross Grand Boulevard to reach the Manito Shopping Center from the nursing home immediately west of Grand Boulevard. Pedestrians also regularly use the crossings at 32nd Avenue, which provide access to a nearby bank, residences, the post office, and Sacajawea Middle School.

FIGURE 6. DAILY PEDESTRIAN DEMAND FOR CROSSING GRAND BOULEVARD





Pedestrian crossings are fairly consistent throughout the day at 32nd Avenue, and additional pedestrians are expected at this crossing site when a new coffee shop opens near the intersection.



FIGURE 8. ROUTE 144, A COMMUTER EXPRESS SERVICE LINE SERVING THE STUDY AREA

The study area is also currently served by Route 4, the Monroe-Regal high capacity transit line and Route 144 (**Figure 8**), a commuter express service that recently started service on Grand Boulevard in September 2019. Route 4 operates with 15-minute headways during weekdays and Route 144 operates with 20-minute headways during

weekday peak hours. Both transit lines began operation in September 2019, and average daily weekday utilization data from their first month of operation is summarized in **Figure 9**.

Transit ridership is highest near the intersection of Grand Boulevard and 29th Avenue. Approximately 45 riders travel between the intersection of Grand Boulevard/29th Avenue and downtown each weekday; 10 or fewer riders travel between Grand Boulevard/29th Avenue and the Moran Station Park and Ride each weekday. Ridership is more limited on Route 144 although the utilization could be low since no transit service was previously provided on Grand Boulevard through the study area. Ridership is highest near the Manito Shopping Center and commercial developments near the intersection of Grand Boulevard/ 37th Avenue.

FIGURE 9. ROUTES 4 AND 144 DAILY WEEKDAY UTILIZATION

Traffic Analysis

THE **PREFERRED CORRIDOR** ALTERNATIVE INCLUDED:

- Reducing the corridor to three-lanes south of 29th Avenue
- Reconfiguring the lanes on Grand Boulevard at 29th Avenue
- Limiting vehicle access at Grand Boulevard/30th Avenue to provide an enhanced pedestrian crossing

To determine if there are opportunities to reconfigure the street space to develop a comprehensive, multimodal corridor, a traffic operations analysis was conducted. Key intersections on the corridor were evaluated for existing and future year 2040 conditions to test several improvement alternatives.

Implementing the preferred alternative will have relatively modest impacts to overall vehicle traffic operations to allow improved bicycle and pedestrian facilities. Traffic operations at the Grand Boulevard/29th Avenue intersection would experience the biggest change during the evening peak hour with increased overall driver delay and longer southbound queue lengths. The complete Spokane Grand Boulevard Traffic Analysis report is provided in the Appendix.



FIGURE 10. PEAK HOUR TRAFFIC CONDITIONS

Market Analysis

To complement the transportation analysis, a market analysis was conducted to evaluate the area's redevelopment potential and study how private sector changes to the built environment might best support infrastructure recommendations to further community goals. The land use designations in the study area are shown in **Figure 11**.

KEY FINDINGS AND RECOMMENDATIONS FROM THE ANALYSIS:

- Existing land use policy for the area is well-suited to accommodate desirable development forms.
- There are favorable market conditions, with ample residential and retail demand to support infill development.
- No major development incentives are available because of the higher income profile.
- The planned investments in street improvements should help attract developer and property owner interest in redevelopment.
- Given the existing suburban auto-oriented development pattern on the corridor, there is much to be gained in terms of quality of life and safety by making street improvements and pedestrian friendly amenities.

The complete Spokane Grand Boulevard Market Analysis report is provided in the Appendix. It includes details on study area demographics, retail and residential supply and demand, land use and policy summary and specific redevelopment opportunities.

◀ **FIGURE 11. LAND USE DESIGNATIONS**

Planning Process

The 2014 Spokane South Hill Coalition plan provided a wide range of goals with specific strategies for the study area related to corridor planning. These goals and strategies provide guidance to identify potential solutions to address the corridor's challenges.

The Code includes a Complete Street Program ordinance which “encourages healthy, active living, reduction of traffic congestion and fossil fuel use, and improvement in the safety and quality of life of residents in the City of Spokane by providing safe, convenient, and comfortable routes for walking, bicycling, and public transportation.”

Goals and Policies

Spokane’s community values are strong and clearly documented in the Spokane Comprehensive Plan and Spokane Municipal Code.

RELEVANT COMPREHENSIVE PLAN GOALS:

GOAL 1: ACTIVE DOWNTOWN LINKAGES



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

GOAL 2: COMPLETE NEIGHBORHOODS



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

GOAL 3: CRIME PREVENTION



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

GOAL 4: TRAFFIC SAFETY



- Work with the City to address level of service and traffic flows in order to review speed limits on arterials to improve pedestrian and bicycle safety and reduce noise.
- Improve safety for pedestrians at crossings of high-volume and/or high-speed streets.

Public Engagement

The City developed a plan with input from the community and key stakeholders.

The City hosted an online survey to gather input to help inform the direction of the corridor plan. The project survey responses to specific questions are summarized in **Figure 12**. The highest priorities identified for the corridor were providing access to restaurants and shopping and comfortable walking and biking routes.

A sample of online survey comments are shown in **Figure 13**. Comments submitted ranged from wanting no changes to pedestrian improvements to more green space. Over 400 comments were submitted online.

The project team conducted stakeholder interviews at the beginning of the planning process to discuss their concerns and ideas for improvements. Two separate public open house meetings were held to discuss community needs and get their feedback on the corridor concepts. The project team collected in-person input from over 60 community members.

◀ **FIGURE 12. PROJECT SURVEY RESPONSE SUMMARY**



Project Survey Results



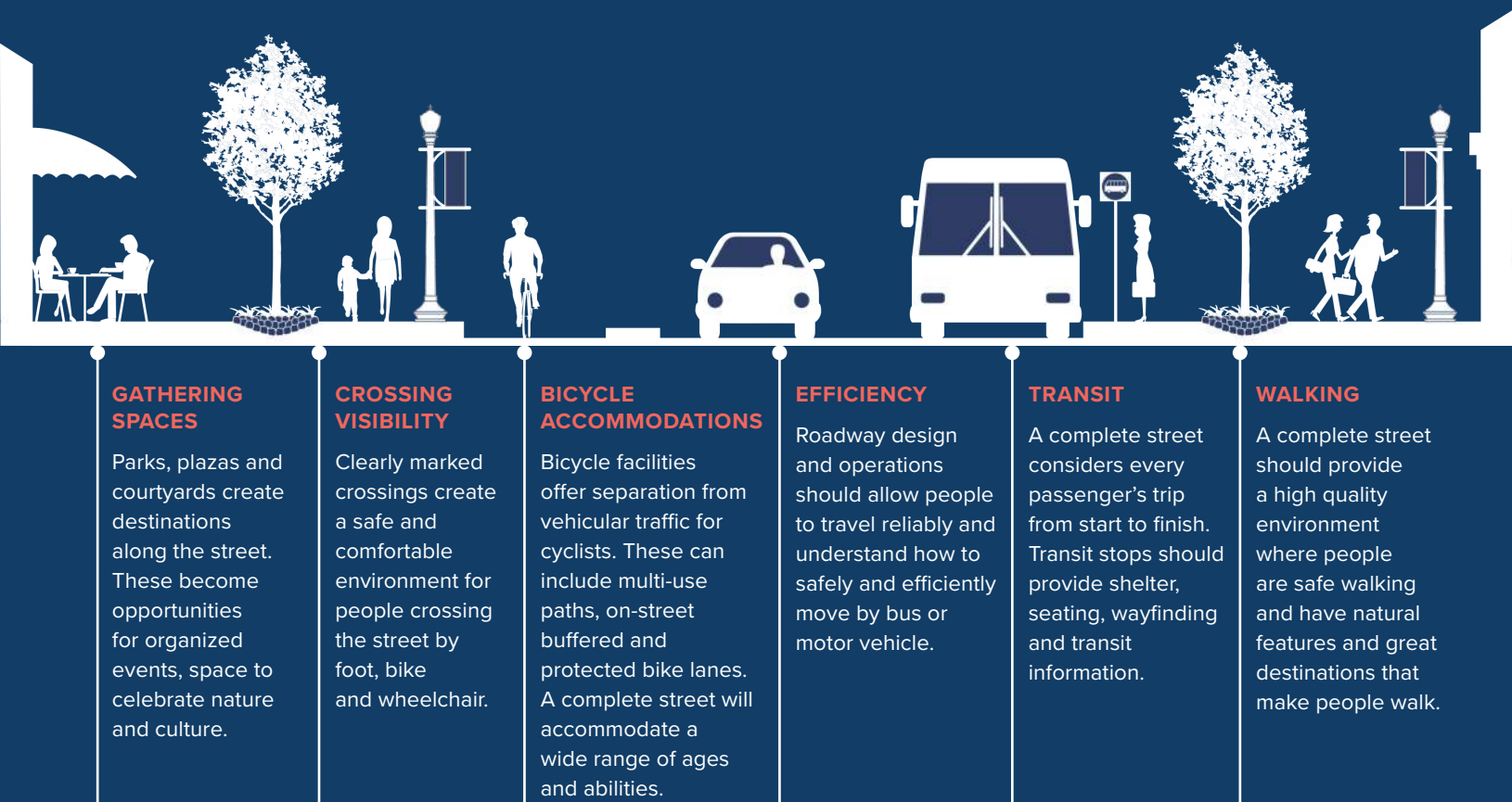
FIGURE 13. SAMPLE OF ONLINE SURVEY COMMENTS

What Is The Vision?

To develop a concept for Grand Boulevard between 29th and 37th Avenue, a number of complete street design and management elements were developed by the project team, then shaped with input from the community.

What Are Complete Streets?

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



Concept Plan

THE LONG-TERM VISION FOR THE CORRIDOR INCLUDES:

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

For more information, see **Appendix A: Existing Conditions Report**

To develop a concept for Grand Boulevard between 29th and 37th Avenue, a number of complete street design and management elements were developed by the project team then shaped with input from the community.

These corridor concepts are shown on the following figures for the north segment (29th Avenue and 33rd Avenue) and south segment (33rd Avenue to 37th Avenue). Improvements would be put in place over time depending on available public funding and private development activity along the frontage. The letters **A**, **B**, **C**, and **D** refer to the phased roadway sections shown on pages 27 and 28. These improvements are conceptual and will be reviewed and refined before final design and construction.

Implementing the concept will have relatively modest impacts to vehicle traffic between 29th Avenue and 33rd Avenue and no impacts to vehicle traffic between 33rd Avenue and 37th Avenue. Reducing the roadway to a three-lane section will require changes at the Grand Boulevard/29th Avenue intersection. The corridor plan would convert the existing southbound through only lane to a left turn lane and close the existing left turn pocket. The northbound through lane against the curb would be removed. The traffic signal phasing and timing would be modified to optimize performance.

The concept street maps on the following pages illustrate how the long-term vision could look along the corridor with the proposed elements in place.

Long-Term Vision

GRAND BOULEVARD POTENTIAL STREETScape IMPROVEMENTS



1

ACCESS RESTRICTIONS

PEDESTRIAN SAFETY ISLAND

RAISED MEDIAN ART

POTENTIAL SHORT-TERM IMPROVEMENTS

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

BUFFERED BIKE LANE

BOX PLANTERS

SNOW STORAGE

TRAFFIC CALMING

2

POTENTIAL 32ND AVE INTERSECTION EXTENSION WEST

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

3

ENHANCED GREENWAY CROSSING

CYCLIST ACTIVATED RAPID FLASH BEACON (RRFB)

POTENTIAL LONG-TERM IMPROVEMENTS NORTH OF 33RD AVE

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

SEATING/AMENITIES

LIGHTING

GREENSTREET ELEMENTS

WIDE SIDEWALK

POTENTIAL IMPROVEMENTS SOUTH OF 33RD AVE

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

TRAFFIC CALMING

BUFFERED BIKE LANES

MAP LEGEND

Parcel Lines

Street

Sidewalk

Landscape Buffer

Tree (New Planting)

Tree (Existing)

Stormwater Planting

Potential Median Art

Lighting (Pedestrian + Street)

Crosswalk

Enhanced Pedestrian Crossing (RRFB)

Enhanced Bike Crossing (RRFB)

Separated Bike Lane

Shared Roadway

Transit Stop

A

Typical Street Improvements, 29th-32nd (see pg 28)

B

Street Improvements Adjacent to Recent Development (see pg 28)

C

Street Improvements Adjacent to Potential Future Development (see pg 29)

D

Typical Street Improvements, 33rd-37th (see pg 29)

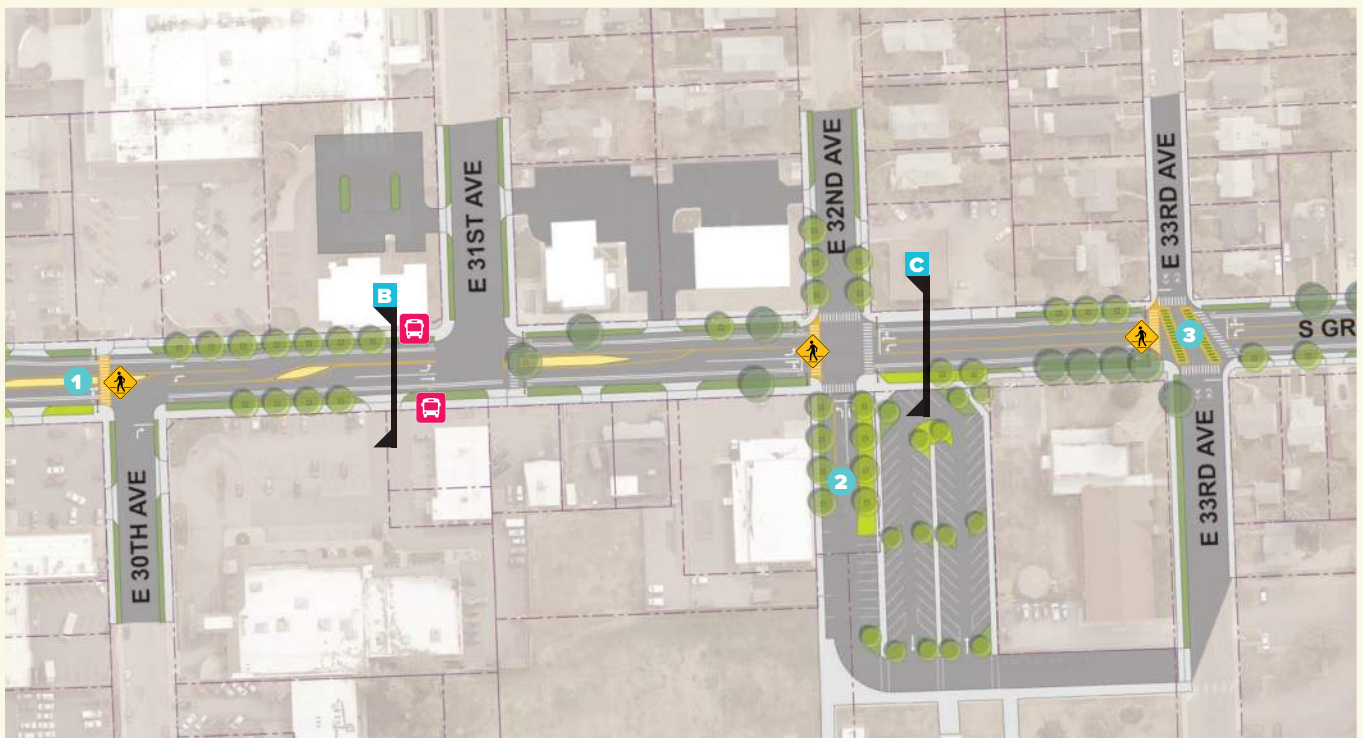
0 30 60 90 120 feet



There are two types of pedestrian crossings shown on the concept map – enhanced pedestrian crossings with flashing beacons at high demand locations and marked crossings with striping and signs at other select locations.

Highlighted spot improvements include:

- 1** There is an opportunity to improve safety and reduce potential driving-walking conflicts at the proposed 30th Avenue enhanced crossing by restricting some vehicle turn movements with a raised center median. This would reroute southbound drivers to access the Manito Shopping Center from 29th Avenue or Garfield Street. If the restriction was not applied, the location of the enhanced crossing should be reevaluated.
- 2** Sacajawea Middle School is scheduled for a full building replacement in a few years. This provides an opportunity to redesign their corridor frontage to reduce existing driving-walking conflicts. The concept plan would replace the two school driveways with a continuous sidewalk and landscape area. Future access to the school would be provided by the extension of 32nd Avenue to the west, creating a four-leg intersection and clearly defined pedestrian crossings. These improvements will need to consider future use of the post office drive-up mailbox which is currently located in the school parking lot.
- 3** 33rd Avenue is a popular crossing location for pedestrians and cyclists. It is designated as a walking route for Jefferson Elementary School and a City Neighborhood Greenway. The concept plan would add both enhanced pedestrian crossings and bicycle greenway crossings to make crossing Grand Boulevard safer and more comfortable.



ADDITIONAL IMPROVEMENTS

Additional improvements to consider include managing vehicle access onto the corridor to reduce vehicle conflicts and increase walking and biking comfort. As redevelopment occurs along the corridor, there may be an opportunity to consolidate, relocate or close driveways on a case by case basis. The existing raised medians should be retained to help manage vehicle movements. Adding raised medians should be considered along segments with a low number of driveways and near pedestrian crossings to provide additional protection. Raised medians provide a location to add esthetic elements to the corridor – low-height landscaping and painted art are popular examples. Improvements will require future approval prior to construction.

Phasing of Improvements

Potential street cross-sections were developed for key corridor segments (labeled **A** through **D**) to show how the changes could be phased over time from existing (Condition 1) to short-term improvements (Condition 2) to the long-term vision (Condition 3).

Condition 1. The existing conditions section represents the general street elements along the corridor today. The dimensions shown are illustrative of the average condition as elements such as vehicle lane widths vary along the corridor.

Condition 2. The short-term improvement sections include elements that are lower cost and easier to install compared to a full reconstruction of the roadway. These elements could be added separately or grouped into a package of projects. Recommended improvements include:

- Restriping the roadway with narrower vehicle lanes
- Adding buffered bike lanes
- Installing enhanced pedestrian crossings at high demand locations
- Adding planter boxes, bike parking and other pedestrian amenities in remaining open spaces
- Relocating bus stops adjacent to the new pedestrian crossings as needed
- Public art elements

Condition 3. The long-term vision sections include higher cost improvements that are more challenging and may require full reconstruction. Potential improvements include widening sidewalks, installing a landscape area, changing the curb location and installing pedestrian scale lighting along the roadway and building greenstreet elements.

The following figures show the potential for each key corridor segment to evolve from existing conditions to the long-range vision.

A-1 Existing Conditions



A-2 Potential Short-Term Improvements



A-3 Proposed Long-Term Vision



TYPICAL STREET IMPROVEMENTS 29TH TO 32ND

A SECTIONS

B-1 Existing Conditions



B-2 Potential Short-Term Improvements



B-3 Proposed Long-Term Vision



STREET IMPROVEMENTS ADJACENT TO RECENT DEVELOPMENT

B SECTIONS

C-1 Existing Conditions



C-2 Potential Short-Term Improvements



C-3 Proposed Long-Term Vision



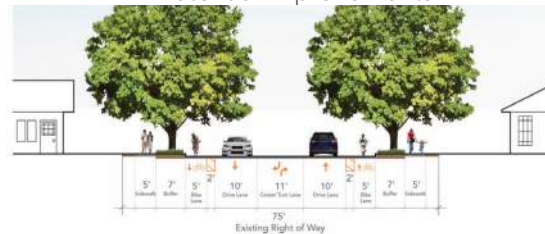
STREET IMPROVEMENTS ADJACENT TO POTENTIAL FUTURE DEVELOPMENT

C SECTIONS

D-1 Existing Conditions



D-2 Potential Improvements



TYPICAL STREET IMPROVEMENTS 33RD TO 37TH

D SECTIONS

Street Trees

The corridor concept includes adding new street trees between 29th Avenue and 33rd Avenue, the segment with the greatest need. Both existing and proposed tree planting locations are shown on the concept map.

Plantings will be more successful if there are long-term considerations for tree planting sites with optimal soil volume. It is recommended to consider incorporating plantings of new trees to resolve possible stormwater issues in this highly impervious area. Trees mitigate stormwater in a number of ways and green infrastructure should be considered such as cell planters and/or structural soil. The presence of trees in a streetscape, neighborhood, and community can decrease the amount of stormwater runoff and pollutants that reach local waters by capturing and storing rainfall. The details of desired landscaping will need to be evaluated by Urban Forestry in future design work to ensure compliance with the City ordinance and ensure long term tree success.

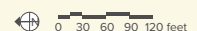


MAP LEGEND

- Parcel Lines
- Street
- Sidewalk
- Landscape Buffer
- Tree (New Planting)
- Tree (Existing)
- Stormwater Planting
- Potential Median Art

- Lighting (Pedestrian + Street)
- Crosswalk
- Enhanced Pedestrian Crossing (RRFB)
- Enhanced Bike Crossing (RRFB)
- Separated Bike Lane
- Shared Roadway
- Transit Stop

- A** Typical Street Improvements, 29th-32nd (see pg 28)
- B** Street Improvements Adjacent to Recent Development (see pg 28)
- C** Street Improvements Adjacent to Potential Future Development (see pg 29)
- D** Typical Street Improvements, 33rd-37th (see pg 29)





Implementation

The development of improvements for Grand Boulevard also yielded other improvement opportunities on 29th Avenue. Implementing these recommended projects would also further encourage multimodal conditions throughout the corridor and surrounding areas.

Ideas for Further Improvements Off the Corridor

During the development of improvements for Grand Boulevard, other opportunities on 29th Avenue were found.

The following projects should be considered to encourage multimodal conditions:

- Heading westbound, 29th Avenue narrows from four-lanes to three-lanes between Grand Boulevard and Latawah Street. Bike lanes are present in both directions west of Latawah Street. The westbound vehicle lanes at the Grand Boulevard signal could be reconfigured to drop one of the two through lanes. This would allow the westbound bike lane on 29th Avenue to start at Grand Boulevard instead of Latawah Street. The extra roadway width on 29th Avenue could be filled with a bike lane buffer. This project would improve safety by providing a designated space for cyclists and eliminating the vehicle lane merge area.
- The westbound right turn-only lane on 29th Avenue at the Grand Boulevard intersection serves a low volume of vehicles and is not needed for capacity. The lane could be converted to a bus lane to serve the adjacent STA stop. This would remove vehicles driving next to the curb to improve conditions for pedestrians.

These recommended improvements will require additional operational analysis and refinements prior to implementation.



FIGURE 14. RECENT PRIVATE DEVELOPMENT IMPROVEMENTS BETWEEN 31ST AND 32ND AVENUE

Funding, Partnerships and Coordination

Creative funding strategies using a variety of sources will be needed to implement the Grand Boulevard vision. There is currently no funding source identified for improvements. Potential sources include local, state and federal programs as well as public-private partnerships. The City will actively pursue available grants, school safety program and traffic calming program. Private developers will help implement the plan's vision for the public realm as infill and redevelopment occurs.

Monitoring

Over time, the City will monitor progress towards the plan vision and goals. Specifically, the City will monitor thresholds for implementing specific types of improvements and evaluate the impacts and benefits to the community. This includes:

- Continue to evaluate vehicle operations and performance over time.
- Continue to collect and evaluate collision data and monitor trends over time.
- Continue to review transit ridership data and monitor trends over time.
- Engage in on-going community feedback to ensure improvements meet the plan vision.



City of Spokane

**Grand Boulevard
Transportation &
Land Use Study**

Appendix

Traffic Analysis



MEMORANDUM



DATE: March 11, 2020

TO: Inga Note, City of Spokane

FROM: Reah Flisakowski, PE
Rochelle Starrett, EIT

SUBJECT: Draft Spokane Grand Boulevard Report

P 19167-000

A traffic operations analysis was conducted to support the Grand Boulevard Plan and determine if there are opportunities to remove vehicle lanes to develop a comprehensive, multimodal corridor. Traffic operations at key intersections on the corridor were assessed for existing and future 2040 conditions to identify future deficiencies and test several vehicle lane scenarios. Future AM and PM peak hour volumes were projected using the Spokane Regional Transportation Council travel demand models. The Existing scenario intersection operations are summarized in Table 1. The highest vehicle delays today are experienced during the AM peak hour at the Grand Boulevard/33rd Avenue intersection for the minor street approach and during the PM peak hour at the Grand Boulevard/37th Avenue signalized intersection and the Grand Boulevard/30th Avenue intersection minor street approach. All intersections meet current City performance standards.

Table 1: Existing Vehicle Operations

#	Intersection	Control	Mobility Target	Existing AM				Existing PM ¹			
				v/c	Delay	LOS	Exceeds Target	v/c	Delay	LOS	Exceeds Target
1	Grand Boulevard and 29th Avenue	Signal	LOS E	0.58	20.3	C	No	0.75	24.2	C	No
2	Grand Boulevard and 30th Avenue ²	TWSC	LOS E	0.24/0.17	9.0/24.2	A/C	No	0.25/0.45	9.5/33.4	A/D	No
3	Grand Boulevard and 33rd Avenue ²	TWSC	LOS E	0.38/0.38	9.3/31.5	A/D	No	0.36/0.29	8.8/20.7	A/C	No
4	Grand Boulevard and 37th Avenue	Signal	LOS E	0.73	25.3	C	No	0.84	39.5	D	No

Notes:

- Existing PM intersection operations reported for the PM peak hour from 4-6 PM for the intersections of Grand Boulevard and 29th Avenue, 31st Avenue, and 37th Avenue. Existing PM intersection operations reported for the School PM Peak Hour from 2:30-4:30 PM for the intersection of Grand Boulevard and 33rd Avenue.
- Intersection Operations reported for worst Major Street/Minor Street movement at all TWSC (two-way stop-controlled) intersections

The 2040 AM and PM traffic volumes were used to understand future traffic operations with no changes to Grand Boulevard; Future Baseline traffic operations are summarized below in Table 2. Key intersections on Grand Boulevard, including the traffic signals at 29th Avenue and 37th Avenue, are expected to operate within or approach their mobility target by 2040. However, growth in vehicle volumes along Grand Boulevard will further delay side street traffic at existing two-way stop control intersections, and the minor street approaches at 30th Avenue and 33rd Avenue are expected to exceed their mobility targets by 2040.

Table 2: Future Baseline Vehicle Operations

#	Intersection	Control	Mobility Target	Future No Build (2040) AM				Future No Build (2040) PM ¹			
				v/c	Delay	LOS	Exceeds Target	v/c	Delay	LOS	Exceeds Target
1	Grand Boulevard and 29th Avenue	Signal	LOS E	0.64	21.6	C	No	0.84	29.2	C	No
2	Grand Boulevard and 30th Avenue ²	TWSC	LOS E	0.29/0.22	9.4/32.8	A/D	No	0.29/0.58	10.0/51.5	A/F	Yes
3	Grand Boulevard and 33rd Avenue ²	TWSC	LOS E	0.46/0.59	9.9/61.9	A/F	Yes	0.44/0.44	9.4/33.6	A/D	No
4	Grand Boulevard and 37th Avenue	Signal	LOS E	0.92	50	D	No	0.93	64.8	E	No

Notes:

- Existing PM intersection operations reported for the PM peak hour from 4-6 PM for the intersections of Grand Boulevard and 29th Avenue, 31st Avenue, and 37th Avenue. Existing PM intersection operations reported for the School PM Peak Hour from 2:30-4:30 PM for the intersection of Grand Boulevard and 33rd Avenue.
- Intersection Operations reported for worst Major Street/Minor Street movement at all TWSC (two-way stop-controlled) intersections

Since most study intersections operate within their existing mobility standards in the Future Baseline scenario, opportunities exist for improved multimodal transportation facilities on this corridor. These opportunities include reconfiguring existing travel lanes near the intersection of Grand Boulevard/29th Avenue to provide either wider sidewalks or add bike lanes, connecting the commercial district near 29th Avenue to the neighborhood greenway on 33rd Avenue, and new enhanced pedestrian crossings. Identified future improvements include:

- Continue the existing three-lane cross section near 32nd Avenue to the north to 29th Avenue
- Convert 30th Avenue to right in/right out only with a raised median; maintain northbound left turns at 30th Avenue to provide local circulation
- Modify the existing southbound approach at Grand Boulevard/29th Avenue for one southbound through lane; specific opportunities identified in the following section
- Extend 32nd Avenue to the west as a private access serving future plans for Sacajawea Middle School

Future traffic operations were analyzed for Grand Boulevard after modelling these improvements using the previously developed 2040 AM and PM traffic volumes; results are summarized in Table 3. Intersection operations at Grand Boulevard/29th Avenue depend on the preferred modification to convert the southbound through lane to a single through traffic lane and operations under each identified reconfiguration are discussed separately in the following section.

Table 3: Build Vehicle Operations

#	Intersection	Control	Mobility Target	Build (2040) AM				Build (2040) PM ¹			
				v/c	Delay	LOS	Exceeds Target	v/c	Delay	LOS	Exceeds Target
1	Grand Boulevard and 29th Avenue	Signal	LOS E	0.88	32.2	C	No	<i>See Following Section</i>			
2	Grand Boulevard and 30th Avenue ²	TWSC	LOS E	0.45/0.08	9.4/14.1	A/B	No	0.51/0.19	10.1/17	B/C	No
3	Grand Boulevard and 33rd Avenue ²	TWSC	LOS E	0.46/0.59	9.9/61.9	A/F	Yes	0.44/0.44	9.4/33.6	A/D	No
4	Grand Boulevard and 37th Avenue	Signal	LOS E	0.92	50	D	No	0.93	64.8	E	No

Notes:

- Existing PM intersection operations reported for the PM peak hour from 4-6 PM for the intersections of Grand Boulevard and 29th Avenue, 31st Avenue, and 37th Avenue. Existing PM intersection operations reported for the School PM Peak Hour from 2:30-4:30 PM for the intersection of Grand Boulevard and 33rd Avenue.
- Intersection Operations reported for worst Major Street/Minor Street movement at all TWSC intersections

Vehicle operations are expected to improve at the intersection of Grand Boulevard and 30th Avenue since high vehicle volumes on Grand Boulevard can significantly delay vehicles turning left from 30th Avenue in the future. The proposed turn restrictions are expected to provide minimal impacts to vehicle circulation. Alternative access to the Manito Shopping Center is provided from both 29th Avenue and 31st Avenue, and northbound left turn access is maintained since this provides a key access point for developments west of Grand Boulevard on 30th Avenue.

Implementing the preferred alternative will have relatively modest impacts to vehicle traffic for improved bicycle and pedestrian facilities between 29th Avenue and 33rd Avenue despite reducing the total number of travel lanes in this portion of Grand Boulevard. No impacts to vehicle traffic are expected between 33rd Avenue and 37th Avenue. The identified improvements provide a key start towards re-developing the Grand Boulevard district into a vibrant urban center in Spokane's South Hill.

Grand Boulevard & 29th Avenue Intersection Opportunities

With the preferred build alternative, one of the existing southbound travel lanes for vehicles is reconfigured to provide more space for pedestrian and bicycle facilities which will require modifications to the southbound approach to Grand Boulevard & 29th Avenue. Three build configurations were tested for the southbound approach, including:

1. **Single Left:** Convert existing through only lane to a left turn lane and close the existing left turn pocket
2. **Dual Southbound Left:** Convert existing through only lane to a left turn lane and maintain the existing left turn pocket
3. **Dual Southbound Left with Split Phasing:** Convert existing through only lane to a left turn lane and maintain the existing left turn pocket; implement northbound/southbound split phasing

Each build configuration was tested using the same cycle length as existing to provide comparable vehicle operations and queueing results. However, notably, some of these build configurations would provide additional opportunities to implement pedestrian-friendly shorter cycle lengths. A summary of build operations for each identified build configuration (PM Peak only) and queueing are detailed below.

Intersection Operations

The intersection of Grand Boulevard/29th Avenue is expected to meet its mobility target with all build configurations; intersection operations for 2040 are summarized below in Table 4. Vehicle delay at this intersection will increase between 15 and 50 seconds depending on the configuration. Using a dual southbound left turn lane minimizes the observed increase in vehicle delay while vehicle delay more than doubles with both a single southbound left turn lane and with dual southbound left turn lanes when north/south traffic is split phased. The intersection v/c ratio is also expected to exceed one when either a single southbound left turn lane or dual southbound left turn lanes with north/south traffic split phased are implemented at this location. However, existing phase lengths were not modified for the single southbound left turn lane or dual southbound left turn lane build configurations. Modifying the existing phase lengths could mitigate some of the observed increase in vehicle delay and intersection v/c ratio compared to the future no build condition.

Table 4: Build Vehicle Operations at Grand Boulevard/29th Avenue

#	Intersection	Control	Mobility Target	Future Build (2040) PM ¹			
				v/c	Delay	LOS	Exceeds Target
0	2040 No Build	Signal	LOS E	0.84	29.2	C	No
1	2040 Build - Single Left	Signal	LOS E	1.04	64.9	E	No
2	2040 Build - Dual SBL	Signal	LOS E	0.85	43.9	D	No
3	2040 Build - Dual SBL with Split Phasing	Signal	LOS E	1.04	76.1	E	No

Notes:

- 1 Existing PM intersection operations reported for the PM peak hour from 4-6 PM for the intersections of Grand Boulevard and 29th Avenue

Vehicle Queueing

Short term (using existing vehicle volumes) and long term (2040) vehicle queueing analysis in SimTraffic was also used to understand the potential for increased queue lengths on Grand Boulevard under each build scenario immediately after project implementation and in the future. In the short term, summarized in Table 6, vehicle queueing will moderately improve in the Build scenario since high southbound left turn volumes routinely exceed the existing left turn storage and spill back in to one of the through lanes. Increasing the available left turn storage in the Build scenario will allow vehicles to use a larger proportion of the available green time which will reduce queue lengths.

Table 6: Short Term Queueing Analysis

Scenario	SBL (Pocket)*	SBL (Existing SBT Lane)	SBTR
Existing	210	1585	1535
Short Term Build - Single Left	--	825	1050
Short Term Build - Dual SBL	195	820	910
Short Term Build - Dual SBL with Split Phasing	215	1125	1340

*150 feet storage available in SBL pocket

Dual southbound left turn lanes do not provide a significant benefit for vehicle queueing since the existing storage length is short, minimizing the number of vehicles that can use this lane. However, the Build - Dual Southbound Left cycle length could be shortened which would minimize delay for pedestrians. The Build - Dual SBL with Split Phasing has the longest estimated queue lengths of any build scenario since split phasing reduces the available green time for both northbound and southbound vehicles.

By 2040, queueing is expected to be significantly increase, regardless of the scenario, summarized in Table 7. Generally, SimTraffic queues in excess of 2,000 feet indicate severe queueing issues, and this analysis does not account for diversion that could happen with very long vehicle queues on Grand Boulevard. Due to these limitations, queueing will be comparable in each scenario by 2040.

Table 7: Long term (2040) Queueing Analysis

Scenario	SBL (Pocket)*	SBL (Existing SBT Lane)	SBTR
2040 No Build	210	5105	5065
2040 Build - Single Left	--	3675	3805
2040 Build - Dual SBL	200	4365	4515
2040 Build - Dual SBL with Split Phasing	220	4910	4775

*150 feet storage available in SBL pocket

APPENDIX



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

2900 S Grand Blvd
600 E 29th Ave

File Name : Grand & 29th INT155 AM

Site Code : INT155

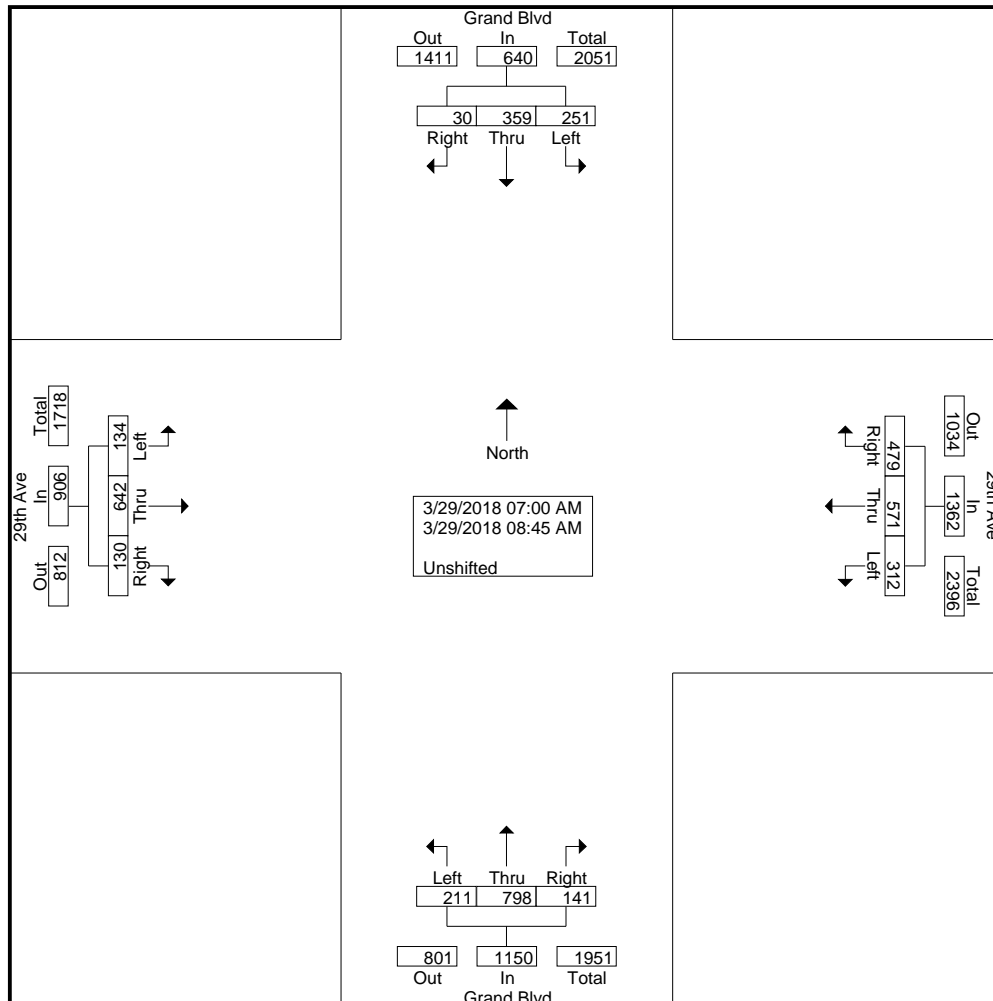
Start Date : 3/29/2018

Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				29th Ave From East				Grand Blvd From South				29th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
07:00 AM	1	23	18	42	41	47	7	95	9	74	17	100	9	36	12	57	294
07:15 AM	2	22	17	41	44	48	21	113	13	101	33	147	10	61	8	79	380
07:30 AM	4	40	40	84	62	85	25	172	5	136	28	169	4	73	15	92	517
07:45 AM	5	48	29	82	87	89	33	209	15	126	31	172	15	77	15	107	570
Total	12	133	104	249	234	269	86	589	42	437	109	588	38	247	50	335	1761
08:00 AM	6	51	24	81	78	87	38	203	14	94	30	138	17	85	17	119	541
08:15 AM	5	56	39	100	53	91	65	209	29	77	26	132	21	112	12	145	586
08:30 AM	3	62	42	107	63	72	57	192	24	103	24	151	26	99	25	150	600
08:45 AM	4	57	42	103	51	52	66	169	32	87	22	141	28	99	30	157	570
Total	18	226	147	391	245	302	226	773	99	361	102	562	92	395	84	571	2297
Grand Total	30	359	251	640	479	571	312	1362	141	798	211	1150	130	642	134	906	4058
Apprch %	4.7	56.1	39.2		35.2	41.9	22.9		12.3	69.4	18.3		14.3	70.9	14.8		
Total %	0.7	8.8	6.2	15.8	11.8	14.1	7.7	33.6	3.5	19.7	5.2	28.3	3.2	15.8	3.3	22.3	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

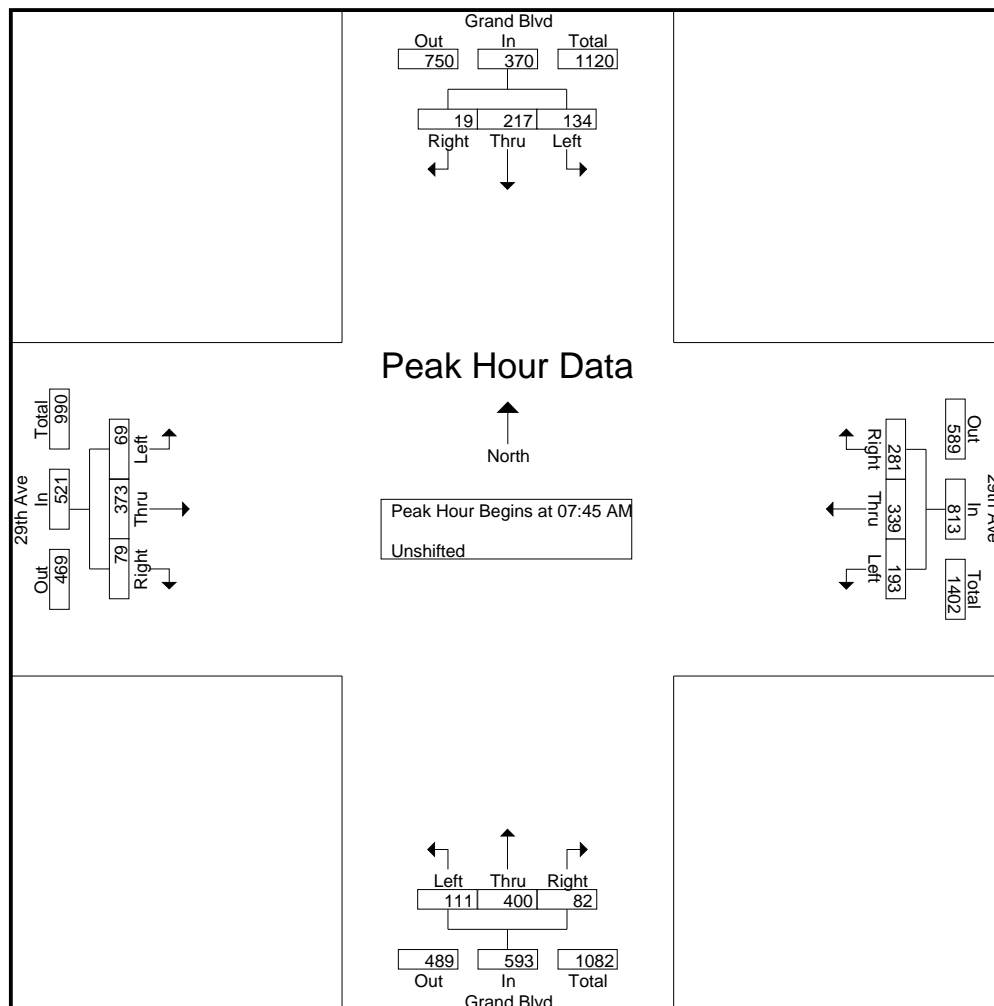
File Name : Grand & 29th INT155 AM

Site Code : INT155

Start Date : 3/29/2018

Page No : 2

	Grand Blvd From North				29th Ave From East				Grand Blvd From South				29th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	5	48	29	82	87	89	33	209	15	126	31	172	15	77	15	107	570
08:00 AM	6	51	24	81	78	87	38	203	14	94	30	138	17	85	17	119	541
08:15 AM	5	56	39	100	53	91	65	209	29	77	26	132	21	112	12	145	586
08:30 AM	3	62	42	107	63	72	57	192	24	103	24	151	26	99	25	150	600
Total Volume	19	217	134	370	281	339	193	813	82	400	111	593	79	373	69	521	2297
% App. Total	5.1	58.6	36.2		34.6	41.7	23.7		13.8	67.5	18.7		15.2	71.6	13.2		
PHF	.792	.875	.798	.864	.807	.931	.742	.972	.707	.794	.895	.862	.760	.833	.690	.868	.957





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

2900 S Grand Blvd
600 E 29th Ave

File Name : Grand & 29th INT155 MID

Site Code : INT155

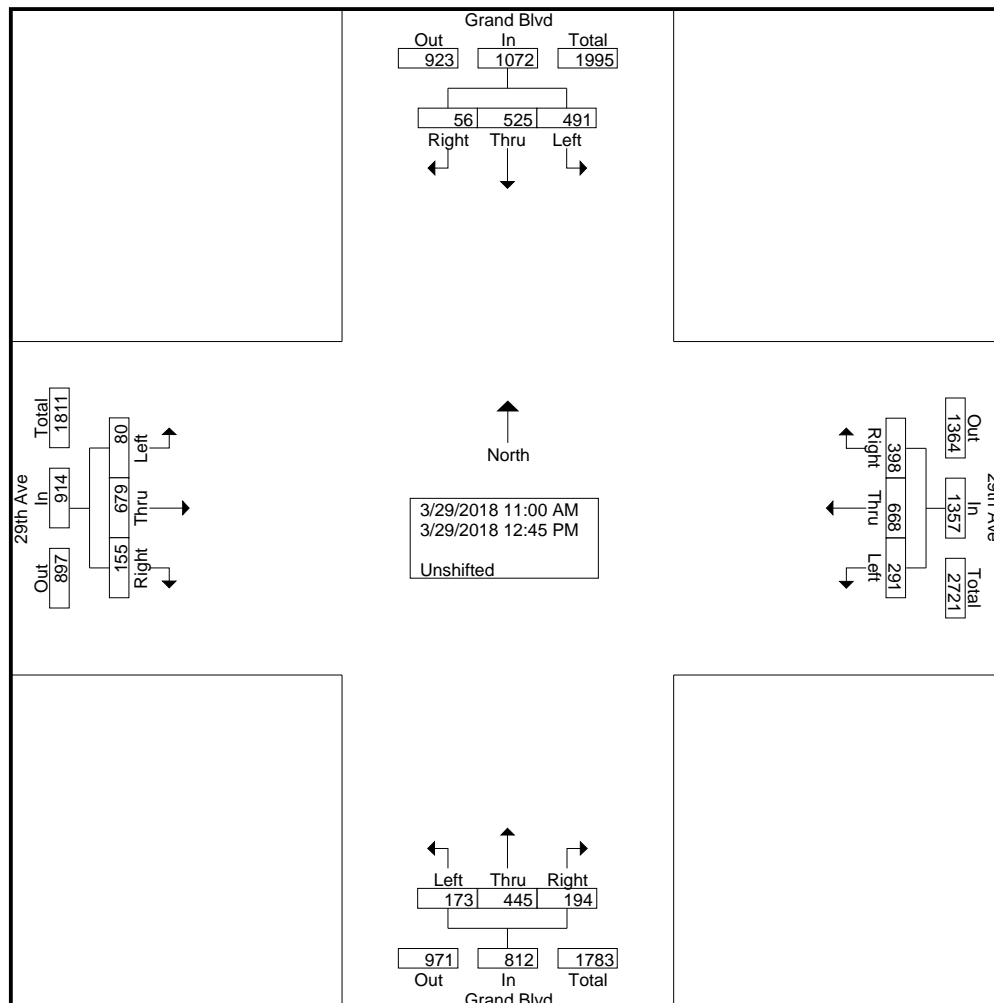
Start Date : 3/29/2018

Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				29th Ave From East				Grand Blvd From South				29th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
11:00 AM	7	48	57	112	46	100	39	185	26	50	18	94	22	78	10	110	501
11:15 AM	9	58	55	122	47	65	37	149	21	60	16	97	20	63	7	90	458
11:30 AM	6	51	54	111	51	75	35	161	23	55	14	92	23	81	15	119	483
11:45 AM	6	66	54	126	53	80	29	162	31	56	18	105	19	97	6	122	515
Total	28	223	220	471	197	320	140	657	101	221	66	388	84	319	38	441	1957
12:00 PM	6	69	53	128	38	73	39	150	28	52	19	99	20	83	8	111	488
12:15 PM	12	77	80	169	45	89	27	161	28	45	30	103	17	87	9	113	546
12:30 PM	4	73	69	146	55	84	36	175	11	58	30	99	12	86	6	104	524
12:45 PM	6	83	69	158	63	102	49	214	26	69	28	123	22	104	19	145	640
Total	28	302	271	601	201	348	151	700	93	224	107	424	71	360	42	473	2198
Grand Total	56	525	491	1072	398	668	291	1357	194	445	173	812	155	679	80	914	4155
Apprch %	5.2	49	45.8		29.3	49.2	21.4		23.9	54.8	21.3		17	74.3	8.8		
Total %	1.3	12.6	11.8	25.8	9.6	16.1	7	32.7	4.7	10.7	4.2	19.5	3.7	16.3	1.9	22	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

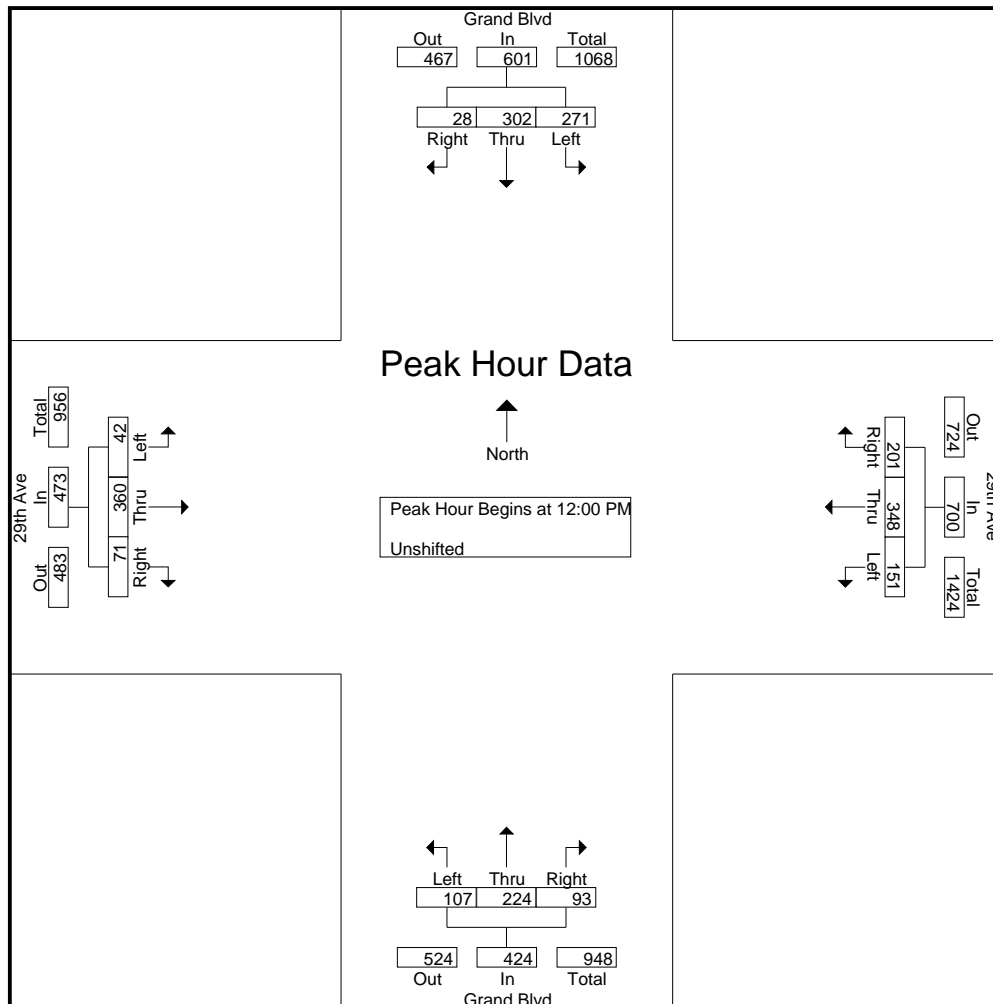
File Name : Grand & 29th INT155 MID

Site Code : INT155

Start Date : 3/29/2018

Page No : 2

	Grand Blvd From North				29th Ave From East				Grand Blvd From South				29th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	6	69	53	128	38	73	39	150	28	52	19	99	20	83	8	111	488
12:15 PM	12	77	80	169	45	89	27	161	28	45	30	103	17	87	9	113	546
12:30 PM	4	73	69	146	55	84	36	175	11	58	30	99	12	86	6	104	524
12:45 PM	6	83	69	158	63	102	49	214	26	69	28	123	22	104	19	145	640
Total Volume	28	302	271	601	201	348	151	700	93	224	107	424	71	360	42	473	2198
% App. Total	4.7	50.2	45.1		28.7	49.7	21.6		21.9	52.8	25.2		15	76.1	8.9		
PHF	.583	.910	.847	.889	.798	.853	.770	.818	.830	.812	.892	.862	.807	.865	.553	.816	.859





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

2900 S Grand Blvd
600 E 29th Ave

Peak Hour Data on Page 2

File Name : Grand & 29th INT155 PM

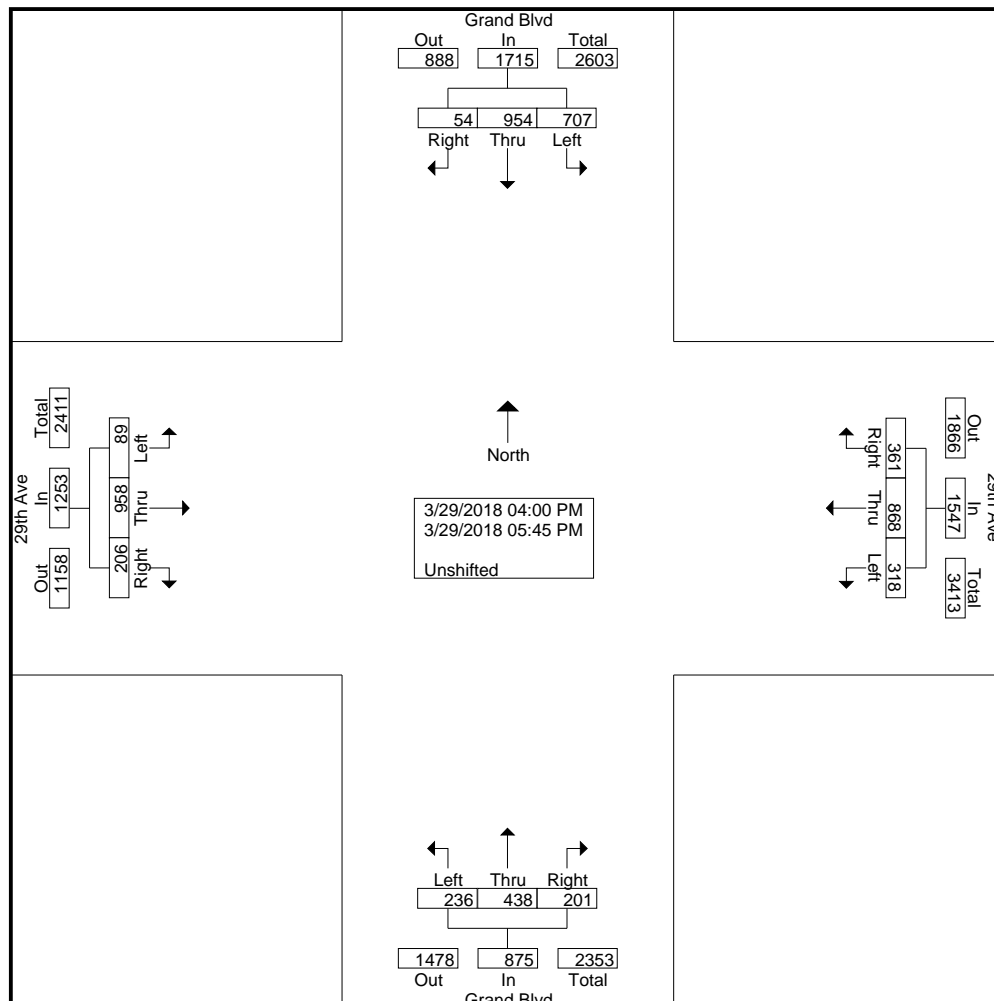
Site Code : INT155

Start Date : 3/29/2018

Page No : 1

Groups Printed- Unshifted

	Grand Blvd From North				29th Ave From East				Grand Blvd From South				29th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
04:00 PM	9	105	74	188	51	124	49	224	31	53	24	108	33	109	12	154	674
04:15 PM	6	105	92	203	42	106	35	183	20	42	34	96	16	135	9	160	642
04:30 PM	8	112	72	192	44	109	34	187	20	63	30	113	27	122	10	159	651
04:45 PM	7	126	95	228	47	109	44	200	24	58	37	119	29	118	10	157	704
Total	30	448	333	811	184	448	162	794	95	216	125	436	105	484	41	630	2671
05:00 PM	4	126	95	225	48	95	37	180	22	60	26	108	21	137	18	176	689
05:15 PM	10	162	114	286	40	115	38	193	29	51	31	111	32	115	11	158	748
05:30 PM	6	110	84	200	44	106	44	194	29	62	28	119	24	112	11	147	660
05:45 PM	4	108	81	193	45	104	37	186	26	49	26	101	24	110	8	142	622
Total	24	506	374	904	177	420	156	753	106	222	111	439	101	474	48	623	2719
Grand Total	54	954	707	1715	361	868	318	1547	201	438	236	875	206	958	89	1253	5390
Apprch %	3.1	55.6	41.2		23.3	56.1	20.6		23	50.1	27		16.4	76.5	7.1		
Total %	1	17.7	13.1	31.8	6.7	16.1	5.9	28.7	3.7	8.1	4.4	16.2	3.8	17.8	1.7	23.2	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

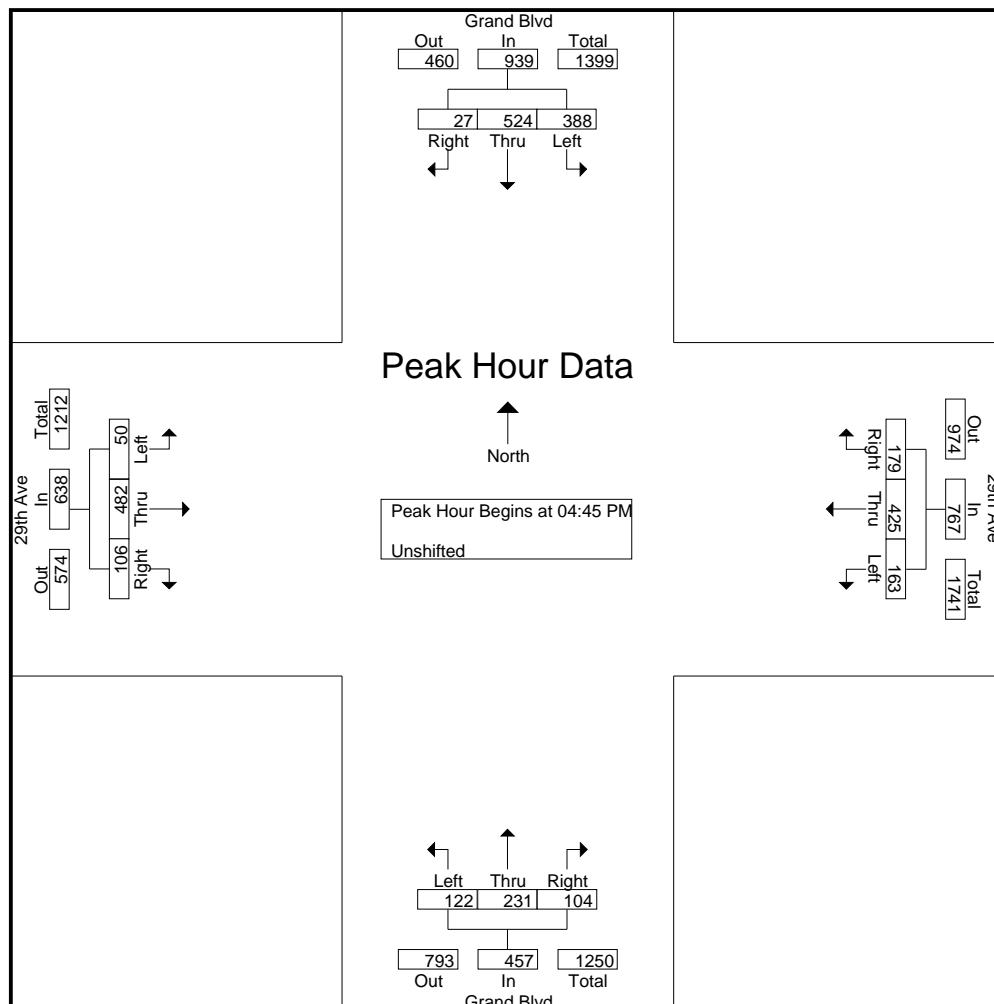
File Name : Grand & 29th INT155 PM

Site Code : INT155

Start Date : 3/29/2018

Page No : 2

	Grand Blvd From North				29th Ave From East				Grand Blvd From South				29th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	7	126	95	228	47	109	44	200	24	58	37	119	29	118	10	157	704
05:00 PM	4	126	95	225	48	95	37	180	22	60	26	108	21	137	18	176	689
05:15 PM	10	162	114	286	40	115	38	193	29	51	31	111	32	115	11	158	748
05:30 PM	6	110	84	200	44	106	44	194	29	62	28	119	24	112	11	147	660
Total Volume	27	524	388	939	179	425	163	767	104	231	122	457	106	482	50	638	2801
% App. Total	2.9	55.8	41.3		23.3	55.4	21.3		22.8	50.5	26.7		16.6	75.5	7.8		
PHF	.675	.809	.851	.821	.932	.924	.926	.959	.897	.931	.824	.960	.828	.880	.694	.906	.936



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800



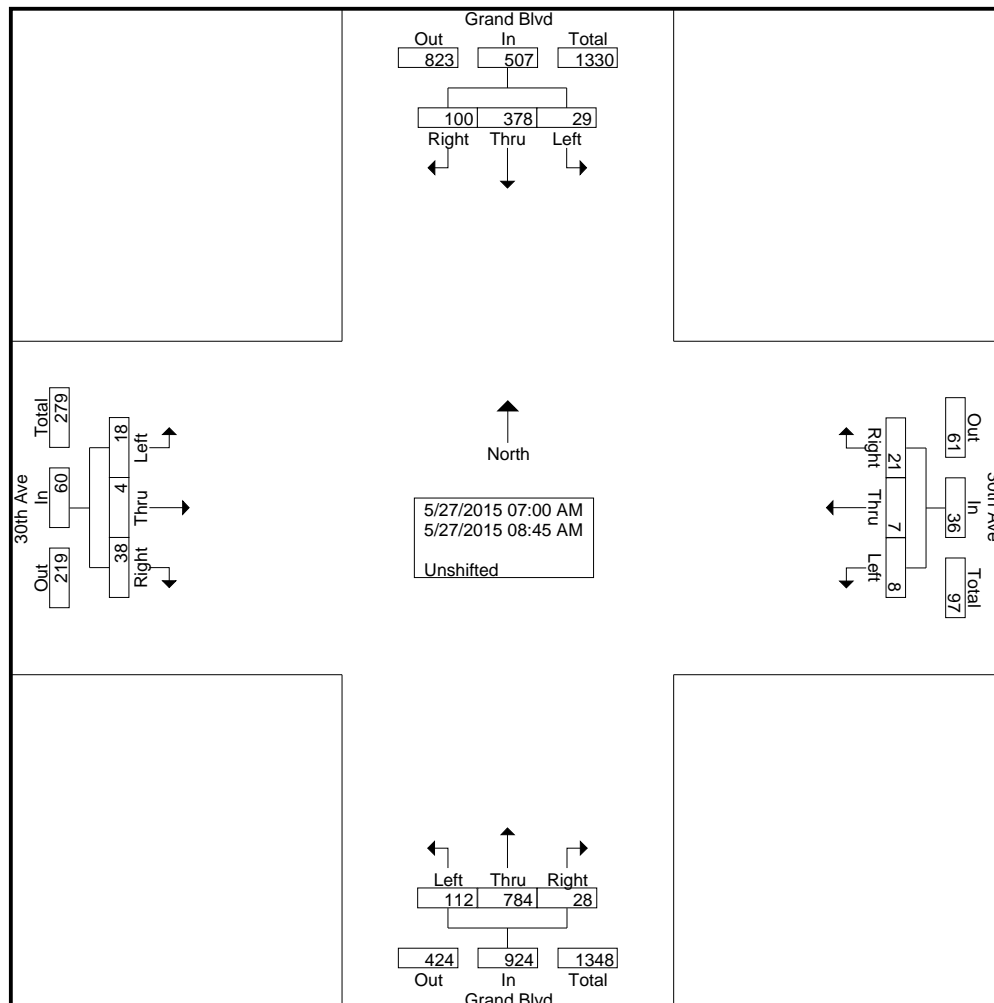
3000 S Grand Blvd
500 E 30th Ave

File Name : 30th & Grand AM
Site Code :
Start Date : 5/27/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				30th Ave From East				Grand Blvd From South				30th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
07:00 AM	2	27	0	29	1	0	0	1	3	81	5	89	1	1	2	4	123
07:15 AM	2	30	4	36	3	0	1	4	0	94	12	106	0	0	1	1	147
07:30 AM	11	37	0	48	2	1	0	3	5	136	11	152	3	0	2	5	208
07:45 AM	13	35	1	49	5	1	0	6	4	112	15	131	2	0	1	3	189
Total	28	129	5	162	11	2	1	14	12	423	43	478	6	1	6	13	667
08:00 AM	14	37	5	56	3	1	1	5	4	86	10	100	7	1	2	10	171
08:15 AM	22	42	8	72	2	1	0	3	4	100	17	121	7	0	6	13	209
08:30 AM	19	83	8	110	1	1	2	4	2	93	18	113	9	2	3	14	241
08:45 AM	17	87	3	107	4	2	4	10	6	82	24	112	9	0	1	10	239
Total	72	249	24	345	10	5	7	22	16	361	69	446	32	3	12	47	860
Grand Total	100	378	29	507	21	7	8	36	28	784	112	924	38	4	18	60	1527
Apprch %	19.7	74.6	5.7		58.3	19.4	22.2		3	84.8	12.1		63.3	6.7	30		
Total %	6.5	24.8	1.9	33.2	1.4	0.5	0.5	2.4	1.8	51.3	7.3	60.5	2.5	0.3	1.2	3.9	



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

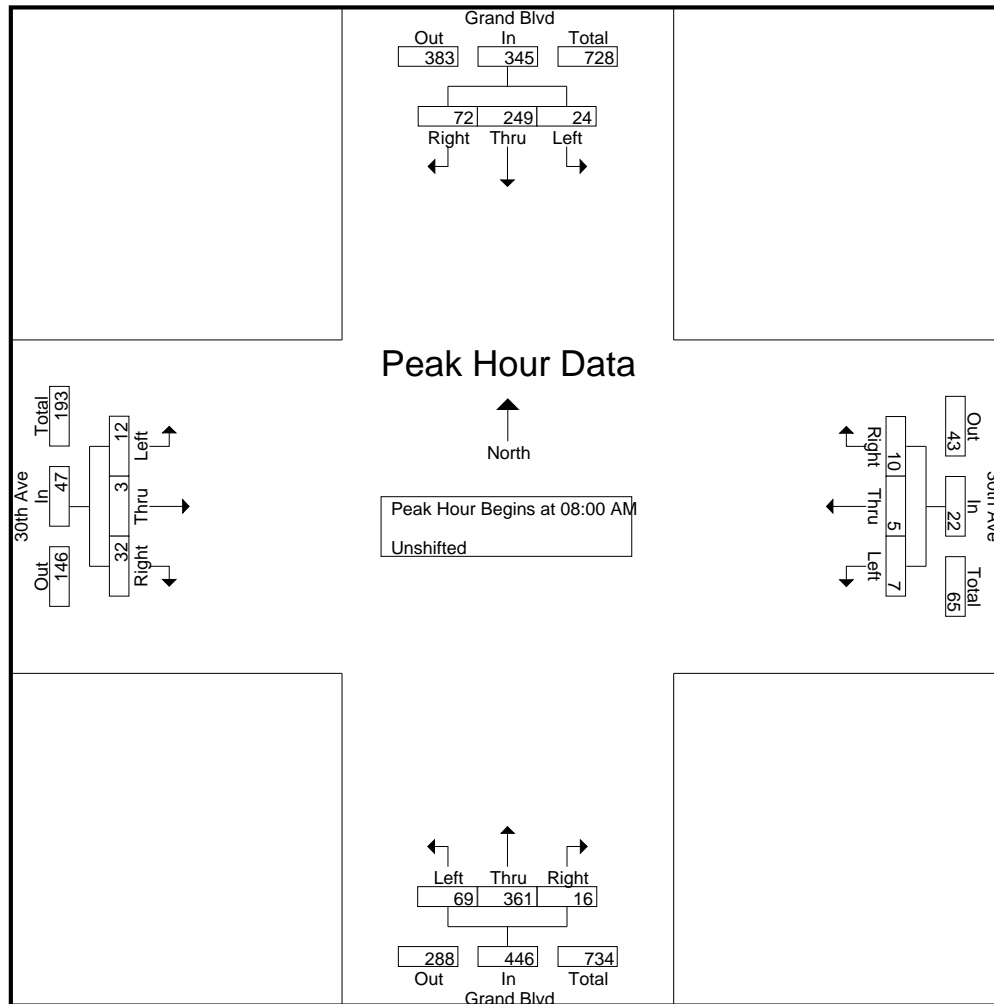


3000 S Grand Blvd
500 E 30th Ave

File Name : 30th & Grand AM
Site Code :
Start Date : 5/27/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				30th Ave From East				Grand Blvd From South				30th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	14	37	5	56	3	1	1	5	4	86	10	100	7	1	2	10	171
08:15 AM	22	42	8	72	2	1	0	3	4	100	17	121	7	0	6	13	209
08:30 AM	19	83	8	110	1	1	2	4	2	93	18	113	9	2	3	14	241
08:45 AM	17	87	3	107	4	2	4	10	6	82	24	112	9	0	1	10	239
Total Volume	72	249	24	345	10	5	7	22	16	361	69	446	32	3	12	47	860
% App. Total	20.9	72.2	7		45.5	22.7	31.8		3.6	80.9	15.5		68.1	6.4	25.5		
PHF	.818	.716	.750	.784	.625	.625	.438	.550	.667	.903	.719	.921	.889	.375	.500	.839	.892



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800



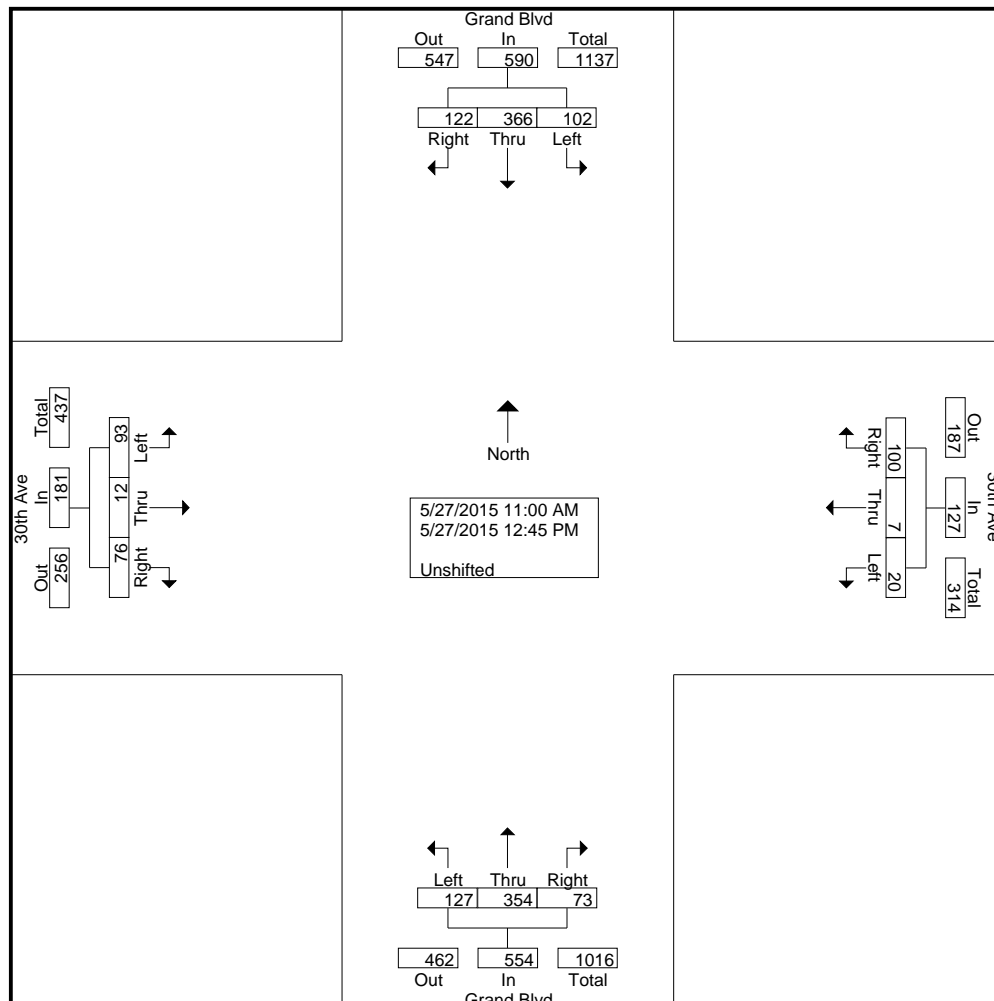
500 E 30th Ave
3000 S Grand Blvd

File Name : 30th & Grand MID
Site Code :
Start Date : 5/27/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				30th Ave From East				Grand Blvd From South				30th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
11:00 AM	17	33	11	61	6	0	2	8	9	39	14	62	4	2	10	16	147
11:15 AM	14	47	10	71	8	0	4	12	12	37	17	66	9	1	10	20	169
11:30 AM	12	45	11	68	13	1	6	20	9	50	12	71	8	3	15	26	185
11:45 AM	11	77	11	99	12	1	2	15	6	59	10	75	14	3	9	26	215
Total	54	202	43	299	39	2	14	55	36	185	53	274	35	9	44	88	716
12:00 PM	14	53	18	85	10	1	0	11	10	34	15	59	8	0	14	22	177
12:15 PM	11	39	11	61	19	3	3	25	9	44	26	79	7	2	11	20	185
12:30 PM	23	28	12	63	14	0	2	16	9	46	18	73	11	1	17	29	181
12:45 PM	20	44	18	82	18	1	1	20	9	45	15	69	15	0	7	22	193
Total	68	164	59	291	61	5	6	72	37	169	74	280	41	3	49	93	736
Grand Total	122	366	102	590	100	7	20	127	73	354	127	554	76	12	93	181	1452
Apprch %	20.7	62	17.3		78.7	5.5	15.7		13.2	63.9	22.9		42	6.6	51.4		
Total %	8.4	25.2	7	40.6	6.9	0.5	1.4	8.7	5	24.4	8.7	38.2	5.2	0.8	6.4	12.5	



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

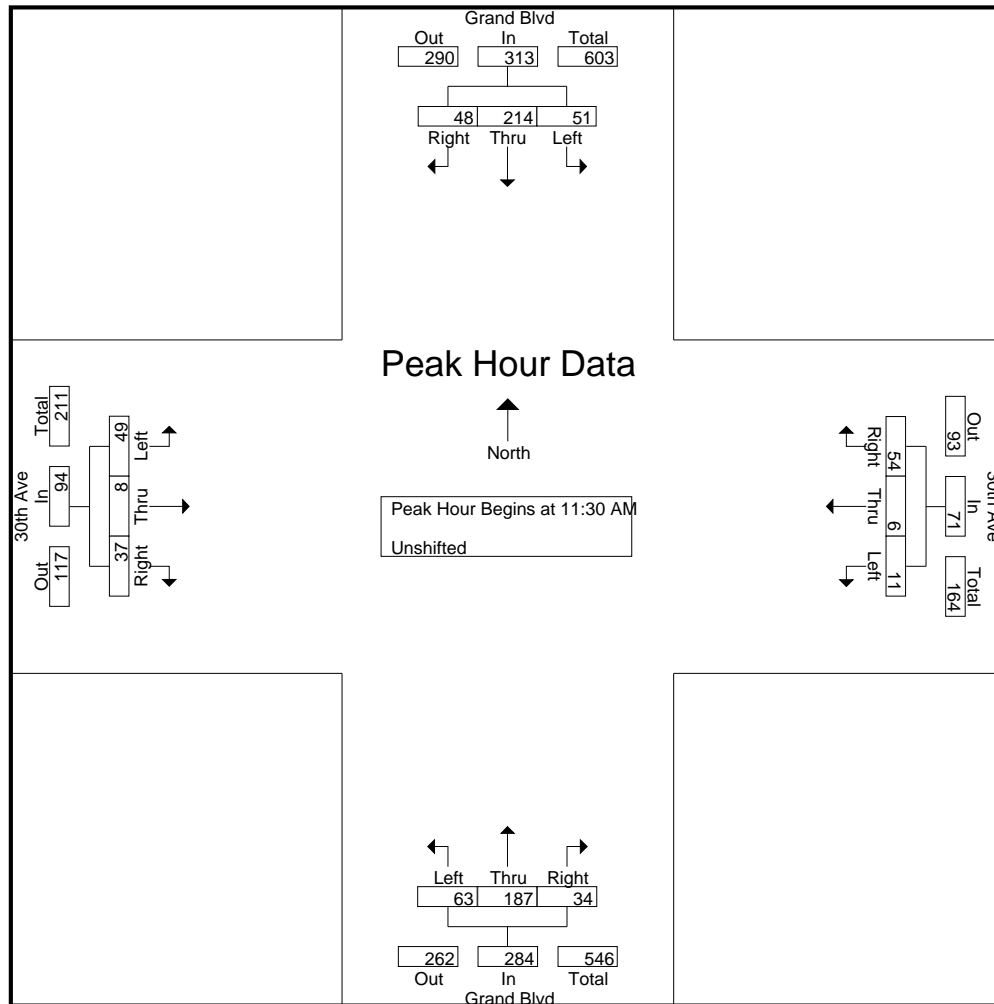


500 E 30th Ave
3000 S Grand Blvd

File Name : 30th & Grand MID
Site Code :
Start Date : 5/27/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				30th Ave From East				Grand Blvd From South				30th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 11:30 AM																	
11:30 AM	12	45	11	68	13	1	6	20	9	50	12	71	8	3	15	26	185
11:45 AM	11	77	11	99	12	1	2	15	6	59	10	75	14	3	9	26	215
12:00 PM	14	53	18	85	10	1	0	11	10	34	15	59	8	0	14	22	177
12:15 PM	11	39	11	61	19	3	3	25	9	44	26	79	7	2	11	20	185
Total Volume	48	214	51	313	54	6	11	71	34	187	63	284	37	8	49	94	762
% App. Total	15.3	68.4	16.3		76.1	8.5	15.5		12	65.8	22.2		39.4	8.5	52.1		
PHF	.857	.695	.708	.790	.711	.500	.458	.710	.850	.792	.606	.899	.661	.667	.817	.904	.886



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800



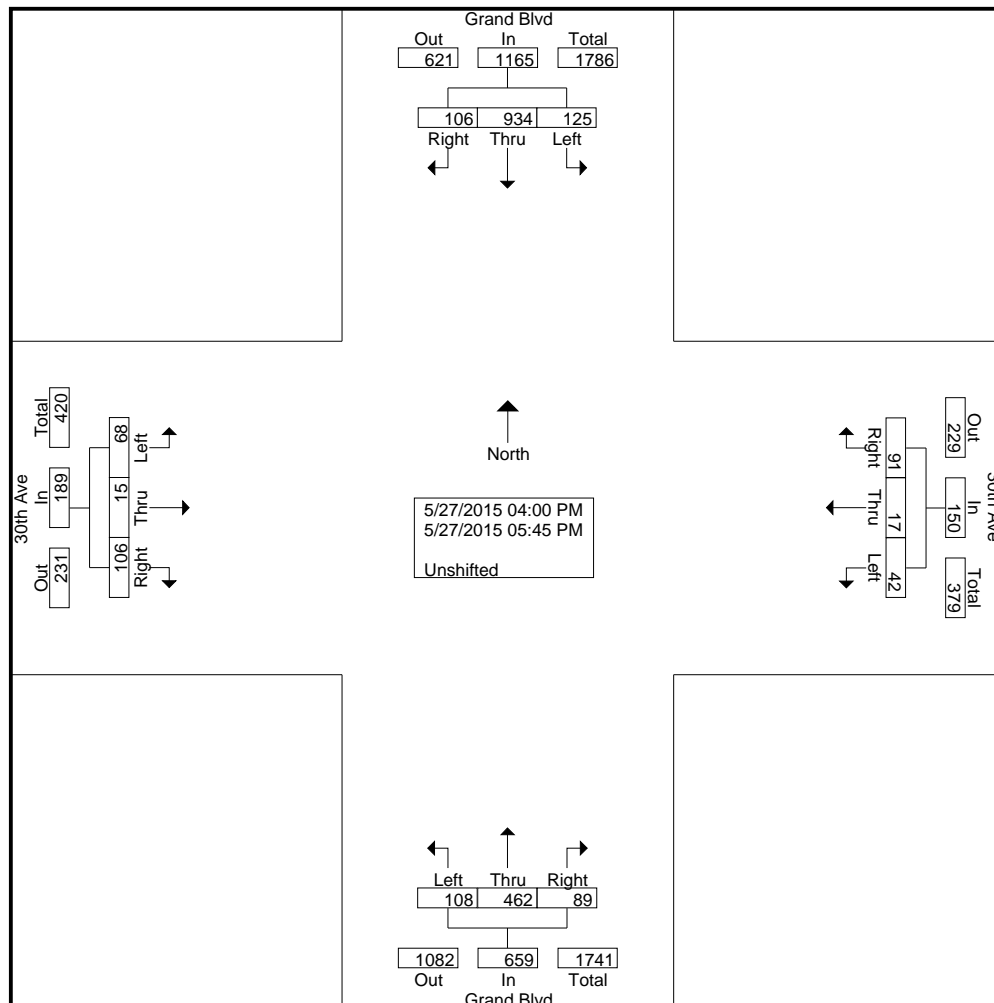
500 E 30th Ave
3000 S Grand Blvd

File Name : 30th & Grand PM
Site Code :
Start Date : 5/27/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				30th Ave From East				Grand Blvd From South				30th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
04:00 PM	9	97	10	116	8	2	7	17	13	67	5	85	12	2	9	23	241
04:15 PM	9	107	10	126	14	3	6	23	7	58	13	78	13	5	9	27	254
04:30 PM	16	98	14	128	9	3	4	16	10	64	15	89	13	1	8	22	255
04:45 PM	18	124	14	156	12	1	6	19	14	56	13	83	11	1	9	21	279
Total	52	426	48	526	43	9	23	75	44	245	46	335	49	9	35	93	1029
05:00 PM	8	158	13	179	18	1	8	27	6	72	11	89	14	2	8	24	319
05:15 PM	15	136	24	175	9	4	3	16	16	57	12	85	23	1	5	29	305
05:30 PM	19	104	21	144	12	1	4	17	8	65	11	84	13	2	5	20	265
05:45 PM	12	110	19	141	9	2	4	15	15	23	28	66	7	1	15	23	245
Total	54	508	77	639	48	8	19	75	45	217	62	324	57	6	33	96	1134
Grand Total	106	934	125	1165	91	17	42	150	89	462	108	659	106	15	68	189	2163
Apprch %	9.1	80.2	10.7		60.7	11.3	28		13.5	70.1	16.4		56.1	7.9	36		
Total %	4.9	43.2	5.8	53.9	4.2	0.8	1.9	6.9	4.1	21.4	5	30.5	4.9	0.7	3.1	8.7	



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

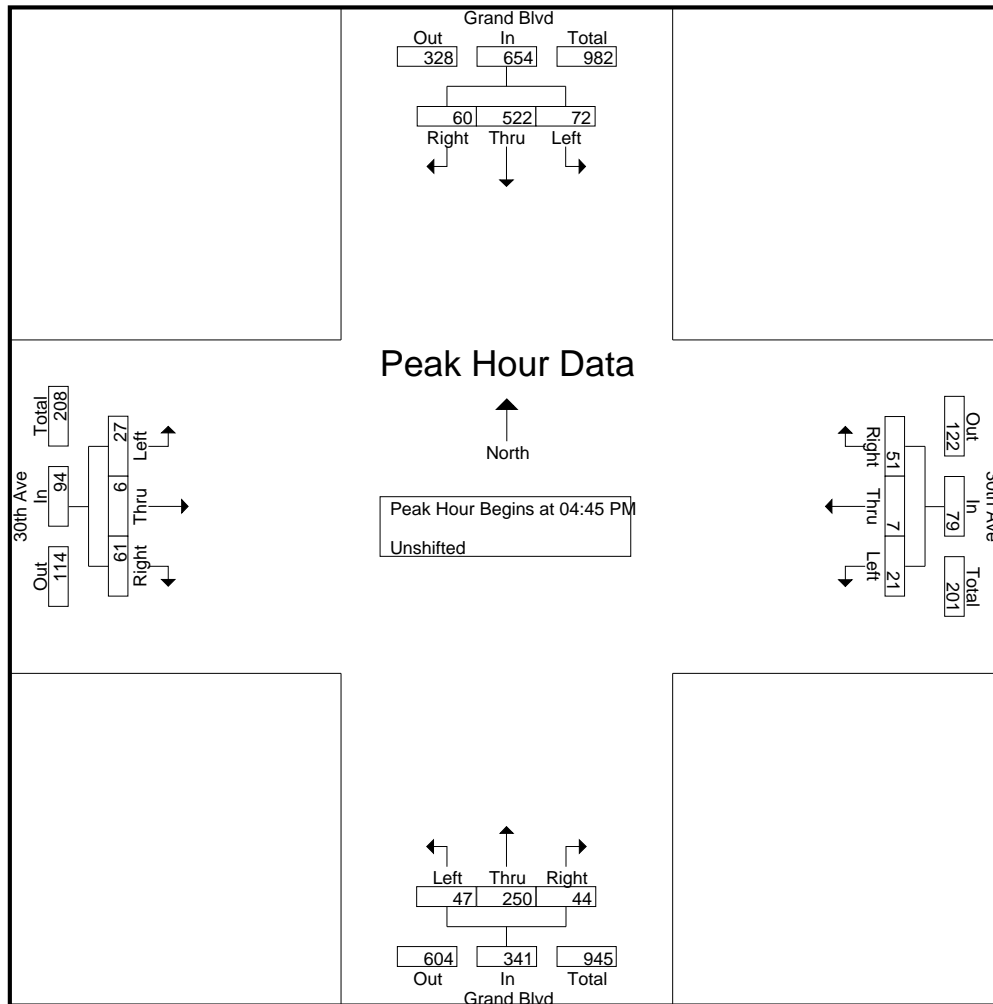


500 E 30th Ave
3000 S Grand Blvd

File Name : 30th & Grand PM
Site Code :
Start Date : 5/27/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				30th Ave From East				Grand Blvd From South				30th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	18	124	14	156	12	1	6	19	14	56	13	83	11	1	9	21	279
05:00 PM	8	158	13	179	18	1	8	27	6	72	11	89	14	2	8	24	319
05:15 PM	15	136	24	175	9	4	3	16	16	57	12	85	23	1	5	29	305
05:30 PM	19	104	21	144	12	1	4	17	8	65	11	84	13	2	5	20	265
Total Volume	60	522	72	654	51	7	21	79	44	250	47	341	61	6	27	94	1168
% App. Total	9.2	79.8	11		64.6	8.9	26.6		12.9	73.3	13.8		64.9	6.4	28.7		
PHF	.789	.826	.750	.913	.708	.438	.656	.731	.688	.868	.904	.958	.663	.750	.750	.810	.915



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800



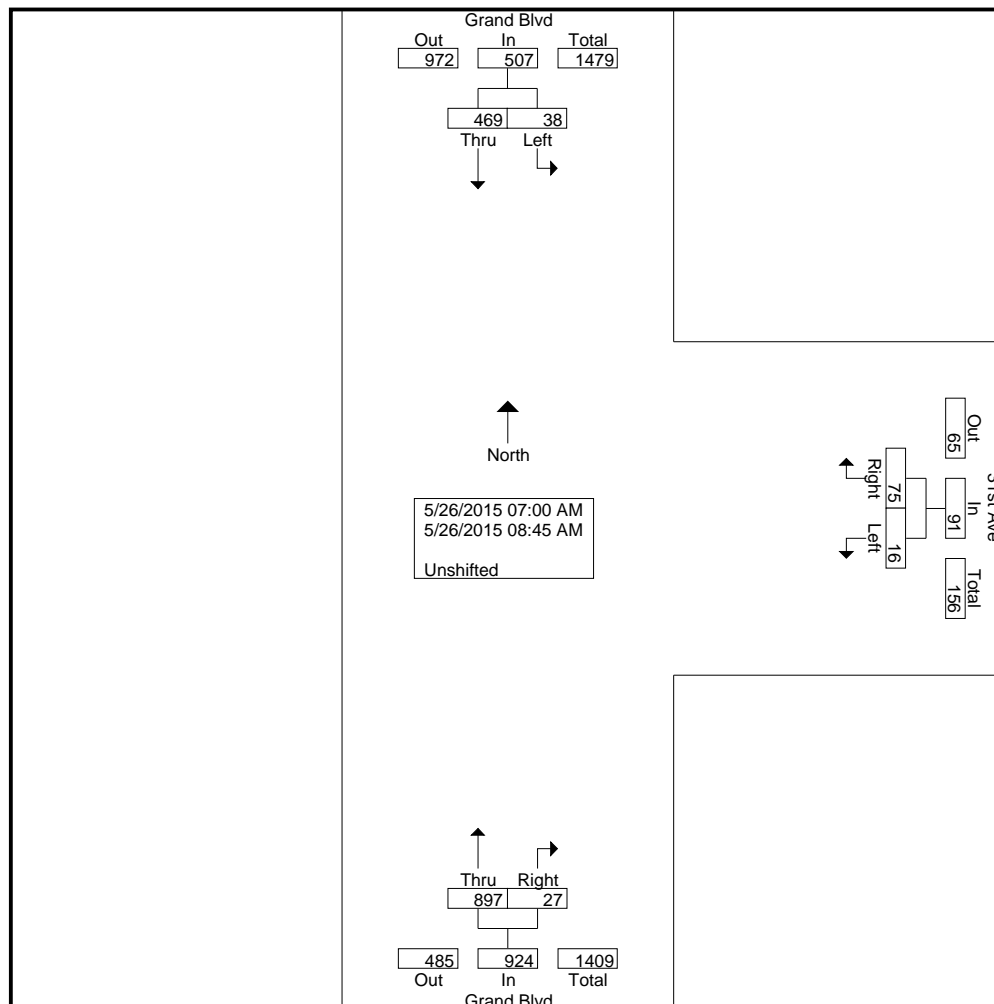
500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand AM
Site Code :
Start Date : 5/26/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
07:00 AM	26	3	29	7	0	7	2	87	89	125
07:15 AM	36	0	36	13	2	15	3	103	106	157
07:30 AM	42	6	48	11	5	16	6	146	152	216
07:45 AM	44	5	49	7	1	8	4	127	131	188
Total	148	14	162	38	8	46	15	463	478	686
08:00 AM	54	2	56	7	1	8	1	99	100	164
08:15 AM	66	6	72	13	1	14	3	118	121	207
08:30 AM	101	9	110	5	4	9	4	109	113	232
08:45 AM	100	7	107	12	2	14	4	108	112	233
Total	321	24	345	37	8	45	12	434	446	836
Grand Total	469	38	507	75	16	91	27	897	924	1522
Apprch %	92.5	7.5		82.4	17.6		2.9	97.1		
Total %	30.8	2.5	33.3	4.9	1.1	6	1.8	58.9	60.7	



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

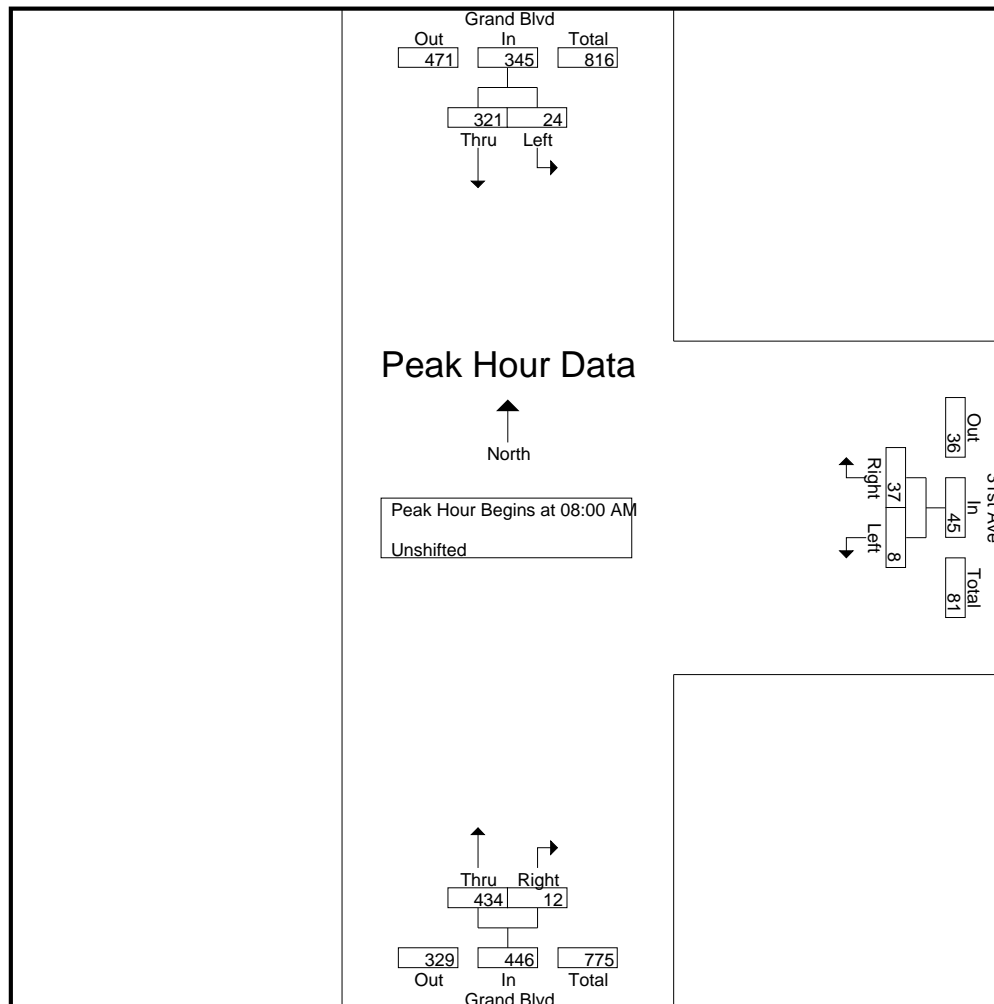


500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand AM
Site Code :
Start Date : 5/26/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	54	2	56	7	1	8	1	99	100	164
08:15 AM	66	6	72	13	1	14	3	118	121	207
08:30 AM	101	9	110	5	4	9	4	109	113	232
08:45 AM	100	7	107	12	2	14	4	108	112	233
Total Volume	321	24	345	37	8	45	12	434	446	836
% App. Total	93	7		82.2	17.8		2.7	97.3		
PHF	.795	.667	.784	.712	.500	.804	.750	.919	.921	.897



City of Spokane - Street Department

901 N. Nelson Street
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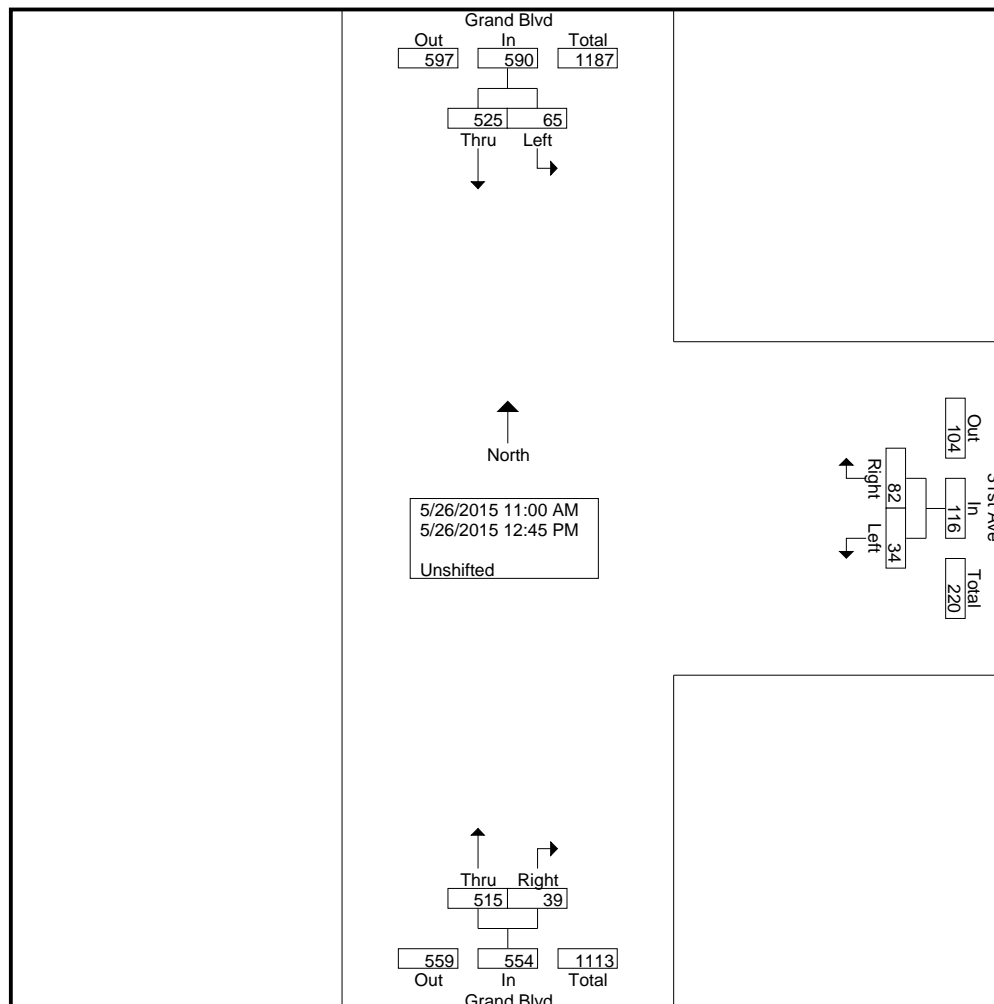
500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand MID
Site Code :
Start Date : 5/26/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
11:00 AM	55	6	61	9	4	13	6	56	62	136
11:15 AM	67	4	71	9	2	11	5	61	66	148
11:30 AM	60	8	68	7	1	8	4	67	71	147
11:45 AM	94	5	99	11	3	14	6	69	75	188
Total	276	23	299	36	10	46	21	253	274	619
12:00 PM	74	11	85	11	8	19	6	53	59	163
12:15 PM	47	14	61	10	8	18	8	71	79	158
12:30 PM	52	11	63	10	4	14	1	72	73	150
12:45 PM	76	6	82	15	4	19	3	66	69	170
Total	249	42	291	46	24	70	18	262	280	641
Grand Total	525	65	590	82	34	116	39	515	554	1260
Apprch %	89	11		70.7	29.3		7	93		
Total %	41.7	5.2	46.8	6.5	2.7	9.2	3.1	40.9	44	



City of Spokane - Street Department

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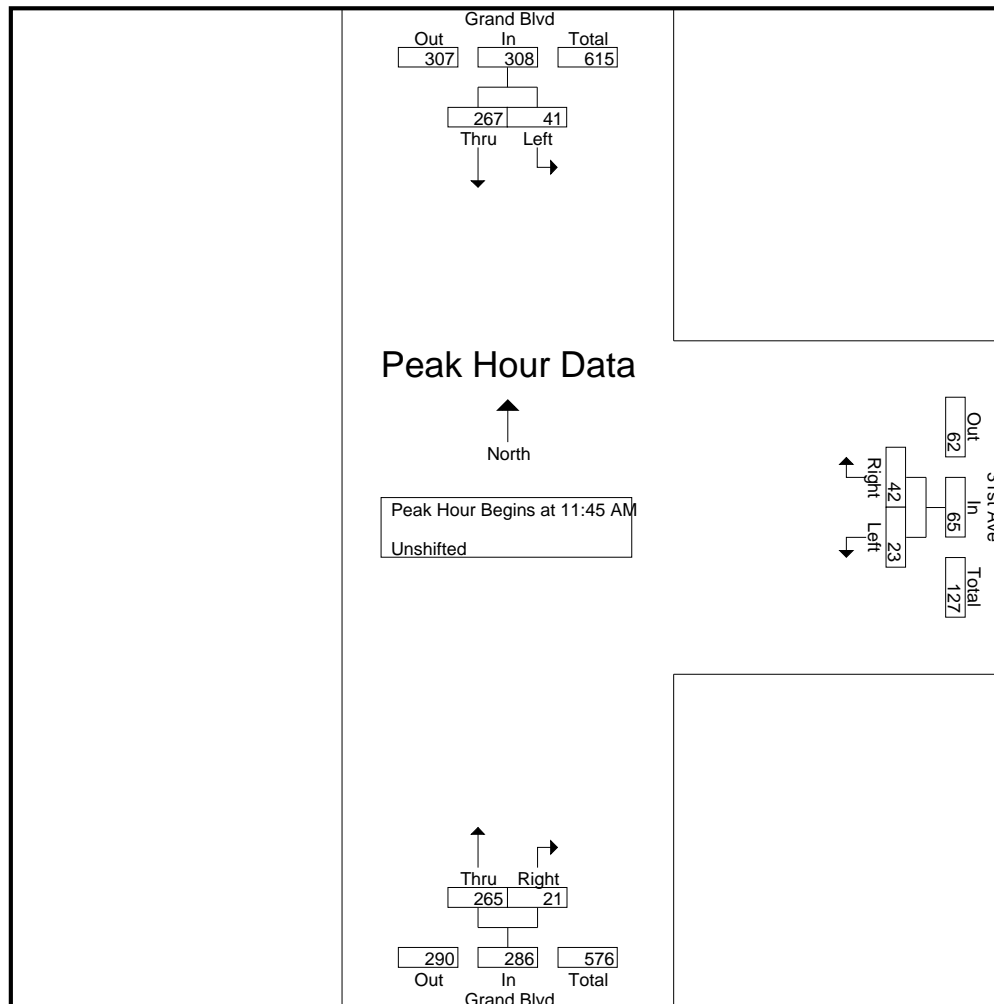


500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand MID
Site Code :
Start Date : 5/26/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 11:45 AM										
11:45 AM	94	5	99	11	3	14	6	69	75	188
12:00 PM	74	11	85	11	8	19	6	53	59	163
12:15 PM	47	14	61	10	8	18	8	71	79	158
12:30 PM	52	11	63	10	4	14	1	72	73	150
Total Volume	267	41	308	42	23	65	21	265	286	659
% App. Total	86.7	13.3		64.6	35.4		7.3	92.7		
PHF	.710	.732	.778	.955	.719	.855	.656	.920	.905	.876



City of Spokane - Street Department

901 N. Nelson Street
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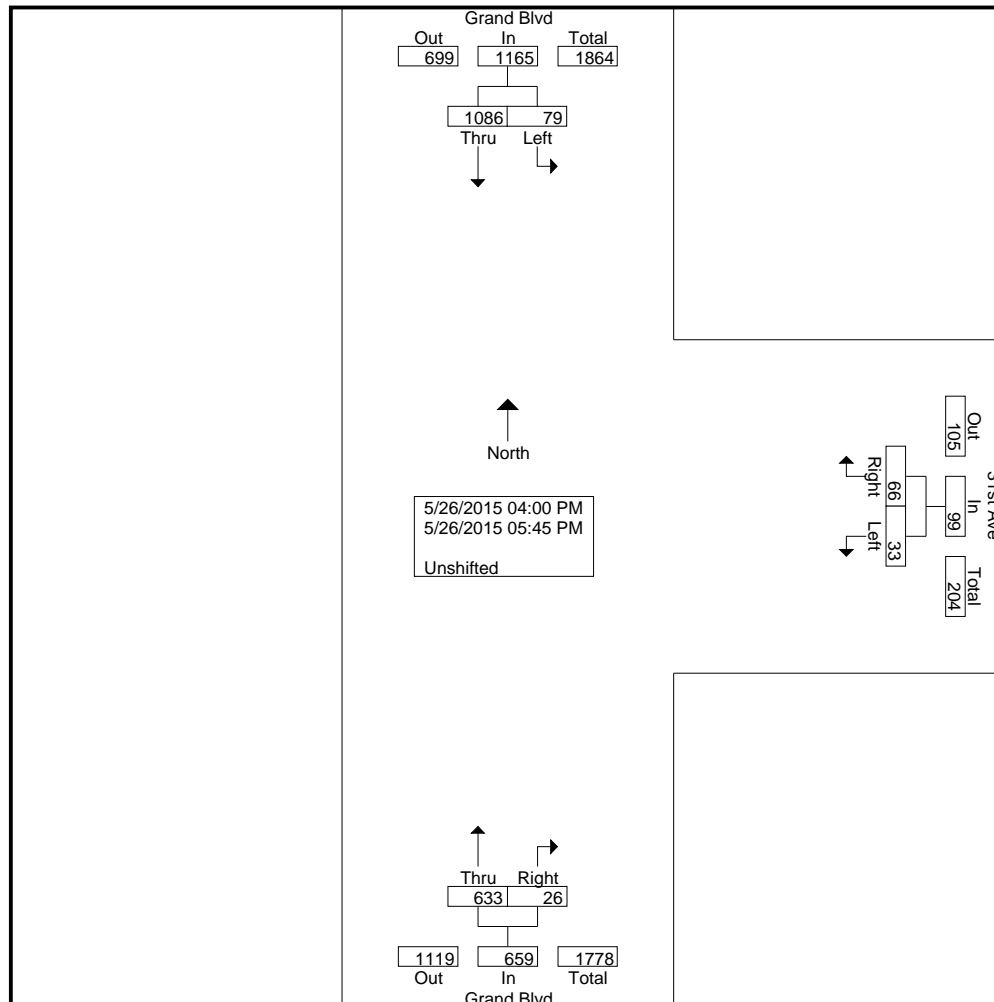
500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand PM
Site Code :
Start Date : 5/26/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
04:00 PM	110	6	116	8	2	10	4	81	85	211
04:15 PM	117	9	126	9	7	16	3	75	78	220
04:30 PM	116	12	128	10	1	11	3	86	89	228
04:45 PM	148	8	156	11	8	19	4	79	83	258
Total	491	35	526	38	18	56	14	321	335	917
05:00 PM	169	10	179	9	1	10	2	87	89	278
05:15 PM	160	15	175	7	5	12	4	81	85	272
05:30 PM	133	11	144	6	6	12	2	82	84	240
05:45 PM	133	8	141	6	3	9	4	62	66	216
Total	595	44	639	28	15	43	12	312	324	1006
Grand Total	1086	79	1165	66	33	99	26	633	659	1923
Apprch %	93.2	6.8		66.7	33.3		3.9	96.1		
Total %	56.5	4.1	60.6	3.4	1.7	5.1	1.4	32.9	34.3	



City of Spokane - Street Department

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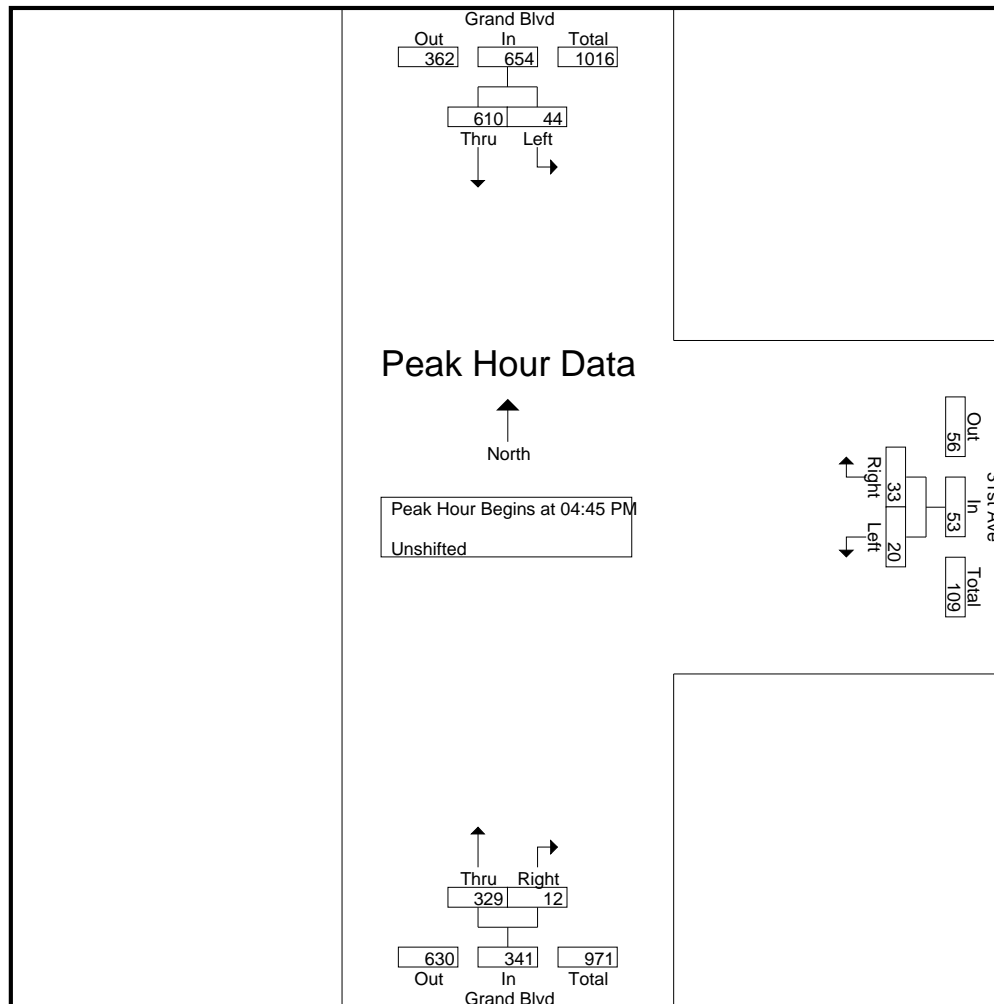


500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand PM
Site Code :
Start Date : 5/26/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	148	8	156	11	8	19	4	79	83	258
05:00 PM	169	10	179	9	1	10	2	87	89	278
05:15 PM	160	15	175	7	5	12	4	81	85	272
05:30 PM	133	11	144	6	6	12	2	82	84	240
Total Volume	610	44	654	33	20	53	12	329	341	1048
% App. Total	93.3	6.7		62.3	37.7		3.5	96.5		
PHF	.902	.733	.913	.750	.625	.697	.750	.945	.958	.942



City of Spokane - Street Department

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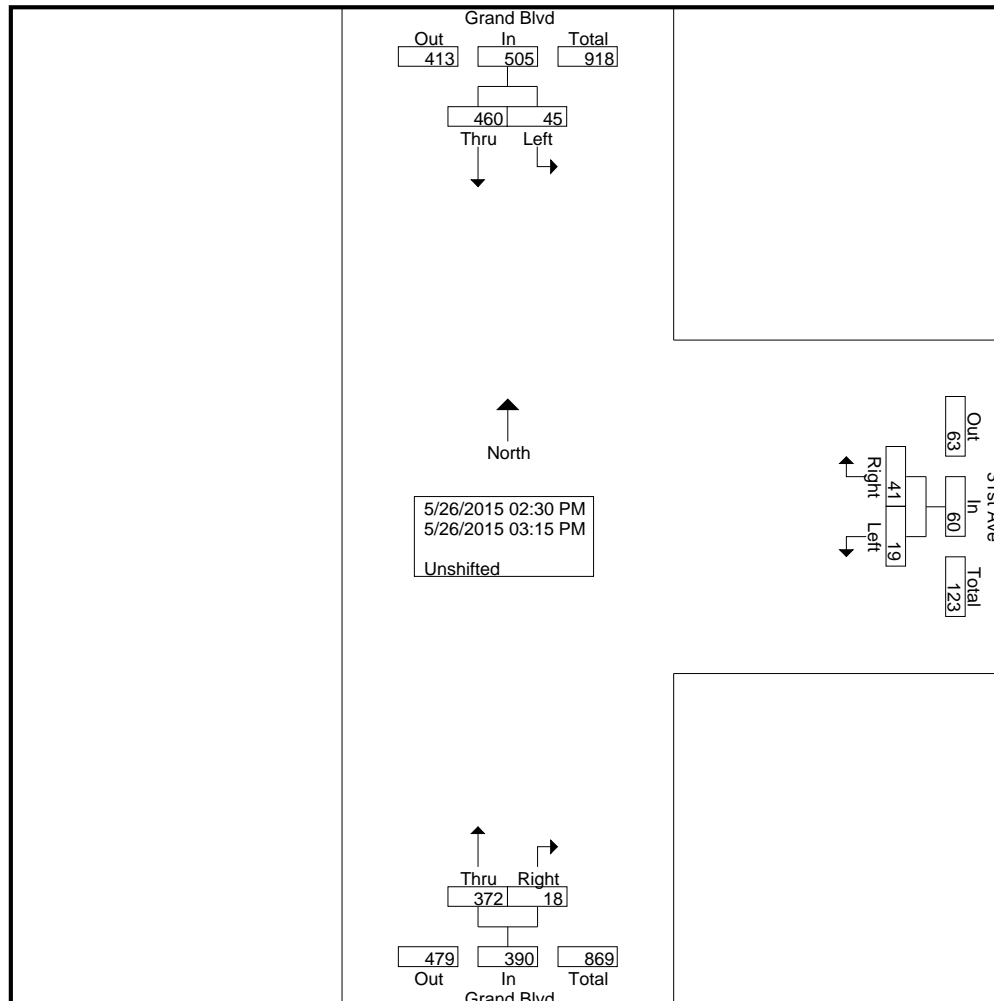
500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand School Out
Site Code :
Start Date : 5/26/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
02:30 PM	85	7	92	5	6	11	5	52	57	160
02:45 PM	159	10	169	13	4	17	2	63	65	251
Total	244	17	261	18	10	28	7	115	122	411
03:00 PM	89	12	101	9	5	14	9	126	135	250
03:15 PM	127	16	143	14	4	18	2	131	133	294
Grand Total	460	45	505	41	19	60	18	372	390	955
Apprch %	91.1	8.9		68.3	31.7		4.6	95.4		
Total %	48.2	4.7	52.9	4.3	2	6.3	1.9	39	40.8	



City of Spokane - Street Department

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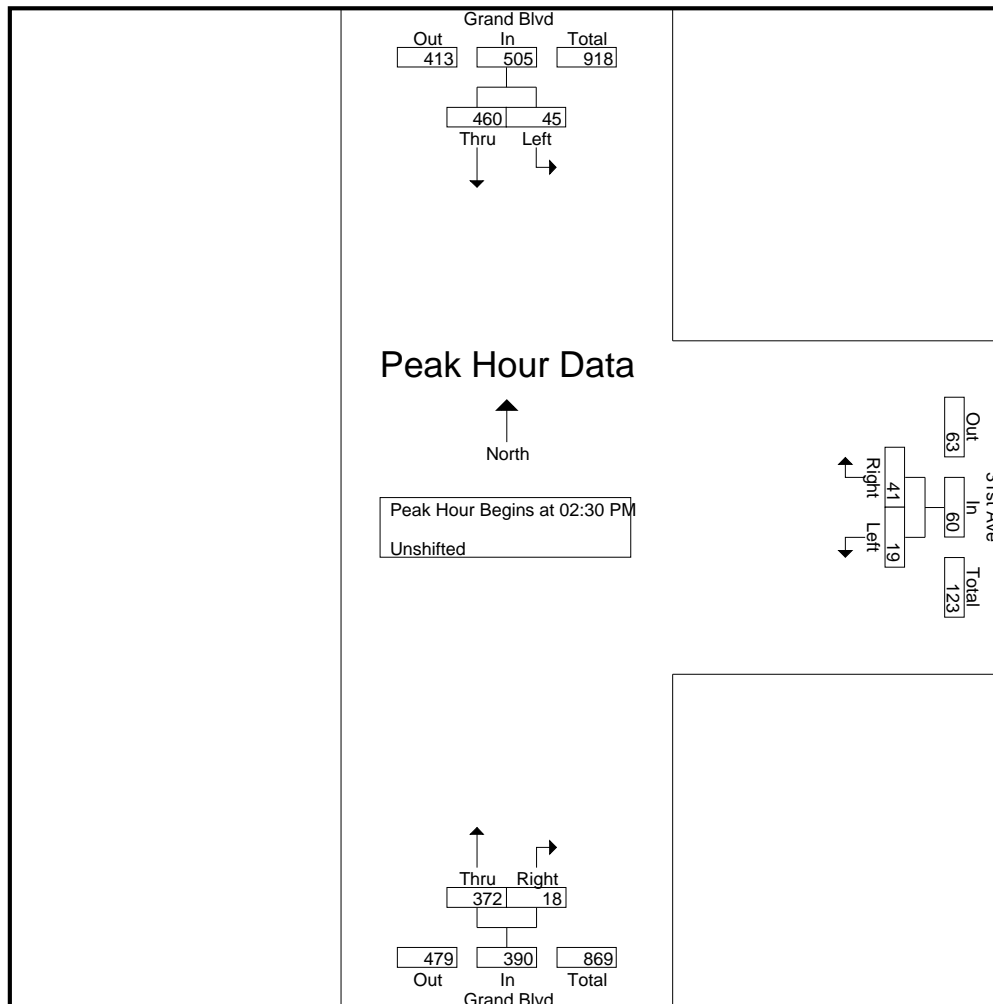


500 E 31st Ave
3100 S Grand Blvd

File Name : 31st & Grand School Out
Site Code :
Start Date : 5/26/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North			31st Ave From East			Grand Blvd From South			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 02:30 PM to 03:15 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 02:30 PM										
02:30 PM	85	7	92	5	6	11	5	52	57	160
02:45 PM	159	10	169	13	4	17	2	63	65	251
03:00 PM	89	12	101	9	5	14	9	126	135	250
03:15 PM	127	16	143	14	4	18	2	131	133	294
Total Volume	460	45	505	41	19	60	18	372	390	955
% App. Total	91.1	8.9		68.3	31.7		4.6	95.4		
PHF	.723	.703	.747	.732	.792	.833	.500	.710	.722	.812



City of Spokane - Street Department

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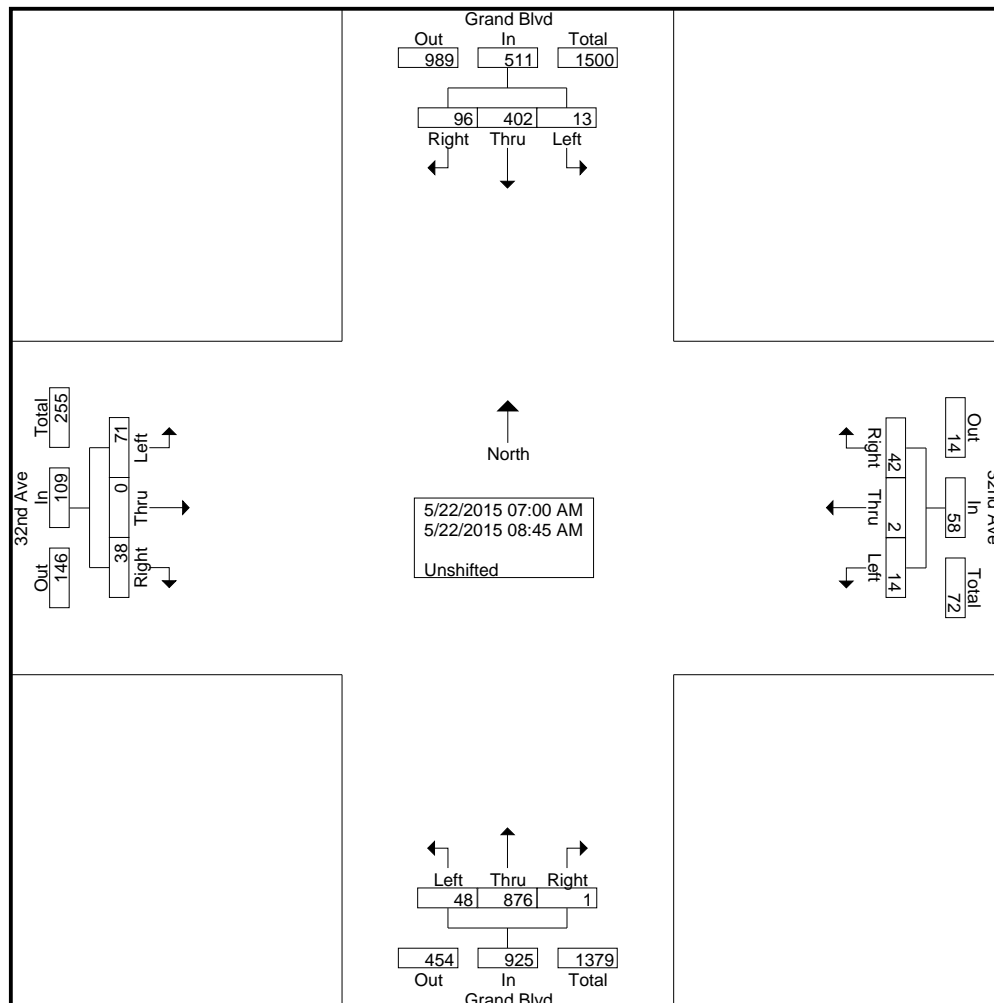
500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand AM
Site Code :
Start Date : 5/22/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
07:00 AM	7	22	0	29	2	0	1	3	0	87	2	89	4	0	3	7	128
07:15 AM	4	31	1	36	3	0	2	5	0	105	1	106	1	0	3	4	151
07:30 AM	6	41	1	48	5	0	0	5	0	149	3	152	2	0	6	8	213
07:45 AM	7	40	2	49	8	0	1	9	0	128	3	131	0	0	5	5	194
Total	24	134	4	162	18	0	4	22	0	469	9	478	7	0	17	24	686
08:00 AM	12	40	4	56	7	0	1	8	1	93	7	101	1	0	5	6	171
08:15 AM	22	45	5	72	4	2	3	9	0	113	8	121	11	0	10	21	223
08:30 AM	29	81	0	110	8	0	2	10	0	96	17	113	16	0	29	45	278
08:45 AM	9	102	0	111	5	0	4	9	0	105	7	112	3	0	10	13	245
Total	72	268	9	349	24	2	10	36	1	407	39	447	31	0	54	85	917
Grand Total	96	402	13	511	42	2	14	58	1	876	48	925	38	0	71	109	1603
Apprch %	18.8	78.7	2.5		72.4	3.4	24.1		0.1	94.7	5.2		34.9	0	65.1		
Total %	6	25.1	0.8	31.9	2.6	0.1	0.9	3.6	0.1	54.6	3	57.7	2.4	0	4.4	6.8	



City of Spokane - Street Department

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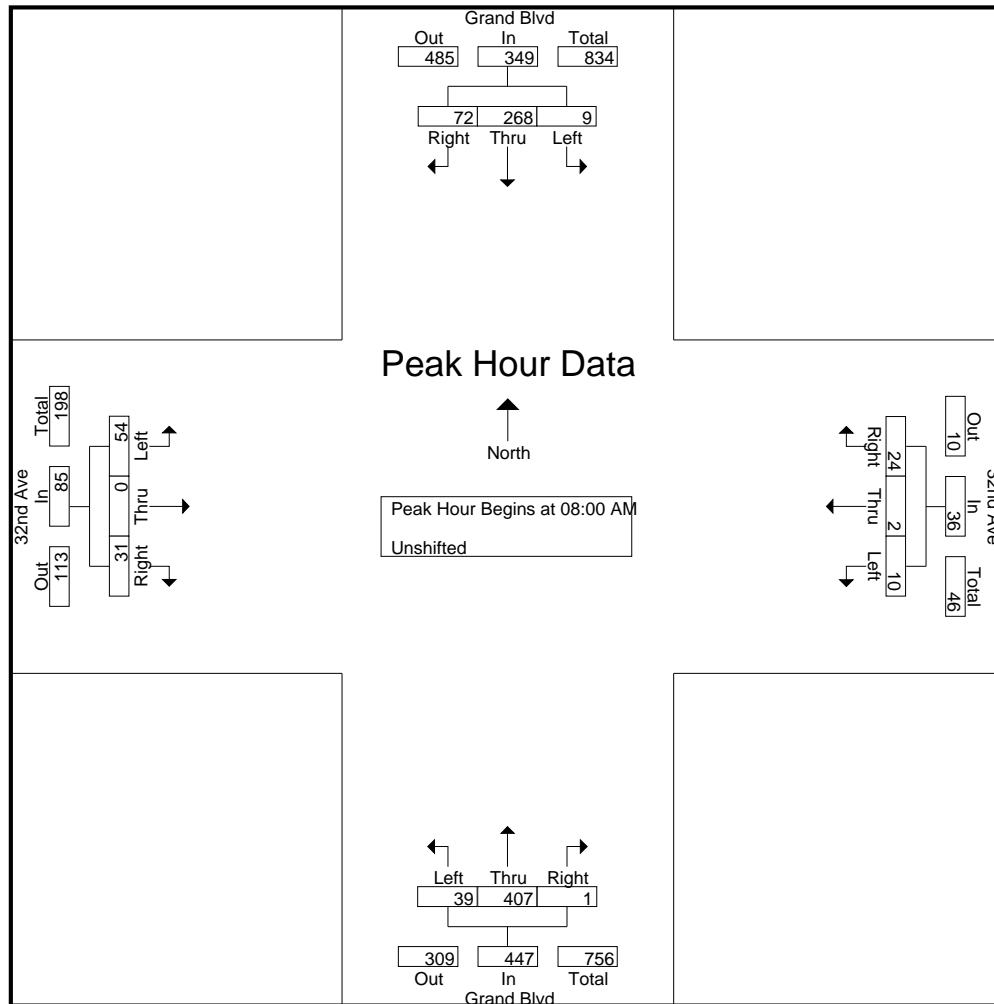


500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand AM
Site Code :
Start Date : 5/22/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	12	40	4	56	7	0	1	8	1	93	7	101	1	0	5	6	171
08:15 AM	22	45	5	72	4	2	3	9	0	113	8	121	11	0	10	21	223
08:30 AM	29	81	0	110	8	0	2	10	0	96	17	113	16	0	29	45	278
08:45 AM	9	102	0	111	5	0	4	9	0	105	7	112	3	0	10	13	245
Total Volume	72	268	9	349	24	2	10	36	1	407	39	447	31	0	54	85	917
% App. Total	20.6	76.8	2.6		66.7	5.6	27.8		0.2	91.1	8.7		36.5	0	63.5		
PHF	.621	.657	.450	.786	.750	.250	.625	.900	.250	.900	.574	.924	.484	.000	.466	.472	.825



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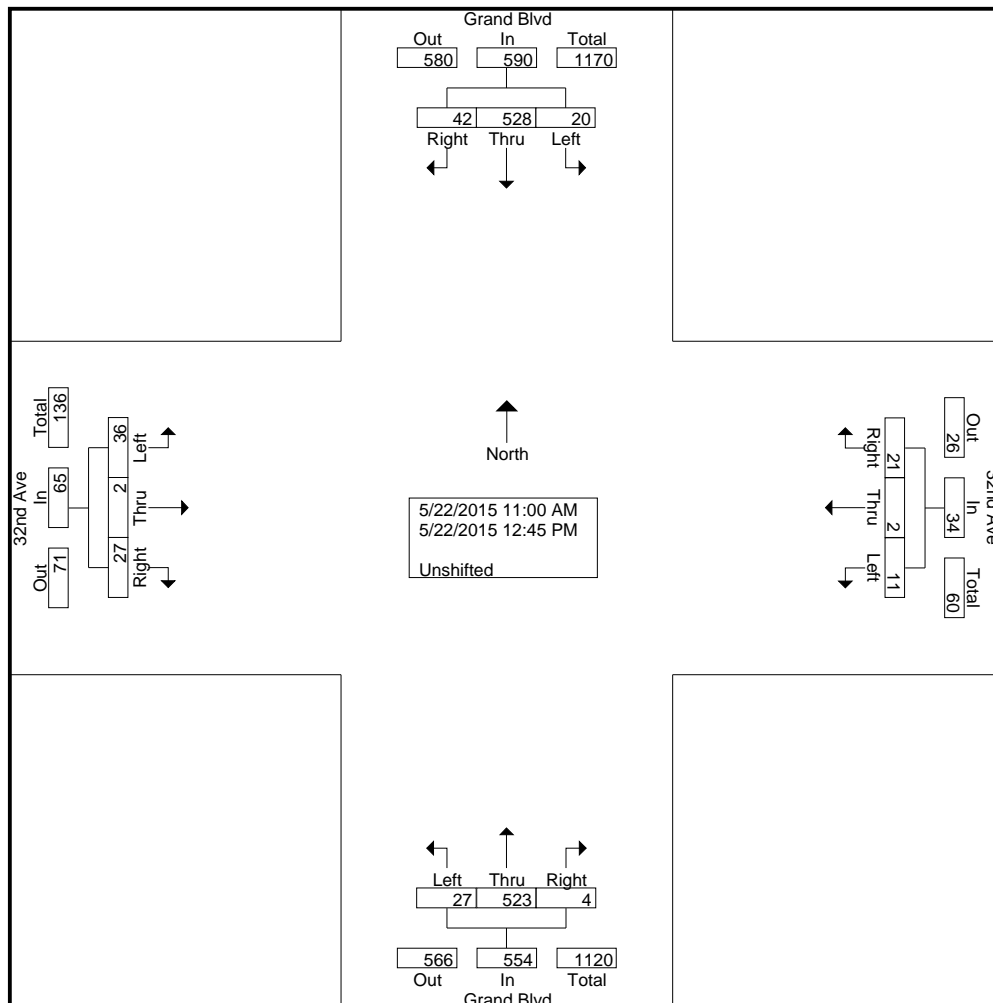
500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand MID
Site Code :
Start Date : 5/22/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
11:00 AM	4	56	1	61	0	0	3	3	2	54	6	62	4	0	2	6	132
11:15 AM	5	63	3	71	3	1	3	7	0	62	4	66	3	2	7	12	156
11:30 AM	6	59	3	68	5	0	1	6	0	70	1	71	5	0	1	6	151
11:45 AM	4	91	4	99	4	0	0	4	1	72	2	75	5	0	4	9	187
Total	19	269	11	299	12	1	7	20	3	258	13	274	17	2	14	33	626
12:00 PM	6	77	2	85	0	0	1	1	0	55	4	59	5	0	2	7	152
12:15 PM	2	57	2	61	4	0	2	6	1	73	5	79	2	0	7	9	155
12:30 PM	8	50	5	63	3	0	0	3	0	71	2	73	3	0	2	5	144
12:45 PM	7	75	0	82	2	1	1	4	0	66	3	69	0	0	11	11	166
Total	23	259	9	291	9	1	4	14	1	265	14	280	10	0	22	32	617
Grand Total	42	528	20	590	21	2	11	34	4	523	27	554	27	2	36	65	1243
Apprch %	7.1	89.5	3.4		61.8	5.9	32.4		0.7	94.4	4.9		41.5	3.1	55.4		
Total %	3.4	42.5	1.6	47.5	1.7	0.2	0.9	2.7	0.3	42.1	2.2	44.6	2.2	0.2	2.9	5.2	



City of Spokane - Street Department

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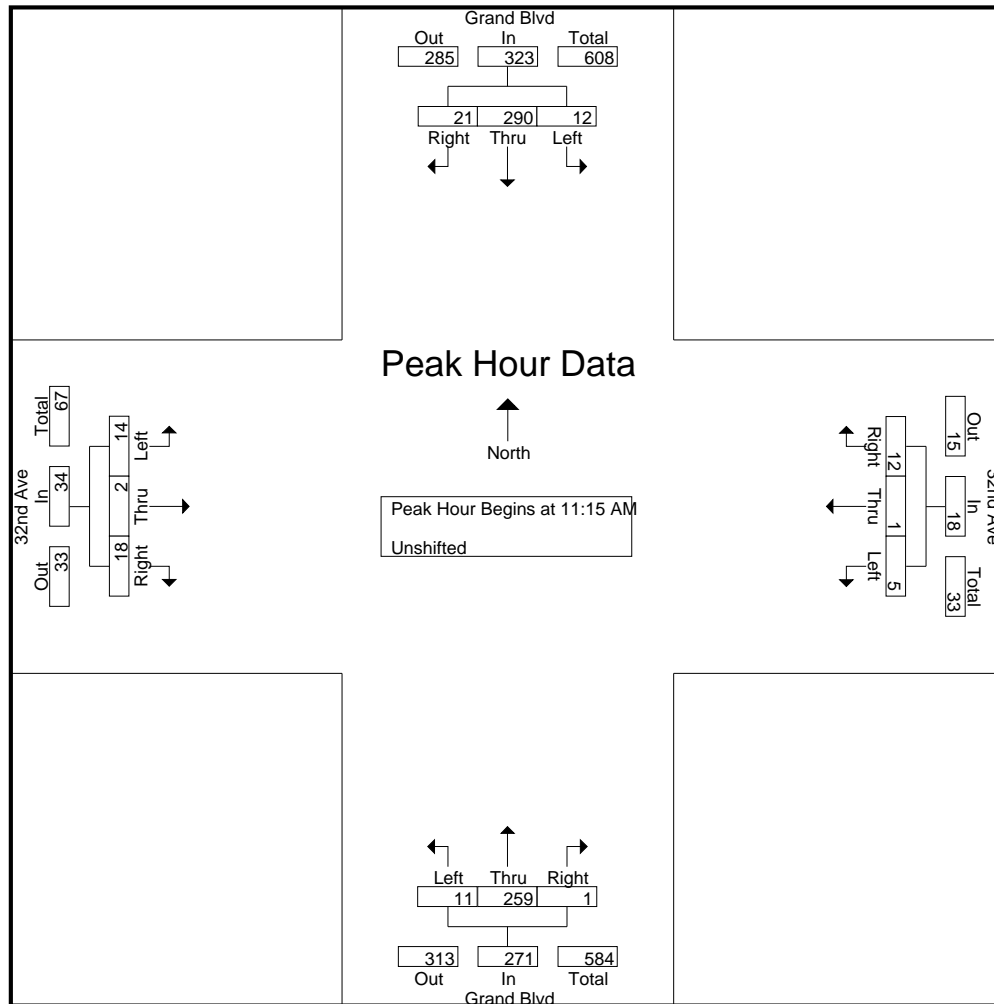


500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand MID
Site Code :
Start Date : 5/22/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 11:15 AM																	
11:15 AM	5	63	3	71	3	1	3	7	0	62	4	66	3	2	7	12	156
11:30 AM	6	59	3	68	5	0	1	6	0	70	1	71	5	0	1	6	151
11:45 AM	4	91	4	99	4	0	0	4	1	72	2	75	5	0	4	9	187
12:00 PM	6	77	2	85	0	0	1	1	0	55	4	59	5	0	2	7	152
Total Volume	21	290	12	323	12	1	5	18	1	259	11	271	18	2	14	34	646
% App. Total	6.5	89.8	3.7		66.7	5.6	27.8		0.4	95.6	4.1		52.9	5.9	41.2		
PHF	.875	.797	.750	.816	.600	.250	.417	.643	.250	.899	.688	.903	.900	.250	.500	.708	.864



City of Spokane - Street Department

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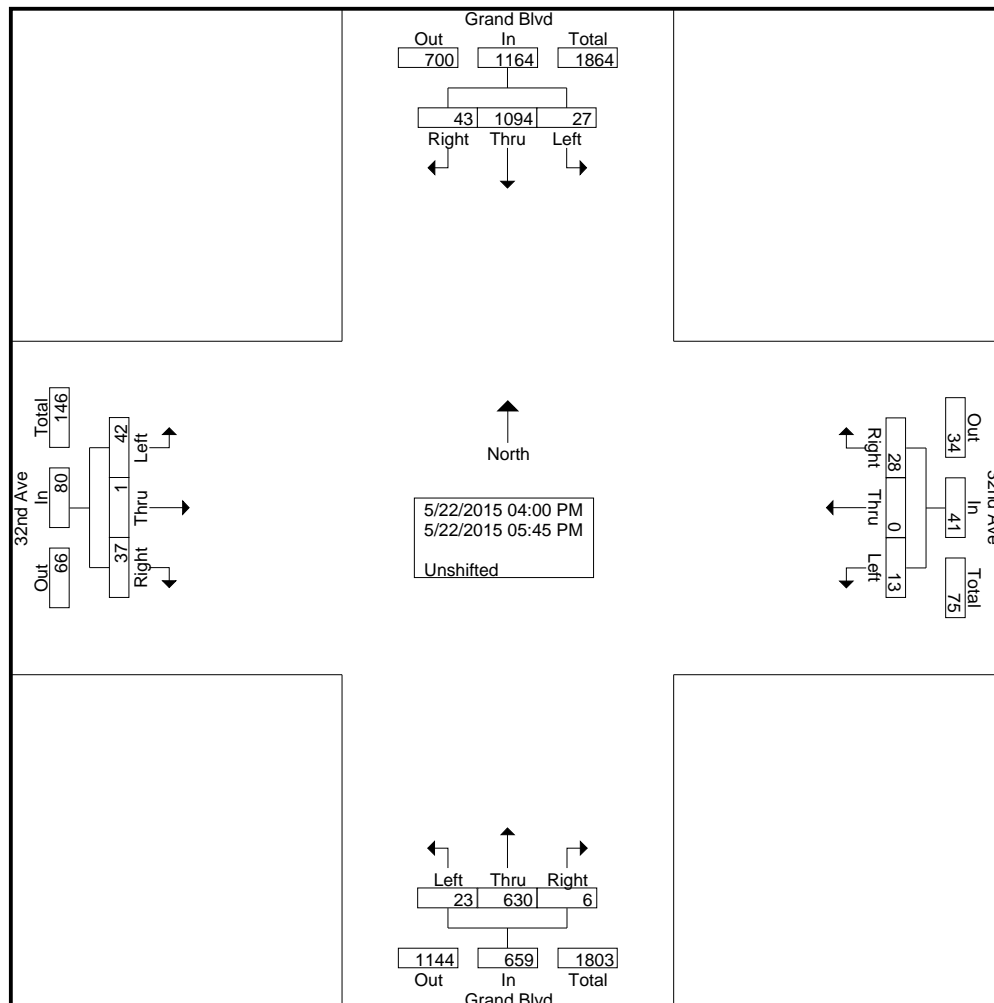
500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand PM
Site Code :
Start Date : 5/22/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
04:00 PM	6	107	3	116	3	0	1	4	0	81	4	85	9	0	6	15	220
04:15 PM	8	115	3	126	2	0	1	3	1	70	7	78	8	0	10	18	225
04:30 PM	5	120	3	128	3	0	1	4	0	88	1	89	1	1	9	11	232
04:45 PM	4	149	3	156	1	0	4	5	2	78	3	83	6	0	5	11	255
Total	23	491	12	526	9	0	7	16	3	317	15	335	24	1	30	55	932
05:00 PM	5	167	7	179	10	0	2	12	0	85	4	89	4	0	6	10	290
05:15 PM	7	165	3	175	3	0	1	4	0	81	4	85	4	0	1	5	269
05:30 PM	5	137	2	144	4	0	1	5	2	82	0	84	3	0	3	6	239
05:45 PM	3	134	3	140	2	0	2	4	1	65	0	66	2	0	2	4	214
Total	20	603	15	638	19	0	6	25	3	313	8	324	13	0	12	25	1012
Grand Total	43	1094	27	1164	28	0	13	41	6	630	23	659	37	1	42	80	1944
Apprch %	3.7	94	2.3		68.3	0	31.7		0.9	95.6	3.5		46.2	1.2	52.5		
Total %	2.2	56.3	1.4	59.9	1.4	0	0.7	2.1	0.3	32.4	1.2	33.9	1.9	0.1	2.2	4.1	



City of Spokane - Street Department

901 N. Nelson Street
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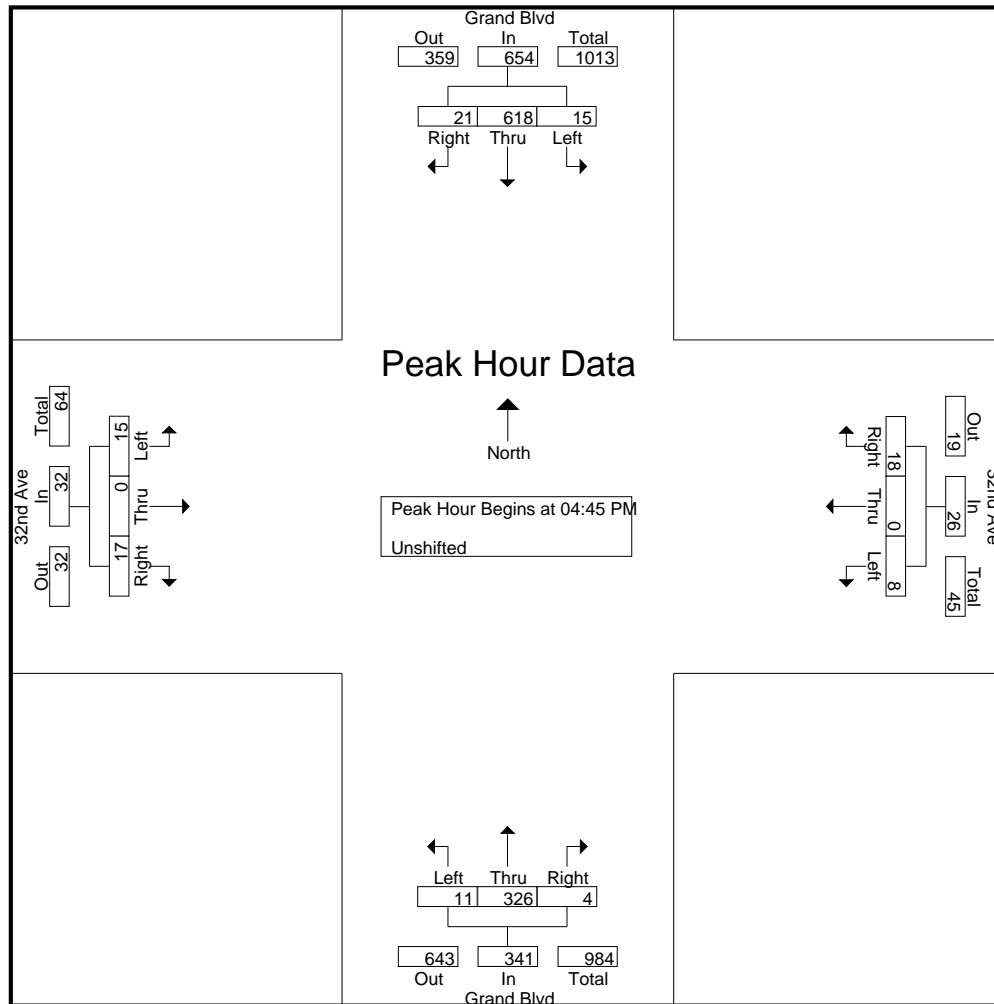


500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand PM
Site Code :
Start Date : 5/22/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	4	149	3	156	1	0	4	5	2	78	3	83	6	0	5	11	255
05:00 PM	5	167	7	179	10	0	2	12	0	85	4	89	4	0	6	10	290
05:15 PM	7	165	3	175	3	0	1	4	0	81	4	85	4	0	1	5	269
05:30 PM	5	137	2	144	4	0	1	5	2	82	0	84	3	0	3	6	239
Total Volume	21	618	15	654	18	0	8	26	4	326	11	341	17	0	15	32	1053
% App. Total	3.2	94.5	2.3		69.2	0	30.8		1.2	95.6	3.2		53.1	0	46.9		
PHF	.750	.925	.536	.913	.450	.000	.500	.542	.500	.959	.688	.958	.708	.000	.625	.727	.908



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800



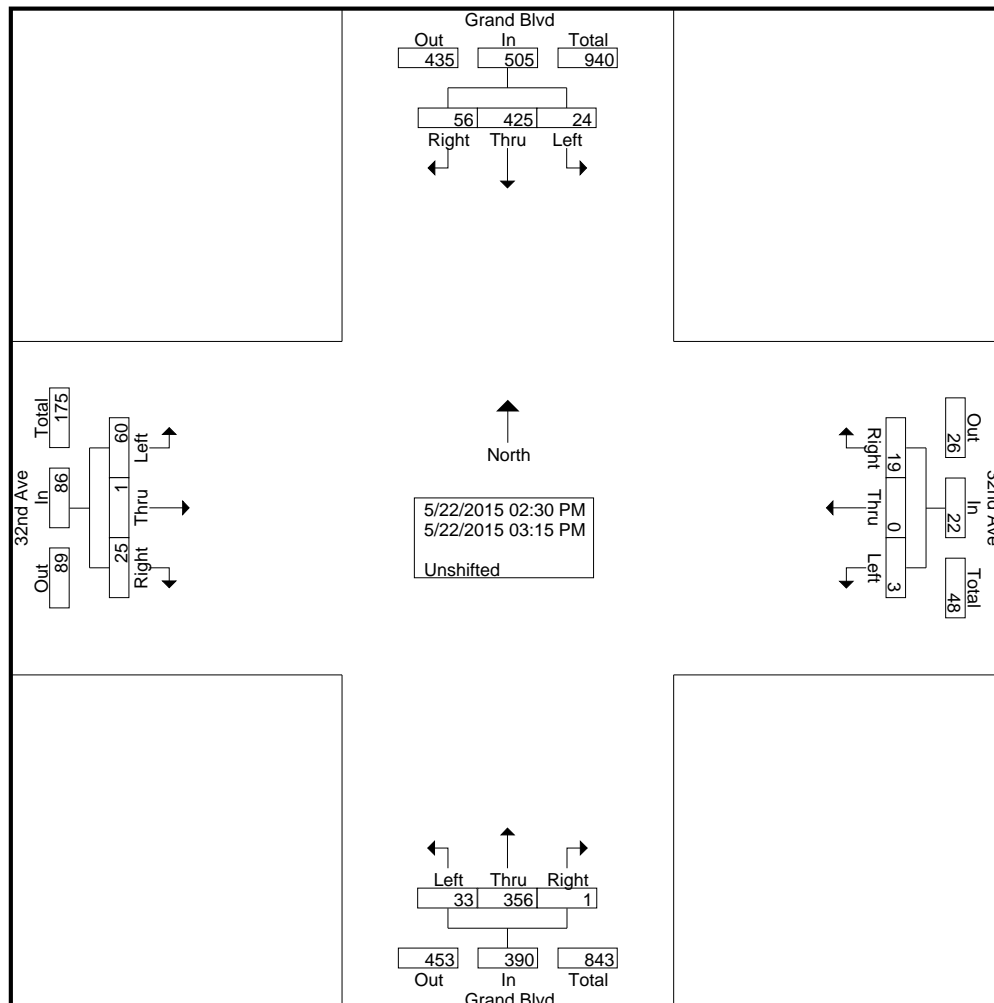
500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand School Out
Site Code :
Start Date : 5/22/2015
Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
02:30 PM	7	82	3	92	3	0	1	4	0	54	3	57	4	0	8	12	165
02:45 PM	6	158	5	169	7	0	1	8	0	58	7	65	2	0	7	9	251
Total	13	240	8	261	10	0	2	12	0	112	10	122	6	0	15	21	416
03:00 PM	16	77	8	101	4	0	0	4	0	123	12	135	4	0	7	11	251
03:15 PM	27	108	8	143	5	0	1	6	1	121	11	133	15	1	38	54	336
Grand Total	56	425	24	505	19	0	3	22	1	356	33	390	25	1	60	86	1003
Apprch %	11.1	84.2	4.8		86.4	0	13.6		0.3	91.3	8.5		29.1	1.2	69.8		
Total %	5.6	42.4	2.4	50.3	1.9	0	0.3	2.2	0.1	35.5	3.3	38.9	2.5	0.1	6	8.6	



City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

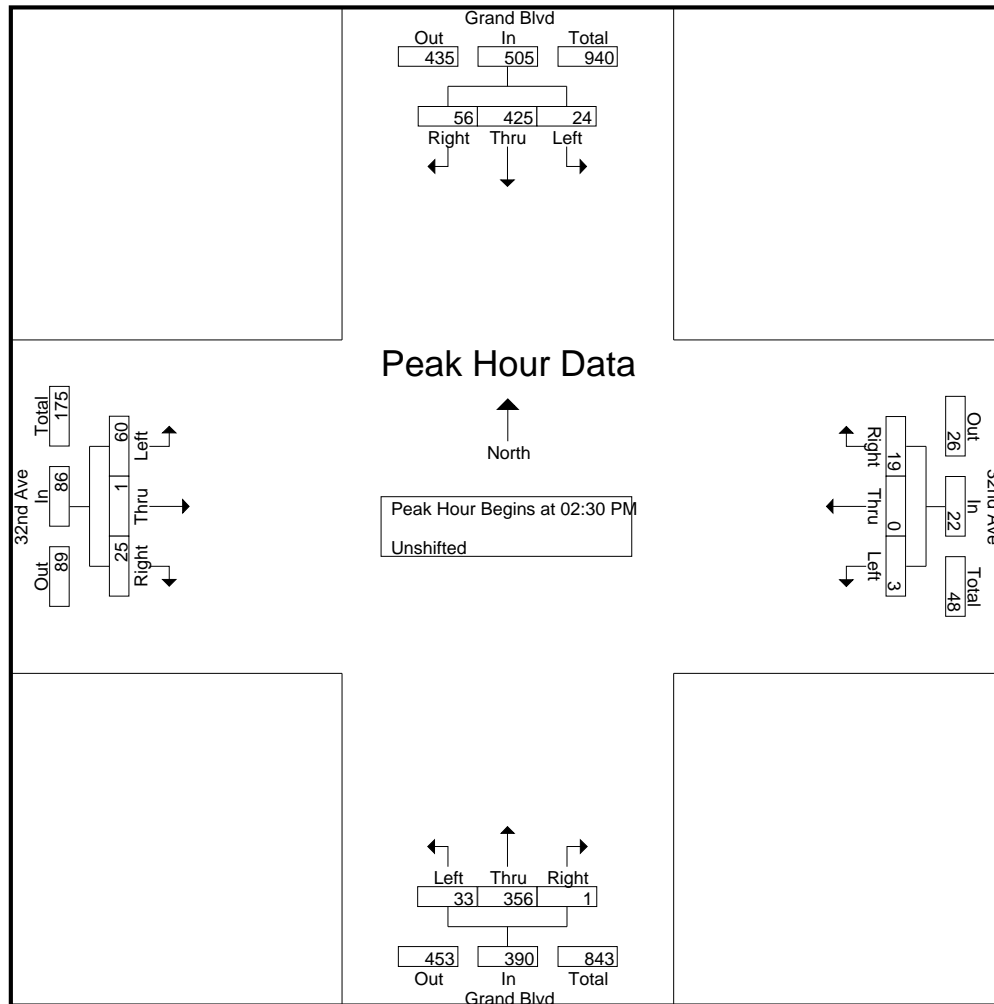


500 E 32nd Ave
3200 S Grand Blvd

File Name : 32nd & Grand School Out
Site Code :
Start Date : 5/22/2015
Page No : 2

Peak Hour Data on Page 2

	Grand Blvd From North				32nd Ave From East				Grand Blvd From South				32nd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 02:30 PM to 03:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 02:30 PM																	
02:30 PM	7	82	3	92	3	0	1	4	0	54	3	57	4	0	8	12	165
02:45 PM	6	158	5	169	7	0	1	8	0	58	7	65	2	0	7	9	251
03:00 PM	16	77	8	101	4	0	0	4	0	123	12	135	4	0	7	11	251
03:15 PM	27	108	8	143	5	0	1	6	1	121	11	133	15	1	38	54	336
Total Volume	56	425	24	505	19	0	3	22	1	356	33	390	25	1	60	86	1003
% App. Total	11.1	84.2	4.8		86.4	0	13.6		0.3	91.3	8.5		29.1	1.2	69.8		
PHF	.519	.672	.750	.747	.679	.000	.750	.688	.250	.724	.688	.722	.417	.250	.395	.398	.746





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

3300 S Grand Blvd
600 E 33rd Ave

File Name : Grand & 33rd School Let in

Site Code :

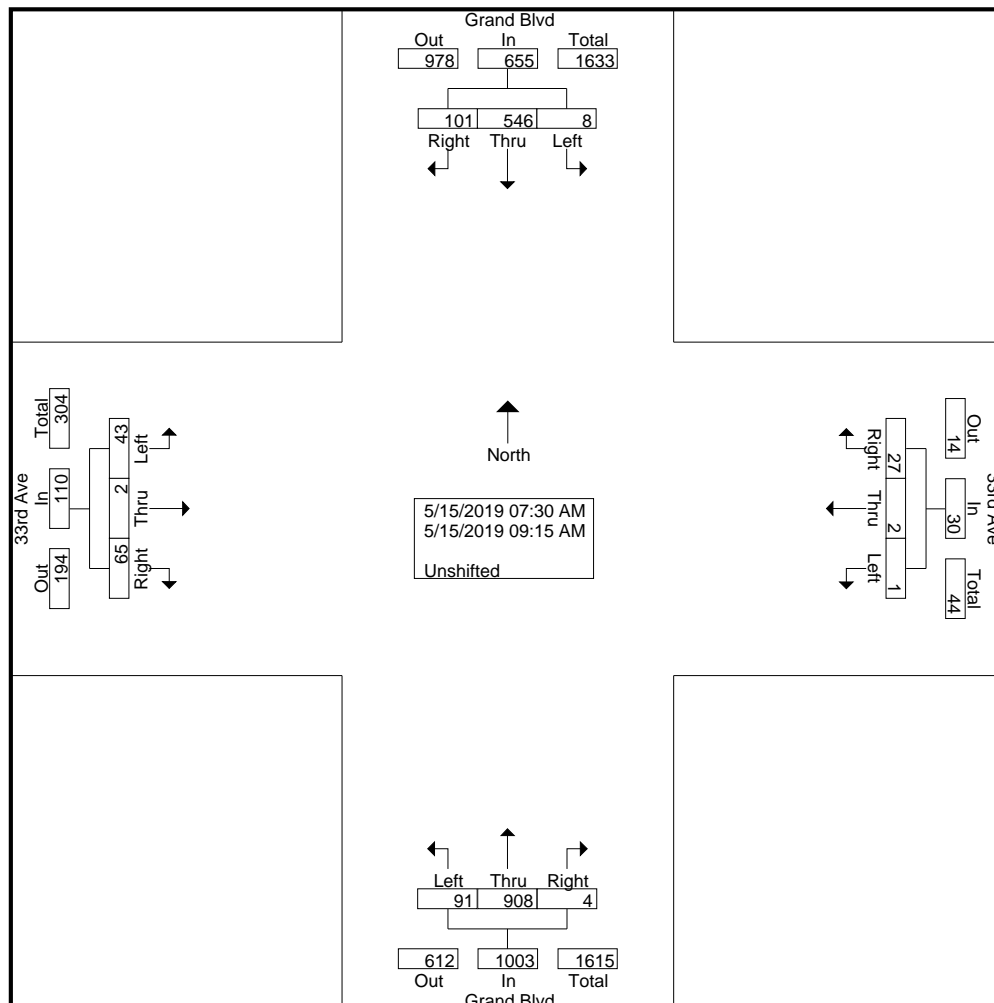
Start Date : 5/15/2019

Page No : 1

Peak hour data on page 2

Groups Printed- Unshifted

	Grand Blvd From North				33rd Ave From East				Grand Blvd From South				33rd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
07:30 AM	4	52	3	59	9	1	0	10	1	185	5	191	7	0	12	19	279
07:45 AM	2	56	0	58	5	0	0	5	0	118	4	122	2	0	2	4	189
Total	6	108	3	117	14	1	0	15	1	303	9	313	9	0	14	23	468
08:00 AM	11	67	0	78	2	0	0	2	0	122	9	131	9	0	3	12	223
08:15 AM	17	78	1	96	0	0	1	1	0	106	13	119	13	1	3	17	233
08:30 AM	36	80	0	116	3	0	0	3	2	117	22	141	18	0	2	20	280
08:45 AM	14	77	2	93	4	0	0	4	0	101	32	133	11	0	14	25	255
Total	78	302	3	383	9	0	1	10	2	446	76	524	51	1	22	74	991
09:00 AM	4	82	0	86	0	0	0	0	0	79	4	83	2	0	1	3	172
09:15 AM	13	54	2	69	4	1	0	5	1	80	2	83	3	1	6	10	167
Grand Total	101	546	8	655	27	2	1	30	4	908	91	1003	65	2	43	110	1798
Apprch %	15.4	83.4	1.2		90	6.7	3.3		0.4	90.5	9.1		59.1	1.8	39.1		
Total %	5.6	30.4	0.4	36.4	1.5	0.1	0.1	1.7	0.2	50.5	5.1	55.8	3.6	0.1	2.4	6.1	



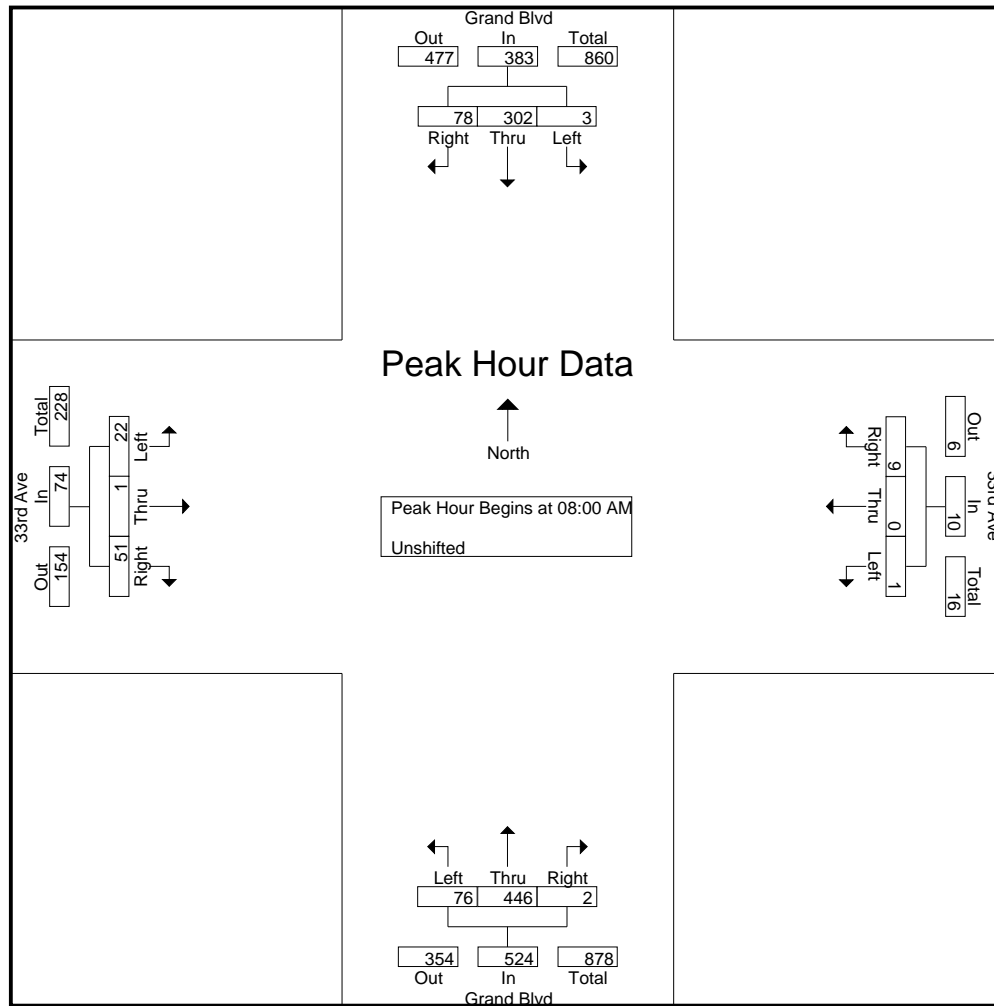


City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

File Name : Grand & 33rd School Let in
Site Code :
Start Date : 5/15/2019
Page No : 2

	Grand Blvd From North				33rd Ave From East				Grand Blvd From South				33rd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:15 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	11	67	0	78	2	0	0	2	0	122	9	131	9	0	3	12	223
08:15 AM	17	78	1	96	0	0	1	1	0	106	13	119	13	1	3	17	233
08:30 AM	36	80	0	116	3	0	0	3	2	117	22	141	18	0	2	20	280
08:45 AM	14	77	2	93	4	0	0	4	0	101	32	133	11	0	14	25	255
Total Volume	78	302	3	383	9	0	1	10	2	446	76	524	51	1	22	74	991
% App. Total	20.4	78.9	0.8		90	0	10		0.4	85.1	14.5		68.9	1.4	29.7		
PHF	.542	.944	.375	.825	.563	.000	.250	.625	.250	.914	.594	.929	.708	.250	.393	.740	.885





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

3300 S Grand Blvd
600 E 33rd Ave

File Name : Grand & 33rd School Let out

Site Code :

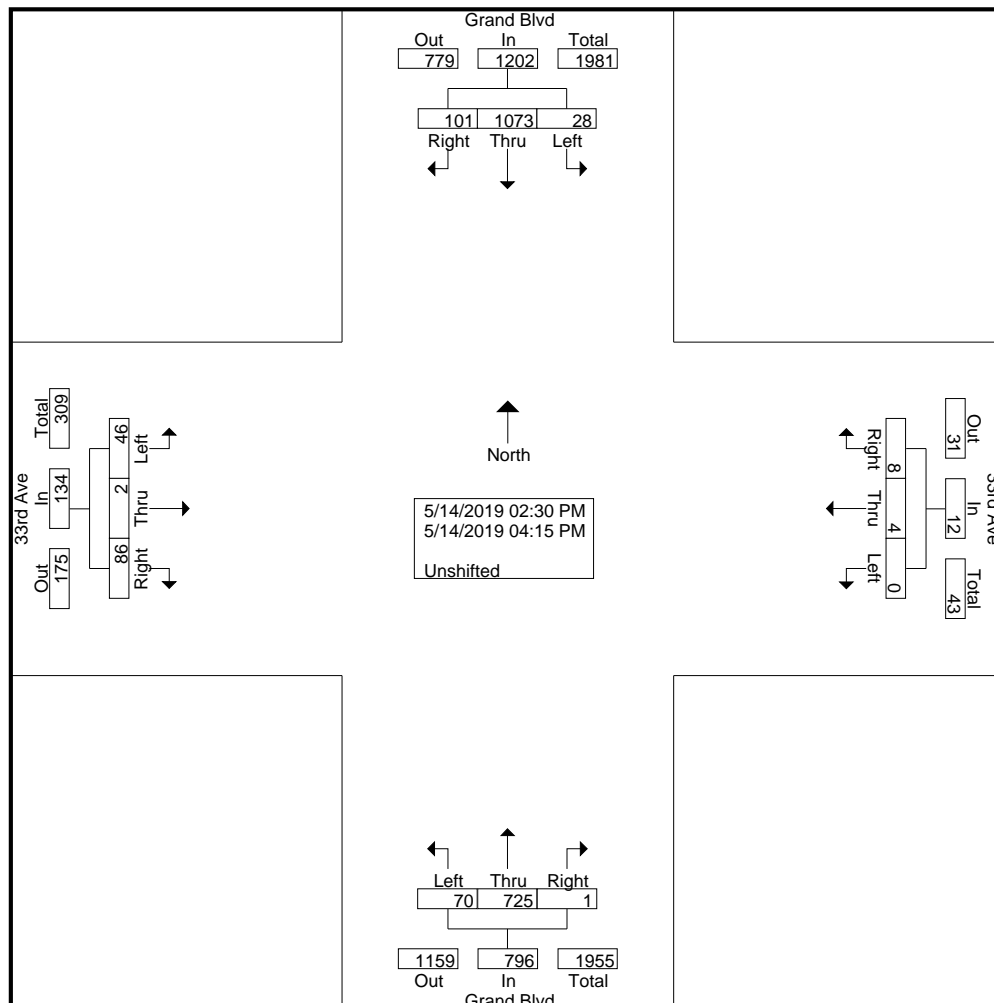
Start Date : 5/14/2019

Page No : 1

Peak hour data on page 2

Groups Printed- Unshifted

	Grand Blvd From North				33rd Ave From East				Grand Blvd From South				33rd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
02:30 PM	9	129	2	140	2	0	0	2	0	74	11	85	3	0	6	9	236
02:45 PM	13	122	2	137	0	0	0	0	0	79	11	90	4	0	3	7	234
Total	22	251	4	277	2	0	0	2	0	153	22	175	7	0	9	16	470
03:00 PM	11	117	3	131	0	0	0	0	0	110	6	116	19	0	7	26	273
03:15 PM	24	130	10	164	0	0	0	0	1	113	18	132	5	0	3	8	304
03:30 PM	13	124	4	141	3	0	0	3	0	82	7	89	24	1	7	32	265
03:45 PM	7	142	2	151	2	3	0	5	0	95	2	97	11	0	7	18	271
Total	55	513	19	587	5	3	0	8	1	400	33	434	59	1	24	84	1113
04:00 PM	11	137	2	150	0	1	0	1	0	87	6	93	10	0	4	14	258
04:15 PM	13	172	3	188	1	0	0	1	0	85	9	94	10	1	9	20	303
Grand Total	101	1073	28	1202	8	4	0	12	1	725	70	796	86	2	46	134	2144
Apprch %	8.4	89.3	2.3		66.7	33.3	0		0.1	91.1	8.8		64.2	1.5	34.3		
Total %	4.7	50	1.3	56.1	0.4	0.2	0	0.6	0	33.8	3.3	37.1	4	0.1	2.1	6.2	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769

509-232-8800

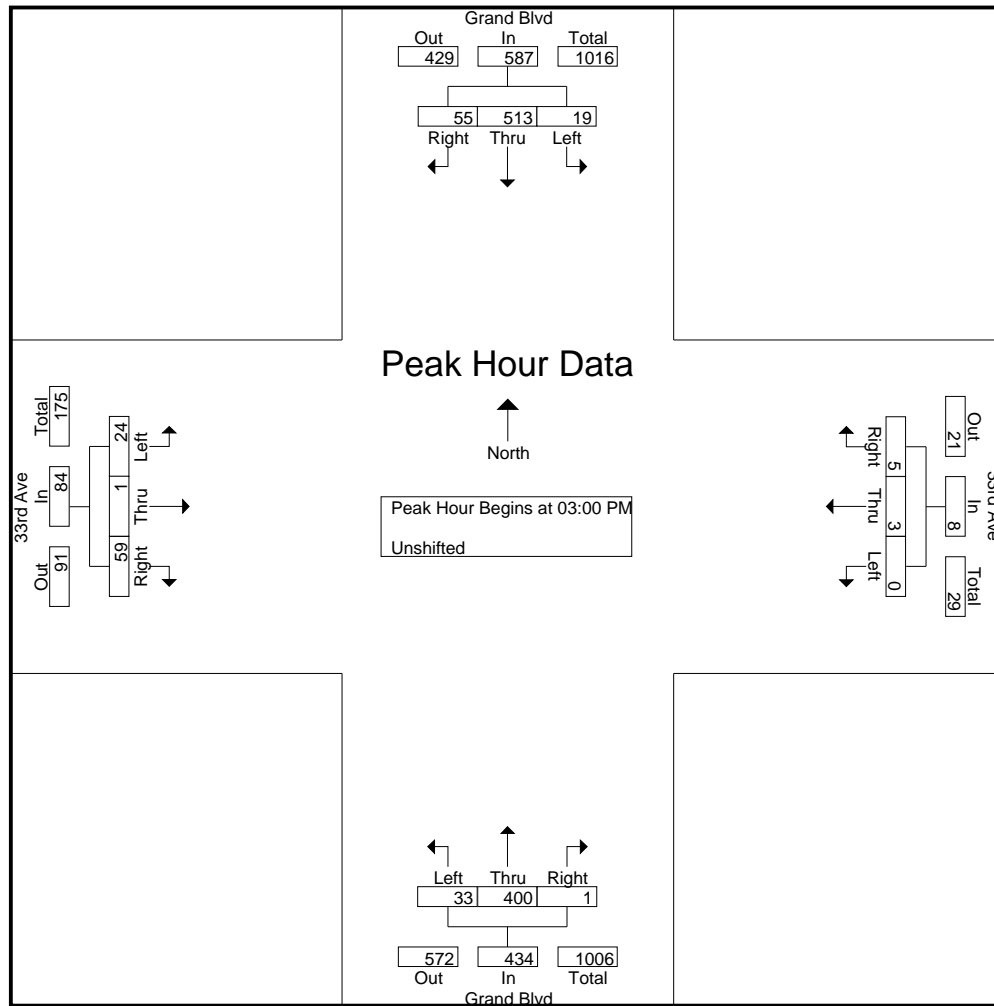
File Name : Grand & 33rd School Let out

Site Code :

Start Date : 5/14/2019

Page No : 2

	Grand Blvd From North				33rd Ave From East				Grand Blvd From South				33rd Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 02:30 PM to 04:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 03:00 PM																	
03:00 PM	11	117	3	131	0	0	0	0	0	110	6	116	19	0	7	26	273
03:15 PM	24	130	10	164	0	0	0	0	1	113	18	132	5	0	3	8	304
03:30 PM	13	124	4	141	3	0	0	3	0	82	7	89	24	1	7	32	265
03:45 PM	7	142	2	151	2	3	0	5	0	95	2	97	11	0	7	18	271
Total Volume	55	513	19	587	5	3	0	8	1	400	33	434	59	1	24	84	1113
% App. Total	9.4	87.4	3.2		62.5	37.5	0		0.2	92.2	7.6		70.2	1.2	28.6		
PHF	.573	.903	.475	.895	.417	.250	.000	.400	.250	.885	.458	.822	.615	.250	.857	.656	.915





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

3700 S Grand Blvd
600 E 37th Ave

File Name : Grand & 37th INT255 AM

Site Code : INT255

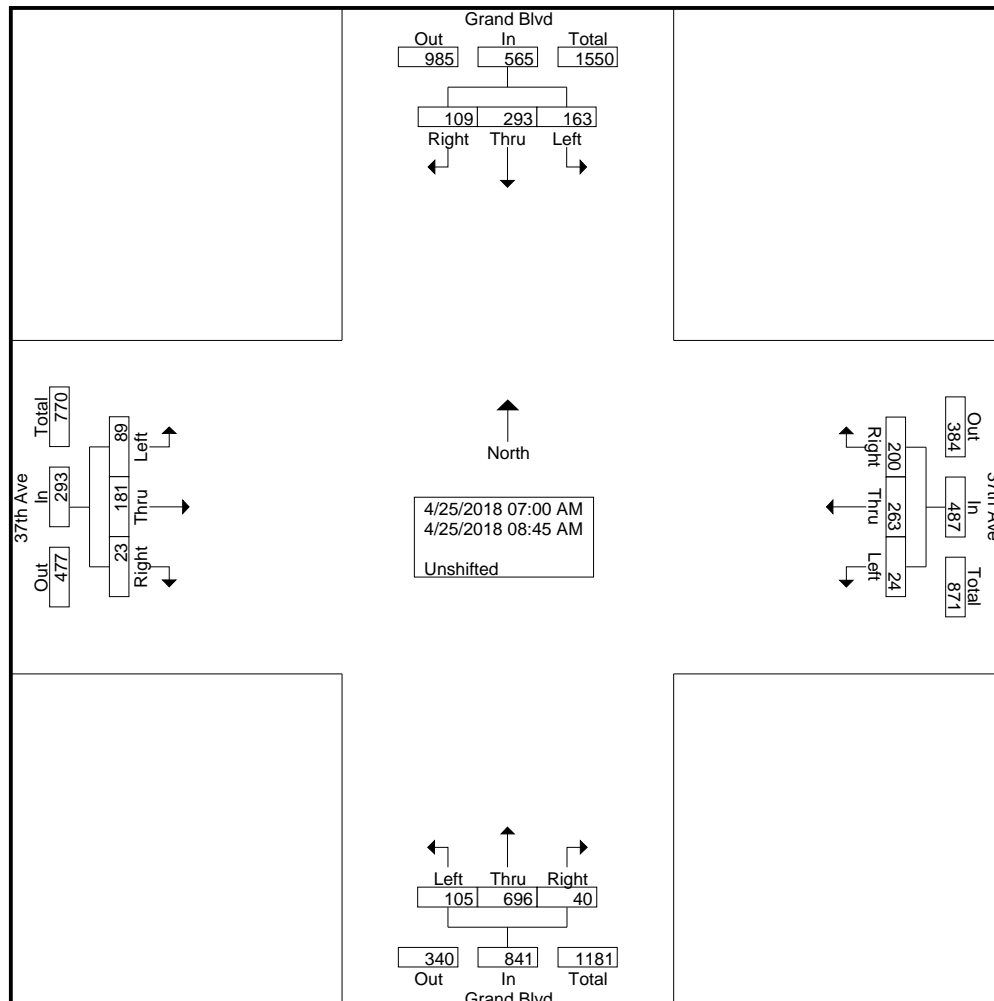
Start Date : 4/25/2018

Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

Start Time	Grand Blvd From North				37th Ave From East				Grand Blvd From South				37th Ave From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
07:00 AM	3	15	13	31	12	19	2	33	2	55	14	71	0	18	2	20	155
07:15 AM	11	21	15	47	17	34	5	56	4	82	11	97	3	28	6	37	237
07:30 AM	9	40	12	61	28	47	1	76	1	107	8	116	1	20	8	29	282
07:45 AM	10	37	25	72	20	37	3	60	5	90	21	116	2	17	8	27	275
Total	33	113	65	211	77	137	11	225	12	334	54	400	6	83	24	113	949
08:00 AM	25	39	24	88	27	37	0	64	3	68	15	86	1	19	13	33	271
08:15 AM	27	38	24	89	29	39	7	75	5	81	24	110	8	32	24	64	338
08:30 AM	15	50	27	92	31	29	2	62	6	119	6	131	1	29	19	49	334
08:45 AM	9	53	23	85	36	21	4	61	14	94	6	114	7	18	9	34	294
Total	76	180	98	354	123	126	13	262	28	362	51	441	17	98	65	180	1237
Grand Total	109	293	163	565	200	263	24	487	40	696	105	841	23	181	89	293	2186
Apprch %	19.3	51.9	28.8		41.1	54	4.9		4.8	82.8	12.5		7.8	61.8	30.4		
Total %	5	13.4	7.5	25.8	9.1	12	1.1	22.3	1.8	31.8	4.8	38.5	1.1	8.3	4.1	13.4	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

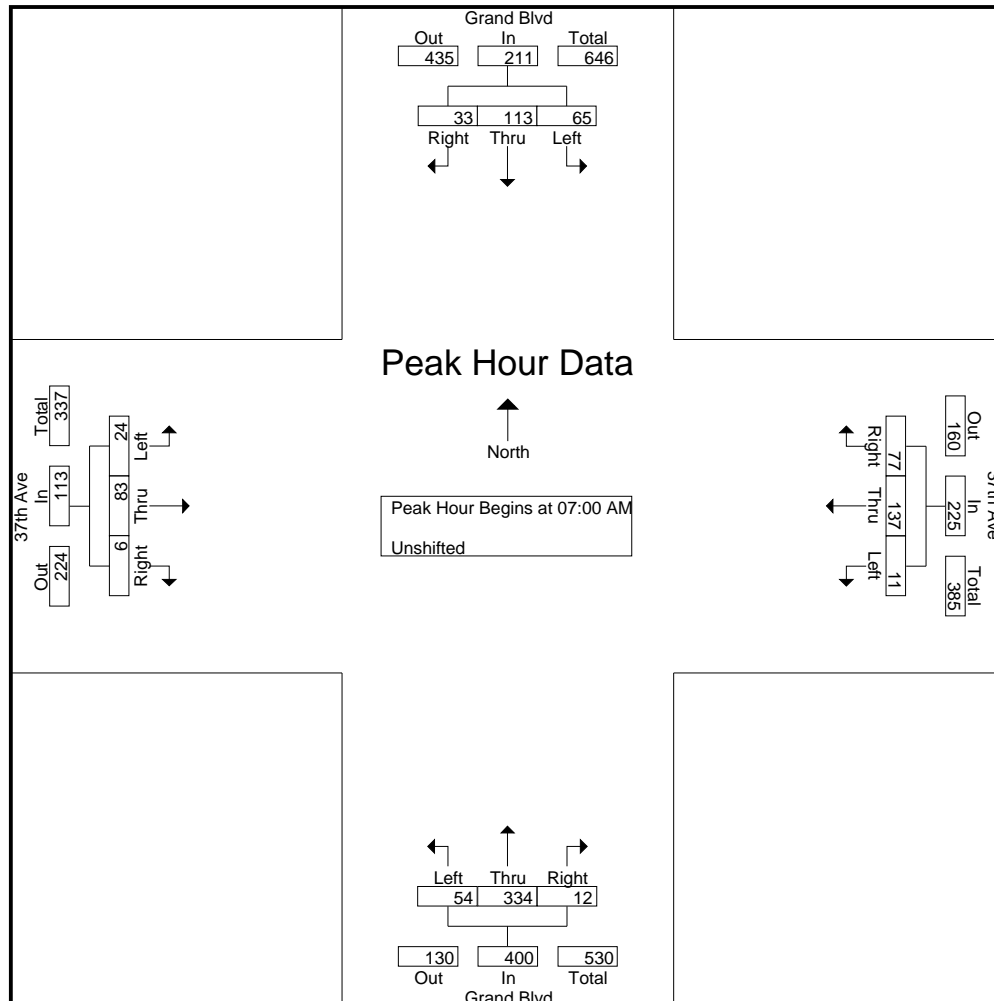
File Name : Grand & 37th INT255 AM

Site Code : INT255

Start Date : 4/25/2018

Page No : 2

	Grand Blvd From North				37th Ave From East				Grand Blvd From South				37th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 07:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:00 AM																	
07:00 AM	3	15	13	31	12	19	2	33	2	55	14	71	0	18	2	20	155
07:15 AM	11	21	15	47	17	34	5	56	4	82	11	97	3	28	6	37	237
07:30 AM	9	40	12	61	28	47	1	76	1	107	8	116	1	20	8	29	282
07:45 AM	10	37	25	72	20	37	3	60	5	90	21	116	2	17	8	27	275
Total Volume	33	113	65	211	77	137	11	225	12	334	54	400	6	83	24	113	949
% App. Total	15.6	53.6	30.8		34.2	60.9	4.9		3	83.5	13.5		5.3	73.5	21.2		
PHF	.750	.706	.650	.733	.688	.729	.550	.740	.600	.780	.643	.862	.500	.741	.750	.764	.841





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

3700 S Grand Blvd
600 E 37th Ave

File Name : Grand & 37th INT255 MID

Site Code : INT255

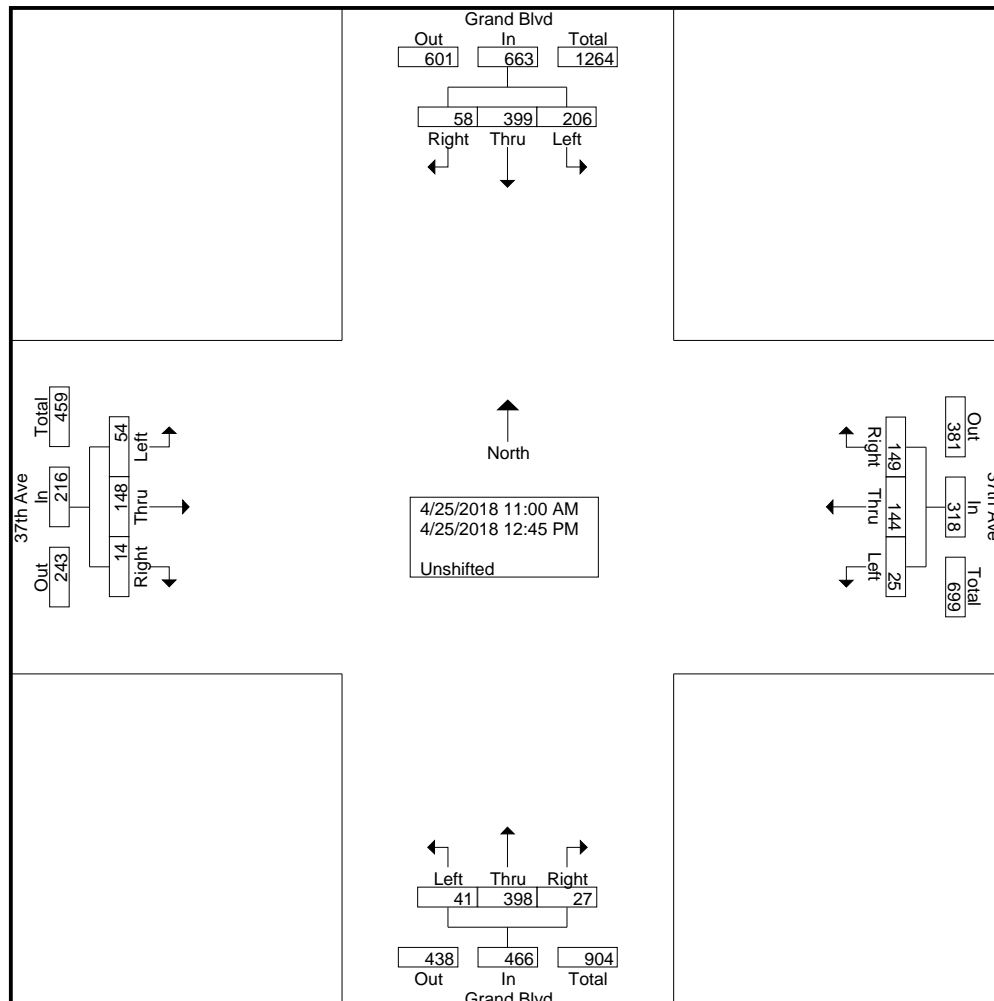
Start Date : 4/25/2018

Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

Start Time	Grand Blvd From North				37th Ave From East				Grand Blvd From South				37th Ave From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
11:00 AM	6	42	17	65	23	12	4	39	7	45	1	53	4	17	7	28	185
11:15 AM	3	43	23	69	17	18	4	39	2	52	5	59	1	17	7	25	192
11:30 AM	6	60	32	98	24	11	0	35	5	53	6	64	2	15	4	21	218
11:45 AM	12	49	29	90	19	17	2	38	2	57	6	65	1	22	10	33	226
Total	27	194	101	322	83	58	10	151	16	207	18	241	8	71	28	107	821
12:00 PM	6	51	28	85	8	18	3	29	3	46	9	58	2	21	10	33	205
12:15 PM	11	53	24	88	17	20	2	39	1	51	4	56	2	22	7	31	214
12:30 PM	4	44	27	75	23	21	8	52	3	42	5	50	0	19	5	24	201
12:45 PM	10	57	26	93	18	27	2	47	4	52	5	61	2	15	4	21	222
Total	31	205	105	341	66	86	15	167	11	191	23	225	6	77	26	109	842
Grand Total	58	399	206	663	149	144	25	318	27	398	41	466	14	148	54	216	1663
Apprch %	8.7	60.2	31.1		46.9	45.3	7.9		5.8	85.4	8.8		6.5	68.5	25		
Total %	3.5	24	12.4	39.9	9	8.7	1.5	19.1	1.6	23.9	2.5	28	0.8	8.9	3.2	13	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

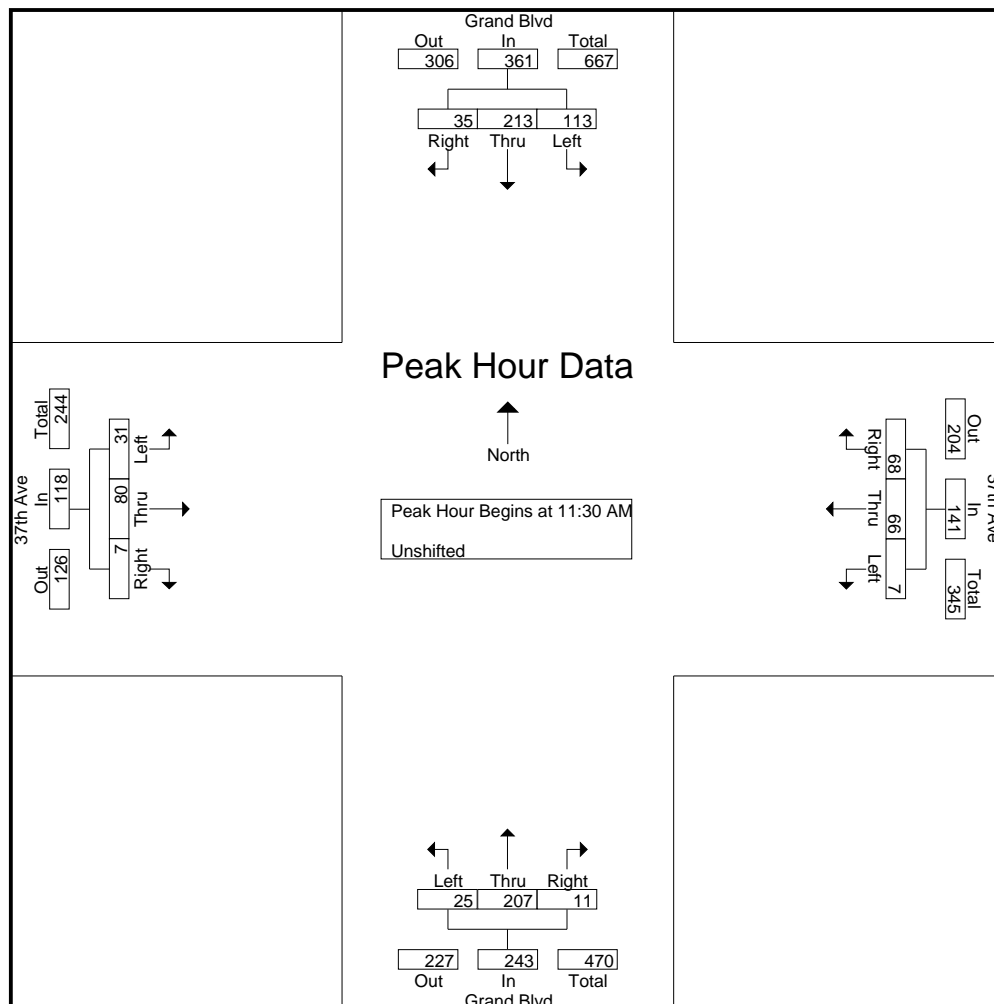
File Name : Grand & 37th INT255 MID

Site Code : INT255

Start Date : 4/25/2018

Page No : 2

	Grand Blvd From North				37th Ave From East				Grand Blvd From South				37th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 11:30 AM																	
11:30 AM	6	60	32	98	24	11	0	35	5	53	6	64	2	15	4	21	218
11:45 AM	12	49	29	90	19	17	2	38	2	57	6	65	1	22	10	33	226
12:00 PM	6	51	28	85	8	18	3	29	3	46	9	58	2	21	10	33	205
12:15 PM	11	53	24	88	17	20	2	39	1	51	4	56	2	22	7	31	214
Total Volume	35	213	113	361	68	66	7	141	11	207	25	243	7	80	31	118	863
% App. Total	9.7	59	31.3		48.2	46.8	5		4.5	85.2	10.3		5.9	67.8	26.3		
PHF	.729	.888	.883	.921	.708	.825	.583	.904	.550	.908	.694	.935	.875	.909	.775	.894	.955





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

3700 S Grand Blvd
600 E 37th Ave

File Name : Grand & 37th INT255 PM

Site Code : INT255

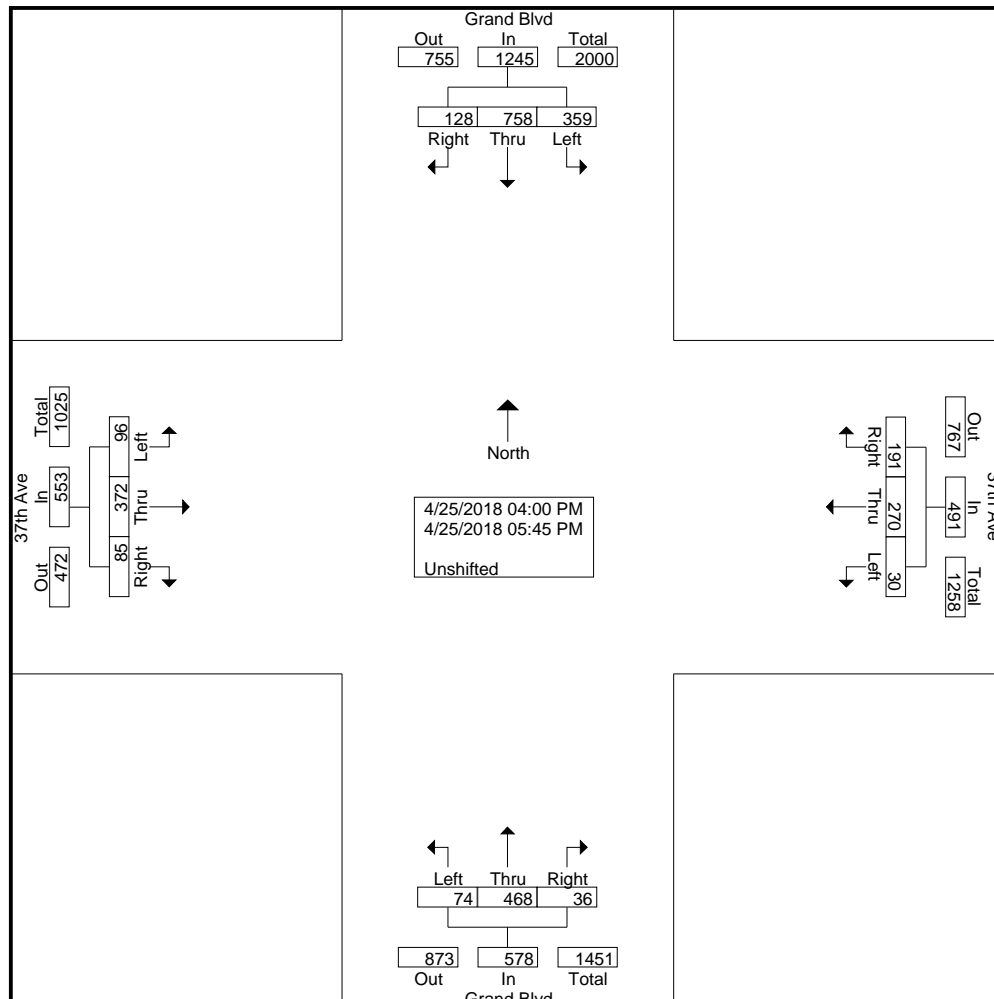
Start Date : 4/25/2018

Page No : 1

Peak Hour Data on Page 2

Groups Printed- Unshifted

	Grand Blvd From North				37th Ave From East				Grand Blvd From South				37th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
04:00 PM	18	79	49	146	24	37	5	66	3	59	14	76	5	38	10	53	341
04:15 PM	12	83	39	134	19	32	2	53	1	49	6	56	7	41	11	59	302
04:30 PM	14	99	43	156	20	40	3	63	7	53	11	71	12	44	7	63	353
04:45 PM	16	83	42	141	24	30	2	56	5	57	3	65	13	49	11	73	335
Total	60	344	173	577	87	139	12	238	16	218	34	268	37	172	39	248	1331
05:00 PM	18	112	41	171	31	34	9	74	4	51	10	65	8	50	9	67	377
05:15 PM	21	114	56	191	32	31	8	71	7	69	15	91	10	63	16	89	442
05:30 PM	18	108	52	178	23	31	0	54	5	78	6	89	13	58	17	88	409
05:45 PM	11	80	37	128	18	35	1	54	4	52	9	65	17	29	15	61	308
Total	68	414	186	668	104	131	18	253	20	250	40	310	48	200	57	305	1536
Grand Total	128	758	359	1245	191	270	30	491	36	468	74	578	85	372	96	553	2867
Apprch %	10.3	60.9	28.8		38.9	55	6.1		6.2	81	12.8		15.4	67.3	17.4		
Total %	4.5	26.4	12.5	43.4	6.7	9.4	1	17.1	1.3	16.3	2.6	20.2	3	13	3.3	19.3	





City of Spokane - Street Department

901 N. Nelson Street
Spokane, WA 99202-3769
509-232-8800

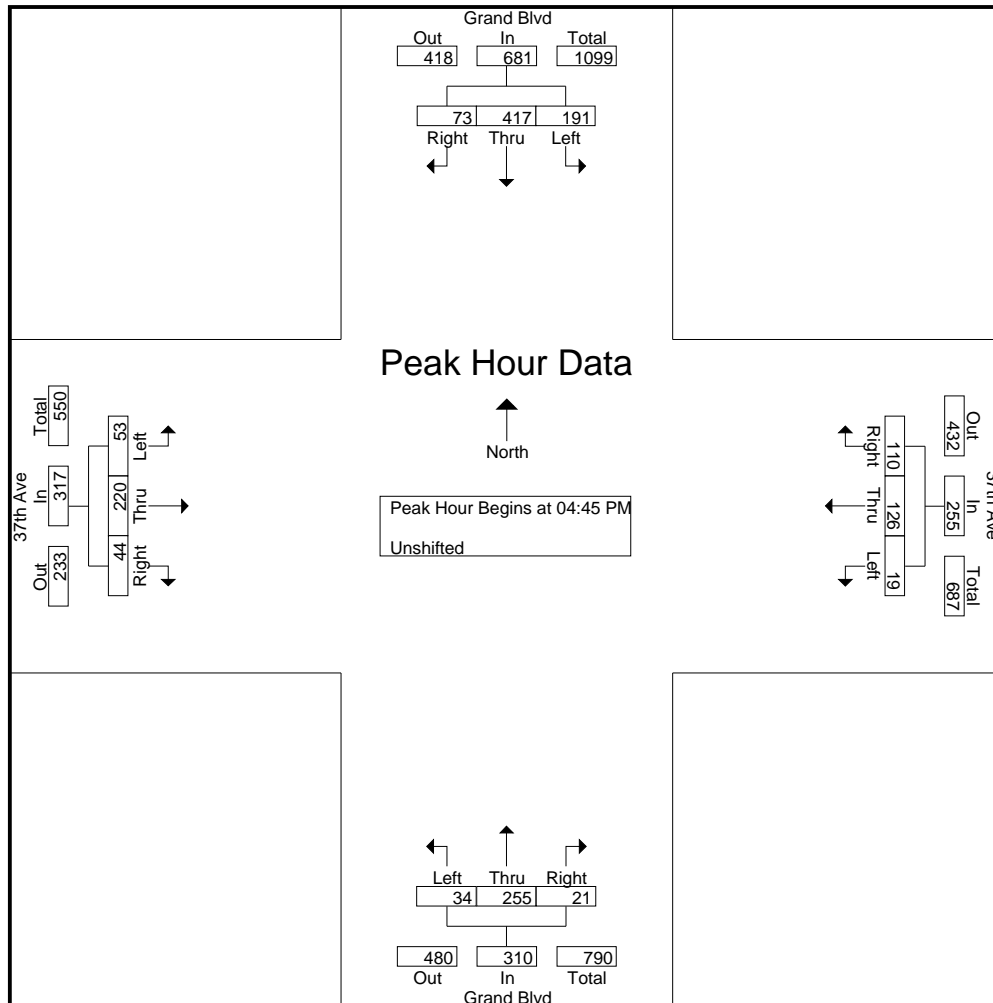
File Name : Grand & 37th INT255 PM

Site Code : INT255

Start Date : 4/25/2018

Page No : 2






















	Grand Blvd From North				37th Ave From East				Grand Blvd From South				37th Ave From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	16	83	42	141	24	30	2	56	5	57	3	65	13	49	11	73	335
05:00 PM	18	112	41	171	31	34	9	74	4	51	10	65	8	50	9	67	377
05:15 PM	21	114	56	191	32	31	8	71	7	69	15	91	10	63	16	89	442
05:30 PM	18	108	52	178	23	31	0	54	5	78	6	89	13	58	17	88	409
Total Volume	73	417	191	681	110	126	19	255	21	255	34	310	44	220	53	317	1563
% App. Total	10.7	61.2	28		43.1	49.4	7.5		6.8	82.3	11		13.9	69.4	16.7		
PHF	.869	.914	.853	.891	.859	.926	.528	.861	.750	.817	.567	.852	.846	.873	.779	.890	.884



HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2018 Existing AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	226	302	245	84	395	92	102	361	99	147	226	18
Future Volume (veh/h)	226	302	245	84	395	92	102	361	99	147	226	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	235	315	255	88	411	96	106	376	103	153	235	19
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	454	500	395	370	819	365	492	624	169	397	790	63
Arrive On Green	0.14	0.29	0.28	0.10	0.25	0.25	0.11	0.25	0.23	0.12	0.26	0.25
Sat Flow, veh/h	1641	1738	1374	1641	3273	1460	1641	2546	689	1641	3069	246
Grp Volume(v), veh/h	235	296	274	88	411	96	106	240	239	153	125	129
Grp Sat Flow(s),veh/h/ln	1641	1637	1475	1641	1637	1460	1641	1637	1599	1641	1637	1678
Q Serve(g_s), s	6.6	10.1	10.5	2.4	6.9	3.4	2.9	8.3	8.5	4.3	3.9	4.0
Cycle Q Clear(g_c), s	6.6	10.1	10.5	2.4	6.9	3.4	2.9	8.3	8.5	4.3	3.9	4.0
Prop In Lane	1.00		0.93	1.00		1.00	1.00		0.43	1.00		0.15
Lane Grp Cap(c), veh/h	454	471	425	370	819	365	492	401	392	397	421	432
V/C Ratio(X)	0.52	0.63	0.64	0.24	0.50	0.26	0.22	0.60	0.61	0.39	0.30	0.30
Avail Cap(c_a), veh/h	742	938	846	720	1876	837	882	1040	1016	769	1043	1069
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.8	19.8	20.2	15.4	20.6	19.3	15.0	21.4	21.6	15.6	19.1	19.2
Incr Delay (d2), s/veh	0.3	2.0	2.3	0.1	0.7	0.5	0.1	2.0	2.2	0.2	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	3.8	3.6	0.8	2.5	1.1	1.0	3.2	3.2	1.5	1.5	1.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	15.2	21.8	22.6	15.5	21.3	19.8	15.1	23.4	23.8	15.8	19.7	19.7
LnGrp LOS	B	C	C	B	C	B	B	C	C	B	B	B
Approach Vol, veh/h	805			595			585			407		
Approach Delay, s/veh	20.1			20.2			22.0			18.2		
Approach LOS	C			C			C			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.5	19.8	12.7	20.0	10.8	20.5	10.3	22.4				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	22.0	* 40	20.0	* 36	22.0	* 40	20.0	* 36				
Max Q Clear Time (g_c+I1), s	6.3	10.5	8.6	8.9	4.9	6.0	4.4	12.5				
Green Ext Time (p_c), s	0.2	4.5	0.3	4.5	0.1	2.2	0.1	5.3				
Intersection Summary												
HCM 6th Ctrl Delay			20.3									
HCM 6th LOS			C									
Notes												

HCM 6th TWSC
2: Grand Blvd & 30th Ave/Manito Shopping Center

2018 Existing AM

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	12	3	32	7	5	10	69	536	16	24	424	97
Future Vol, veh/h	12	3	32	7	5	10	69	536	16	24	424	97
Conflicting Peds, #/hr	4	0	17	17	0	4	1	0	0	0	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	125	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	3	36	8	6	11	78	602	18	27	476	109

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1050	1362	311	1078	1407	314	586	0	0	620	0	0
Stage 1	586	586	-	767	767	-	-	-	-	-	-	-
Stage 2	464	776	-	311	640	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	181	147	685	173	138	682	985	-	-	956	-	-
Stage 1	463	495	-	361	410	-	-	-	-	-	-	-
Stage 2	548	406	-	674	468	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	157	131	673	145	123	679	984	-	-	956	-	-
Mov Cap-2 Maneuver	157	131	-	145	123	-	-	-	-	-	-	-
Stage 1	426	481	-	332	378	-	-	-	-	-	-	-
Stage 2	487	374	-	606	454	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	18.5		24.2		1		0.4	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	984	-	-	320	212	956	-
HCM Lane V/C Ratio	0.079	-	-	0.165	0.117	0.028	-
HCM Control Delay (s)	9	-	-	18.5	24.2	8.9	-
HCM Lane LOS	A	-	-	C	C	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.6	0.4	0.1	-

HCM 6th TWSC
3: Grand Blvd & 33rd Ave

2018 Existing AM

Intersection												
Int Delay, s/veh	2.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	22	1	51	1	0	9	76	571	2	3	377	78
Future Vol, veh/h	22	1	51	1	0	9	76	571	2	3	377	78
Conflicting Peds, #/hr	44	0	6	6	0	44	69	0	6	6	0	69
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	1	57	1	0	10	85	642	2	3	424	88

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1405	1363	543	1328	1406	693	581	0	0	650	0	0
Stage 1	543	543	-	819	819	-	-	-	-	-	-	-
Stage 2	862	820	-	509	587	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	117	148	540	132	139	443	993	-	-	936	-	-
Stage 1	524	520	-	369	389	-	-	-	-	-	-	-
Stage 2	350	389	-	547	497	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	95	124	502	107	117	422	928	-	-	931	-	-
Mov Cap-2 Maneuver	95	124	-	107	117	-	-	-	-	-	-	-
Stage 1	445	484	-	333	351	-	-	-	-	-	-	-
Stage 2	297	351	-	479	463	-	-	-	-	-	-	-



















Approach	EB		WB		NB		SB	
HCM Control Delay, s	31.5		16.4		1.1		0.1	
HCM LOS	D		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	928	-	-	217 326	931	-	-
HCM Lane V/C Ratio	0.092	-	-	0.383 0.034	0.004	-	-
HCM Control Delay (s)	9.3	-	-	31.5 16.4	8.9	-	-
HCM Lane LOS	A	-	-	D C	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	1.7 0.1	0	-	-

HCM 6th Signalized Intersection Summary

4: Grand Blvd & 37th Ave






















2018 Existing AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	65	98	17	13	126	148	51	412	28	113	230	86
Future Volume (veh/h)	65	98	17	13	126	148	51	412	28	113	230	86
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	71	108	19	14	138	163	56	453	31	124	253	95
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	89	135	24	16	162	191	352	530	36	264	419	157
Arrive On Green	0.15	0.15	0.15	0.23	0.23	0.23	0.05	0.33	0.32	0.07	0.35	0.34
Sat Flow, veh/h	597	908	160	70	689	814	1641	1594	109	1641	1194	448
Grp Volume(v), veh/h	198	0	0	315	0	0	56	0	484	124	0	348
Grp Sat Flow(s),veh/h/ln	1664	0	0	1573	0	0	1641	0	1703	1641	0	1642
Q Serve(g_s), s	8.7	0.0	0.0	14.5	0.0	0.0	1.7	0.0	20.1	3.8	0.0	13.3
Cycle Q Clear(g_c), s	8.7	0.0	0.0	14.5	0.0	0.0	1.7	0.0	20.1	3.8	0.0	13.3
Prop In Lane	0.36		0.10	0.04		0.52	1.00		0.06	1.00		0.27
Lane Grp Cap(c), veh/h	248	0	0	370	0	0	352	0	566	264	0	576
V/C Ratio(X)	0.80	0.00	0.00	0.85	0.00	0.00	0.16	0.00	0.86	0.47	0.00	0.60
Avail Cap(c_a), veh/h	877	0	0	828	0	0	587	0	1144	468	0	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	31.2	0.0	0.0	27.8	0.0	0.0	16.4	0.0	23.7	18.3	0.0	20.4
Incr Delay (d2), s/veh	2.3	0.0	0.0	2.2	0.0	0.0	0.2	0.0	1.5	1.3	0.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.5	0.0	0.0	5.4	0.0	0.0	0.6	0.0	7.8	1.4	0.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.5	0.0	0.0	30.0	0.0	0.0	16.6	0.0	25.2	19.6	0.0	20.8
LnGrp LOS	C	A	A	C	A	A	B	A	C	B	A	C
Approach Vol, veh/h		198			315			540			472	
Approach Delay, s/veh		33.5			30.0			24.3			20.5	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.6	29.2		15.3	8.2	30.6		21.8				
Change Period (Y+Rc), s	4.0	5.0		4.0	4.0	5.0		4.0				
Max Green Setting (Gmax), s	15.0	50.0		40.0	15.0	50.0		40.0				
Max Q Clear Time (g_c+I1), s	5.8	22.1		10.7	3.7	15.3		16.5				
Green Ext Time (p_c), s	0.2	2.1		0.7	0.1	1.5		1.3				
Intersection Summary												
HCM 6th Ctrl Delay				25.5								
HCM 6th LOS				C								

HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2018 Existing PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	50	482	106	163	425	179	122	231	104	388	524	27
Future Volume (veh/h)	50	482	106	163	425	179	122	231	104	388	524	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	53	513	113	173	452	190	130	246	111	413	557	29
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	361	745	163	339	1017	454	382	407	178	533	985	51
Arrive On Green	0.07	0.28	0.27	0.10	0.31	0.31	0.10	0.18	0.17	0.22	0.31	0.30
Sat Flow, veh/h	1641	2669	585	1641	3273	1460	1641	2215	970	1641	3165	165
Grp Volume(v), veh/h	53	314	312	173	452	190	130	180	177	413	288	298
Grp Sat Flow(s),veh/h/ln	1641	1637	1617	1641	1637	1460	1641	1637	1548	1641	1637	1693
Q Serve(g_s), s	1.7	13.1	13.2	5.6	8.4	7.9	4.8	7.7	8.1	14.8	11.2	11.3
Cycle Q Clear(g_c), s	1.7	13.1	13.2	5.6	8.4	7.9	4.8	7.7	8.1	14.8	11.2	11.3
Prop In Lane	1.00		0.36	1.00		1.00	1.00		0.63	1.00		0.10
Lane Grp Cap(c), veh/h	361	457	452	339	1017	454	382	301	284	533	509	527
V/C Ratio(X)	0.15	0.69	0.69	0.51	0.44	0.42	0.34	0.60	0.62	0.78	0.56	0.57
Avail Cap(c_a), veh/h	674	786	777	601	1572	701	694	871	824	637	874	904
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.4	24.6	24.7	18.1	21.1	20.9	22.0	28.6	29.0	18.0	22.0	22.0
Incr Delay (d2), s/veh	0.1	2.6	2.7	0.4	0.4	0.9	0.2	2.7	3.2	4.0	1.4	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	5.1	5.2	2.0	3.1	2.7	1.8	3.1	3.2	5.7	4.3	4.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	17.5	27.2	27.4	18.6	21.5	21.8	22.2	31.3	32.1	21.9	23.4	23.4
LnGrp LOS	B	C	C	B	C	C	C	C	C	C	C	C
Approach Vol, veh/h		679			815			487			999	
Approach Delay, s/veh		26.5			20.9			29.2			22.8	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	21.1	18.1	9.4	27.7	11.5	27.8	11.8	25.4				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	22.0	* 40	20.0	* 36	22.0	* 40	20.0	* 36				
Max Q Clear Time (g_c+I1), s	16.8	10.1	3.7	10.4	6.8	13.3	7.6	15.2				
Green Ext Time (p_c), s	0.4	3.3	0.0	5.5	0.1	5.4	0.2	5.4				

Intersection Summary

HCM 6th Ctrl Delay	24.2
HCM 6th LOS	C

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th TWSC
2: Grand Blvd & 30th Ave/Manito Shopping Center

2018 Existing PM

Intersection												
Int Delay, s/veh	4.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	27	6	61	21	7	76	47	350	44	97	597	85
Future Vol, veh/h	27	6	61	21	7	76	47	350	44	97	597	85
Conflicting Peds, #/hr	9	0	6	6	0	9	3	0	0	0	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	125	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	7	66	23	8	83	51	380	48	105	649	92

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1213	1438	380	1050	1460	223	744	0	0	428	0	0
Stage 1	908	908	-	506	506	-	-	-	-	-	-	-
Stage 2	305	530	-	544	954	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	138	132	618	181	128	780	859	-	-	1128	-	-
Stage 1	296	352	-	517	538	-	-	-	-	-	-	-
Stage 2	680	525	-	491	335	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	103	112	613	136	109	773	857	-	-	1128	-	-
Mov Cap-2 Maneuver	103	112	-	136	109	-	-	-	-	-	-	-
Stage 1	278	318	-	486	506	-	-	-	-	-	-	-
Stage 2	558	494	-	387	303	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	33.4		21.6		1		1.1	
HCM LOS	D		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	857	-	-	226 328	1128	-	-
HCM Lane V/C Ratio	0.06	-	-	0.452 0.345	0.093	-	-
HCM Control Delay (s)	9.5	-	-	33.4 21.6	8.5	-	-
HCM Lane LOS	A	-	-	D C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	2.2 1.5	0.3	-	-

HCM 6th TWSC
3: Grand Blvd & 33rd Ave

2018 Existing School PM

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	24	1	59	0	3	5	33	400	1	19	513	55
Future Vol, veh/h	24	1	59	0	3	5	33	400	1	19	513	55
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	26	1	64	0	3	5	36	435	1	21	558	60

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1142	1138	588	1171	1168	436	618	0	0	436	0	0
Stage 1	630	630	-	508	508	-	-	-	-	-	-	-
Stage 2	512	508	-	663	660	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	179	203	513	171	195	625	972	-	-	1134	-	-
Stage 1	473	478	-	551	542	-	-	-	-	-	-	-
Stage 2	548	542	-	454	463	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	168	192	513	143	184	625	972	-	-	1134	-	-
Mov Cap-2 Maneuver	168	192	-	143	184	-	-	-	-	-	-	-
Stage 1	455	469	-	531	522	-	-	-	-	-	-	-
Stage 2	520	522	-	389	454	-	-	-	-	-	-	-



















Approach	EB		WB		NB		SB	
HCM Control Delay, s	20.7		16.2		0.7		0.3	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	972	-	-	319 329	1134	-	-
HCM Lane V/C Ratio	0.037	-	-	0.286 0.026	0.018	-	-
HCM Control Delay (s)	8.8	-	-	20.7 16.2	8.2	-	-
HCM Lane LOS	A	-	-	C C	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.2 0.1	0.1	-	-

HCM 6th Signalized Intersection Summary

4: Grand Blvd & 37th Ave






















2018 Existing PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	220	44	19	126	110	34	255	21	191	417	73
Future Volume (veh/h)	53	220	44	19	126	110	34	255	21	191	417	73
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	60	250	50	22	143	125	39	290	24	217	474	83
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	67	278	56	25	162	141	165	460	38	380	520	91
Arrive On Green	0.24	0.24	0.24	0.21	0.21	0.21	0.04	0.29	0.28	0.11	0.36	0.36
Sat Flow, veh/h	278	1158	232	121	786	687	1641	1569	130	1641	1428	250
Grp Volume(v), veh/h	360	0	0	290	0	0	39	0	314	217	0	557
Grp Sat Flow(s),veh/h/ln	1667	0	0	1593	0	0	1641	0	1699	1641	0	1678
Q Serve(g_s), s	22.2	0.0	0.0	18.8	0.0	0.0	1.8	0.0	17.0	9.5	0.0	33.6
Cycle Q Clear(g_c), s	22.2	0.0	0.0	18.8	0.0	0.0	1.8	0.0	17.0	9.5	0.0	33.6
Prop In Lane	0.17		0.14	0.08		0.43	1.00		0.08	1.00		0.15
Lane Grp Cap(c), veh/h	401	0	0	328	0	0	165	0	498	380	0	612
V/C Ratio(X)	0.90	0.00	0.00	0.88	0.00	0.00	0.24	0.00	0.63	0.57	0.00	0.91
Avail Cap(c_a), veh/h	627	0	0	600	0	0	333	0	815	431	0	805
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	39.1	0.0	0.0	41.0	0.0	0.0	28.3	0.0	32.6	23.3	0.0	32.2
Incr Delay (d2), s/veh	7.4	0.0	0.0	3.2	0.0	0.0	0.7	0.0	0.5	1.4	0.0	10.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.8	0.0	0.0	7.6	0.0	0.0	0.7	0.0	7.0	3.8	0.0	15.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	46.5	0.0	0.0	44.1	0.0	0.0	29.1	0.0	33.1	24.7	0.0	42.5
LnGrp LOS	D	A	A	D	A	A	C	A	C	C	A	D
Approach Vol, veh/h	360			290			353			774		
Approach Delay, s/veh	46.5			44.1			32.7			37.5		
Approach LOS	D			D			C			D		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.7	35.1		29.5	8.1	42.7		25.9				
Change Period (Y+Rc), s	4.0	5.0		4.0	4.0	5.0		4.0				
Max Green Setting (Gmax), s	15.0	50.0		40.0	15.0	50.0		40.0				
Max Q Clear Time (g_c+I1), s	11.5	19.0		24.2	3.8	35.6		20.8				
Green Ext Time (p_c), s	0.2	1.3		1.3	0.0	2.2		1.1				
Intersection Summary												
HCM 6th Ctrl Delay	39.5											
HCM 6th LOS	D											

HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2040 Future No Build AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	225	300	245	85	395	90	125	440	120	180	275	20
Future Volume (veh/h)	225	300	245	85	395	90	125	440	120	180	275	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	234	312	255	89	411	94	130	458	125	188	286	21
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	433	482	385	348	781	348	497	711	193	381	888	65
Arrive On Green	0.14	0.28	0.27	0.10	0.24	0.24	0.11	0.28	0.27	0.11	0.29	0.28
Sat Flow, veh/h	1641	1730	1381	1641	3273	1460	1641	2546	690	1641	3093	226
Grp Volume(v), veh/h	234	295	272	89	411	94	130	293	290	188	151	156
Grp Sat Flow(s),veh/h/ln	1641	1637	1474	1641	1637	1460	1641	1637	1599	1641	1637	1682
Q Serve(g_s), s	7.2	10.9	11.3	2.7	7.5	3.6	3.7	10.8	11.0	5.5	5.0	5.0
Cycle Q Clear(g_c), s	7.2	10.9	11.3	2.7	7.5	3.6	3.7	10.8	11.0	5.5	5.0	5.0
Prop In Lane	1.00		0.94	1.00		1.00	1.00		0.43	1.00		0.13
Lane Grp Cap(c), veh/h	433	456	411	348	781	348	497	457	447	381	470	483
V/C Ratio(X)	0.54	0.65	0.66	0.26	0.53	0.27	0.26	0.64	0.65	0.49	0.32	0.32
Avail Cap(c_a), veh/h	688	873	786	669	1745	778	846	968	945	720	970	997
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.4	21.8	22.3	17.3	22.8	21.3	14.7	21.8	22.0	16.0	19.3	19.3
Incr Delay (d2), s/veh	0.4	2.2	2.6	0.1	0.8	0.6	0.1	2.1	2.3	0.4	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	4.2	4.0	1.0	2.8	1.2	1.3	4.2	4.2	1.9	1.9	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	16.8	24.0	24.9	17.4	23.6	21.9	14.8	23.9	24.2	16.3	19.8	19.9
LnGrp LOS	B	C	C	B	C	C	B	C	C	B	B	B
Approach Vol, veh/h		801			594			713			495	
Approach Delay, s/veh		22.2			22.4			22.4			18.5	
Approach LOS		C			C			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.8	23.3	13.3	20.4	11.3	23.8	10.5	23.2				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	22.0	* 40	20.0	* 36	22.0	* 40	20.0	* 36				
Max Q Clear Time (g_c+I1), s	7.5	13.0	9.2	9.5	5.7	7.0	4.7	13.3				
Green Ext Time (p_c), s	0.2	5.5	0.3	4.5	0.1	2.7	0.1	5.2				
Intersection Summary												
HCM 6th Ctrl Delay			21.6									
HCM 6th LOS			C									
Notes												
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.												

HCM 6th TWSC
2: Grand Blvd & 30th Ave/Manito Shopping Center

2040 Future No Build AM

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	10	5	30	5	5	10	85	655	20	30	495	100
Future Vol, veh/h	10	5	30	5	5	10	85	655	20	30	495	100
Conflicting Peds, #/hr	4	0	17	17	0	4	1	0	0	0	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	125	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	6	34	6	6	11	96	736	22	34	556	112
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1248	1631	352	1305	1676	383	669	0	0	758	0	0
Stage 1	681	681	-	939	939	-	-	-	-	-	-	-
Stage 2	567	950	-	366	737	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	130	101	644	118	94	615	917	-	-	849	-	-
Stage 1	407	448	-	284	341	-	-	-	-	-	-	-
Stage 2	476	337	-	626	423	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	107	87	633	93	81	613	916	-	-	849	-	-
Mov Cap-2 Maneuver	107	87	-	93	81	-	-	-	-	-	-	-
Stage 1	364	430	-	254	305	-	-	-	-	-	-	-
Stage 2	409	302	-	552	406	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	25.3		32.8		1		0.5					
HCM LOS	D		D									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	916	-	-	227	152	849	-	-				
HCM Lane V/C Ratio	0.104	-	-	0.223	0.148	0.04	-	-				
HCM Control Delay (s)	9.4	-	-	25.3	32.8	9.4	-	-				
HCM Lane LOS	A	-	-	D	D	A	-	-				
HCM 95th %tile Q(veh)	0.3	-	-	0.8	0.5	0.1	-	-				

HCM 6th TWSC
3: Grand Blvd & 33rd Ave



















2040 Future No Build AM

Intersection												
Int Delay, s/veh	4.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↙	↘		↙	↘	
Traffic Vol, veh/h	20	5	50	5	0	10	95	695	5	5	460	95
Future Vol, veh/h	20	5	50	5	0	10	95	695	5	5	460	95
Conflicting Peds, #/hr	44	0	6	6	0	44	69	0	6	6	0	69
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	6	56	6	0	11	107	781	6	6	517	107
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1700	1659	646	1624	1709	834	693	0	0	793	0	0
Stage 1	652	652	-	1004	1004	-	-	-	-	-	-	-
Stage 2	1048	1007	-	620	705	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	73	98	472	82	91	368	902	-	-	828	-	-
Stage 1	457	464	-	291	320	-	-	-	-	-	-	-
Stage 2	275	319	-	476	439	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	57	79	438	60	73	351	843	-	-	823	-	-
Mov Cap-2 Maneuver	57	79	-	60	73	-	-	-	-	-	-	-
Stage 1	373	430	-	253	278	-	-	-	-	-	-	-
Stage 2	223	277	-	404	407	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	61.9		35.7		1.2		0.1					
HCM LOS	F		E									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	843	-	-	142	134	823	-	-				
HCM Lane V/C Ratio	0.127	-	-	0.593	0.126	0.007	-	-				
HCM Control Delay (s)	9.9	-	-	61.9	35.7	9.4	-	-				
HCM Lane LOS	A	-	-	F	E	A	-	-				
HCM 95th %tile Q(veh)	0.4	-	-	3.1	0.4	0	-	-				

HCM 6th Signalized Intersection Summary

4: Grand Blvd & 37th Ave






















2040 Future No Build AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	120	20	15	155	180	60	505	35	140	280	105
Future Volume (veh/h)	80	120	20	15	155	180	60	505	35	140	280	105
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	88	132	22	16	170	198	66	555	38	154	308	115
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	100	150	25	17	183	213	308	592	41	201	481	179
Arrive On Green	0.16	0.16	0.16	0.26	0.26	0.26	0.04	0.37	0.36	0.07	0.40	0.39
Sat Flow, veh/h	606	908	151	66	697	811	1641	1594	109	1641	1196	446
Grp Volume(v), veh/h	242	0	0	384	0	0	66	0	593	154	0	423
Grp Sat Flow(s),veh/h/ln	1665	0	0	1573	0	0	1641	0	1703	1641	0	1642
Q Serve(g_s), s	17.8	0.0	0.0	29.9	0.0	0.0	3.1	0.0	42.1	7.1	0.0	26.1
Cycle Q Clear(g_c), s	17.8	0.0	0.0	29.9	0.0	0.0	3.1	0.0	42.1	7.1	0.0	26.1
Prop In Lane	0.36		0.09	0.04		0.52	1.00		0.06	1.00		0.27
Lane Grp Cap(c), veh/h	274	0	0	413	0	0	308	0	632	201	0	660
V/C Ratio(X)	0.88	0.00	0.00	0.93	0.00	0.00	0.21	0.00	0.94	0.77	0.00	0.64
Avail Cap(c_a), veh/h	531	0	0	502	0	0	433	0	692	276	0	668
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	51.2	0.0	0.0	45.1	0.0	0.0	25.1	0.0	38.1	29.5	0.0	30.3
Incr Delay (d2), s/veh	3.7	0.0	0.0	20.0	0.0	0.0	0.3	0.0	18.9	8.3	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	0.0	0.0	13.9	0.0	0.0	1.3	0.0	20.6	3.2	0.0	10.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	54.9	0.0	0.0	65.1	0.0	0.0	25.5	0.0	57.0	37.9	0.0	31.9
LnGrp LOS	D	A	A	E	A	A	C	A	E	D	A	C
Approach Vol, veh/h	242			384			659			577		
Approach Delay, s/veh	54.9			65.1			53.8			33.5		
Approach LOS	D			E			D			C		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	13.3	50.6		24.7	9.4	54.4		36.9				
Change Period (Y+Rc), s	4.0	5.0		4.0	4.0	5.0		4.0				
Max Green Setting (Gmax), s	15.0	50.0		40.0	15.0	50.0		40.0				
Max Q Clear Time (g_c+I1), s	9.1	44.1		19.8	5.1	28.1		31.9				
Green Ext Time (p_c), s	0.2	1.4		0.9	0.1	1.8		1.1				
Intersection Summary												
HCM 6th Ctrl Delay	50.0											
HCM 6th LOS	D											

HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2040 Future No Build PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	55	515	115	175	435	200	145	295	125	430	595	30
Future Volume (veh/h)	55	515	115	175	435	200	145	295	125	430	595	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	59	548	122	186	463	213	154	314	133	457	633	32
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	338	740	164	311	1020	455	371	466	193	527	1099	56
Arrive On Green	0.07	0.28	0.27	0.10	0.31	0.31	0.10	0.21	0.20	0.23	0.35	0.34
Sat Flow, veh/h	1641	2662	591	1641	3273	1460	1641	2255	936	1641	3170	160
Grp Volume(v), veh/h	59	336	334	186	463	213	154	226	221	457	327	338
Grp Sat Flow(s),veh/h/ln	1641	1637	1616	1641	1637	1460	1641	1637	1554	1641	1637	1694
Q Serve(g_s), s	2.2	16.8	16.9	7.1	10.2	10.6	6.6	11.4	11.8	18.9	14.6	14.7
Cycle Q Clear(g_c), s	2.2	16.8	16.9	7.1	10.2	10.6	6.6	11.4	11.8	18.9	14.6	14.7
Prop In Lane	1.00		0.37	1.00		1.00	1.00		0.60	1.00		0.09
Lane Grp Cap(c), veh/h	338	455	449	311	1020	455	371	338	321	527	568	587
V/C Ratio(X)	0.17	0.74	0.74	0.60	0.45	0.47	0.42	0.67	0.69	0.87	0.58	0.58
Avail Cap(c_a), veh/h	590	668	660	508	1336	596	616	741	704	545	743	769
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.7	29.5	29.7	21.6	24.8	24.9	24.8	32.8	33.2	20.3	24.0	24.0
Incr Delay (d2), s/veh	0.1	3.4	3.6	0.7	0.5	1.1	0.3	3.2	3.7	12.8	1.3	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	6.8	6.8	2.7	3.9	3.7	2.5	4.7	4.7	8.6	5.7	5.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.8	32.9	33.2	22.3	25.3	26.0	25.0	36.0	36.9	33.1	25.3	25.3
LnGrp LOS	C	C	C	C	C	C	C	D	D	C	C	C
Approach Vol, veh/h		729			862			601			1122	
Approach Delay, s/veh		32.1			24.8			33.5			28.5	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	25.0	22.7	10.2	32.0	12.5	35.2	13.2	29.0				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	22.0	* 40	20.0	* 36	22.0	* 40	20.0	* 36				
Max Q Clear Time (g_c+I1), s	20.9	13.8	4.2	12.6	8.6	16.7	9.1	18.9				
Green Ext Time (p_c), s	0.1	4.1	0.0	5.6	0.2	6.0	0.2	5.4				

Intersection Summary

HCM 6th Ctrl Delay	29.2
HCM 6th LOS	C

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection												
Int Delay, s/veh	5.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↕↗		↗	↕↗	
Traffic Vol, veh/h	25	5	60	20	5	75	55	445	55	110	680	95
Future Vol, veh/h	25	5	60	20	5	75	55	445	55	110	680	95
Conflicting Peds, #/hr	9	0	6	6	0	9	3	0	0	0	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	125	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	5	65	22	5	82	60	484	60	120	739	103
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1408	1698	430	1252	1719	281	845	0	0	544	0	0
Stage 1	1034	1034	-	634	634	-	-	-	-	-	-	-
Stage 2	374	664	-	618	1085	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	99	91	573	129	89	716	787	-	-	1021	-	-
Stage 1	248	308	-	434	471	-	-	-	-	-	-	-
Stage 2	619	456	-	443	291	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	70	74	568	92	72	710	785	-	-	1021	-	-
Mov Cap-2 Maneuver	70	74	-	92	72	-	-	-	-	-	-	-
Stage 1	228	271	-	401	435	-	-	-	-	-	-	-
Stage 2	495	421	-	337	256	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	51.5		29.2		1		1.1					
HCM LOS	F		D									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	785	-	-	170	255	1021	-	-				
HCM Lane V/C Ratio	0.076	-	-	0.575	0.426	0.117	-	-				
HCM Control Delay (s)	10	-	-	51.5	29.2	9	-	-				
HCM Lane LOS	A	-	-	F	D	A	-	-				
HCM 95th %tile Q(veh)	0.2	-	-	3	2	0.4	-	-				

HCM 6th TWSC
3: Grand Blvd & 33rd Ave

2040 No Build/Build School PM

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	25	5	60	0	5	5	40	490	5	25	625	65
Future Vol, veh/h	25	5	60	0	5	5	40	490	5	25	625	65
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	27	5	65	0	5	5	43	533	5	27	679	71

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1396	1393	715	1426	1426	536	750	0	0	538	0	0
Stage 1	769	769	-	622	622	-	-	-	-	-	-	-
Stage 2	627	624	-	804	804	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	120	143	434	114	137	549	868	-	-	1040	-	-
Stage 1	397	413	-	478	482	-	-	-	-	-	-	-
Stage 2	475	481	-	380	398	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	108	132	434	89	127	549	868	-	-	1040	-	-
Mov Cap-2 Maneuver	108	132	-	89	127	-	-	-	-	-	-	-
Stage 1	377	402	-	454	458	-	-	-	-	-	-	-
Stage 2	442	457	-	310	388	-	-	-	-	-	-	-


Approach	EB		WB		NB		SB	
HCM Control Delay, s	33.6		23.4		0.7		0.3	
HCM LOS	D		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	868	-	-	221 206	1040	-	-
HCM Lane V/C Ratio	0.05	-	-	0.443 0.053	0.026	-	-
HCM Control Delay (s)	9.4	-	-	33.6 23.4	8.6	-	-
HCM Lane LOS	A	-	-	D C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	2.1 0.2	0.1	-	-

HCM 6th Signalized Intersection Summary

4: Grand Blvd & 37th Ave





















2040 Future No Build PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Volume (veh/h)	60	220	45	25	130	145	35	320	25	215	485	75
Future Volume (veh/h)	60	220	45	25	130	145	35	320	25	215	485	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	68	250	51	28	148	165	40	364	28	244	551	85
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	73	269	55	30	160	178	110	473	36	316	548	84
Arrive On Green	0.24	0.24	0.24	0.23	0.23	0.23	0.03	0.30	0.29	0.11	0.38	0.37
Sat Flow, veh/h	307	1129	230	130	685	764	1641	1579	121	1641	1457	225
Grp Volume(v), veh/h	369	0	0	341	0	0	40	0	392	244	0	636
Grp Sat Flow(s),veh/h/ln	1666	0	0	1579	0	0	1641	0	1701	1641	0	1682
Q Serve(g_s), s	29.4	0.0	0.0	28.7	0.0	0.0	2.3	0.0	28.5	13.8	0.0	51.0
Cycle Q Clear(g_c), s	29.4	0.0	0.0	28.7	0.0	0.0	2.3	0.0	28.5	13.8	0.0	51.0
Prop In Lane	0.18		0.14	0.08		0.48	1.00		0.07	1.00		0.13
Lane Grp Cap(c), veh/h	398	0	0	368	0	0	110	0	510	316	0	632
V/C Ratio(X)	0.93	0.00	0.00	0.93	0.00	0.00	0.37	0.00	0.77	0.77	0.00	1.01
Avail Cap(c_a), veh/h	491	0	0	465	0	0	234	0	639	316	0	632
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	50.5	0.0	0.0	50.9	0.0	0.0	37.3	0.0	43.3	31.6	0.0	42.4
Incr Delay (d2), s/veh	19.7	0.0	0.0	19.6	0.0	0.0	2.0	0.0	3.3	11.2	0.0	37.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	14.4	0.0	0.0	13.3	0.0	0.0	1.0	0.0	12.4	6.4	0.0	27.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	70.2	0.0	0.0	70.5	0.0	0.0	39.4	0.0	46.6	42.7	0.0	79.8
LnGrp LOS	E	A	A	E	A	A	D	A	D	D	A	F
Approach Vol, veh/h		369			341			432			880	
Approach Delay, s/veh		70.2			70.5			45.9			69.5	
Approach LOS		E			E			D			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	19.0	44.7		36.4	8.7	55.0		35.7				
Change Period (Y+Rc), s	4.0	5.0		4.0	4.0	5.0		4.0				
Max Green Setting (Gmax), s	15.0	50.0		40.0	15.0	50.0		40.0				
Max Q Clear Time (g_c+I1), s	15.8	30.5		31.4	4.3	53.0		30.7				
Green Ext Time (p_c), s	0.0	1.5		1.0	0.0	0.0		1.0				
Intersection Summary												
HCM 6th Ctrl Delay				64.8								
HCM 6th LOS				E								

HCM 6th Signalized Intersection Summary






1: Grand Blvd & 29th Ave

2040 Future Build AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	230	305	245	85	395	90	125	435	115	205	250	20
Future Volume (veh/h)	230	305	245	85	395	90	125	435	115	205	250	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	240	318	255	89	411	94	130	453	120	214	260	21
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	337	465	365	269	550	125	528	526	139	298	662	54
Arrive On Green	0.13	0.27	0.26	0.07	0.21	0.21	0.08	0.40	0.39	0.10	0.42	0.41
Sat Flow, veh/h	1641	1745	1368	1641	2650	601	1641	1312	348	1641	1573	127
Grp Volume(v), veh/h	240	298	275	89	252	253	130	0	573	214	0	281
Grp Sat Flow(s),veh/h/ln	1641	1637	1476	1641	1637	1615	1641	0	1660	1641	0	1700
Q Serve(g_s), s	11.0	16.2	16.8	4.1	14.4	14.6	4.5	0.0	31.5	7.6	0.0	11.4
Cycle Q Clear(g_c), s	11.0	16.2	16.8	4.1	14.4	14.6	4.5	0.0	31.5	7.6	0.0	11.4
Prop In Lane	1.00		0.93	1.00		0.37	1.00		0.21	1.00		0.07
Lane Grp Cap(c), veh/h	337	436	393	269	340	335	528	0	665	298	0	716
V/C Ratio(X)	0.71	0.68	0.70	0.33	0.74	0.75	0.25	0.00	0.86	0.72	0.00	0.39
Avail Cap(c_a), veh/h	417	654	590	280	491	485	532	0	962	368	0	1088
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.3	32.7	33.2	28.4	37.0	37.1	15.6	0.0	27.4	21.4	0.0	20.0
Incr Delay (d2), s/veh	2.8	2.7	3.2	0.3	4.8	5.3	0.1	0.0	6.7	3.5	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	6.7	6.3	1.6	6.1	6.2	1.7	0.0	13.2	3.0	0.0	4.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.1	35.4	36.4	28.7	41.8	42.4	15.7	0.0	34.0	24.8	0.0	20.5
LnGrp LOS	C	D	D	C	D	D	B	A	C	C	A	C
Approach Vol, veh/h		813			594			703			495	
Approach Delay, s/veh		33.9			40.1			30.6			22.4	
Approach LOS		C			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.7	44.0	17.2	24.7	11.8	45.9	11.3	30.5				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	14.0	* 57	18.0	* 29	8.0	* 63	8.0	* 39				
Max Q Clear Time (g_c+I1), s	9.6	33.5	13.0	16.6	6.5	13.4	6.1	18.8				
Green Ext Time (p_c), s	0.1	5.8	0.2	3.3	0.0	2.7	0.0	5.0				
Intersection Summary												
HCM 6th Ctrl Delay			32.2									
HCM 6th LOS			C									
Notes												
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.												

HCM 6th TWSC
2: Grand Blvd & 30th Ave/Manito Shopping Center

2040 Future Build AM

Intersection													
Int Delay, s/veh	1												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	0	35	0	0	10	90	655	20	0	500	100	
Future Vol, veh/h	0	0	35	0	0	10	90	655	20	0	500	100	
Conflicting Peds, #/hr	4	0	17	17	0	4	1	0	0	0	0	1	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	0	-	-	0	125	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	0	39	0	0	11	101	736	22	0	562	112	
Major/Minor	Minor2		Minor1		Major1		Major2						
Conflicting Flow All	-	-	636	-	-	751	675	0	0	-	-	0	
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	
Critical Hdwy	-	-	6.22	-	-	6.22	4.12	-	-	-	-	-	
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	
Follow-up Hdwy	-	-	3.318	-	-	3.318	2.218	-	-	-	-	-	
Pot Cap-1 Maneuver	0	0	478	0	0	411	916	-	-	0	-	-	
Stage 1	0	0	-	0	0	-	-	-	-	0	-	-	
Stage 2	0	0	-	0	0	-	-	-	-	0	-	-	
Platoon blocked, %								-	-		-	-	
Mov Cap-1 Maneuver	-	-	470	-	-	409	915	-	-	-	-	-	
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	
Approach	EB		WB		NB		SB						
HCM Control Delay, s	13.4		14.1		1.1		0						
HCM LOS	B		B										
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBT	SBR							
Capacity (veh/h)	915	-	-	470	409	-	-						
HCM Lane V/C Ratio	0.111	-	-	0.084	0.027	-	-						
HCM Control Delay (s)	9.4	-	-	13.4	14.1	-	-						
HCM Lane LOS	A	-	-	B	B	-	-						
HCM 95th %tile Q(veh)	0.4	-	-	0.3	0.1	-	-						

HCM 6th TWSC
3: Grand Blvd & 33rd Ave



















2040 Future Build AM

Intersection												
Int Delay, s/veh	4.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↱	↰		↱	↰	
Traffic Vol, veh/h	20	5	50	5	0	10	95	695	5	5	460	95
Future Vol, veh/h	20	5	50	5	0	10	95	695	5	5	460	95
Conflicting Peds, #/hr	44	0	6	6	0	44	69	0	6	6	0	69
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	6	56	6	0	11	107	781	6	6	517	107
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1700	1659	646	1624	1709	834	693	0	0	793	0	0
Stage 1	652	652	-	1004	1004	-	-	-	-	-	-	-
Stage 2	1048	1007	-	620	705	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	73	98	472	82	91	368	902	-	-	828	-	-
Stage 1	457	464	-	291	320	-	-	-	-	-	-	-
Stage 2	275	319	-	476	439	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	57	79	438	60	73	351	843	-	-	823	-	-
Mov Cap-2 Maneuver	57	79	-	60	73	-	-	-	-	-	-	-
Stage 1	373	430	-	253	278	-	-	-	-	-	-	-
Stage 2	223	277	-	404	407	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	61.9		35.7		1.2		0.1					
HCM LOS	F		E									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	843	-	-	142	134	823	-	-				
HCM Lane V/C Ratio	0.127	-	-	0.593	0.126	0.007	-	-				
HCM Control Delay (s)	9.9	-	-	61.9	35.7	9.4	-	-				
HCM Lane LOS	A	-	-	F	E	A	-	-				
HCM 95th %tile Q(veh)	0.4	-	-	3.1	0.4	0	-	-				

HCM 6th Signalized Intersection Summary

4: Grand Blvd & 37th Ave





















2040 Future Build AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	120	20	15	155	180	60	505	35	140	280	105
Future Volume (veh/h)	80	120	20	15	155	180	60	505	35	140	280	105
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	88	132	22	16	170	198	66	555	38	154	308	115
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	100	150	25	17	183	213	308	592	41	201	481	179
Arrive On Green	0.16	0.16	0.16	0.26	0.26	0.26	0.04	0.37	0.36	0.07	0.40	0.39
Sat Flow, veh/h	606	908	151	66	697	811	1641	1594	109	1641	1196	446
Grp Volume(v), veh/h	242	0	0	384	0	0	66	0	593	154	0	423
Grp Sat Flow(s),veh/h/ln	1665	0	0	1573	0	0	1641	0	1703	1641	0	1642
Q Serve(g_s), s	17.8	0.0	0.0	29.9	0.0	0.0	3.1	0.0	42.1	7.1	0.0	26.1
Cycle Q Clear(g_c), s	17.8	0.0	0.0	29.9	0.0	0.0	3.1	0.0	42.1	7.1	0.0	26.1
Prop In Lane	0.36		0.09	0.04		0.52	1.00		0.06	1.00		0.27
Lane Grp Cap(c), veh/h	274	0	0	413	0	0	308	0	632	201	0	660
V/C Ratio(X)	0.88	0.00	0.00	0.93	0.00	0.00	0.21	0.00	0.94	0.77	0.00	0.64
Avail Cap(c_a), veh/h	531	0	0	502	0	0	433	0	692	276	0	668
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	51.2	0.0	0.0	45.1	0.0	0.0	25.1	0.0	38.1	29.5	0.0	30.3
Incr Delay (d2), s/veh	3.7	0.0	0.0	20.0	0.0	0.0	0.3	0.0	18.9	8.3	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	0.0	0.0	13.9	0.0	0.0	1.3	0.0	20.6	3.2	0.0	10.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	54.9	0.0	0.0	65.1	0.0	0.0	25.5	0.0	57.0	37.9	0.0	31.9
LnGrp LOS	D	A	A	E	A	A	C	A	E	D	A	C
Approach Vol, veh/h		242			384			659			577	
Approach Delay, s/veh		54.9			65.1			53.8			33.5	
Approach LOS		D			E			D			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	13.3	50.6		24.7	9.4	54.4		36.9				
Change Period (Y+Rc), s	4.0	5.0		4.0	4.0	5.0		4.0				
Max Green Setting (Gmax), s	15.0	50.0		40.0	15.0	50.0		40.0				
Max Q Clear Time (g_c+I1), s	9.1	44.1		19.8	5.1	28.1		31.9				
Green Ext Time (p_c), s	0.2	1.4		0.9	0.1	1.8		1.1				
Intersection Summary												
HCM 6th Ctrl Delay				50.0								
HCM 6th LOS				D								

HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2040 Future Build PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	70	525	115	175	435	200	145	280	115	520	505	30
Future Volume (veh/h)	70	525	115	175	435	200	145	280	115	520	505	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	74	559	122	186	463	213	154	298	122	553	537	32
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	179	591	129	205	555	254	366	304	124	563	826	49
Arrive On Green	0.06	0.22	0.22	0.09	0.25	0.25	0.06	0.26	0.26	0.31	0.51	0.51
Sat Flow, veh/h	1641	2673	581	1641	2183	997	1641	1162	476	1641	1610	96
Grp Volume(v), veh/h	74	342	339	186	346	330	154	0	420	553	0	569
Grp Sat Flow(s),veh/h/ln	1641	1637	1618	1641	1637	1543	1641	0	1637	1641	0	1705
Q Serve(g_s), s	4.7	27.8	28.0	11.8	27.1	27.5	8.0	0.0	34.5	40.7	0.0	33.1
Cycle Q Clear(g_c), s	4.7	27.8	28.0	11.8	27.1	27.5	8.0	0.0	34.5	40.7	0.0	33.1
Prop In Lane	1.00		0.36	1.00		0.65	1.00		0.29	1.00		0.06
Lane Grp Cap(c), veh/h	179	362	358	205	416	393	366	0	429	563	0	875
V/C Ratio(X)	0.41	0.94	0.95	0.91	0.83	0.84	0.42	0.00	0.98	0.98	0.00	0.65
Avail Cap(c_a), veh/h	185	362	358	205	416	393	366	0	429	563	0	875
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	39.8	52.0	52.2	39.0	47.8	47.9	35.2	0.0	49.8	38.7	0.0	24.1
Incr Delay (d2), s/veh	0.6	33.1	34.5	37.2	13.9	15.4	0.3	0.0	38.2	33.1	0.0	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	14.8	14.8	6.9	12.7	12.3	3.9	0.0	18.6	23.4	0.0	13.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	40.4	85.1	86.7	76.2	61.7	63.4	35.4	0.0	88.0	71.9	0.0	26.1
LnGrp LOS	D	F	F	E	E	E	D	A	F	E	A	C
Approach Vol, veh/h	755			862			574			1122		
Approach Delay, s/veh	81.4			65.5			73.9			48.6		
Approach LOS	F			E			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	46.0	39.6	11.5	38.5	12.0	73.6	16.0	34.0				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	42.0	* 35	8.0	* 33	8.0	* 69	12.0	* 29				
Max Q Clear Time (g_c+I1), s	42.7	36.5	6.7	29.5	10.0	35.1	13.8	30.0				
Green Ext Time (p_c), s	0.0	0.0	0.0	1.9	0.0	6.2	0.0	0.0				

Intersection Summary

HCM 6th Ctrl Delay 64.9

HCM 6th LOS E

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th TWSC
2: Grand Blvd & 30th Ave/Manito Shopping Center

2040 Future Build PM

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↰			↰	↰	↰			↰	
Traffic Vol, veh/h	0	0	65	0	0	75	60	445	55	0	700	95
Future Vol, veh/h	0	0	65	0	0	75	60	445	55	0	700	95
Conflicting Peds, #/hr	9	0	6	6	0	9	3	0	0	0	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	125	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	71	0	0	82	65	484	60	0	761	103
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	-	-	822	-	-	523	867	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	374	0	0	554	777	-	-	0	-	-
Stage 1	0	0	-	0	0	-	-	-	-	0	-	-
Stage 2	0	0	-	0	0	-	-	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	371	-	-	549	775	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	17		12.7		1.1		0					
HCM LOS	C		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBT	SBR					
Capacity (veh/h)	775	-	-	371	549	-	-					
HCM Lane V/C Ratio	0.084	-	-	0.19	0.148	-	-					
HCM Control Delay (s)	10.1	-	-	17	12.7	-	-					
HCM Lane LOS	B	-	-	C	B	-	-					
HCM 95th %tile Q(veh)	0.3	-	-	0.7	0.5	-	-					

HCM 6th TWSC
3: Grand Blvd & 33rd Ave



















2040 No Build/Build School PM

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↵	↵		↵	↵	
Traffic Vol, veh/h	25	5	60	0	5	5	40	490	5	25	625	65
Future Vol, veh/h	25	5	60	0	5	5	40	490	5	25	625	65
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	27	5	65	0	5	5	43	533	5	27	679	71
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	1396	1393	715	1426	1426	536	750	0	0	538	0	0
Stage 1	769	769	-	622	622	-	-	-	-	-	-	-
Stage 2	627	624	-	804	804	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	120	143	434	114	137	549	868	-	-	1040	-	-
Stage 1	397	413	-	478	482	-	-	-	-	-	-	-
Stage 2	475	481	-	380	398	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	108	132	434	89	127	549	868	-	-	1040	-	-
Mov Cap-2 Maneuver	108	132	-	89	127	-	-	-	-	-	-	-
Stage 1	377	402	-	454	458	-	-	-	-	-	-	-
Stage 2	442	457	-	310	388	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	33.6		23.4			0.7			0.3			
HCM LOS	D		C									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	868	-	-	221	206	1040	-	-				
HCM Lane V/C Ratio	0.05	-	-	0.443	0.053	0.026	-	-				
HCM Control Delay (s)	9.4	-	-	33.6	23.4	8.6	-	-				
HCM Lane LOS	A	-	-	D	C	A	-	-				
HCM 95th %tile Q(veh)	0.2	-	-	2.1	0.2	0.1	-	-				

HCM 6th Signalized Intersection Summary

4: Grand Blvd & 37th Ave






















2040 Future Build PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	60	220	45	25	130	145	35	320	25	215	485	75
Future Volume (veh/h)	60	220	45	25	130	145	35	320	25	215	485	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	68	250	51	28	148	165	40	364	28	244	551	85
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	73	269	55	30	160	178	110	473	36	316	548	84
Arrive On Green	0.24	0.24	0.24	0.23	0.23	0.23	0.03	0.30	0.29	0.11	0.38	0.37
Sat Flow, veh/h	307	1129	230	130	685	764	1641	1579	121	1641	1457	225
Grp Volume(v), veh/h	369	0	0	341	0	0	40	0	392	244	0	636
Grp Sat Flow(s),veh/h/ln	1666	0	0	1579	0	0	1641	0	1701	1641	0	1682
Q Serve(g_s), s	29.4	0.0	0.0	28.7	0.0	0.0	2.3	0.0	28.5	13.8	0.0	51.0
Cycle Q Clear(g_c), s	29.4	0.0	0.0	28.7	0.0	0.0	2.3	0.0	28.5	13.8	0.0	51.0
Prop In Lane	0.18		0.14	0.08		0.48	1.00		0.07	1.00		0.13
Lane Grp Cap(c), veh/h	398	0	0	368	0	0	110	0	510	316	0	632
V/C Ratio(X)	0.93	0.00	0.00	0.93	0.00	0.00	0.37	0.00	0.77	0.77	0.00	1.01
Avail Cap(c_a), veh/h	491	0	0	465	0	0	234	0	639	316	0	632
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	50.5	0.0	0.0	50.9	0.0	0.0	37.3	0.0	43.3	31.6	0.0	42.4
Incr Delay (d2), s/veh	19.7	0.0	0.0	19.6	0.0	0.0	2.0	0.0	3.3	11.2	0.0	37.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	14.4	0.0	0.0	13.3	0.0	0.0	1.0	0.0	12.4	6.4	0.0	27.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	70.2	0.0	0.0	70.5	0.0	0.0	39.4	0.0	46.6	42.7	0.0	79.8
LnGrp LOS	E	A	A	E	A	A	D	A	D	D	A	F
Approach Vol, veh/h		369			341			432			880	
Approach Delay, s/veh		70.2			70.5			45.9			69.5	
Approach LOS		E			E			D			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	19.0	44.7		36.4	8.7	55.0		35.7				
Change Period (Y+Rc), s	4.0	5.0		4.0	4.0	5.0		4.0				
Max Green Setting (Gmax), s	15.0	50.0		40.0	15.0	50.0		40.0				
Max Q Clear Time (g_c+I1), s	15.8	30.5		31.4	4.3	53.0		30.7				
Green Ext Time (p_c), s	0.0	1.5		1.0	0.0	0.0		1.0				
Intersection Summary												
HCM 6th Ctrl Delay				64.8								
HCM 6th LOS				E								

HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2040 Future Build PM - Dual SBL

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	70	525	115	175	435	200	145	280	115	520	505	30
Future Volume (veh/h)	70	525	115	175	435	200	145	280	115	520	505	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	74	559	122	186	463	213	154	298	122	553	537	32
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	241	670	146	267	621	283	181	352	144	620	624	37
Arrive On Green	0.07	0.25	0.24	0.10	0.28	0.28	0.11	0.30	0.30	0.19	0.39	0.38
Sat Flow, veh/h	1641	2673	581	1641	2183	997	1641	1162	476	3183	1610	96
Grp Volume(v), veh/h	74	342	339	186	346	330	154	0	420	553	0	569
Grp Sat Flow(s),veh/h/ln	1641	1637	1618	1641	1637	1543	1641	0	1637	1591	0	1705
Q Serve(g_s), s	3.5	21.0	21.2	8.7	20.4	20.7	9.8	0.0	25.6	18.0	0.0	32.6
Cycle Q Clear(g_c), s	3.5	21.0	21.2	8.7	20.4	20.7	9.8	0.0	25.6	18.0	0.0	32.6
Prop In Lane	1.00		0.36	1.00		0.65	1.00		0.29	1.00		0.06
Lane Grp Cap(c), veh/h	241	410	405	267	465	439	181	0	496	620	0	662
V/C Ratio(X)	0.31	0.83	0.84	0.70	0.74	0.75	0.85	0.00	0.85	0.89	0.00	0.86
Avail Cap(c_a), veh/h	255	462	456	287	525	495	247	0	793	778	0	986
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	28.0	37.7	37.9	27.7	34.5	34.6	46.4	0.0	34.9	41.7	0.0	29.9
Incr Delay (d2), s/veh	0.3	12.1	12.6	5.3	5.7	6.3	14.3	0.0	6.4	9.4	0.0	6.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	9.7	9.7	3.7	8.8	8.4	4.7	0.0	10.9	7.8	0.0	14.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	28.2	49.8	50.5	33.0	40.2	41.0	60.7	0.0	41.3	51.2	0.0	36.2
LnGrp LOS	C	D	D	C	D	D	E	A	D	D	A	D
Approach Vol, veh/h		755			862			574			1122	
Approach Delay, s/veh		48.0			38.9			46.5			43.6	
Approach LOS		D			D			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	24.7	36.3	11.1	34.2	15.8	45.3	14.7	30.6				
Change Period (Y+Rc), s	4.0	* 4.8	4.0	* 4.7	4.0	* 4.8	4.0	* 4.7				
Max Green Setting (Gmax), s	26.0	* 51	8.0	* 33	16.0	* 61	12.0	* 29				
Max Q Clear Time (g_c+I1), s	20.0	27.6	5.5	22.7	11.8	34.6	10.7	23.2				
Green Ext Time (p_c), s	0.7	3.9	0.0	4.2	0.1	5.8	0.0	2.8				

Intersection Summary

HCM 6th Ctrl Delay 43.9

HCM 6th LOS D

Notes






















User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th Signalized Intersection Summary

1: Grand Blvd & 29th Ave

2040 Future Build - Dual SBL with Split Phasing

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	70	525	115	175	435	200	145	280	115	520	505	30
Future Volume (veh/h)	70	525	115	175	435	200	145	280	115	520	505	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723	1723
Adj Flow Rate, veh/h	74	559	122	186	463	213	154	298	122	553	537	32
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	169	562	122	198	532	243	403	291	119	1038	535	32
Arrive On Green	0.06	0.21	0.21	0.09	0.24	0.24	0.25	0.25	0.25	0.33	0.33	0.33
Sat Flow, veh/h	1641	2673	581	1641	2183	997	1641	1162	476	3183	1610	96
Grp Volume(v), veh/h	74	342	339	186	346	330	154	0	420	553	0	569
Grp Sat Flow(s),veh/h/ln	1641	1637	1618	1641	1637	1543	1641	0	1637	1591	0	1705
Q Serve(g_s), s	4.7	28.2	28.4	12.0	27.5	27.9	10.6	0.0	34.0	19.2	0.0	45.0
Cycle Q Clear(g_c), s	4.7	28.2	28.4	12.0	27.5	27.9	10.6	0.0	34.0	19.2	0.0	45.0
Prop In Lane	1.00		0.36	1.00		0.65	1.00		0.29	1.00		0.06
Lane Grp Cap(c), veh/h	169	344	340	198	398	376	403	0	411	1038	0	566
V/C Ratio(X)	0.44	0.99	1.00	0.94	0.87	0.88	0.38	0.00	1.02	0.53	0.00	1.00
Avail Cap(c_a), veh/h	175	344	340	198	398	376	403	0	411	1038	0	566
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	41.0	53.4	53.6	39.8	49.2	49.3	42.5	0.0	50.9	37.2	0.0	45.3
Incr Delay (d2), s/veh	0.7	46.3	48.1	45.8	18.6	20.7	0.8	0.0	50.2	0.7	0.0	39.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	16.0	16.1	7.4	13.3	12.9	4.4	0.0	19.6	7.6	0.0	25.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.7	99.7	101.7	85.6	67.8	70.0	43.4	0.0	101.1	37.9	0.0	84.2
LnGrp LOS	D	F	F	F	E	E	D	A	F	D	A	F
Approach Vol, veh/h	755			862			574			1122		
Approach Delay, s/veh	94.9			72.5			85.6			61.4		
Approach LOS	F			E			F			E		
Timer - Assigned Phs	2			3			4			6		
Phs Duration (G+Y+Rc), s	38.0			11.5			37.0			49.0		
Change Period (Y+Rc), s	* 4.7			4.0			* 4.7			4.8		
Max Green Setting (Gmax), s	* 33			8.0			* 32			44.2		
Max Q Clear Time (g_c+I1), s	36.0			6.7			29.9			47.0		
Green Ext Time (p_c), s	0.0			0.0			1.1			0.0		

Intersection Summary

HCM 6th Ctrl Delay 76.1

HCM 6th LOS E

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Queuing and Blocking Report
2018 Existing PM

01/23/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	T	R	L	T	TR	L	T
Maximum Queue (ft)	177	449	436	220	576	554	149	148	199	232	175	1159
Average Queue (ft)	51	221	212	136	239	223	77	77	86	122	166	724
95th Queue (ft)	140	445	448	244	646	608	155	140	165	209	218	1585
Link Distance (ft)		1128	1128		1477	1477			262	262		1637
Upstream Blk Time (%)		0	1		0	0			0	0		9
Queuing Penalty (veh)		0	0		0	0			0	1		0
Storage Bay Dist (ft)	175			200			125	125			150	
Storage Blk Time (%)	0	15		22	1	9	0	1	2		36	32
Queuing Penalty (veh)	0	7		46	1	15	0	2	3		94	122

Intersection: 1: Grand Blvd & 29th Ave

Movement	SB
Directions Served	TR
Maximum Queue (ft)	1115
Average Queue (ft)	646
95th Queue (ft)	1533
Link Distance (ft)	1637
Upstream Blk Time (%)	2
Queuing Penalty (veh)	0
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	NB	B12	SB	SB	SB
Directions Served	LTR	LTR	L	T	TR	T	L	T	TR
Maximum Queue (ft)	248	258	77	109	61	32	75	301	289
Average Queue (ft)	88	132	28	13	5	2	46	155	140
95th Queue (ft)	270	306	76	126	29	38	95	364	359
Link Distance (ft)	725	269		557	557	319		262	262
Upstream Blk Time (%)	1	27		1		0		13	9
Queuing Penalty (veh)	0	0		2		2		52	35
Storage Bay Dist (ft)			125				50		
Storage Blk Time (%)			3				2	43	
Queuing Penalty (veh)			5				6	41	

Intersection: 3: Grand Blvd & 33rd Ave

Movement	NB	SB	B12	B12
Directions Served	TR	TR	T	
Maximum Queue (ft)	34	436	593	538
Average Queue (ft)	1	327	405	292
95th Queue (ft)	18	572	795	751
Link Distance (ft)	1256	319	557	557
Upstream Blk Time (%)		58	28	9
Queuing Penalty (veh)		394	92	31
Storage Bay Dist (ft)				
Storage Blk Time (%)	0	58		
Queuing Penalty (veh)	0	0		

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	524	352	99	359	75	1272
Average Queue (ft)	251	181	30	168	61	1194
95th Queue (ft)	455	307	80	317	94	1562
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)	0					24
Queuing Penalty (veh)	0					162
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	31	30	51
Queuing Penalty (veh)			2	11	150	97

Network Summary

Network wide Queuing Penalty: 1372

Queuing and Blocking Report

Short Term Build

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	TR	L	TR
Maximum Queue (ft)	200	540	523	225	860	837	150	278	845	872
Average Queue (ft)	104	326	308	193	456	442	107	242	404	462
95th Queue (ft)	223	528	503	279	1037	1000	183	324	825	1047
Link Distance (ft)		1140	1140		1489	1489		262	1465	1465
Upstream Blk Time (%)					3	2		27	0	0
Queuing Penalty (veh)					0	0		115	0	0
Storage Bay Dist (ft)	175			200			125			
Storage Blk Time (%)	0	41		48	7		5	48		
Queuing Penalty (veh)	1	27		100	12		18	59		

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	B12	SB
Directions Served	R	R	L	TR	T	TR
Maximum Queue (ft)	297	237	150	451	18	237
Average Queue (ft)	128	94	43	154	1	135
95th Queue (ft)	387	236	122	405	23	335
Link Distance (ft)	737	281		557	319	262
Upstream Blk Time (%)		8		1		6
Queuing Penalty (veh)		0		3		39
Storage Bay Dist (ft)			125			
Storage Blk Time (%)			0	16		
Queuing Penalty (veh)			0	8		

Intersection: 3: Grand Blvd & 33rd Ave

Movement	SB	B12
Directions Served	TR	T
Maximum Queue (ft)	437	568
Average Queue (ft)	328	368
95th Queue (ft)	558	773
Link Distance (ft)	319	557
Upstream Blk Time (%)	55	10
Queuing Penalty (veh)	368	70
Storage Bay Dist (ft)		
Storage Blk Time (%)	59	
Queuing Penalty (veh)	0	

Queuing and Blocking Report

Short Term Build

05/13/2020

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	477	341	99	362	74	1272
Average Queue (ft)	257	187	30	177	63	1238
95th Queue (ft)	426	300	81	306	92	1378
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)						26
Queuing Penalty (veh)						175
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	34	33	53
Queuing Penalty (veh)			2	12	164	102

Network Summary

Network wide Queuing Penalty: 1275

Queuing and Blocking Report
Short Term Build - Dual SBL

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	TR	L	L	TR
Maximum Queue (ft)	200	512	489	225	692	660	150	277	175	825	938
Average Queue (ft)	93	307	292	175	368	361	126	224	169	462	479
95th Queue (ft)	218	513	492	275	799	754	180	322	194	820	908
Link Distance (ft)		1134	1134		1483	1483		261		1465	1465
Upstream Blk Time (%)								12			
Queuing Penalty (veh)								52			
Storage Bay Dist (ft)	175			200			125		150		
Storage Blk Time (%)	0	38		39	5		22	25	18	52	
Queuing Penalty (veh)	0	25		81	8		74	30	42	123	

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	SB
Directions Served	R	R	L	TR	TR
Maximum Queue (ft)	223	150	120	316	259
Average Queue (ft)	89	50	30	69	162
95th Queue (ft)	226	116	80	224	354
Link Distance (ft)	736	280		557	261
Upstream Blk Time (%)		0		0	7
Queuing Penalty (veh)		0		0	47
Storage Bay Dist (ft)			125		
Storage Blk Time (%)			0	4	
Queuing Penalty (veh)			0	2	

Intersection: 3: Grand Blvd & 33rd Ave

Movement	SB	B12
Directions Served	TR	T
Maximum Queue (ft)	430	564
Average Queue (ft)	353	424
95th Queue (ft)	546	781
Link Distance (ft)	319	557
Upstream Blk Time (%)	64	13
Queuing Penalty (veh)	428	85
Storage Bay Dist (ft)		
Storage Blk Time (%)	64	
Queuing Penalty (veh)	0	

Queuing and Blocking Report
Short Term Build - Dual SBL

05/13/2020

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	483	402	99	380	77	1272
Average Queue (ft)	256	210	32	168	62	1243
95th Queue (ft)	429	362	83	307	92	1396
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)						29
Queuing Penalty (veh)						193
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	31	29	53
Queuing Penalty (veh)			2	11	147	101

Network Summary

Network wide Queuing Penalty: 1452

Queuing and Blocking Report
Short Term Build - Dual SBL with Split Phasing

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	TR	L	L	TR
Maximum Queue (ft)	200	710	683	225	562	536	150	277	175	1011	1128
Average Queue (ft)	103	469	447	193	332	330	112	263	153	460	743
95th Queue (ft)	222	772	737	275	568	543	193	285	212	1122	1339
Link Distance (ft)		1134	1134		1483	1483		261		1465	1465
Upstream Blk Time (%)								50		4	5
Queuing Penalty (veh)								213		0	0
Storage Bay Dist (ft)	175			200			125		150		
Storage Blk Time (%)	2	60		32	13		7	66	8	23	
Queuing Penalty (veh)	5	39		67	21		23	81	18	54	

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	B12	SB
Directions Served	R	R	L	TR	T	TR
Maximum Queue (ft)	138	300	150	541	74	226
Average Queue (ft)	51	209	55	283	8	70
95th Queue (ft)	118	380	148	553	71	227
Link Distance (ft)	736	280		557	319	261
Upstream Blk Time (%)		48		3	0	1
Queuing Penalty (veh)		0		11	0	9
Storage Bay Dist (ft)			125			
Storage Blk Time (%)			0	36		
Queuing Penalty (veh)			0	19		

Intersection: 3: Grand Blvd & 33rd Ave

Movement	NB	SB	B12
Directions Served	TR	TR	T
Maximum Queue (ft)	2	400	447
Average Queue (ft)	0	248	237
95th Queue (ft)	2	553	638
Link Distance (ft)	1256	319	557
Upstream Blk Time (%)		40	4
Queuing Penalty (veh)		270	26
Storage Bay Dist (ft)			
Storage Blk Time (%)		44	
Queuing Penalty (veh)		0	

Queuing and Blocking Report
Short Term Build - Dual SBL with Split Phasing

05/13/2020

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	492	403	99	386	77	1271
Average Queue (ft)	260	193	29	168	64	1129
95th Queue (ft)	454	346	80	311	91	1529
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)						19
Queuing Penalty (veh)						130
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	31	34	52
Queuing Penalty (veh)			1	10	171	99

Network Summary

Network wide Queuing Penalty: 1268

Queuing and Blocking Report
2040 Future No Build PM

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	T	R	L	T	TR	L	T
Maximum Queue (ft)	200	496	478	225	1222	1203	150	150	262	268	175	4855
Average Queue (ft)	72	270	256	201	721	676	97	96	126	149	170	2781
95th Queue (ft)	190	433	421	277	1504	1440	184	162	235	250	211	5102
Link Distance (ft)		1128	1128		1477	1477			262	262		6058
Upstream Blk Time (%)					8	3			0	1		1
Queuing Penalty (veh)					0	0			1	3		0
Storage Bay Dist (ft)	175			200			125	125			150	
Storage Blk Time (%)	0	29		72	2	16	1	6	7		35	64
Queuing Penalty (veh)	0	16		154	3	32	1	8	10		105	274

Intersection: 1: Grand Blvd & 29th Ave

Movement	SB
Directions Served	TR
Maximum Queue (ft)	4811
Average Queue (ft)	2659
95th Queue (ft)	5064
Link Distance (ft)	6058
Upstream Blk Time (%)	1
Queuing Penalty (veh)	0
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LTR	LTR	L	T	TR	L	T	TR
Maximum Queue (ft)	190	294	76	56	66	75	323	327
Average Queue (ft)	76	240	26	5	7	59	248	241
95th Queue (ft)	166	367	63	31	39	104	377	392
Link Distance (ft)	725	269		557	557		262	262
Upstream Blk Time (%)		78					26	19
Queuing Penalty (veh)		0					116	85
Storage Bay Dist (ft)			125			50		
Storage Blk Time (%)				0		3	75	
Queuing Penalty (veh)				0		9	82	

Intersection: 3: Grand Blvd & 33rd Ave

Movement	SB	B12	B12
Directions Served	TR	T	
Maximum Queue (ft)	436	611	609
Average Queue (ft)	386	533	487
95th Queue (ft)	496	767	808
Link Distance (ft)	319	557	557
Upstream Blk Time (%)	77	54	22
Queuing Penalty (veh)	579	204	82
Storage Bay Dist (ft)			
Storage Blk Time (%)	74		
Queuing Penalty (veh)	0		

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	573	503	99	550	75	1271
Average Queue (ft)	281	230	28	266	67	1258
95th Queue (ft)	496	402	78	479	89	1319
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)				1		34
Queuing Penalty (veh)				0		266
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			0	43	42	51
Queuing Penalty (veh)			1	15	240	110

Network Summary

Network wide Queuing Penalty: 2395

Queuing and Blocking Report
2040 Future Build PM

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	TR	L	TR
Maximum Queue (ft)	200	1079	1038	225	1513	1497	150	281	3469	3465
Average Queue (ft)	118	754	730	219	1017	982	117	267	1860	2017
95th Queue (ft)	242	1218	1197	252	1786	1751	187	276	3673	3802
Link Distance (ft)		1140	1140		1489	1489		262	4885	4885
Upstream Blk Time (%)		8	8		28	17		54		
Queuing Penalty (veh)		0	0		0	0		282		
Storage Bay Dist (ft)	175			200			125			
Storage Blk Time (%)	1	74		88	4		11	63		
Queuing Penalty (veh)	2	52		189	7		42	91		

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	B12	SB
Directions Served	R	R	L	TR	T	TR
Maximum Queue (ft)	413	308	150	661	316	279
Average Queue (ft)	219	266	60	543	147	239
95th Queue (ft)	497	368	161	782	387	355
Link Distance (ft)	737	281		557	319	262
Upstream Blk Time (%)		81		37	10	20
Queuing Penalty (veh)		0		197	50	155
Storage Bay Dist (ft)			125			
Storage Blk Time (%)			0	57		
Queuing Penalty (veh)			0	34		

Intersection: 3: Grand Blvd & 33rd Ave

Movement	NB	SB	B12
Directions Served	TR	TR	T
Maximum Queue (ft)	448	442	573
Average Queue (ft)	107	399	541
95th Queue (ft)	466	432	684
Link Distance (ft)	1256	319	557
Upstream Blk Time (%)		80	26
Queuing Penalty (veh)		615	200
Storage Bay Dist (ft)			
Storage Blk Time (%)	14	76	
Queuing Penalty (veh)	0	0	

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	527	494	99	520	75	1271
Average Queue (ft)	291	254	28	264	67	1262
95th Queue (ft)	490	469	78	473	89	1271
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)		0		0		37
Queuing Penalty (veh)		0		0		286
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	44	46	52
Queuing Penalty (veh)			4	16	258	111

Network Summary

Network wide Queuing Penalty: 2591

Queuing and Blocking Report
2040 Future Build PM - Dual SBL

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	TR	L	L	TR
Maximum Queue (ft)	200	943	930	225	1516	1494	150	278	175	4055	4080
Average Queue (ft)	124	689	672	219	1050	1018	137	261	168	2248	2337
95th Queue (ft)	247	1226	1202	256	1802	1764	178	303	199	4363	4513
Link Distance (ft)		1134	1134		1483	1483		261		7111	7111
Upstream Blk Time (%)		16	16		26	14		38			
Queuing Penalty (veh)		0	0		0	0		197			
Storage Bay Dist (ft)	175			200			125		150		
Storage Blk Time (%)	1	69		89	3		44	26	26	64	
Queuing Penalty (veh)	1	48		192	6		171	37	67	167	

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	B12	SB
Directions Served	R	R	L	TR	T	TR
Maximum Queue (ft)	321	278	148	600	182	277
Average Queue (ft)	145	169	57	322	36	239
95th Queue (ft)	329	350	152	684	186	355
Link Distance (ft)	736	280		557	319	261
Upstream Blk Time (%)		33		10	2	17
Queuing Penalty (veh)		0		55	10	138
Storage Bay Dist (ft)			125			
Storage Blk Time (%)			0	33		
Queuing Penalty (veh)			1	19		

Intersection: 3: Grand Blvd & 33rd Ave

Movement	NB	SB	B12
Directions Served	TR	TR	T
Maximum Queue (ft)	140	433	574
Average Queue (ft)	26	389	530
95th Queue (ft)	234	483	722
Link Distance (ft)	1256	319	557
Upstream Blk Time (%)		79	25
Queuing Penalty (veh)		601	191
Storage Bay Dist (ft)			
Storage Blk Time (%)	3	75	
Queuing Penalty (veh)	0	0	

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	566	508	99	554	76	1272
Average Queue (ft)	305	260	29	277	68	1261
95th Queue (ft)	514	453	84	487	88	1293
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)				1		36
Queuing Penalty (veh)				0		280
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	47	49	52
Queuing Penalty (veh)			4	16	274	112

Network Summary

Network wide Queuing Penalty: 2587

Queuing and Blocking Report
2040 Future Build - Dual SBL with Split Phasing

05/13/2020

Intersection: 1: Grand Blvd & 29th Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	TR	L	L	TR
Maximum Queue (ft)	200	1164	1145	225	1134	1110	150	278	175	4470	4434
Average Queue (ft)	122	897	875	216	729	710	103	267	140	2512	2691
95th Queue (ft)	249	1344	1331	260	1427	1396	193	275	219	4906	4773
Link Distance (ft)		1134	1134		1483	1483		261		4788	4788
Upstream Blk Time (%)		27	28		10	5		61		9	9
Queuing Penalty (veh)		0	0		0	0		319		0	0
Storage Bay Dist (ft)	175			200			125		150		
Storage Blk Time (%)	1	77		76	7		5	71	9	27	
Queuing Penalty (veh)	2	54		164	12		20	103	24	69	

Intersection: 2: Grand Blvd & 30th Ave/Manito Shopping Center

Movement	EB	WB	NB	NB	B12	SB
Directions Served	R	R	L	TR	T	TR
Maximum Queue (ft)	332	300	150	670	358	275
Average Queue (ft)	140	267	66	608	272	204
95th Queue (ft)	332	344	171	753	461	363
Link Distance (ft)	736	280		557	319	261
Upstream Blk Time (%)		81		65	34	12
Queuing Penalty (veh)		0		345	180	91
Storage Bay Dist (ft)			125			
Storage Blk Time (%)			0	68		
Queuing Penalty (veh)			1	41		

Intersection: 3: Grand Blvd & 33rd Ave

Movement	NB	SB	B12
Directions Served	TR	TR	T
Maximum Queue (ft)	1038	430	573
Average Queue (ft)	527	375	494
95th Queue (ft)	1267	518	775
Link Distance (ft)	1256	319	557
Upstream Blk Time (%)	3	74	20
Queuing Penalty (veh)	13	559	154
Storage Bay Dist (ft)			
Storage Blk Time (%)	51	72	
Queuing Penalty (veh)	0	0	

Queuing and Blocking Report
2040 Future Build - Dual SBL with Split Phasing

05/13/2020

Intersection: 4: Grand Blvd & 37th Ave

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	L	TR	L	TR
Maximum Queue (ft)	604	500	99	548	77	1272
Average Queue (ft)	312	272	27	287	69	1255
95th Queue (ft)	550	545	78	541	85	1330
Link Distance (ft)	870	832		629		1256
Upstream Blk Time (%)	0	3		5		34
Queuing Penalty (veh)	0	0		0		267
Storage Bay Dist (ft)			75		50	
Storage Blk Time (%)			1	48	47	50
Queuing Penalty (veh)			3	17	269	107

Network Summary

Network wide Queuing Penalty: 2814



Market Analysis



An aerial photograph of a city area, likely Spokane, showing a baseball field, industrial buildings, and residential areas. The image is overlaid with a semi-transparent blue filter.

Market Analysis

Spokane Grand Boulevard



Leland Consulting Group
March 2020

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Introduction

This market analysis is part of a larger Grand Boulevard Transportation and Land Use Study being undertaken by the City of Spokane to evaluate Grand Boulevard along a Study Area extending from 27th to 39th Avenues.

Much of that effort is devoted to exploring opportunities for transportation, safety, and aesthetic improvements to that stretch of Grand Boulevard, potentially including changes to streetscaping, bike/ped amenities, traffic engineering, etc.

This market analysis component is included to evaluate the area's redevelopment potential and study how private sector changes to the built environment might best complement any transportation infrastructure recommendations to further Comprehensive Plan goals.

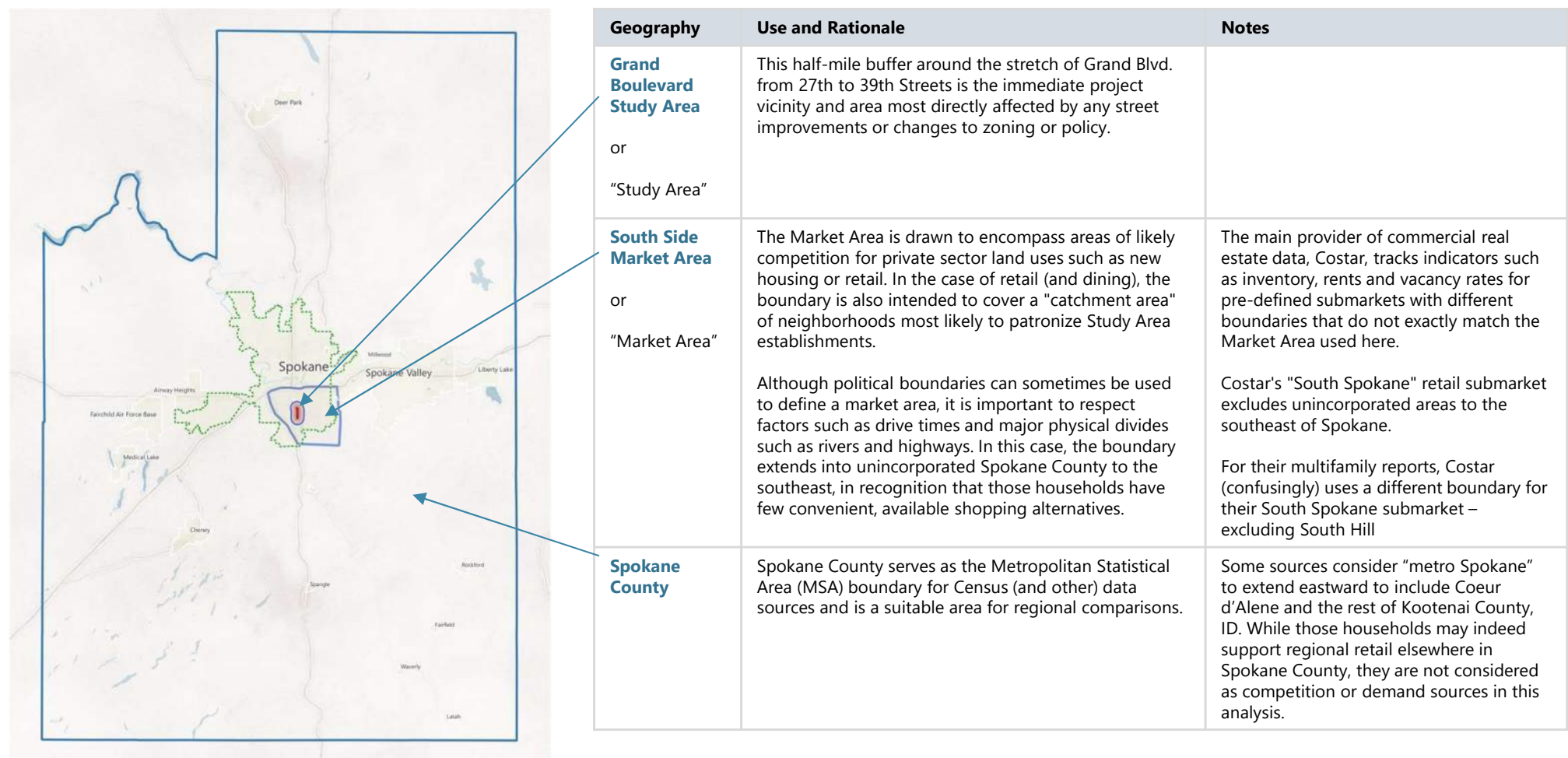
The report, in fact, provides evidence for favorable market conditions, with ample residential and retail demand to support infill development in the Study Area.

Existing land use policy for the area appears to be well-suited to accommodate desirable development forms (although could perhaps be better promoted).

Finally, the contemplated investments in street improvements should help attract developer and property owner interest in redevelopment – leading by example in moving towards a vision of a more vibrant, resident- and business-friendly street.

Comparison Geographies

This market study involves analysis of demographic and economic conditions at varying geographic scales. This is an overview of those boundaries, along with a rationale for their use and notes on some exceptions.



Data Sources

This report draws on data from a variety of public and private sources. The table below describes the primary data providers and how they are used in this report.

Source	Description	Use in this Report
U.S. Census	<p>All key demographics including population, age, income, household composition, household spending potential, and housing characteristics are based on U.S. Census decennial counts and American Community Survey (ACS) inter-year sampled surveys.</p> <p>The Census division's Longitudinal Employment and Household Dynamics (LEHD) tool provides information on employment and commuting flows using jobs data based on both place-of-work and place-of-residence data for major industry sectors at the Census block level.</p>	<ul style="list-style-type: none">• Historical population growth• Employment estimates• Commuter flows and mapping <p><i>Note: LEHD mapping data is very fine-grained geographically but does include some "blurring" to preserve confidentiality (moving a small portion of locations to adjacent blocks and/or changing industry classification to similar categories)</i></p>
ESRI	Leading subscription-based demographics data provider. Most ESRI data is Census-based but is projected forward to current year estimates using proprietary models and supplementary data sources.	<ul style="list-style-type: none">• Current-year demographic comparisons• Projected growth by age group• Household spending potential retail sales estimates by category
Costar	Leading subscription-based commercial real estate data provider, selling individual property information and aggregated market statistics.	<ul style="list-style-type: none">• Multifamily and retail inventory mapping• Multifamily and retail rent, vacancy and activity statistics by market and submarket
Spokane County Assessor, City of Spokane	GIS and tabular parcel data, including information on size, values, land use and zoning.	Land use, land utilization and property value mapping.

DEMOGRAPHICS & EMPLOYMENT

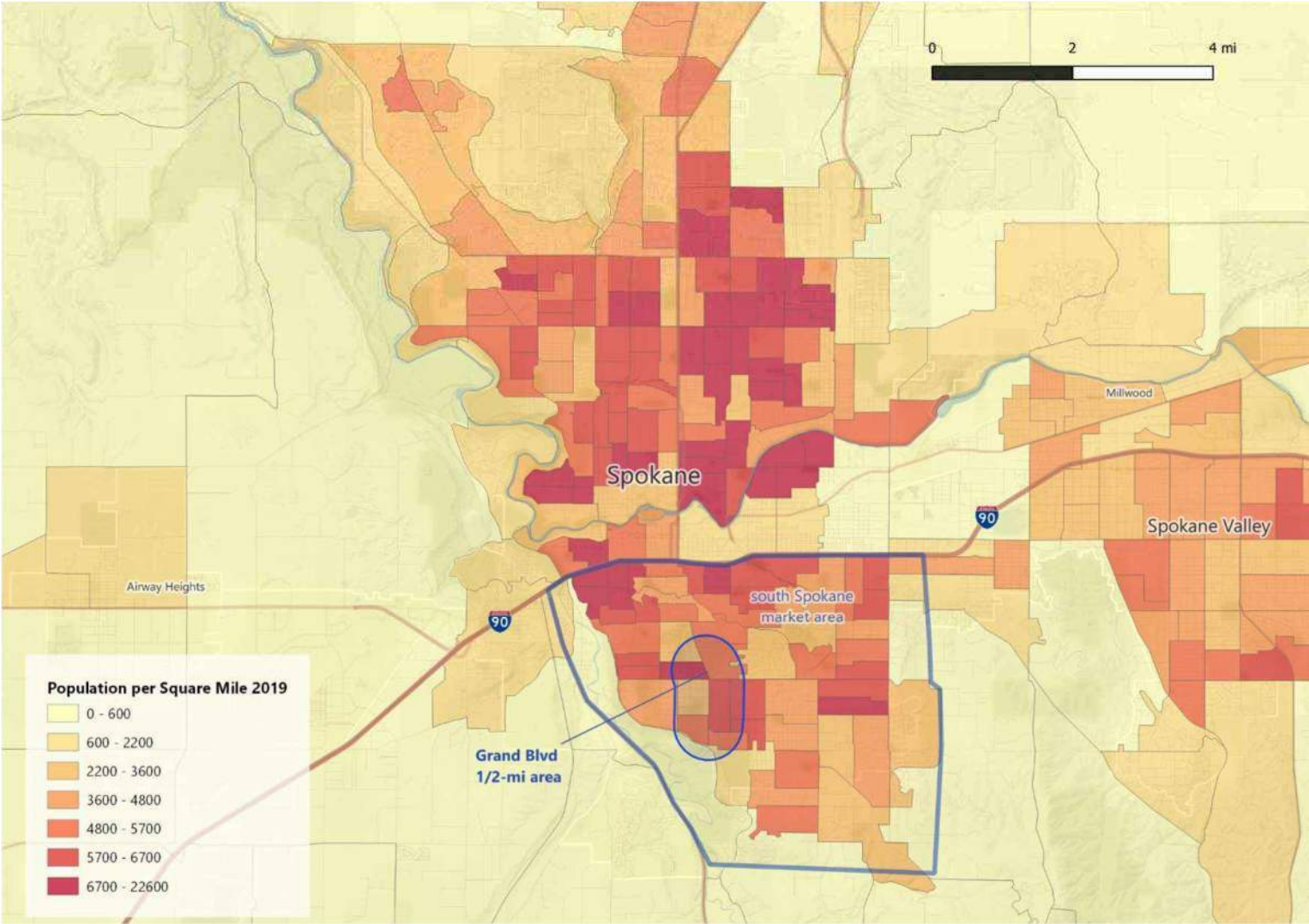
Population Density

Regional population density is highly concentrated within the Spokane and Spokane Valley municipal boundaries.

The Market Area is less dense than the city’s northeast quadrant, but pockets of population density (5,000+ per square mile) are scattered throughout the south side.

Resident population is limited by topography along the city’s southwest side, just beyond the Study Area – posing a natural limit on the household catchment than can support Grand Boulevard retail.

Source: US Census-based estimates from ESRI



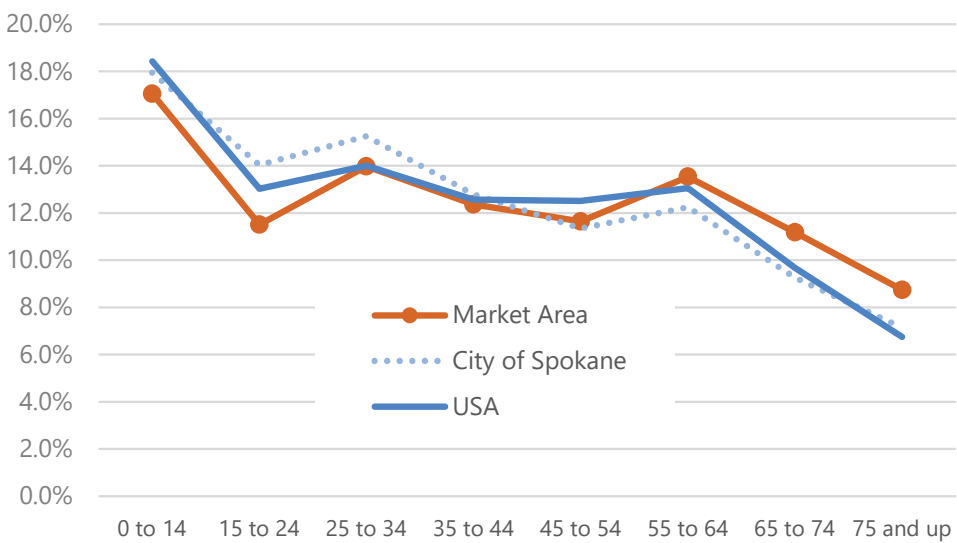
	Study Area 1/2-mi Area	South Spokane Market Area	City of Spokane	Spokane County	USA
Population					
2000	6,637	64,777	198,140	417,939	281,421,906
2010	6,650	67,644	209,770	471,221	308,745,538
2019	7,044	73,486	227,620	528,652	332,417,793
Annual Growth Rate					
2000 to 2010	0.02%	0.43%	0.57%	1.21%	0.93%
2010 to 2019	0.64%	0.92%	0.91%	1.29%	0.82%

Population by Age

All comparison areas have similar proportions of adults aged 35 to 54. The Market Area, however, skews older than the citywide, county and national comparisons, both in terms of median age and share of seniors aged 65 and up.

As the larger Baby Boomer and Millennial generational cohorts advance in age over the next five years, the Market Area may see considerable growth in residents over age 70 and age 30-45. The increase in senior population should boost demand for senior-friendly housing options throughout the region.

Population by Age Group (2019 est.)



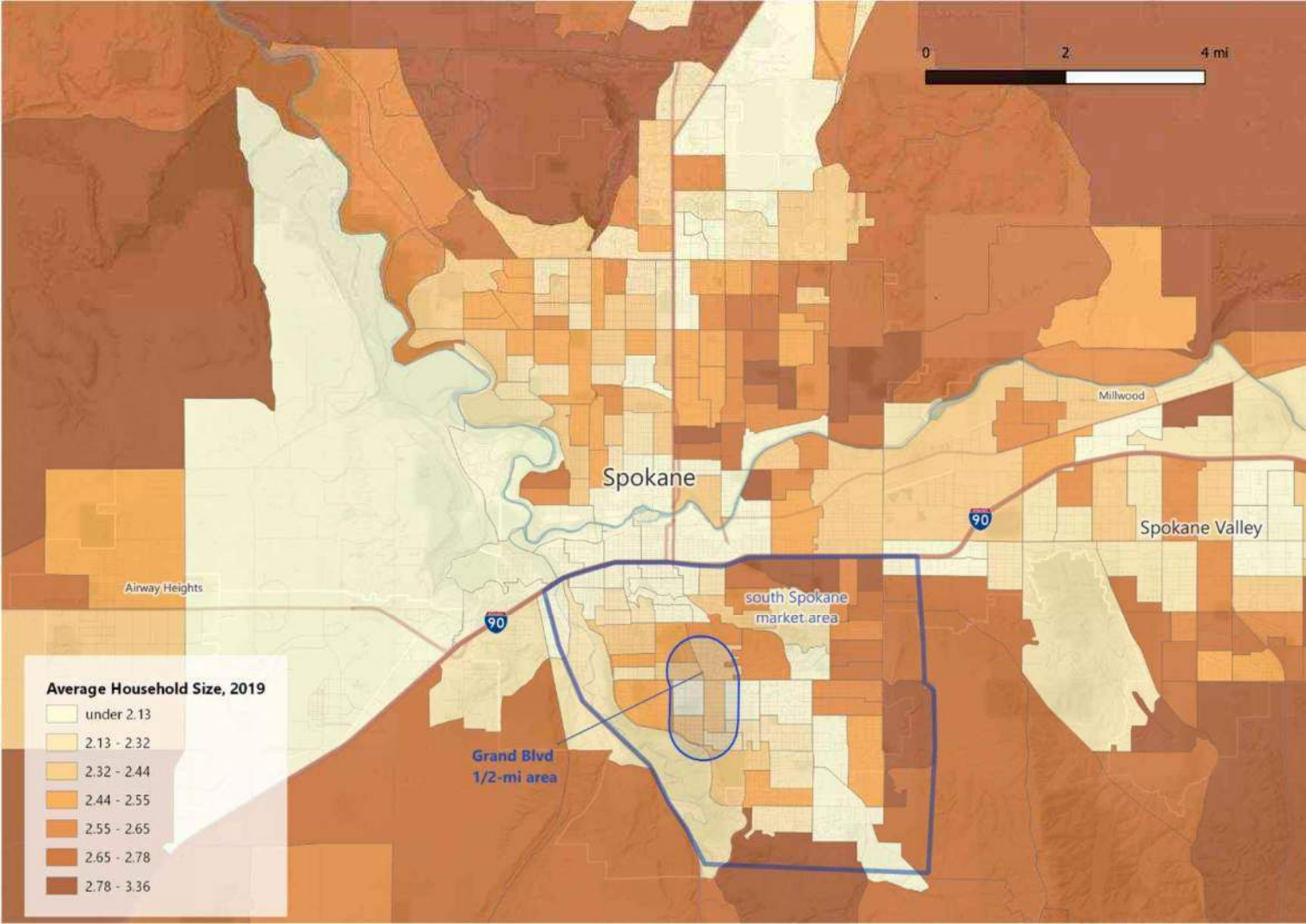
	Median Age	Age 65+
Study Area	41.3	19.5%
Market Area	40.8	19.9%
City of Spokane	37.0	16.4%
Spokane County	38.4	16.9%
USA	38.5	16.4%

Source: US Census-based estimates from ESRI

Household Sizes

Study Area households are smaller, on average, than those found on the fringes of suburban Spokane and into the county, but not as consistently small as those across central and downtown Spokane.

The broader Market Area has slightly smaller household sizes than the Study Area – both below countywide and national averages.



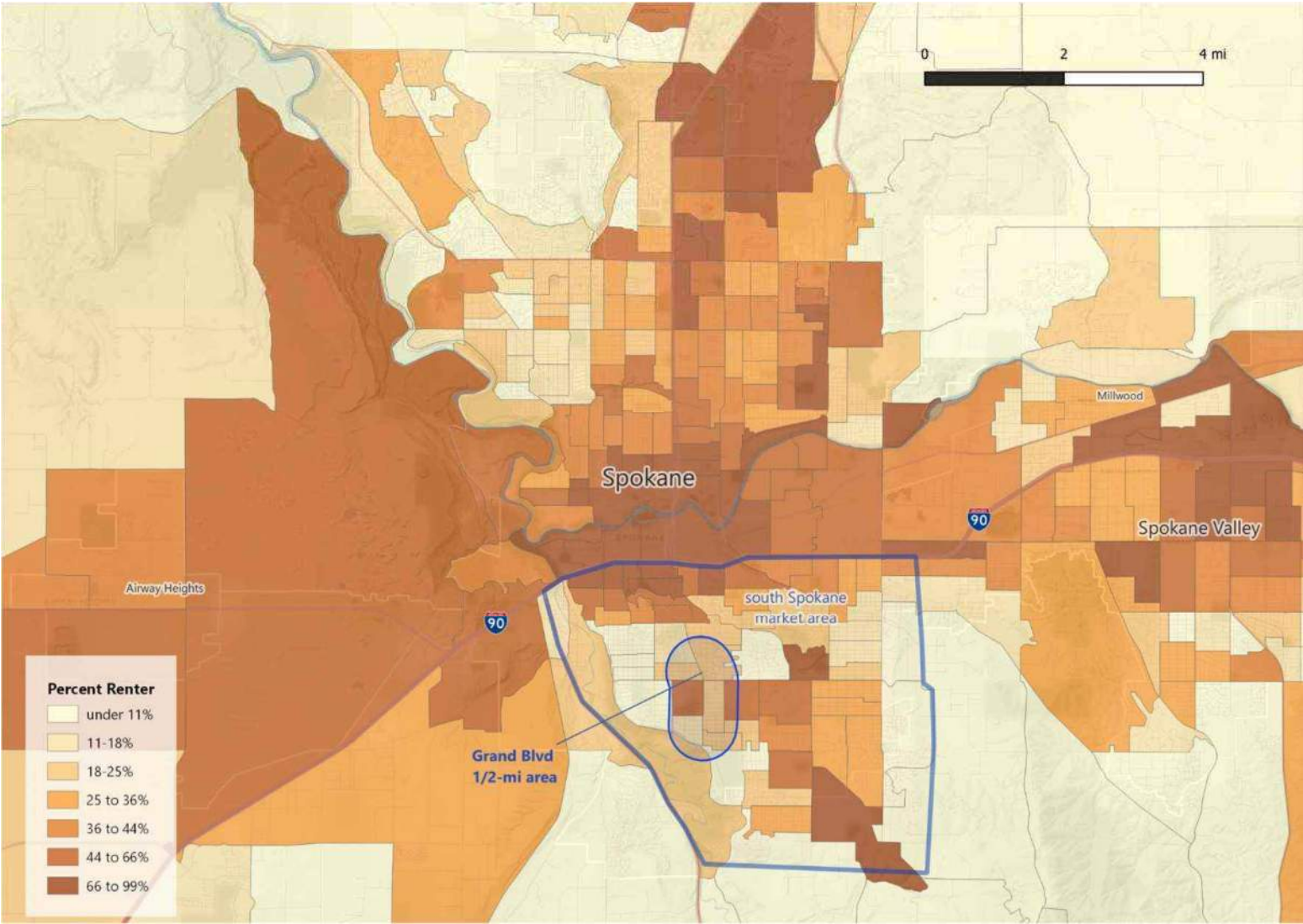
Households

	Study Area 1/2-mi Area	South Spokane Market Area	City of Spokane	Spokane County	USA
Average Household Size	2.3	2.3	2.3	2.5	2.6

Source: US Census-based estimates from ESRI

Renter Households

Housing in the Market Area and immediate Study Area is predominantly owner-occupied but does include substantial representation of renter households, both in apartments and detached homes.



Households

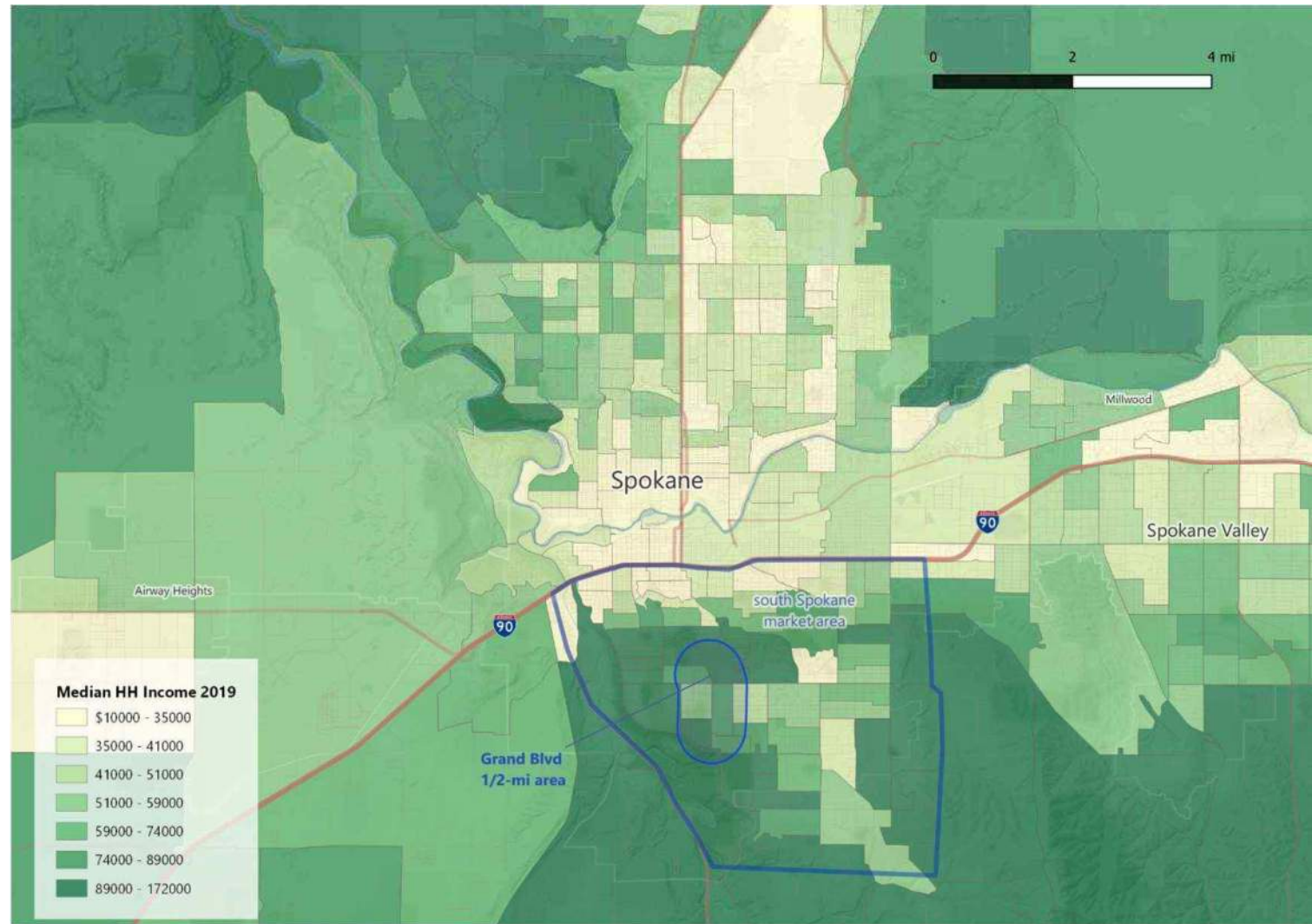
	Study Area 1/2-mi Area	South Spokane Market Area	City of Spokane	Spokane County	USA
Percent Renter	28%	39%	43%	36%	37%

Source: US Census-based estimates from ESRI

Household Incomes

Incomes in the Market Area are substantially higher than county-wide figures, which in turn are higher than those within City of Spokane overall.

Study Area incomes are higher still, with half earning over \$78K and average (mean) income topping \$100K, by current estimates.



Households by Income

	Study Area 1/2-mi Area	South Spokane Market Area	City of Spokane	Spokane County	USA
Median Household Income	\$78,136	\$61,175	\$47,943	\$56,227	\$60,548
Average Household Income	\$101,270	\$86,925	\$68,559	\$77,749	\$87,398
Per Capita Income	\$44,078	\$38,104	\$28,749	\$30,841	\$33,028

Source: US Census-based estimates from ESRI

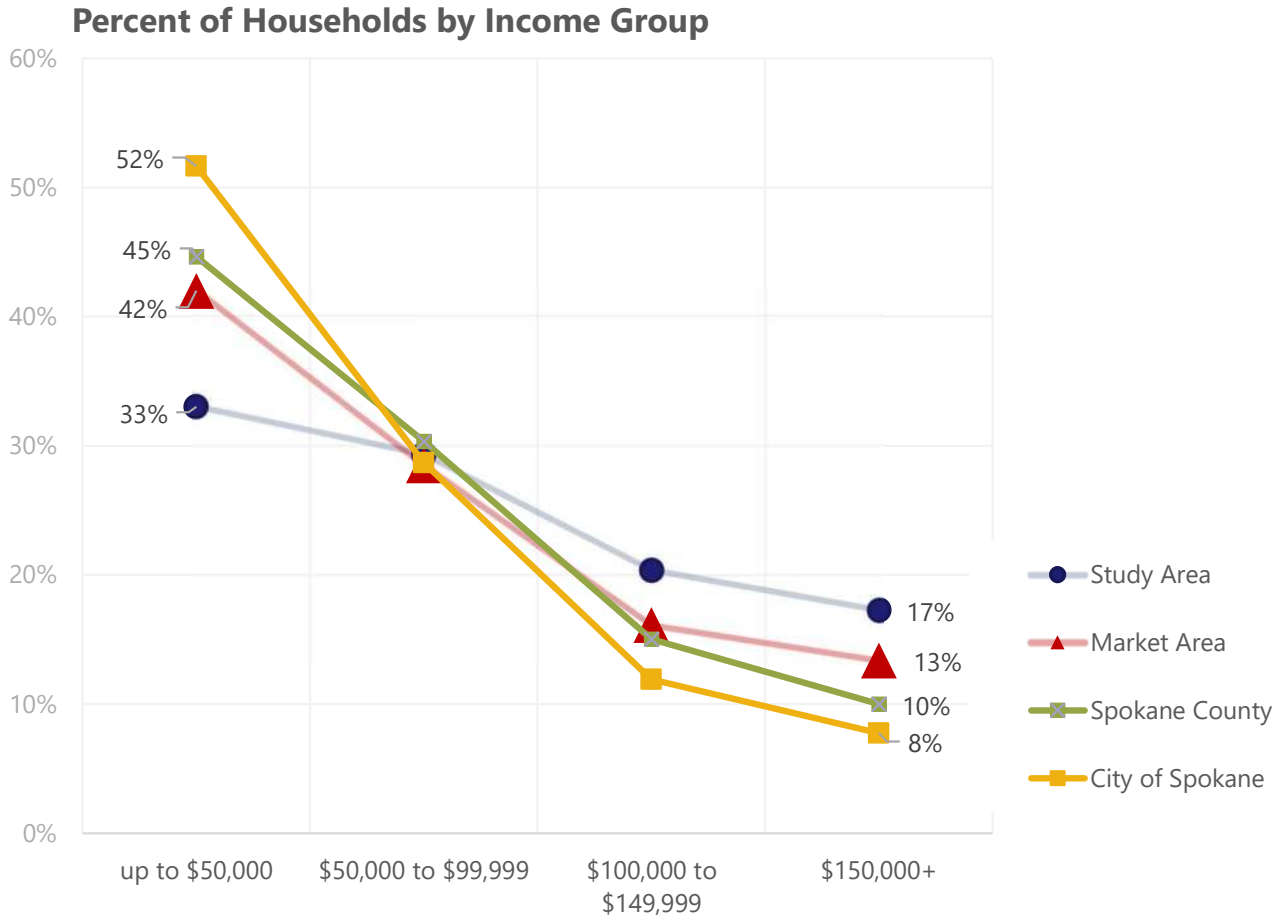
Household Incomes

This figure shows the distribution of households across income ranges for each comparison geography.

Each area has roughly 30% of households earning between \$50K and \$100K.

However, just one-third of Study Area households make less than \$50K, while more than half of Spokane citywide households fall in that group.

Conversely, the Study Area and Market Area have higher proportions earning in the top two income groups.



Source: US Census-based estimates from ESRI

Study Area Employment Profile

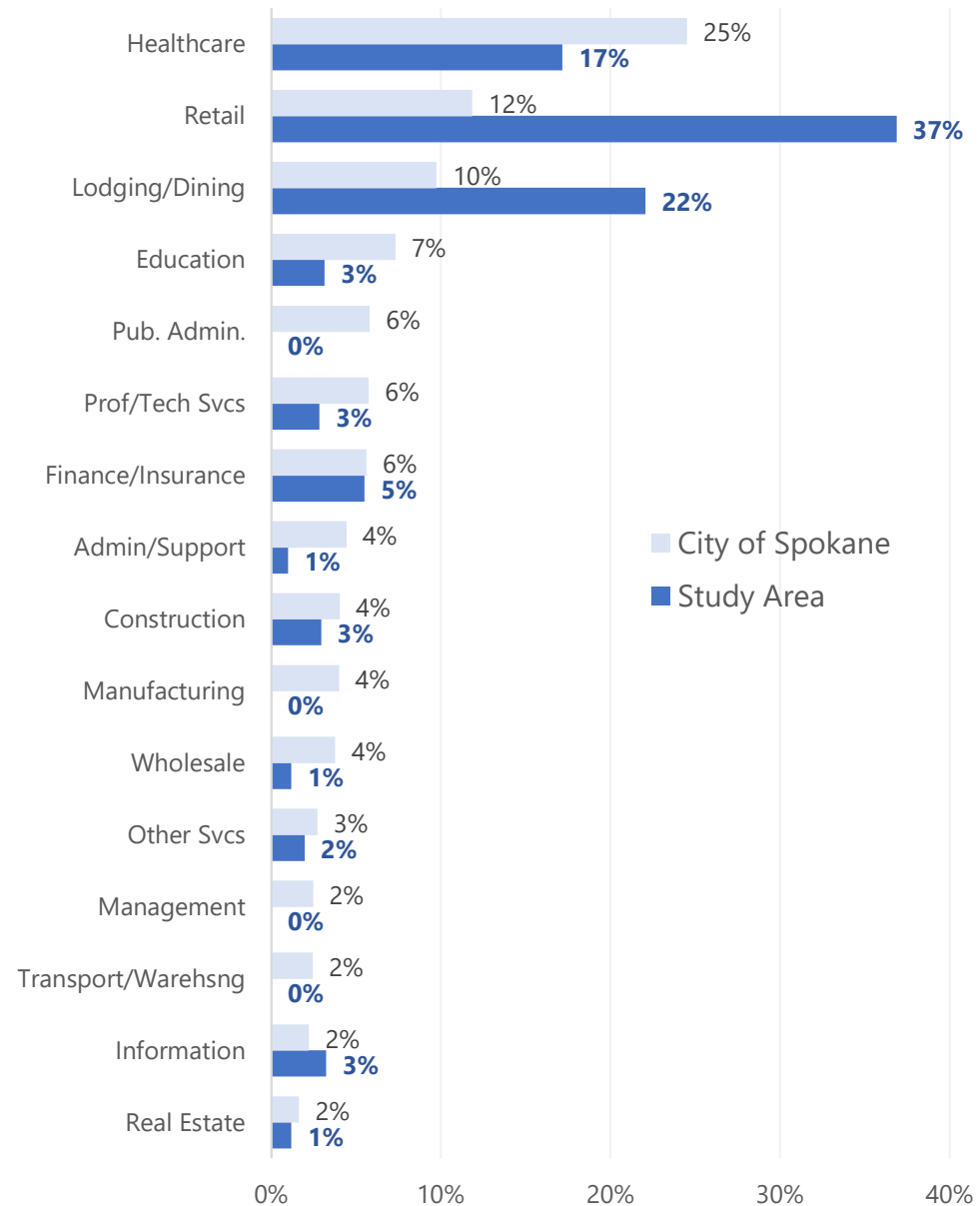
Establishments within the Study Area employed just over 1,000 workers as of 2017.

Study Area jobs are almost exclusively within service industries, with 37% working in retail and 22% in food service and accommodations (mostly restaurants). Another 17% work in the healthcare industry.

There is currently a mismatch between the Study Area jobs and residents, in that its daytime workforce population tends to work in lower-wage industries, while area residents tend to have higher-paying jobs.

This presents a challenge to creating at least the possibility of a *live-work* environment. That is, without some housing that is more affordable to Grand Boulevard employees, they will always have to commute in from outside – worsening traffic and wasting time. Conversely, without some higher-paying jobs in the Study Area, local residents will always have to commute outside for work.

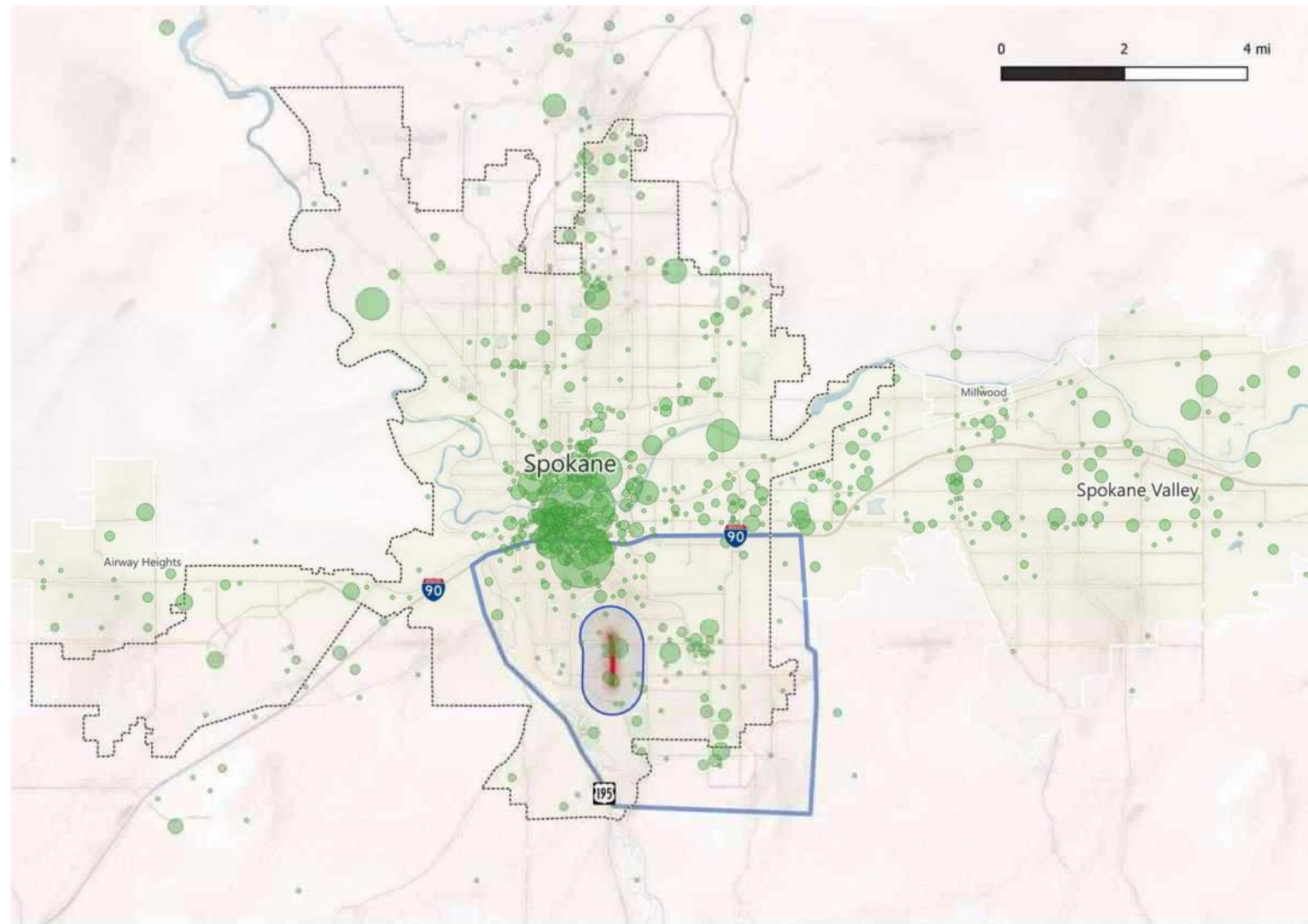
Employment by Industry, 2017



Where do Study Area Residents Commute To?

Of the Study Area's 3,000 employed residents, less than 40 remain within the ½-mile Study Area to work each day.

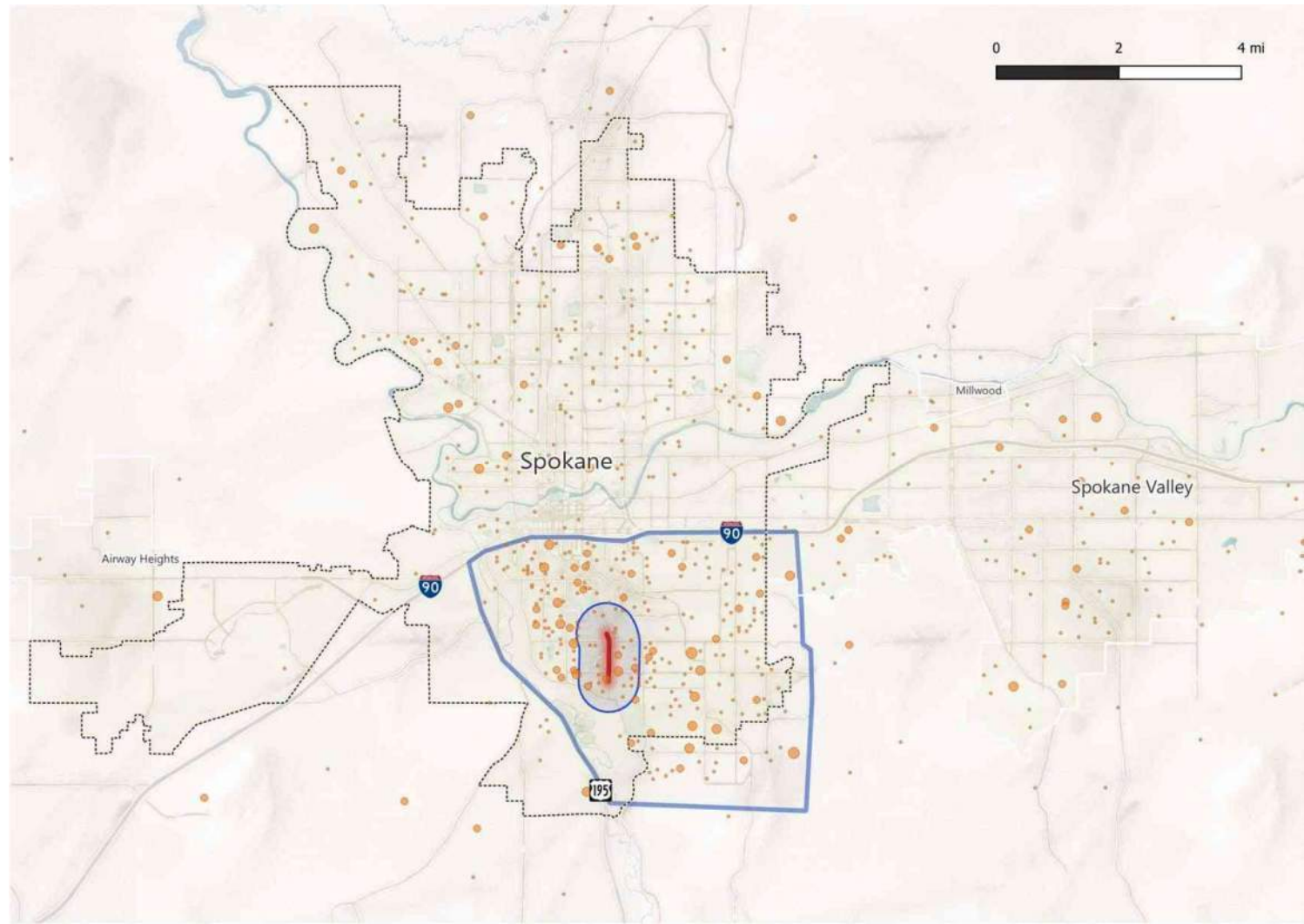
Downtown Spokane is by far the most common commute destination, with the remainder scattered throughout the city and along I-90.



Source: US Census LEHD 2017 data
(latest available)

Where do Study Area Workers Commute From?

In contrast, the 1,000+ Study Area jobs are filled by residents scattered widely across the metro area. South side Market Area residents are somewhat more likely to fill Study Area jobs, but metro-wide, no more than four Study Area employees reside within any one of the region's nearly 900 Census blocks.



Source: US Census LEHD 2017 data
(latest available)

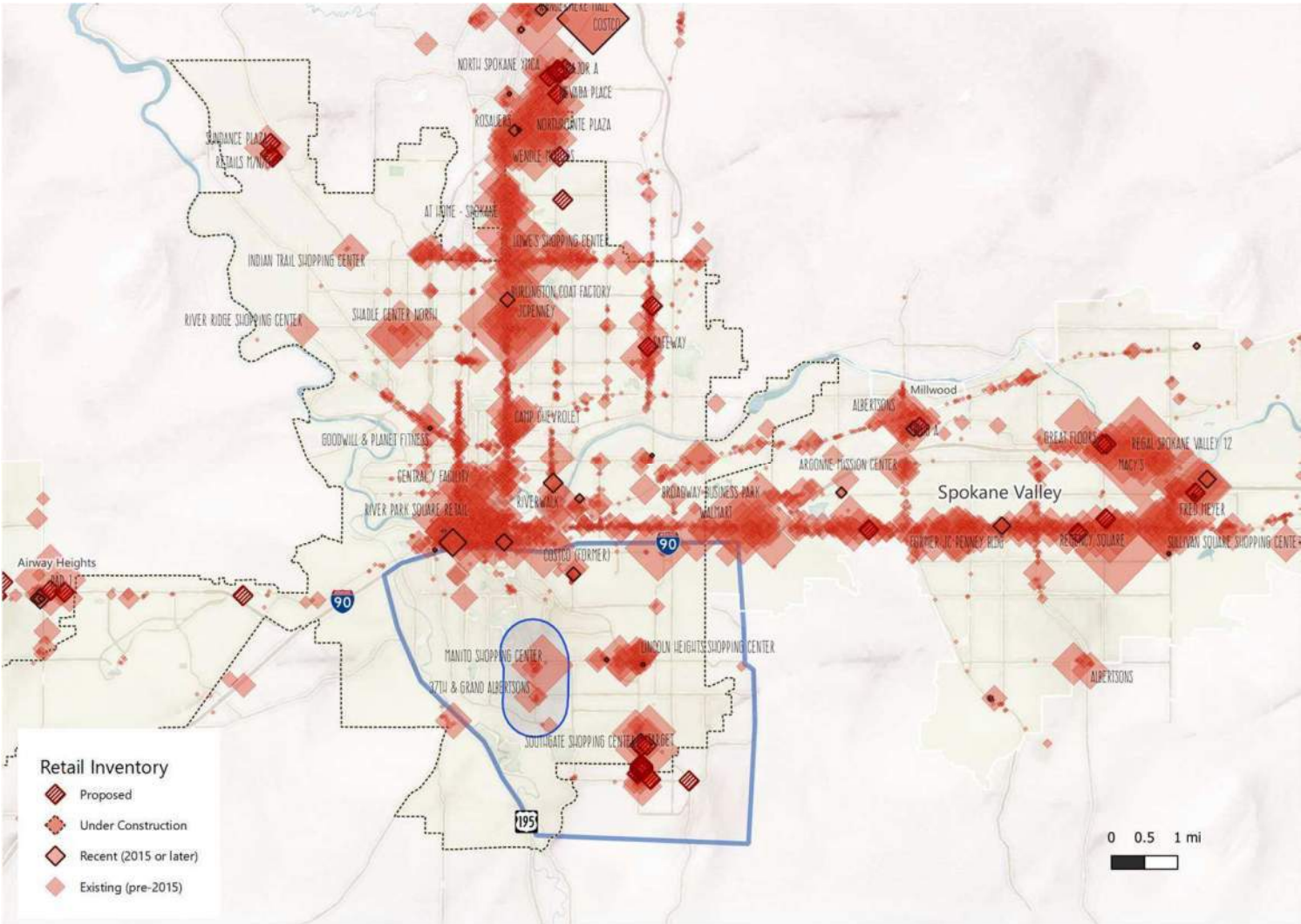
RETAIL SUPPLY & DEMAND

Retail Inventory

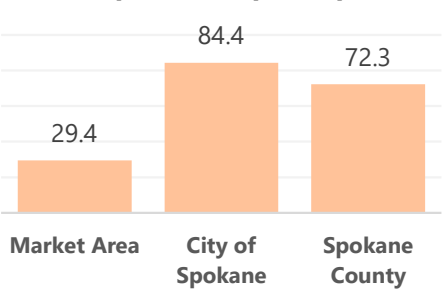
A nearly unbroken string of retail stretches from downtown Spokane to Spokane Valley along Sprague and north from the interstate well past the city limits along Division.

The standing inventory of retail in the Spokane County market is considerably unbalanced with respect to its resident population, with less than 30 square feet of retail per capita in the Market Area, versus 72 countywide and 84 for all Spokane city resident.

Market rents on the south side are almost \$5 per square foot per year higher than countywide average.



Retail Square Feet per Capita

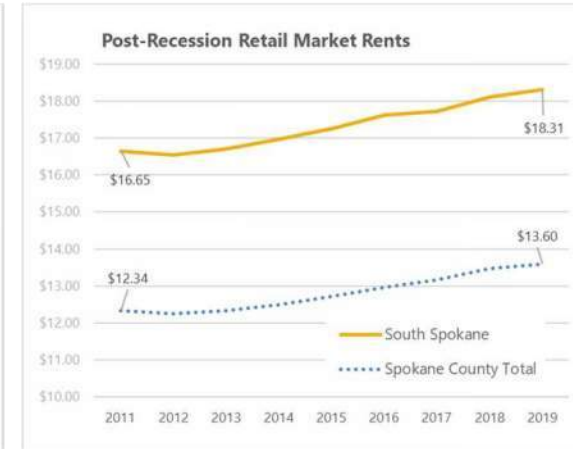
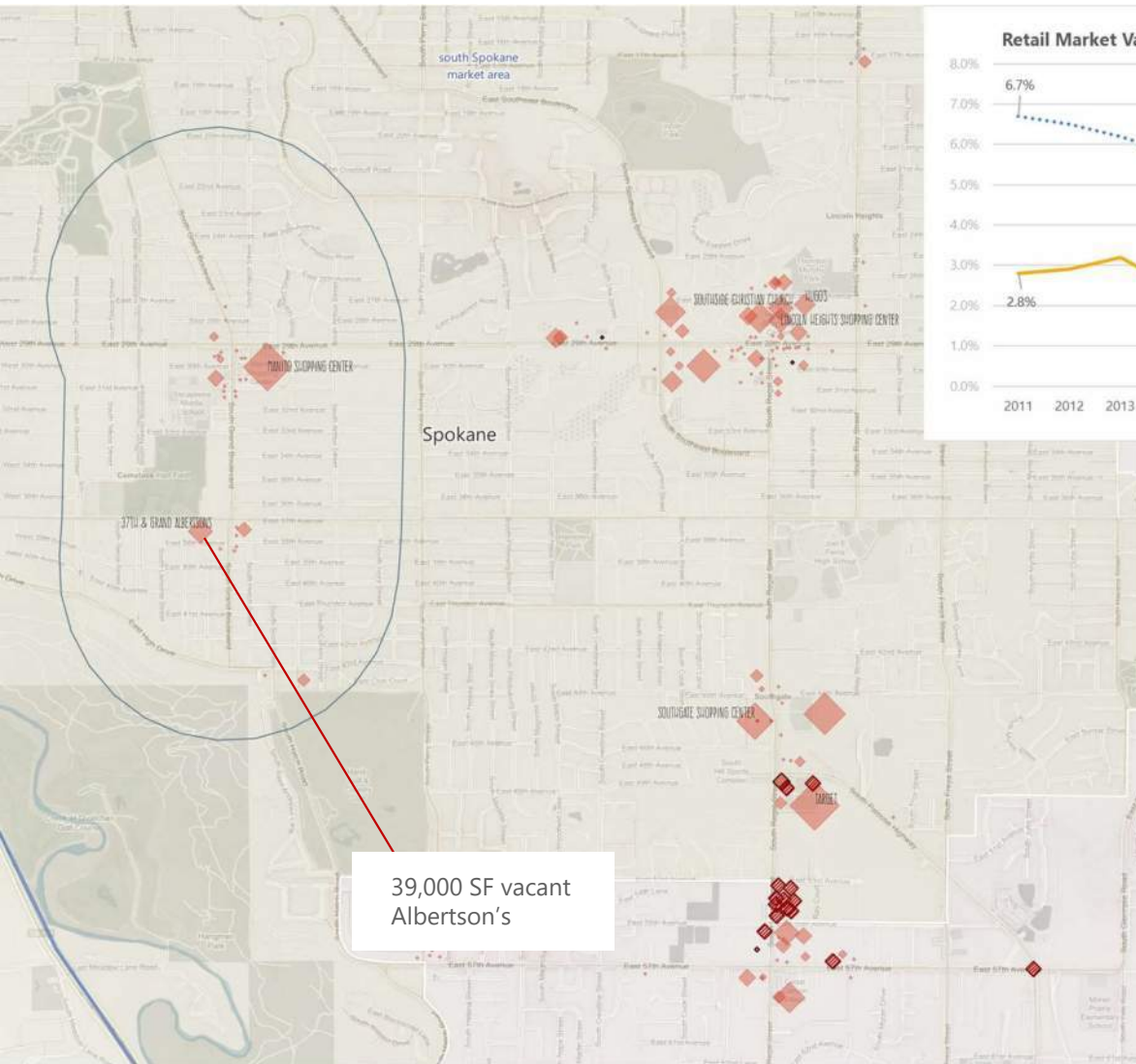


Submarket	Retail Inventory (s.f.), Q4-2019	% of County	Square Footage Built Past 12 mo.	Under Construction	Vacancy Rate	Market Rent (per s.f., per year)
Market Area	2.25 million	6%	0	0*	5.2%	\$18.05
Spokane County Total	38.2 million	100%	34,000	59,200	4.3%	\$13.27

**Note: early-stage construction taking place on Grand Blvd. at 31st and 32nd is not reflected in Costar retail property data pulled in November, 2019.*

Source: Costar 2019 property data

Retail Inventory (South Side Zoom)



South Spokane retail is limited to a small presence in the Study Area, including the Manito Shopping Center (Ross, Rite-Aid, Super 1 Foods).

Larger concentrations are centered on Regal 1.5 miles east, with the Lincoln Heights Center (Trader Joe's, Joann, Petco) at 29th on the north and a cluster anchored by Rite-Aid, Shopko, and Target further south.

There is no truly regional retail in the Market Area, with most shopping centers being neighborhood grocery-anchored centers or somewhat larger big-box clusters. The county's malls, lifestyle centers and major club stores are all located in the north metro or to the east in Spokane Valley

Market-wide (Spokane County) retail rents have steadily climbed as vacancies have been in slow decline throughout the recovery period. The South Spokane Hill subarea has also seen rents rise in lockstep with the metro, despite more volatility in occupancy.

Source: Costar (2019 property data); and Leland Consulting Group

Retail Pull, Leakage



Measures of retail **"pull"** and **"leakage"** are based on comparing an area's household spending potential with the volume of sales actually occurring in that area. When sales exceed resident spending potential, an area is said to be "pulling" in retail dollars from outside its boundary. When sales fall short of resident buying power, an area is "leaking" retail dollars to stores outside the area.

For all major store types except supermarkets and drugstores, Spokane's south side residents depend heavily on retail outlets (and restaurants) outside the market area, either north of the interstate or to the east in the City of Spokane Valley.

- In fact, south Spokane does not exceed the 1.0 pull factor threshold for any retail category – where an area theoretically exceeds self-sufficiency and "pulls" dollars in from non-area households.

Source: ESRI (2020 report using 2017 data for retail supply/demand; and Leland Consulting Group

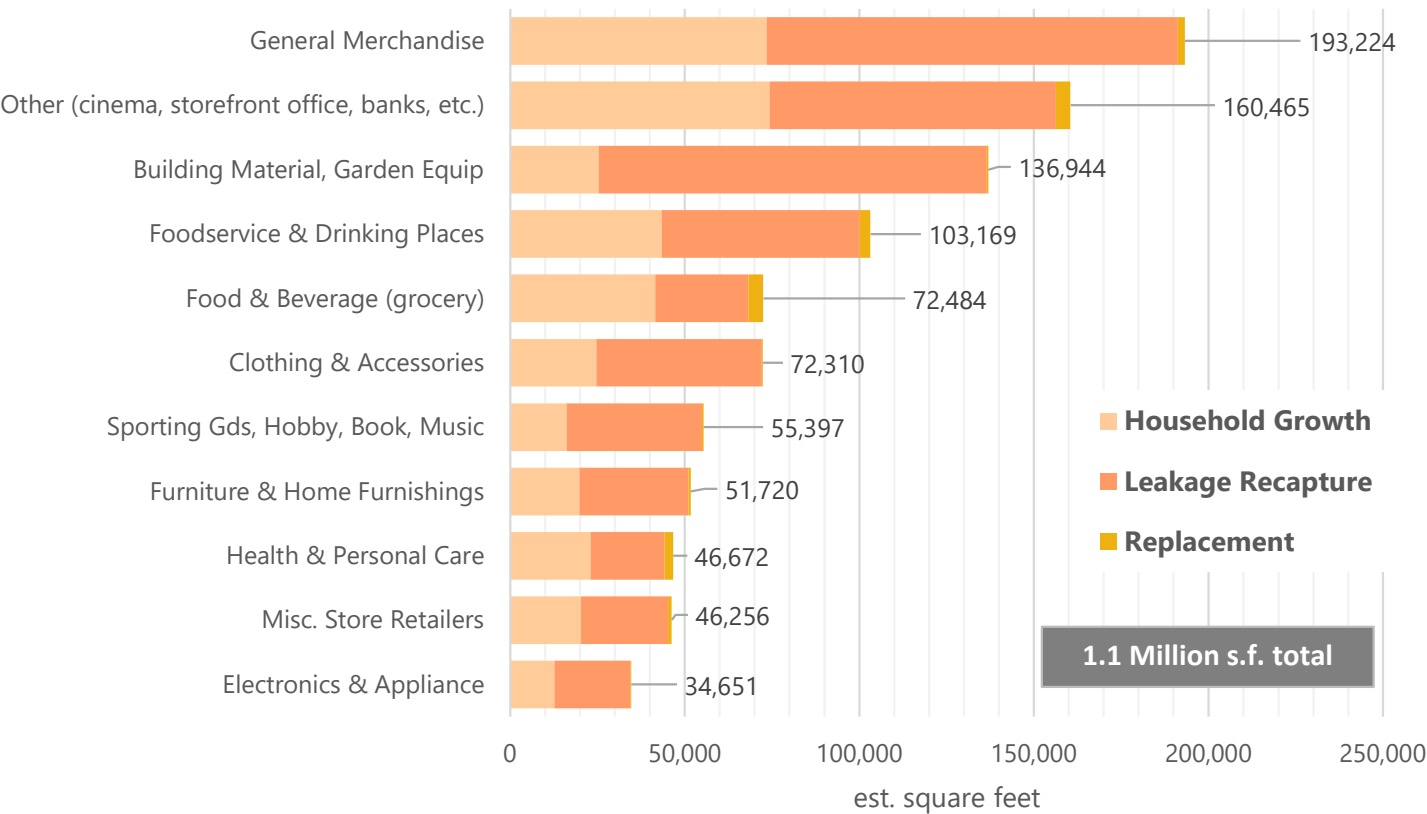
Market Area Retail Demand Growth

Retail demand for the Market Area is driven largely by the widespread leakage across categories, plus some additional demand due to moderate continued household growth.

In total, new retail demand for the Market Area should top 1.1 million square feet over the coming decade.

This projection is then adjusted to account for growing share of e-commerce* before estimating the attainable capture for the Grand Boulevard Study Area.

South Spokane 10-year Retail Demand by Source



Source: Leland Consulting Group, using estimates for household expenditure and category sales from ESRI
*Note: Manual model changes to account for e-commerce are all downwards adjustments, and vary by store type.

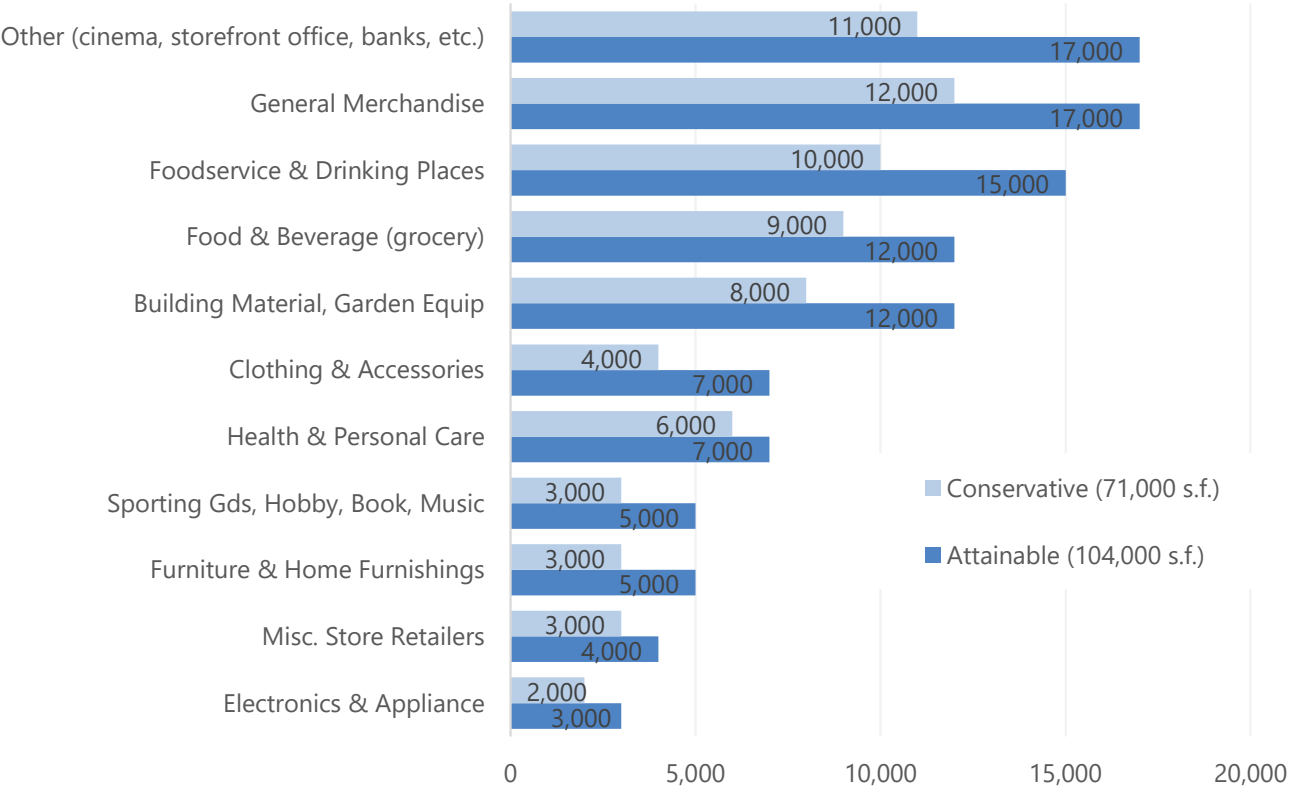
Estimated Attainable Capture for Grand Boulevard

At an estimated capture rate of between 10% and 15% (15-20% for grocery and drugstore categories), the Study Area could absorb approximately 71,000 to 104,000 s.f. of new Market Area retail demand over the coming decade.

At a typical retail floor area ratio (FAR) of 0.25*, this level of development would require 6.5 to 9.6 acres of land – about the size of the existing Manito Shopping Center site.

Because the largest vacant commercial parcel in the Study Area (the vacant Albertson’s site at 37th) is 3.1 acres, the full capture shown here would likely be spread across multiple sites, and would require redevelopment of one or more currently occupied sites

Study Area 10-year Retail Capture Estimates



*Floor Area Ratio for a given parcel is the building area divided by land area. So, at an FAR of 0.25, a one-story retail building would take up one-quarter of the lot, with the rest taken up by parking and landscaping.

An FAR of up to 3.0 (or even higher, with certain approved bonuses) is permitted under existing Study Area zoning – and, in fact desirable, from the standpoint of minimizing surface parking – but anything higher is very uncommon in the U.S. outside of much more urban neighborhood environments.

Source: Leland Consulting Group, using estimates for household expenditure and category sales from ESRI

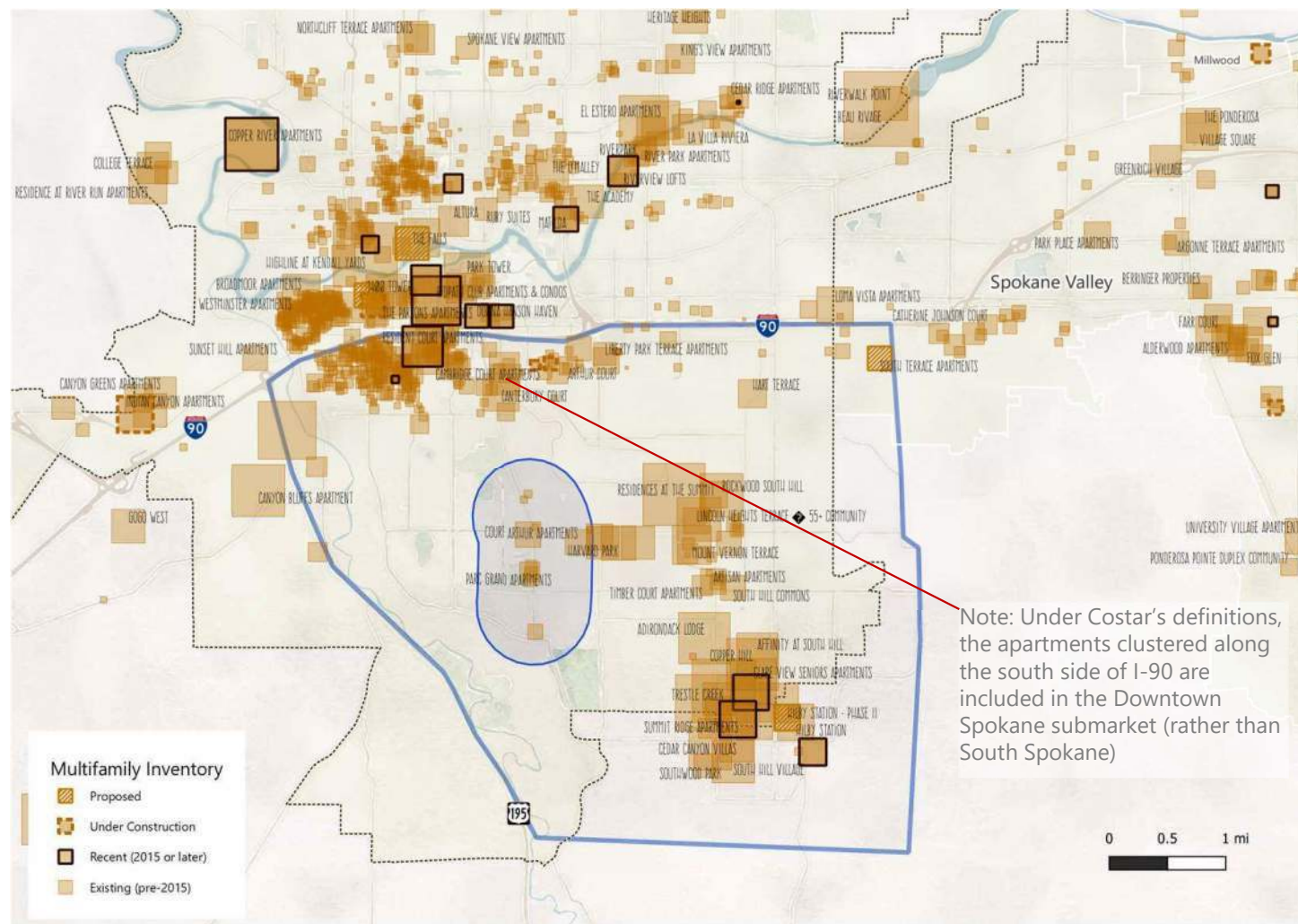
RESIDENTIAL SUPPLY & DEMAND

Apartment Inventory

South Spokane accounts for a small fraction of metro-wide multifamily inventory. Excluding the properties clustered near downtown, just 8% of countywide apartment units are in the Market Area.

Most recent and ongoing construction activity in the city of Spokane is limited to downtown and the north side. Most ongoing countywide construction activity is, in fact, taking place in Spokane Valley and across unincorporated locations.

There are several recently-completed, and at least one proposed, apartment projects within the Market Area, but all are just outside the city limits, along south Regal.



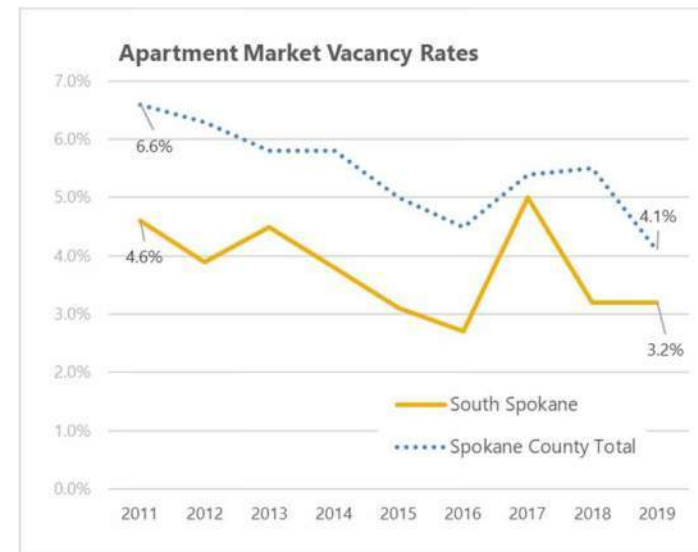
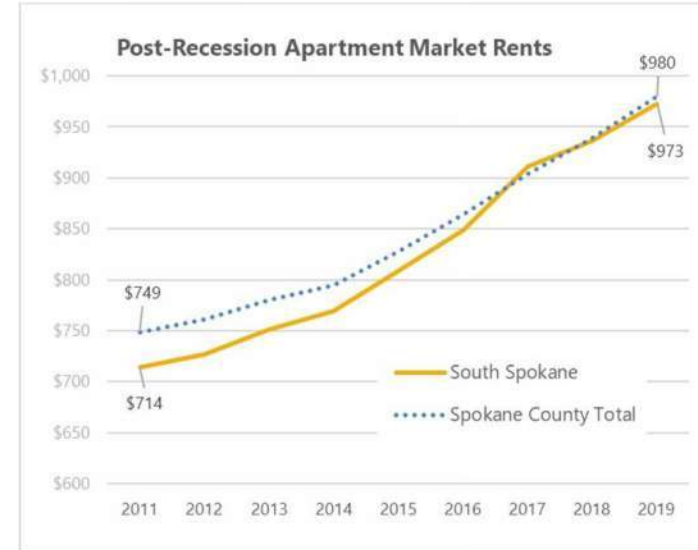
Submarket	Unit Inventory (Q4-2019)	% of County	Units Built (past 12 mo.)	Units Under Construction
Downtown Spokane	8,394	25%	32	65
North Spokane	6,745	20%	6	64
South Spokane	2,736	8%	0	0
Spokane Valley	9,904	30%	20	527
All Other Spokane County	5,593	17%	0	461
Spokane County Total	33,372	100%	58	1,117

Apartment Supply Conditions

South Spokane (excluding properties along I-90) has closed the gap in rents with the overall metro area over the post-recession period, with current market rents now hovering around \$980 across all property types and ages.

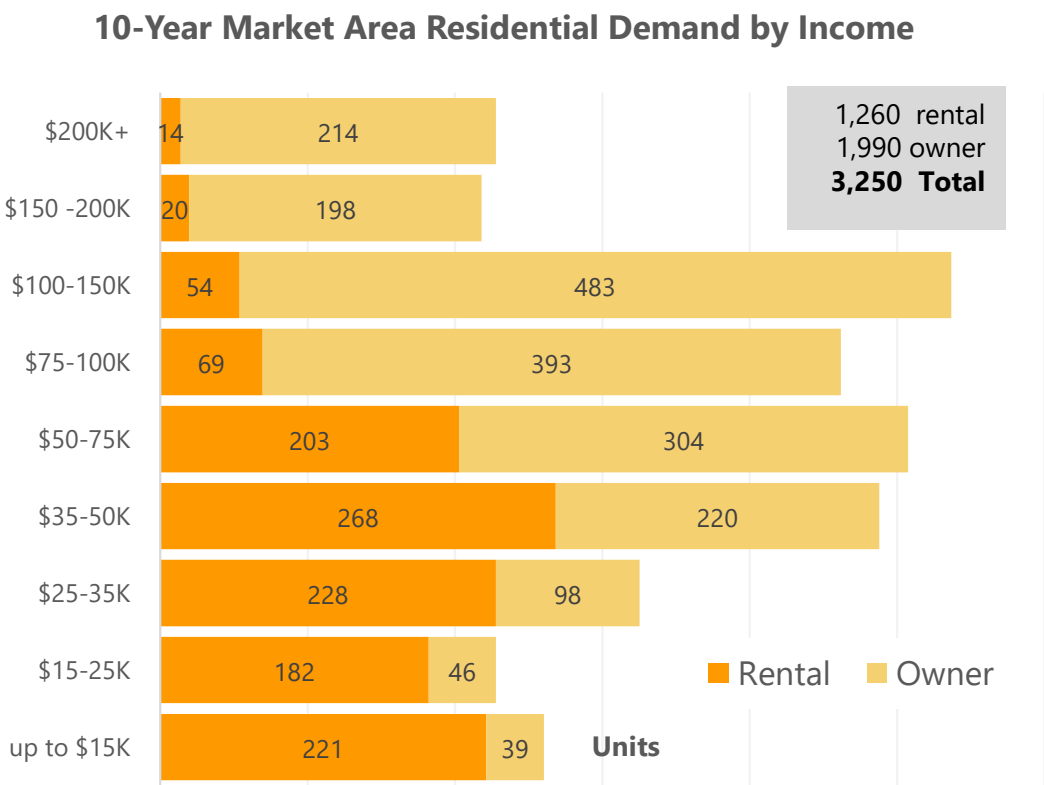
Vacancy rates in the South Spokane submarket (again, by Costar definitions) have remained lower than those across the overall market, although the gap has closed from two percentage points to just one since 2011.

Both the South Spokane submarket and the overall market are “tighter” than the 5.0% vacancy generally considered to be an equilibrium level for multifamily development (where renters and landlords have similar negotiating power and there is adequate inventory to accommodate normal turnover levels.)



Source: Costar; and Leland Consulting Group

Market Area Residential Demand



Demand for net new housing units is based on applying a 0.93% annual growth rate to the existing Market Area household count. This rate is an average of 2010-19 actual historical growth and ESRI’s 2019-24 projected growth rates.

The projected 10-year growth in households is then increased by an additional 5% overall (to account for preserving a healthy market vacancy rate while allowing for a modest amount of potential demolitions and growth due to second homes) to arrive at a 10-year new unit requirement.

This total unit count is then allocated across household income categories and tenure (rent vs. own). For this analysis, we assume that the percent renting in each income group will remain constant (39%) into the forecast period. Although home ownership rates have been dropping nationally for years, most analysts are reluctant to assume additional declines as Millennials move further into prime home-ownership years.

Population by income range is assumed to remain generally constant, with moderate reductions to shares in the lowest income brackets as declining housing affordability gradually displaces some households.

Based on projected household growth alone (i.e. irrespective of any arguable pent-up demand in the multifamily rental market), the south Spokane market area should generate demand for approximately 3,250 new units per decade – apportioned across rental and ownership units as shown in the figure above.

Source: Leland Consulting Group, using historical growth rate, tenure and income distribution data from ESRI

Residential Demand & Study Area Capture Potential

Summary of Market Area Demand and Attainable 10-year Study Area Capture by Product Type

		Market Area Unit Demand*	Conservative Capture Rate	Attainable Capture Rate	10-year Study Area Absorption (low)	10-year Study Area Absorption (high)		Approx. Units Per Acre (low)	Approx. Units Per Acre (high)	Acreage Required (low)	Acreage Required (high)
Rental Apartments		1,040	10%	20%	100	210		18	30	5.6	7.0
Attached Ownership (Townhome, Condo, Plex, etc.)		290	10%	20%	30	60		15	18	2.0	3.3
Single Family Smaller Lot		567	0%	0%	0	0		10	12	0.0	0.0
Single Family Larger Lot		1,288	0%	0%	0	0		4	8	0.0	0.0
Totals*		3,185*	4%	8%	130	270				8	10

*Totals above exclude demand from households earning below \$15K
total unit demand for lowest income segment (<\$15K)

260

Source: Leland Consulting Group, using historical growth rate, tenure and income distribution data from ESRI

The Market Area's moderate but steady growth should support development of nearly 3,500 housing units over the coming decade.

Of this, the Study Area should theoretically be able to attract approximately 130 to 270 units, as a mix of rental and attached ownership products.

However, as with retail demand and capture estimates, this absorption level – requiring some 8-10 acres – would require redevelopment of one or more larger sites currently occupied. Parcels in Manito Center are unlikely to redevelop in the coming decade, at least, due to profitable ongoing operations and stringent lease restrictions.

Note: Single family detached demand for the Market Area is shown in the table above but this analysis assumes that only multifamily development is under consideration for the Study Area.

It is possible that some modest level of housing demand could be absorbed within the Study Area single family neighborhoods in the form of accessory dwelling units (ADUs).

The City has recently updated its code related to infill development, making it easier to construct attached units, cottages, and other small format homes. Although not a use-by-right in Low Density Residential zones, ADUs that meet development standards do not require a conditional use permit. For details, see:

<https://my.spokanecity.org/business/residential/development-options/>

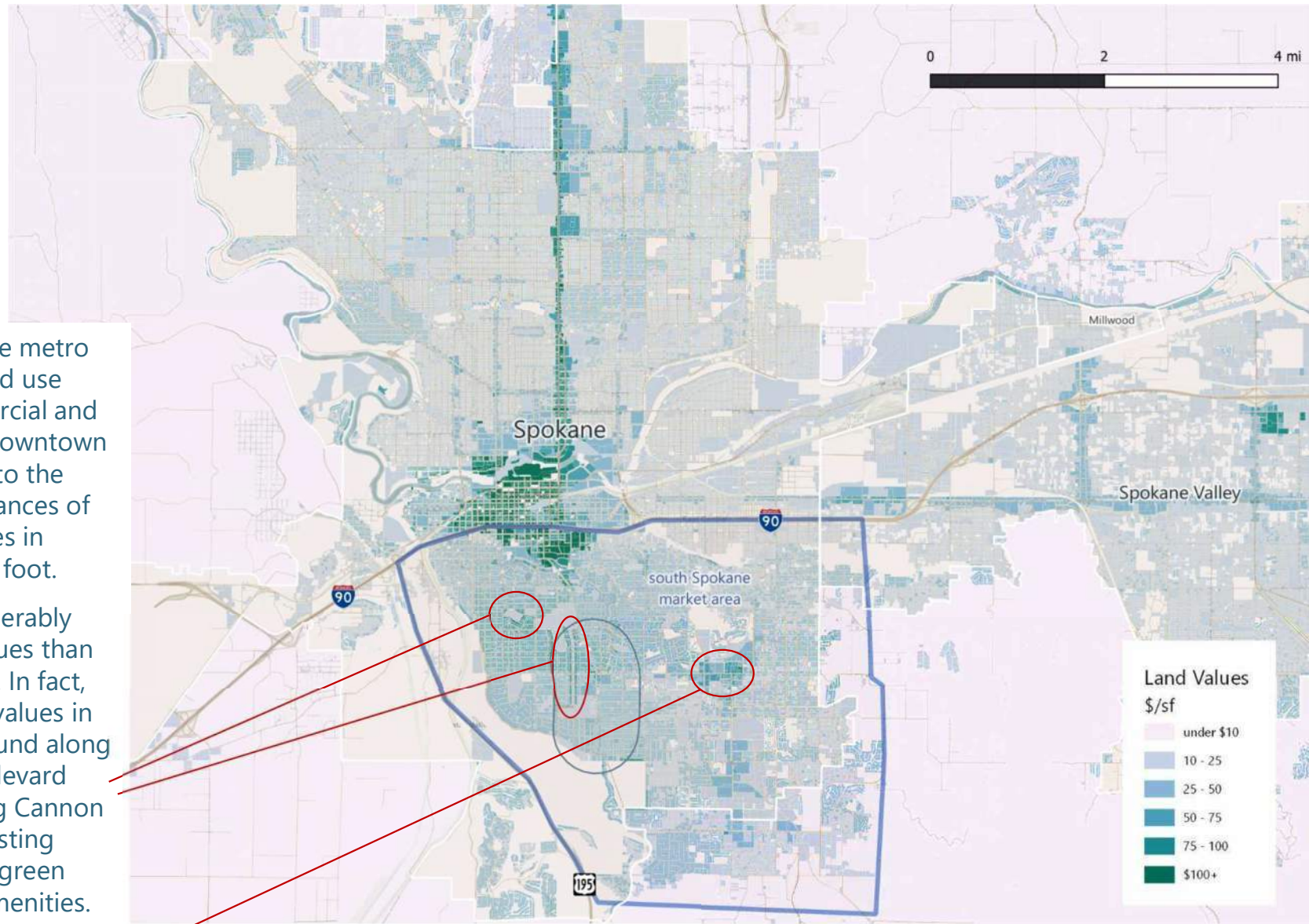
POLICY & LAND USE

Regional Land Values

Land values in the Spokane metro area are closely tied to land use designations, with commercial and denser mixed-use zones downtown and along Division Street to the north having the only instances of (Assessor-appraised) values in excess of \$100 per square foot.

South Spokane has considerably higher residential land values than can be found to the north. In fact, some of the highest land values in the market area can be found along the tree-lined Manito Boulevard and on the streets fronting Cannon and Manito Parks – suggesting market responsiveness to green and pedestrian-friendly amenities.

Values for commercial parcels along 29th Avenue between Southeast Boulevard and Regal Street also reach above \$75/sf.



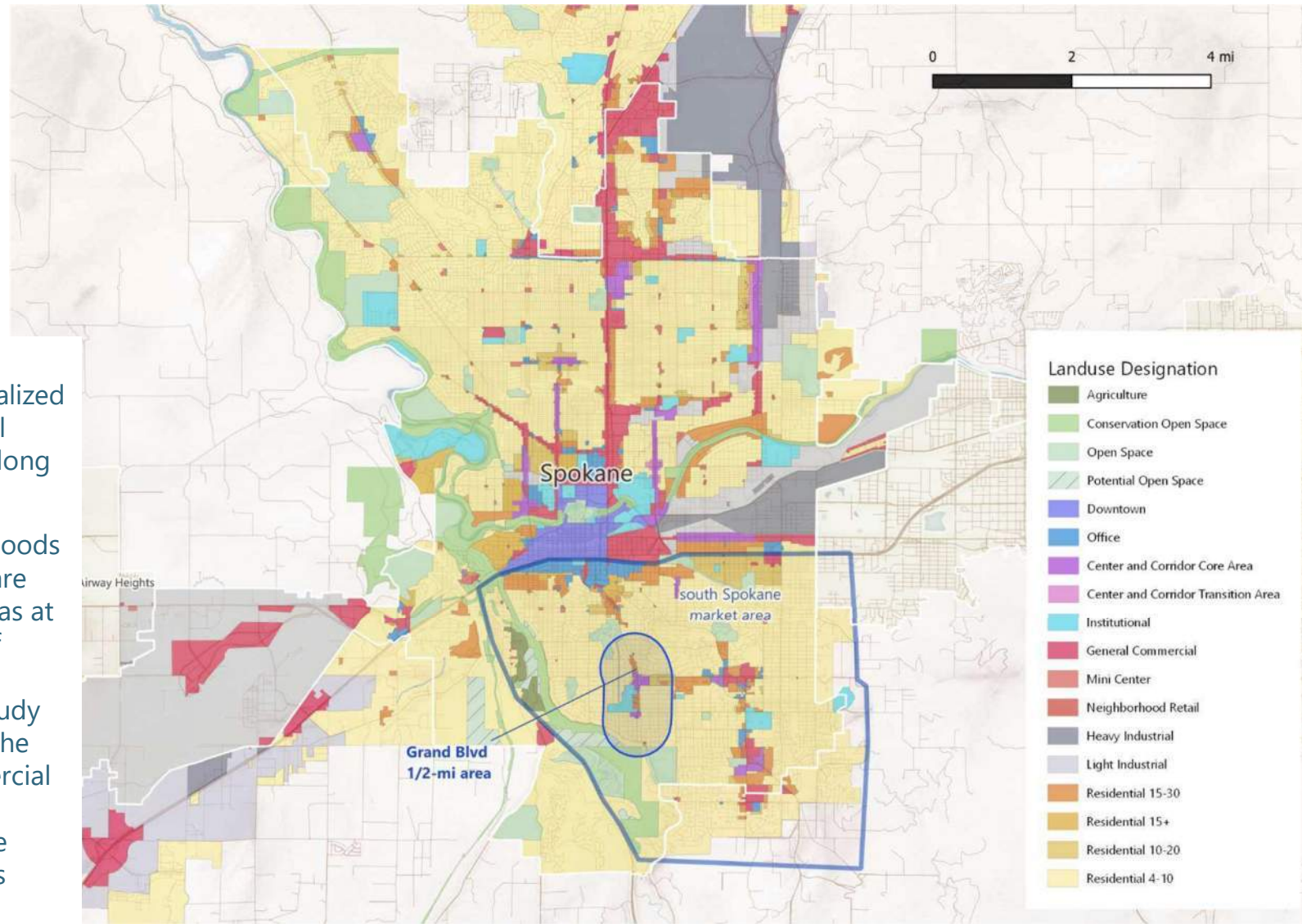
Source: Spokane County Assessor; and Leland Consulting Group

Metro Land Use Context

Spokane area land use is dominated by a strongly centralized downtown and the commercial spine extending to the north along Division.

Whereas residential neighborhoods on the north side of Spokane are punctuated by commercial areas at arterial corners, the expanse of single-family development surrounding the Study Area Study Area is relatively unbroken to the south, west and north. Commercial and other higher-value development on the south side (apart from the I-90 corridor) is largely concentrated along the Regal corridor, 1.5 miles east of Grand Boulevard.

Growth potential to the west of the south Spokane market area is largely constrained by topography (bluff and Latah Creek).



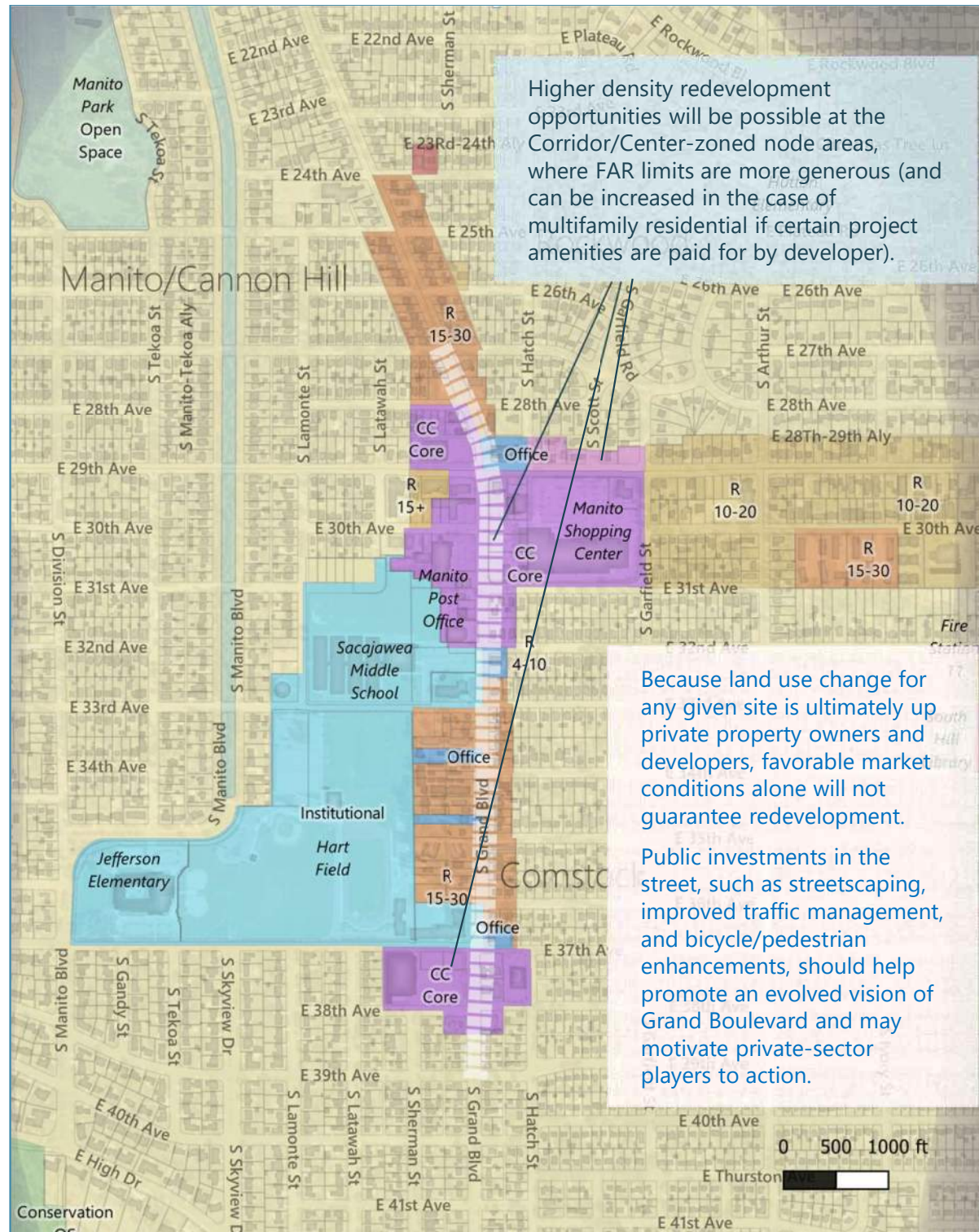
Source: Spokane County Assessor and City of Spokane

Study Area Land Use Designations

A zoom in to the half-mile Study Area shows a relatively narrow corridor of commercial and institutional (primarily school-related) uses surrounded by low density residential neighborhoods.

Some medium-high density residential uses are also found interspersed, limited to areas fronting or within a block of either Grand or 30th Avenue. These are limited to older (typically 70s-construction) apartments and the occasional multi-unit building amid lots simply being used for single-family residences – the predominant pattern along the upzoned portions of 29th and 30th Avenues. These areas represent capacity for increased residential density in theory, but redevelopment is likely to be fragmented and opportunistic, depending on prevailing market conditions and land purchase prices.

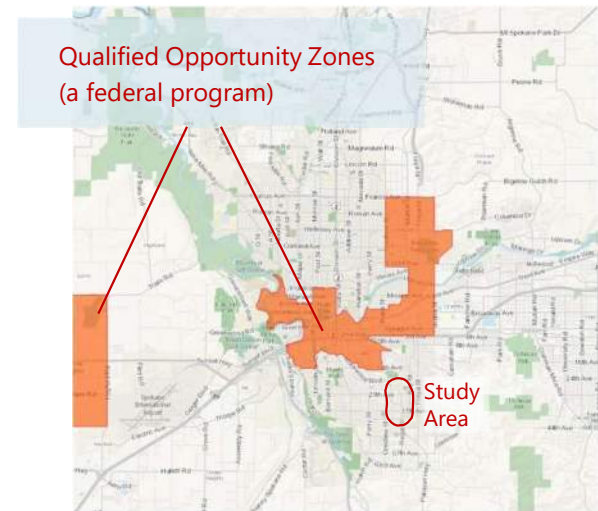
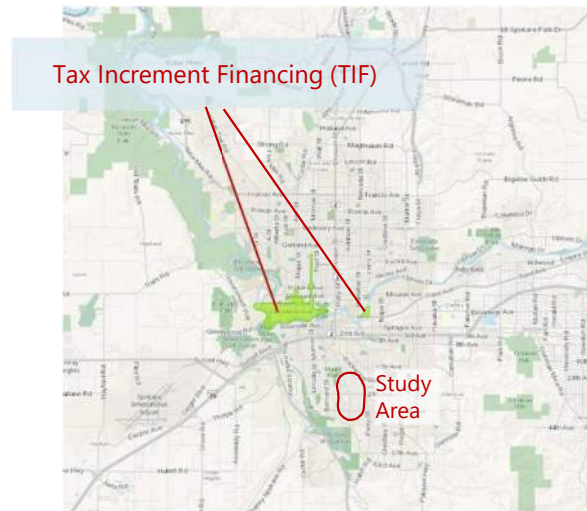
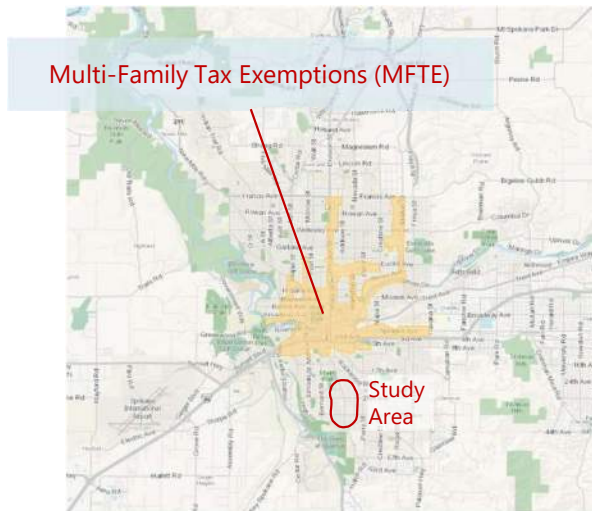
Source: Spokane County Assessor, City of Spokane, and Leland Consulting Group



Economic Development Incentives

The Study Area has higher median income and market forces that are generally functioning to meet area demand for both residential and commercial development. As such, the area is not included in major City and federal economic incentive program boundaries.

- The City's Multi-Family Tax Exemption (MFTE) program, which provides substantial property tax savings over 8 to 12 years for newly constructed multi-unit residential projects, is currently limited to designated areas with lower median incomes.
- Because Tax Increment Financing districts in Washington are designed to address conditions of economic instability or stagnation, the Study Area is an unlikely candidate for TIF designation and related incentives.
- The federal Opportunity Zone program is specifically targeted to low income Census tracts.



Source: City of Spokane mapping

REDEVELOPMENT OPPORTUNITIES

Land Utilization

Examining the patterns in existing land utilization can be an important step in screening for potential redevelopment opportunities.

Parcels with low improvement (building) values relative to the underlying land value are flagged here in yellow, orange, or red shading.

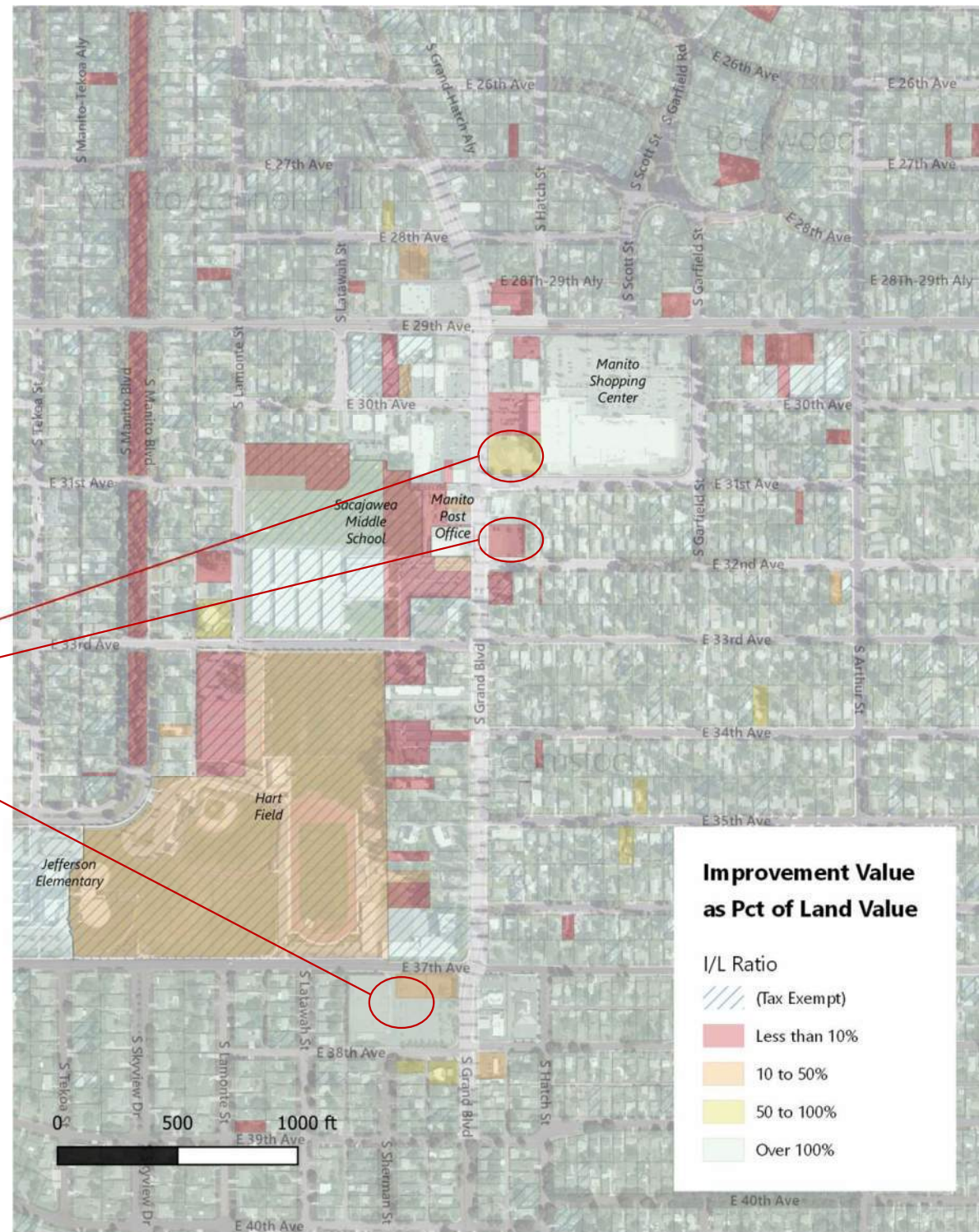
Note that most shaded land in the Study Area also has blue hash markings – indicating that the land is tax-exempt. These public and charitable/religious uses are typically not redevelopment candidates.

In the northern half of the Study Area, only the parcels at the northeast corners of Grand & 31st (0.8 acres) and Grand & 32nd (0.5 acres) are immediately redevelopable.

The largest immediate redevelopment opportunity is near the southern end of the Study Area the 3.1 acre vacant Albertsons parcel.

With just 5% tenant vacancy (per Costar), the Manito Shopping Center does not currently appear to be functionally underutilized (although it is not well-configured to serve as a pedestrian-friendly shopping destination).

Source: Spokane County Assessor, 2019 parcel data



Exploring Residential Infill Redevelopment Feasibility in Spokane

The City of Spokane recently commissioned a study of market feasibility for multifamily infill development focused on Spokane's South Perry Center and Monroe Street Corridor (Comprehensive Plan designations).

That analysis, documented the *City of Spokane Housing Feasibility Analysis*, December 2019, by Community Attributes, Inc. (CAI), used market data on rents and product types, together with input from area developers, to generate assumptions for land values, construction costs, attainable rents and other proforma inputs. Those inputs were used to derive likely financial outcomes, including residual land value and an expected internal rate of return (IRR).

Their report found that, based on a minimum 15% IRR threshold, three-story walk-up apartments had the greatest feasibility potential in most contexts but that scenarios involving structured parking or mixed-use products were less likely to be feasible.

Scenarios involving the use of Multifamily Tax Exemptions (MFTEs) were much more likely to pencil out as feasible (or have more attractive IRRs) than those which did not.

Substituting structured parking for surface parking also reduced IRRs to below-acceptable levels for 3-story walk-up models.

The model is sensitive to inputs for land acquisition costs and attainable rents, so major shifts in those could alter IRR performance in practice.

Infill Redevelopment Prospects

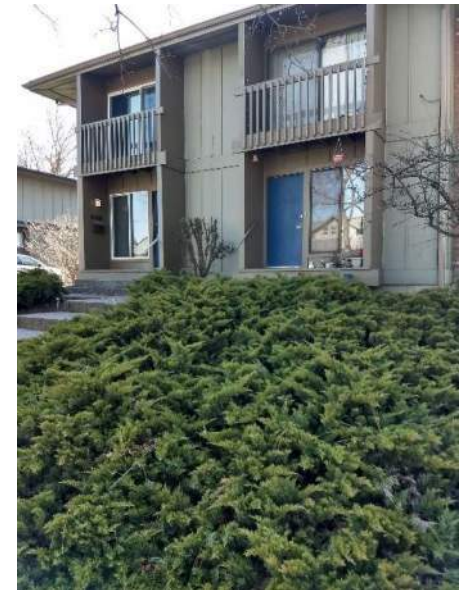
Using proforma worksheets created by CAI for that 2019 analysis, Leland Consulting Group examined preliminary feasibility for infill redevelopment of three major vacant sites (3.1-acre vacant Albertson's, plus the 0.8-acre and 0.5-acre corner lots at 31st and 32nd) identified in the previous slide.

For the three-story walk-up property type, multifamily development at those sites appear feasible when using Assessor-appraised values as the assumed land purchase price, even without MFTE incentives.

- For the 0.5-acre parcel at the northeast corner of 32st Ave and Grand, the CAI model yields a 21% IRR (assuming a 25-unit project achieving rents of \$1,250)
- For the 0.8-acre parcel one block to the north, the model shows an attainable IRR of 18% for a 42-unit project.
- If converted to residential, the former Albertsons parcel(s) shows acceptable returns (15.1% IRR) under the CAI model assumptions for 162 three-story walk-up units, even after assuming a \$3.1M site purchase price and tear-down of the existing 39,000 square foot structure.

Feasibility for the above sites appeared much more questionable for mixed-use or ownership townhome scenarios, with IRRs dipping below 5% for all three sites in the CAI models.

- The Albertson's site would be simpler and likely more profitable to redevelop as another grocery store, keeping and rehabbing the existing building, but the CAI model was not set up to examine retail-only proforma scenarios.



Examples of smaller-lot attached housing on Grand Blvd.

Conclusions & Strategic Considerations

The Grand Boulevard Study Area lies within a market context of favorable income demographics and modest but steady residential growth.

Together with the significant undersupply of retail south of I-90, this creates an environment of healthy residential and retail demand for the Market Area, with a diminishing supply of land to satisfy that demand.

The estimated residential and retail Market Area demand is more than adequate to support unsubsidized redevelopment of the limited supply of vacant zoned parcels in the Study Area.

- At conservative capture rates, we estimate approximately 130 to 270 new multifamily units (primarily rental) could be absorbed in the Study Area, along with approximately 70,000 to 100,000 SF of neighborhood-serving retail space.

Unless the Manito Shopping Center decides to embark on a major redevelopment, near-term (0-5 year) infill activity will likely be limited to a handful of relatively small infill sites in the Study Area.

Given the existing suburban auto-oriented development pattern in the Study Area, there is much to be gained in terms of quality of life and safety by making street improvements and adding ped-friendly amenities.

Opportunistically adding increased residential density and reconfiguring existing retail to help define street edges and forge walk/bike connections would both help to further that goal.

Conclusions & Strategic Considerations (continued)

Existing zoning along Grand Boulevard is relatively generous in terms of densities, relative to what developers (either retail or residential) are likely to consider for the area, suggesting that local policy is not a significant constraint to redevelopment here.

The three largest available sites are formerly commercial/retail uses fronting Grand Boulevard. Because of the limited retail supply in the Market Area relative to its population and spending power, conversion of those sites to retail would be simpler for developers and would serve an evident local need.

- However, redevelopment as multifamily residential of one or more of the sites would offer advantages of providing additional activation to the street and providing new spending support for existing retail and dining on Grand.
- Redevelopment of any sort on the Albertson's site (though more expensive than adaptive re-use) would allow for better configuration of buildings relative to the street front.

Because of its higher income profile, no major development incentives are available in the Study Area, leaving developers to rely mainly on an unsubsidized profit calculus to drive land assembly and rehab or scrape/rebuild decisions.

- Adding new units to low- and middle-income areas is an obvious and direct route to combating the city's growing housing affordability problem; however, the creation of new residential inventory *anywhere* in the city will actually help shift the supply/demand equation in favor greater affordability.
- While the Study Area may not need profit-boosting incentives to the same extent as other Spokane neighborhoods, the combination of incentives plus infrastructure investment can be a strong motivating signal to property owners who may otherwise be reluctant to consider redevelopment.
- Expanding the City's MFTE program, in particular, to cover all Spokane neighborhoods could help spur opportunistic infill development in the Study Area -- promoting greater housing diversity, adding needed supply units, and helping to reshape Grand Boulevard in concert with transportation and streetscape improvements.



LELAND CONSULTING GROUP

People Places Prosperity

www.lelandconsulting.com

Project List and Cost Estimates

A large, stylized teal letter 'A' graphic that serves as a background element for the title.

Spokane Grand Boulevard Transportation and Land Use Study			
Project ID	Project Description	Project Elements	Planning Level Cost Estimate
SHORT TERM PROJECTS			
S1.A	Restripe Grand Boulevard to reduce to three lanes and add buffered bike lanes between 29th Avenue and 32nd Avenue	New cross-section includes a 6' bike lane (NB/SB), 8' concrete planter strip (SB), 2' striped buffer (NB), and 7' painted curb space extension (NB)	\$ 140,000.00
S1.B	Restripe Grand Boulevard to reduce vehicle travel lane width and add buffered bike lanes between 32nd Avenue and 37th Avenue	New cross-section includes a 5' bike lane (NB/SB) and 2' striped buffer (NB/SB)	\$ 85,000.00
S2	Install temporary access restrictions at 30th Avenue/Grand Boulevard intersection	Installation of bollards and striping to restrict turn movements	\$ 45,000.00
S3	Install enhanced pedestrian crossing at 30th Avenue	Installation of signing, RRFB, and striped crosswalk on north leg of Grand Boulevard at 30th Avenue. ADA ramps will be upgraded as needed.	\$ 75,000.00
S4	Install enhanced pedestrian crossing at 32nd Avenue	Installation of signing, RRFB, and striped crosswalk on north leg of Grand Boulevard at 32nd Avenue. ADA ramps will be upgraded as needed.	\$ 75,000.00
S5	Install enhanced pedestrian crossing at 33rd Avenue	Installation of signing, RRFB, and striped crosswalk on both legs of Grand Boulevard at 33rd Avenue; marked bike crossings will also be provided. ADA ramps will be upgraded as needed.	\$ 75,000.00
S6	Modify Grand Boulevard/29th Avenue intersection	Traffic signal and striping modifications for new northbound and southbound lane configurations	\$ 100,000.00
LONG TERM PROJECTS			
L1	Extend 32nd Avenue to the west	New street connection associated with school rebuild project	\$ -
L2	Improve existing streetscape on Grand Boulevard between 29th Avenue and 32nd Avenue	Complete road reconstruction with new cross-section includes 2' sidewalk widening, 6' curb extensions for pedestrian scale lighting, drainage and restriping	\$ 2,080,000.00
L3	Install permanent access restrictions at 30th Avenue/Grand Boulevard	Installation of raised median/curb signage and striping	\$ 190,000.00
L4	Install raised medians	Installation of raised medians between 30th and 31st, approaching 31st (NB), between 35th and 36th, and approaching 36th (NB)	\$ 60,000.00
L5	Install street trees	Installation of new street trees between 29th Avenue and 32nd Avenue	\$ 125,000.00

Planning level cost estimates include contingencies for administration, design, mobilization and traffic control costs. The estimates do not include right of way or environmental costs.

GRAND BLVD

Transportation and Land Use Study

Review

Develop

Evaluate

Study

Melissa Wittstruck, Assistant Planner, Neighborhood and Planning Services

Inga Note, Senior Traffic Planning Engineer, Integrated Capital Management

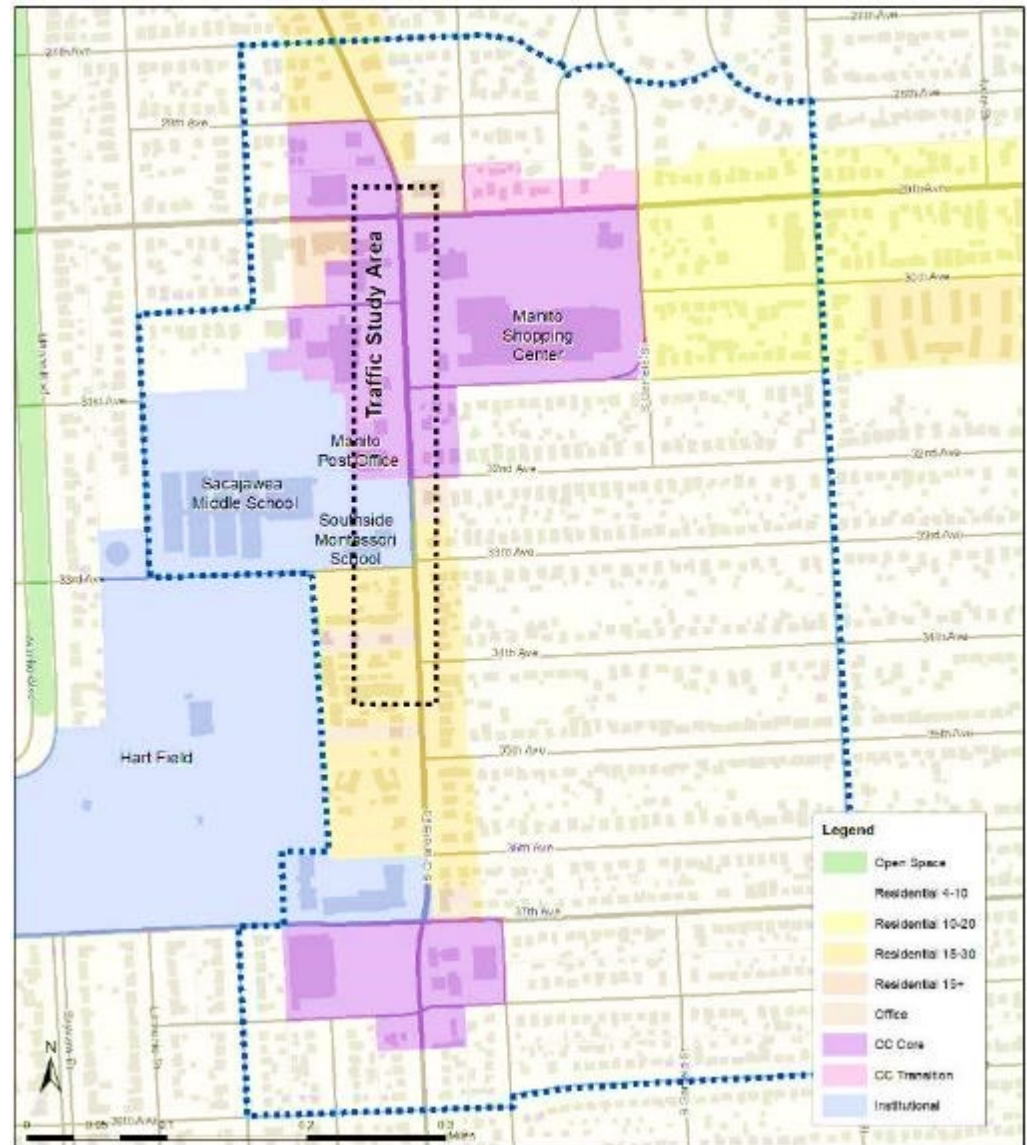
City Council Hearing August 17, 2020



Project Area Boundaries

Grand Boulevard Studies

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



Introduction

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

Background

Grand Boulevard Transportation and Land Use Study launched September 2019.

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



Elements of the studies included:

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

Safety and Streetscape Improvements

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



Grand Boulevard Study Goals

Comprehensive Plan – *Shaping Spokane*

Chapter 3 Land Use

1.1 Neighborhoods

1.2 Districts

1.3 Single-family residential areas

1.4 Higher density residential uses

Chapter 4 Transportation

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

Connectivity and Livability Plan –South Hill Coalition

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

Comstock Neighborhood Council Traffic Calming

Safety for all users of all ability

RELEVANT COMPREHENSIVE PLAN GOALS:

GOAL 1: ACTIVE DOWNTOWN LINKAGES



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

GOAL 2: COMPLETE NEIGHBORHOODS



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

GOAL 3: CRIME PREVENTION



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

GOAL 4: TRAFFIC SAFETY



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

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

GRAND BLVD

Transportation and Land Use Study



Project Survey Results

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



Restaurants



Business and Services



Shopping



Schools



Historic Neighborhoods

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



Routes for pedestrians and cyclists



Traffic speed and volume



Building character or design



Access to goods and services



Public safety

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



Bikes/bike/walkability



Green space



Restaurants



Diversity of businesses and services



Arts and culture of offerings

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



Shopping



Restaurants or entertainment venues



Locations outside this planning area



Exercise



Parks

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



Crossing improvements



Sidewalk improvements



Landscaping, including vegetation



Bicycle Lanes



Slower traffic

Darken color indicates higher response rate



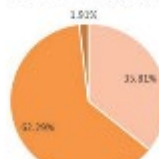
GRAND BLVD

Transportation and Land Use Study



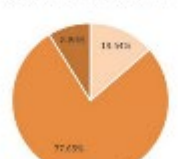
Project Survey Results

Q1. Where do you live?



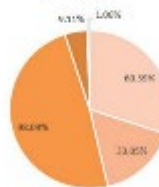
in the Grand Boulevard Planning Area
in the Grand Boulevard Planning Area
in the Grand Boulevard Planning Area
in the Grand Boulevard Planning Area

Q2. Where do you work?



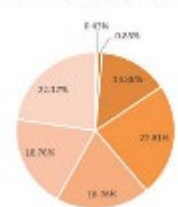
in the Grand Boulevard Planning Area
in the Grand Boulevard Planning Area
in the Grand Boulevard Planning Area
in the Grand Boulevard Planning Area

Q6. How do you travel within the study area?



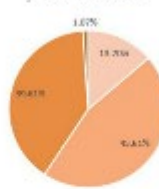
by car
by car
by car
by car
by car

Q22. What is your age?



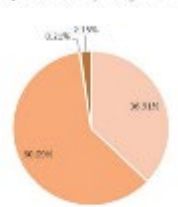
18-24
25-34
35-44
45-54
55-64
65+

Q23. How many people are in your household?



1 person
2 people
3 people
4+ people

Q24. What is your gender?



Male
Female

Community Meetings



Market Analysis

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



Strategic Conclusions, Considerations - Highlights

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

Complete Streets

What Are Complete Streets?

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



GATHERING SPACES

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

CROSSING VISIBILITY

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

BICYCLE ACCOMMODATIONS

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

EFFICIENCY

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

TRANSIT

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

WALKING

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

Summary Final Draft Study - Traffic

Long-Term Vision



1 ACCESS RESTRICTIONS	POTENTIAL SHORT-TERM IMPROVEMENTS	2 POTENTIAL 3RD AVE INTERSECTION EXTENSION NORTH	3 ENHANCED GREENWAY CROSSING	POTENTIAL LONG-TERM IMPROVEMENTS NORTH OF 33RD AVE	POTENTIAL IMPROVEMENTS SOUTH OF 33RD AVE
<p>FUNCTIONAL SAFETY ISLAND</p> <p>RAISED MEDIAN ART</p>	<p>Improve safety and livability with expanded bike lanes and enhanced pedestrian crossings. Reduce vehicle traffic to two through lanes and one center turn lane. Consider widening open street space, add tree planters, bike parking, and other pedestrian amenities.</p> <p>BUFFED BIKING LANE</p> <p>BOX PLANTERS</p> <p>BIKE STORAGE</p> <p>TRAFFIC CALMING</p>	<p>Possible intersection extension west and revised parking area to be coordinated with potential future revisions to Deerpark campus.</p> <p>ENHANCED PEDESTRIAN CROSSINGS</p> <p>RAISED FLASH BACK (RFB)</p>	<p>CYCLIST ACTIVATED RAISED FLASH BACK (RFB)</p>	<p>Improve safety and livability with address of sidewalks, landscape buffers, consolidated stormwater, pedestrian-scale lighting and other pedestrian amenities. Add stormwater planters where feasible.</p> <p>SEATING/LANDSCAPE</p> <p>LIGHTING</p> <p>GREENWALL LIGHTS</p> <p>WIDE SIDEWALK</p>	<p>Improve safety and livability with separated bike lanes. Reduce vehicle traffic to two through lanes and one center turn lane. Consider widening curb as is, providing mature trees.</p> <p>TRAFFIC CALMING</p> <p>BUFFERED BIKING LANES</p>

MAP LEGEND

Shared Lane
 Street
 Sidewalk
 Landscape Buffer

Tree Plant (existing)
 Tree (existing)
 Stormwater Planting
 Potential Median Art

Lighting (Pedestrian + Street)
 Crosswalk
 Enhanced Pedestrian Crossing (RFB)

Enhanced Bike Crossing (RFB)
 Separated Bike Lane
 Shared Roadway
 Transit Stop

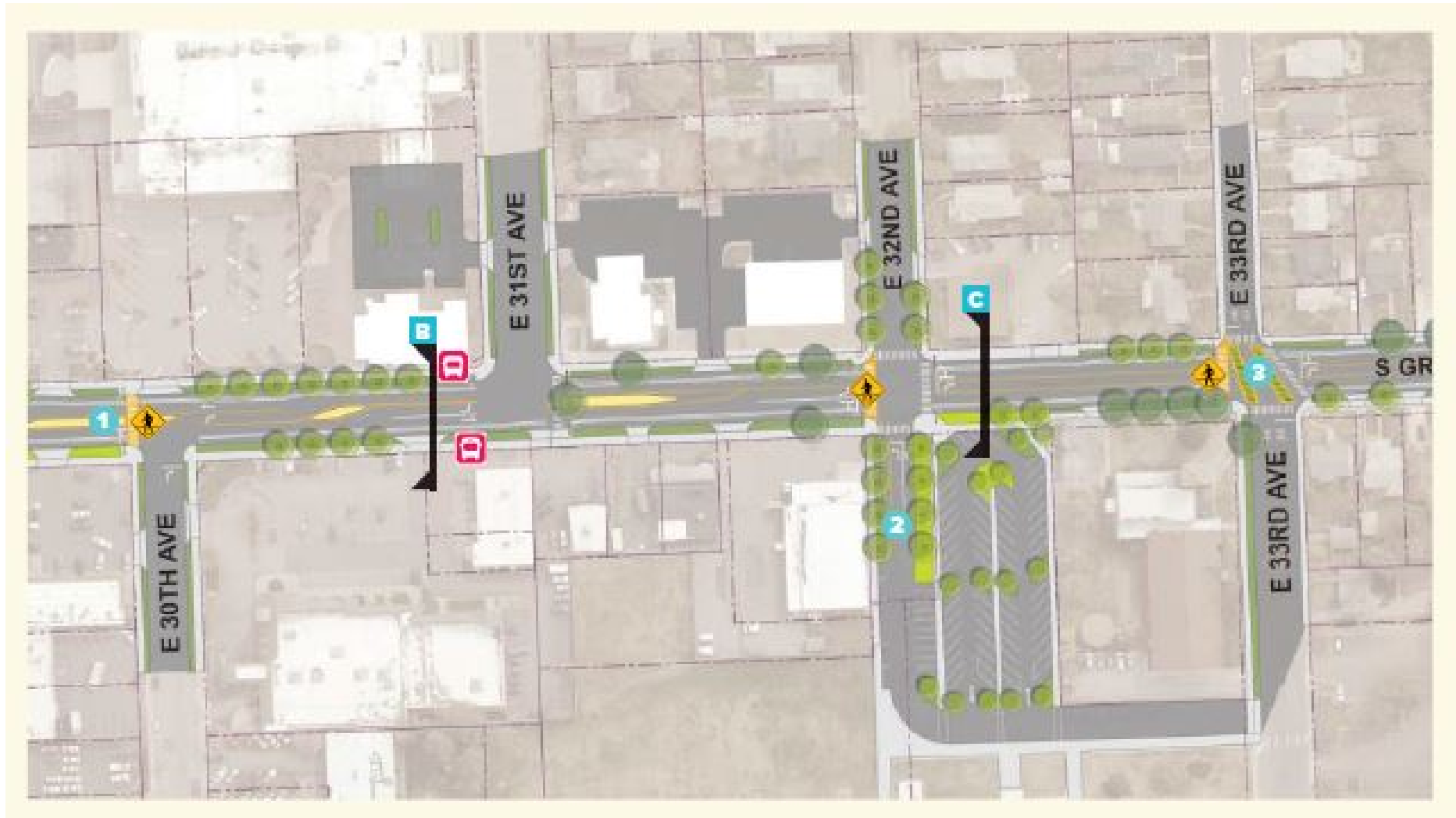
Typical Street Improvements, 29th-33rd (see pg. 28)
 Street Improvements Adjacent to Recent Development (see pg. 28)
 Street Improvements Adjacent to Potential Future Development (see pg. 28)
 Typical Street Improvements, 33rd-37th (see pg. 28)

0 20 40 60 80 100 feet

Long-Term Vision for Grand Boulevard in the Center

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

Intersection Highlights – future Sacajawea Junior High



Street Sections - Phasing



A SECTIONS



B SECTIONS

Thank you



Email

Melissa Wittstruck

mwittstruck@spokanecity.org

Inga Note

inote@spokanecity.org

Grand Blvd Transportation and Land Use Study Update

August 17, 2020 Public Participation Recap

Outreach and Progress Timeline

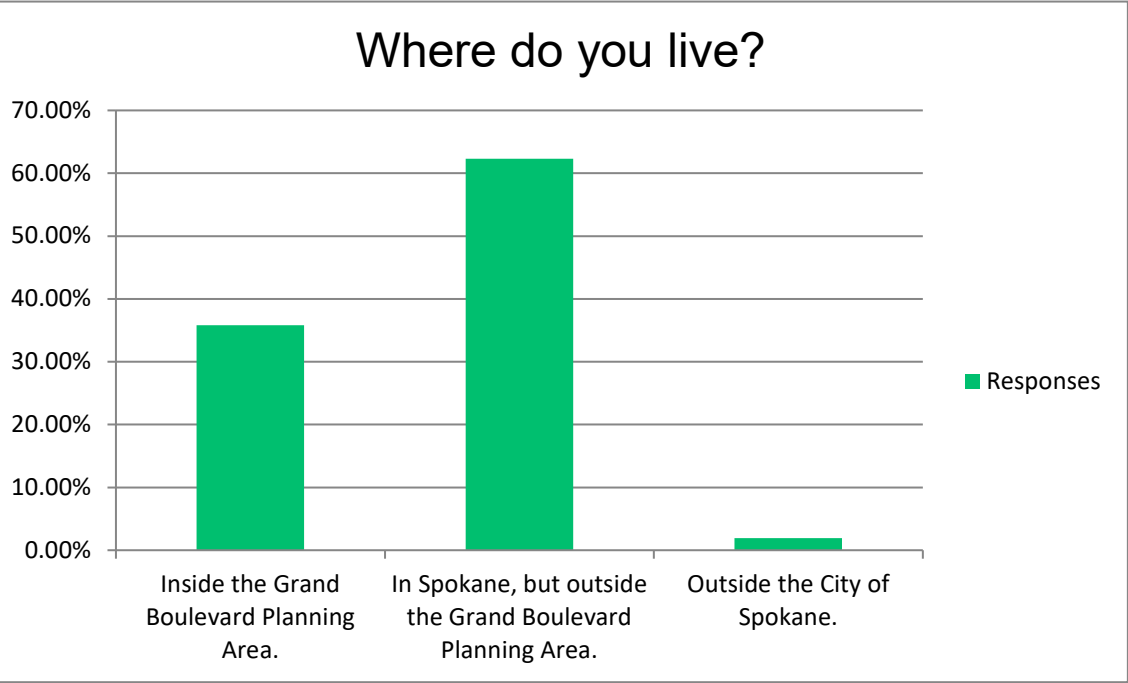
- Project Page & Updates beginning August 2019
- Comstock, Rockwood, and Manito-Cannon Hill Neighborhood Council Meeting Updates through February 2020 – Covid-19 shutdown.
- October 21-22 Community Meeting– includes 5-year collision data, map of participant feedback
 - Focus Interviews– Neighborhood Councils, area business owners, realtors, Spokane Public Schools
 - Walking tour and community meeting video posted on project page and blog
- Community Meeting info and feedback posted on project page
 - November 25, 2019 Blog Post and Video
 - November 25, 2019 Journal of Business article
- Email Distribution List +100 – survey link
- Survey Release December 12, 2019 – January 31, 2020
- USPS Mailing - +1200 Property and taxpayers (71 Returns)
- Email Contact with mailing list– survey link
- January 29 -Social media push for SurveyMonkey – survey closed January 31, 2020 with 475 responses
- February 26, 2020 Plan Commission Workshop
- February 27, 2020 - Second community meeting/design charrette
 - DKS Traffic Analysis Phase 1
 - MIG with early draft traffic concepts including bike/ped
 - LCG drafting market analysis
 - SurveyMonkey Results
 - Map/design exercise

- March 9 City Council Urban Experience Workshop
 - June 2020 – Release of Draft Grand Boulevard Transportation and Land Use Study
 - Notice of availability online project page update and email to 145 Interested persons distribution list
 - Final draft contents
 - Study summary and background
 - Market/Land Use Analysis - Strategies for Economic Development
 - Existing conditions -Strategies for trafficcalming, short and long-term
 - Comprehensive plan, 2014 South Hill Coalition, and Comstock Neighborhood Council Traffic Calming consistency
 - Appendices Market/Land Use Analysis and technical transportation analysis
- June 24 Plan Commission Workshop
 - Online project page update and email to Grand distribution list – Virtual workshop
- July 2 Community Assembly presentation - virtual
- July 8 Plan Commission hearing - virtual
 - Notice of Virtual Hearing in Spokesman-Review and email to Grand distribution list
- July 13 Urban Experience update
- July 16 update to online project page
- July 16 Presentation to Community Assembly Land Use Committee - virtual
- Email notice of City Council August 17 hearing on Resolution to Grand distribution list

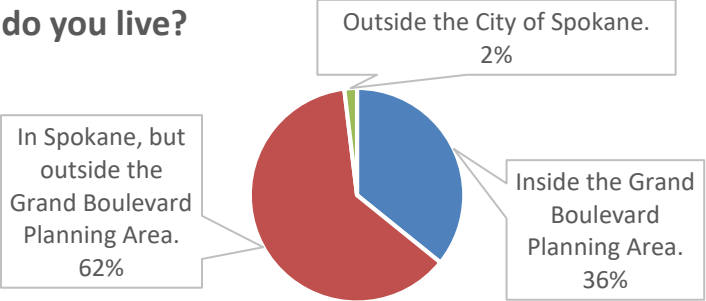
GRAND BOULEVARD PLANNING AREA SURVEY

Where do you live?

Answer Choices	Responses	
Inside the Grand Boulevard Planning Area.	35.81%	169
In Spokane, but outside the Grand Boulevard Planning Area.	62.29%	294
Outside the City of Spokane.	1.91%	9
	Answered	472
	Skipped	2



Where do you live?

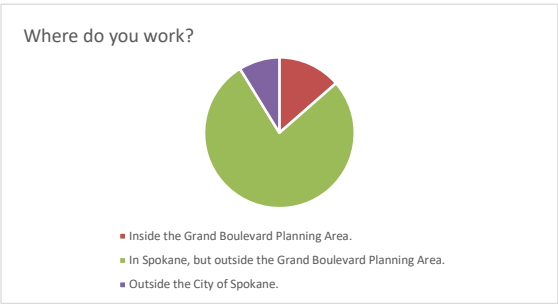
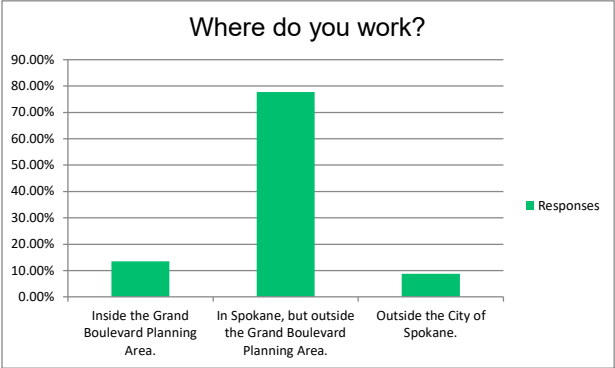


- Inside the Grand Boulevard Planning Area.
- In Spokane, but outside the Grand Boulevard Planning Area.
- Outside the City of Spokane.

GRAND BOULEVARD PLANNING AREA SURVEY

Where do you work?

Answer Choices	Responses	
Inside the Grand Boulevard Planning Area.	13.54%	60
In Spokane, but outside the Grand Boulevard Planning Area.	77.65%	344
Outside the City of Spokane.	8.80%	39
Answered		443
Skipped		31

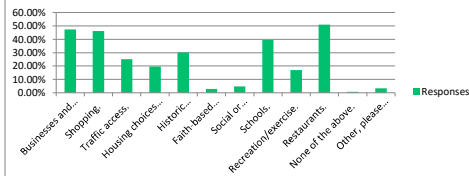


GRAND BOULEVARD PLANNING AREA SURVEY

What are the most important assets that the Grand Boulevard planning area currently offers? Please select up to three.

Answer Choices	Responses
Businesses and services.	47.26% 224
Shopping.	46.20% 219
Traffic access.	25.11% 119
Housing choices (single, multi-family, duplex, senior, etc.).	19.62% 93
Historic neighborhoods.	30.17% 143
Faith-based organizations.	2.74% 13
Social or community involvement.	4.64% 22
Schools.	39.45% 187
Recreation/exercise.	16.88% 80
Restaurants.	50.84% 241
None of the above.	0.63% 3
Other, please specify.	3.38% 16
Answered	474
Skipped	0

What are the most important assets that the Grand Boulevard planning area currently offers? Please select up to three.



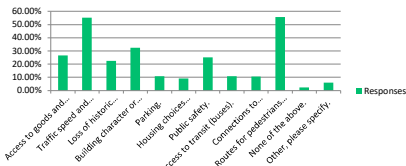
Respondents	Response Date	Other, please specify.	Tags
1	Jan 31 2020 0	Access to parks, especially Manito Park	
2	Jan 30 2020 0	Walkability	
3	Jan 30 2020 0	maintaining the neighborhood feel, cutting down traffic, putting a stop on any more business growth after the dentist office on 32nd & Grand	
4	Jan 29 2020 0	Athletic courts / gym space	
5	Jan 29 2020 0	Protecting and preserving the residential quality	
6	Jan 29 2020 0	Post office	
7	Jan 29 2020 0	post office, bank, paint supplies	
8	07:09 PM	This is one of the nicest areas in the city. I understand the need to update and renew the city but please don't let developers trash everything along Grand Blvd. so they can make more money. We don't need more ugly strip malls. Please keep it a high quality neighborhood first. Thank you.	
9	Jan 29 2020 0	Post Office	
10	Jan 29 2020 0	free parking	
11	Jan 29 2020 0	Businesses and services should include restaurants & shopping	
12	Jan 29 2020 0	Shopping and restaurants, We also have friends who live within the planning area. We enjoy more than 3!	
13	Jan 11 2020 1	Home	
14	Jan 04 2020 0	over congested/ traffic is like a freeway, and people drive fast	
15	Jan 04 2020 1	good living location	
16	Dec 12 2019 0	Intersection that can facilitate or hinder N-S and E-W movement on the South Hill	

GRAND BOULEVARD PLANNING AREA SURVEY

What are the most pressing issues in the Grand Boulevard Planning Area? Please select up to three.

Answer Choices	Responses	
Access to goods and services.	26.58%	126
Traffic speed and volume.	55.27%	262
Loss of historic features and landmarks.	22.57%	107
Building character or design.	32.49%	154
Parking.	10.76%	51
Housing choices (single, multi-family, duplex, senior, etc.).	9.07%	43
Public safety.	25.11%	119
Access to transit (buses).	10.76%	51
Connections to Downtown.	10.55%	50
Routes for pedestrians and cyclists.	55.70%	264
None of the above.	2.32%	11
Other, please specify.	5.91%	28
	Answered	474
	Skipped	0

What are the most pressing issues in the Grand Boulevard Planning Area? Please select up to three.

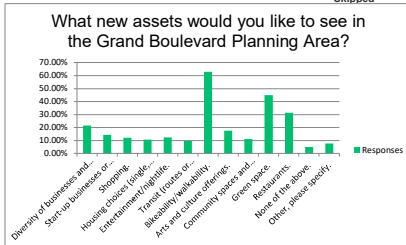


Respondents	Response Date	Other, please specify.	Tags
	1 Jan 31 2020 0	street character	
	2 Jan 31 2020 0	Safe street crossings during high traffic times	
	3 Jan 30 2020 1	I am happy with the current framework.	
	4 Jan 30 2020 1	Road condition	
	5 Jan 30 2020 0	disregarding the history of the neighborhoods and those who have watched the integrity of the neighborhood disintegrate	
	6 Jan 29 2020 0	Protection of the family and ability to live safely in the area	
	7 Jan 29 2020 0	It seems fine right now.	
	8 Jan 29 2020 0	I don't think there are issues	
	9 Jan 29 2020 0	Turning lanes and parking lot exits	
	10 Jan 29 2020 0	There are no issues with this area its low traffic most of the time. Why are you researching this area when there are many others that need help?	
	11 Jan 29 2020 0	Anytime there is a lane that disappears after an intersection people try and speed past the others in line to get ahead. If you're going to make a lane merge, then it should be a mandatory turn	
	12 Jan 29 2020 0	Need for Police to patrol for speeders and vandalism.	
	13 Jan 29 2020 0	I grew up on 33rd between Grand and Arthur. I am curious about the neighborhood.	
	14 Jan 15 2020 0	Improved street lighting	
	15 Jan 14 2020 1	inadequate parking around Manito Tap House, Verizon, etc	
	16 Jan 14 2020 1	Lane merge on Grand between 30th and 31st is dangerous due to location being adjacent to business driveways	
	17 Jan 12 2020 0	Keeping traffic volume on main streets (Grand) & off of residential streets	
	18 Jan 11 2020 0	Lack of street-facing businesses (too many strip malls)	
	19 Jan 10 2020 0	Preservation residential areas	
	20 Jan 08 2020 0	Grand should go back to being four lanes all the way to 37th.	
	21 Jan 06 2020 0	Lighting & visibility for pedestrians to cross east-west on grand at 33rd crosswalk	
	22 Jan 06 2020 0	Crosswalks on 29th	
	23 Jan 05 2020 1	Keeping it a decent area for existing families	
	24 Jan 04 2020 0	allowing bars into our neighborhoods is an outrage, especially when they are so close to schools. The people making these decisions definitely don't live here.	
	25 Dec 21 2019 0	Urban blight, concrete jungle, out of control drivers	
	26 Dec 18 2019 0	Don't put round about in, it's way to busy!	
	27 Dec 17 2019 0	Parklike feel that reflects neighborhood character and proximity to Manito Park.	
	28 Dec 16 2019 0	Increased traffic flow and decreased congestion and traffic calming.	

GRAND BOULEVARD PLANNING AREA SURVEY

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

Answer Choices	Responses	
Diversity of businesses and services.	21.52%	102
Start-up businesses or craft industries.	14.35%	68
Shopping.	12.24%	58
Housing choices (single, multi-family, duplex, senior, etc.).	10.76%	51
Entertainment/nightlife.	12.45%	59
Transit (routes or frequency).	9.70%	46
Bikeability/walkability.	62.87%	298
Arts and culture offerings.	17.51%	83
Community spaces and buildings.	11.18%	53
Green space.	44.94%	213
Restaurants.	31.43%	149
None of the above.	5.06%	24
Other, please specify.	7.81%	37
Answered		474
Skipped		0

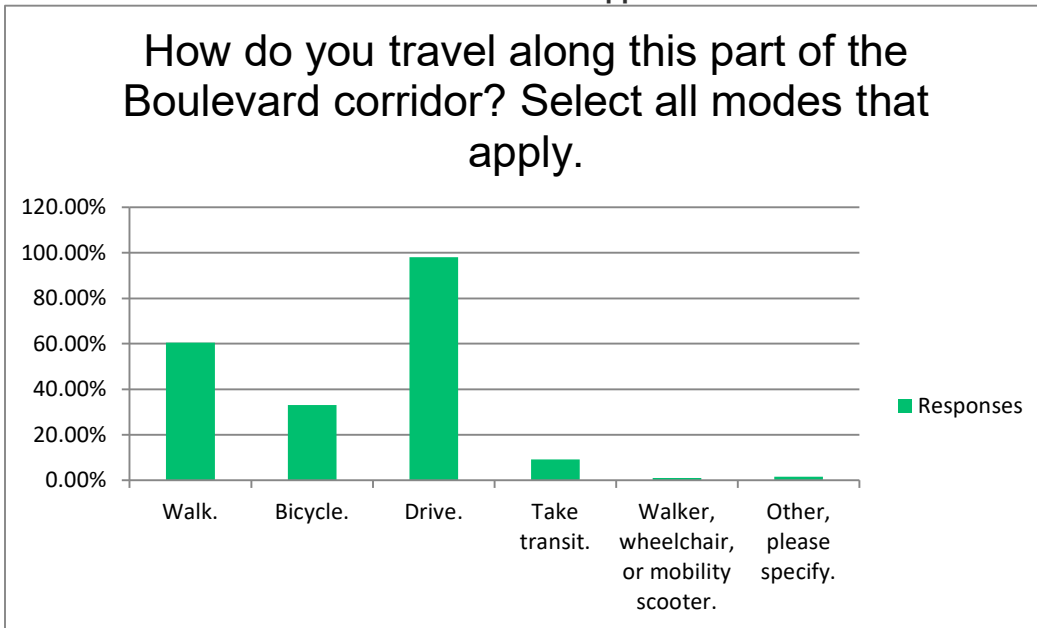


Respondents	Response Date	Other, please specify.	Tags
	1 Jan 31 2020	0: make the sidewalks we have walkable	
	2 Jan 30 2020	0: Food cart area that also has more permanent amenities, such as restrooms, reasonable parking, etc	
	3 Jan 30 2020	0: School speed zones enforced, better pedestrian crosswalks ie brighter flashing lights.	
	4 Jan 30 2020	0: Traffic calming - there are many children going to and from schools	
	5 Jan 30 2020	1: Better Parking Options	
	6 Jan 30 2020	0: LEAVE IT ALONE! This is NOT Seattle.	
	7 Jan 30 2020	0: District identity development	
	8 Jan 29 2020	0: It has a nice balance of amenities at the current time.	
	9 Jan 29 2020	0: Leave as it is	
	10 Jan 29 2020	0: Simple, Community-oriented fixtures in a green space: Ping pong tables, tennis court, small bandshell/amphitheater	
	11 Jan 29 2020	0: Dog park	
	12 Jan 29 2020	0: Leave it alone!	
	13 Jan 29 2020	0: Bikeability/walkability. Green space. Restaurants.	
	14 Jan 29 2020	0: more authoritative personal, crime appears to be increasing such as auto theft, prowlers, etc.	
	15 Jan 29 2020	0: Drop in day care??? There are A LOT of families in the area that would utilize.	
	16 Jan 29 2020	0: Keep it the way it is. We want a residential neighborhood.	
	17 Jan 29 2020	0: More parking for successful businesses near the Tap House	
	18 Jan 29 2020	0: Dog park. There isnt one for the south hill besides the one way up on 63rd	
	19 Jan 27 2020	0: new grocery store on grand and 37th	
	20 Jan 12 2020	0: safety for pedestrians/children/bikes	
	21 Jan 10 2020	0: I would like to all of these things with an emphasis on greener more sustainable transportation access. We need better bike safety and walkability along Grand Blvd.	
	22 Jan 10 2020	0: Bury overhead utility cables	
	23 Jan 09 2020	1: accessibility. We have a tanker that needs to be able access our store	
	24 Jan 09 2020	1: Traffic safety	
	25 Jan 07 2020	1: I'd like no changes	
	26 Jan 06 2020	0: Crosswalk with better lights or flashing lights to improve visibility to cars	
	27 Jan 06 2020	0: Crosswalks on 29th	
	28 Jan 06 2020	0: parking	
	29 Jan 05 2020	0: A grocery store at the corner of 37th and Grand Blvd	
	30 Jan 04 2020	0: safer means of turning left from business access	
	31 Jan 04 2020	0: This neighborhood is already a well developed area, go somewhere else to establish the "assets" (?) you want to shove in this area.	
	32 Jan 04 2020	0: Better sidewalks	
	33 Jan 04 2020	1: Pedestrian oriented development (see Comp Plan).	
	34 Jan 04 2020	1: Something viable done with the old grocery store	
	35 Dec 21 2019	0: Vastly improved visual and auditory (noise) quality	
	36 Dec 15 2019	0: slower speeds between 29th & 33rd. Crosswalk at 32nd from Post Office. Traffic often reluctant to stop for pedestrians at 32nd, and WTB is putting in a community facility there.	
	37 Dec 12 2019	0: safety for kids getting to and from schools	

GRAND BOULEVARD PLANNING AREA SURVEY

How do you travel along this part of the Boulevard corridor? Select all modes that apply.

Answer Choices	Responses	
Walk.	60.59%	286
Bicycle.	33.05%	156
Drive.	98.09%	463
Take transit.	9.11%	43
Walker, wheelchair, or mobility scooter.	1.06%	5
Other, please specify.	1.48%	7
Answered		472
Skipped		2

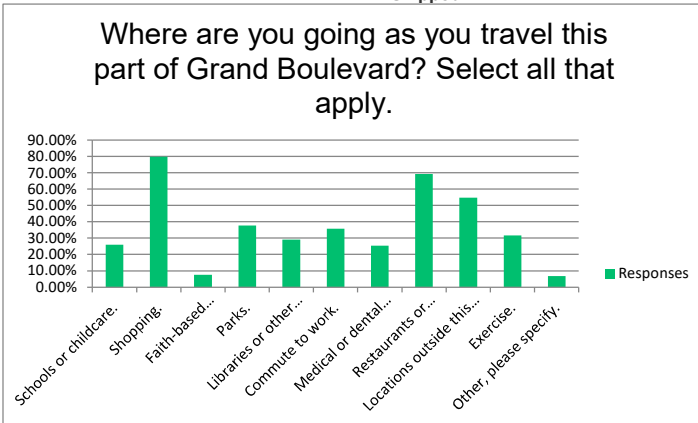


Respondents	Response Date	Other, please specify.	Tags
1	Jan 29 2020	0: Business deliveries to the post office.	
2	Jan 24 2020	0: Enforce speed zone!	
3	Jan 09 2020	0: Stroller with kids	
4	Jan 07 2020	0: Electric Scooter	
5	Jan 07 2020	1: Motorcycle and Scooter	
6	Jan 06 2020	1: Electric scooter	
7	Dec 18 2019	0: Lime scooter	

GRAND BOULEVARD PLANNING AREA SURVEY

Where are you going as you travel this part of Grand Boulevard? Select all that apply.

Answer Choices	Responses	
Schools or childcare.	26.00%	123
Shopping.	79.70%	377
Faith-based organizations.	7.61%	36
Parks.	37.63%	178
Libraries or other government facilities.	29.18%	138
Commute to work.	35.73%	169
Medical or dental offices.	25.37%	120
Restaurants or entertainment venues.	69.34%	328
Locations outside this planning area.	54.76%	259
Exercise.	31.71%	150
Other, please specify.	6.77%	32
Answered		473
Skipped		1



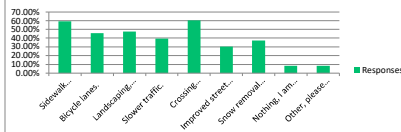
Respondents	Response Date	Other, please specify.	Tags
	1 Jan 30 2020	1 Friends' homes	
	2 Jan 30 2020	0 Friends' houses	
	3 Jan 30 2020	0 Recreation for kids - aikido and soccer. Post office.	
	4 Jan 30 2020	0 Home	
	5 Jan 29 2020	1 Home	
	6 Jan 29 2020	1 Post Office	
	7 Jan 29 2020	0 Safety for kids at sacajawea	
	8 Jan 29 2020	0 Visiting friends who live within the area.	
	9 Jan 29 2020	0 bank, paint store, post office	
	10 Jan 29 2020	0 Post office	
	11 Jan 29 2020	0 STCU	
	12 Jan 29 2020	0 Post Office	
	13 Jan 29 2020	0 Bank	
	14 Jan 29 2020	0 Downtown	
	15 Jan 29 2020	0 Post office	
	16 Jan 29 2020	0 I routinely travel the study area. It is part of my route home from areas as far as 57th and regal.	
	17 Jan 29 2020	0 Post office	
	18 Jan 29 2020	0 home	
	19 Jan 29 2020	0 Post Office	
	20 Jan 29 2020	0 Groceries	
	21 Jan 24 2020	0 Post Office, Auto Mechanic	
	22 Jan 22 2020	0 Our 12 year old children walk or bike alone this way to school at Sac	
	23 Jan 16 2020	1 Hot Yoga	
	24 Jan 12 2020	0 post office	
	25 Jan 04 2020	0 Take line 4 bus downtown to children's museum/other atteactions	
	26 Jan 04 2020	1 Home	
	27 Jan 04 2020	1 Visit friends and relatives	
	28 Jan 04 2020	1 I live here so drive here.	
	29 Dec 22 2019	C Hair dresser	
	30 Dec 19 2019	C Banks	
	31 Dec 16 2019	C Home	
	32 Dec 15 2019	C Post Office, WA Trust Bank	

GRAND BOULEVARD PLANNING AREA SURVEY

Please refer to the traffic study area (dashed outline) again on the map above. What types of changes would make you more likely to walk or bike? Select all that apply.

Answer Choices	Responses	
Sidewalk improvements (buffer from traffic, wider, etc.).	59.36%	279
Bicycle lanes.	45.74%	215
Landscaping, including vegetation.	47.45%	223
Slower traffic.	39.57%	186
Crossing improvements (crosswalks, flashing lights, etc.).	60.43%	284
Improved street lighting.	30.43%	143
Snow removal improvements for sidewalks and streets.	37.23%	175
Nothing, I am just traveling through the area.	8.30%	39
Other, please specify.	8.51%	40
	Answered	470
	Skipped	4

Please refer to the traffic study area (dashed outline) again on the map above. What types of changes would make you more likely to walk or bike? Select all that apply.



Respondents	Response Date	Other, please specify.	Tags
	1	Jan 31 2020 0: Extended transit opportunities	
	2	Jan 30 2020 0: Roundabouts	
	3	Jan 30 2020 0: Beautification ie vegetation as long as it is maintained regularly	
	4	Jan 30 2020 0: Separated bike lanes	
	5	Jan 30 2020 0: Improved SIDEWALK lighting, which is not street lighting.	
	6	Jan 30 2020 0: Lo	
	7	Jan 30 2020 0: Get rid of center turn lane - NO BIKE LANES	
	8	Jan 29 2020 1: Getting the people going to Sacajawea to stop driving like idiots that have to be first and maybe put in a right turn lane into the parking lot so they have to move over earlier	
	9	Jan 29 2020 0: The stop light at 37th & Grand was a much needed improvement. Now it's great!	
	10	Jan 29 2020 0: NO ROUNDABOUTS!!!	
	11	Jan 29 2020 0: center street parking up and down would not only slow traffic but there could be improved lighting and crossing improvements	
	12	Jan 29 2020 0: Hi	
	13	Jan 29 2020 0: Barrier protected bike lanes	
	14	Jan 29 2020 0: Nothing. I like things the way they are now.	
	15	Jan 29 2020 0: This particular area of grand is fine. A little congested when the old Jefferson is occupied but otherwise fine.	
	16	Jan 29 2020 0: The area noted seems to work well..only time trffic is bad is in am for shol drop off and pm for school pick up..	
	17	Jan 29 2020 0: I like it as it is!	
	18	Jan 29 2020 0: Improved traffic flow allowing for turning into/out of traffic.	
	19	Jan 29 2020 0: Smoother sidewalks but do not add the 'buffers'	
	20	Jan 29 2020 0: I would be really nice if the parking lot to business was easier to access and leave. Chase and Walgreens corner area is a nightmare to negotiate when traffic gets dense.	
	21	Jan 29 2020 0: Please leave it the way it is.	
	22	Jan 29 2020 0: I think you should leave alone.	
	23	Jan 29 2020 0: NO stormwater planting similar to S Monroe. Hideous! Like planters.	
	24	Jan 20 2020 0: Can't bikeyou fail to consider disabled or elderly!	
	25	Jan 19 2020 0: Make every day warm, sunny and wind free.	
	26	Jan 09 2020 1: Nothing. I don't want to ride a damn bike and I only walk with my dog around the block	
	27	Jan 06 2020 0: no problem using it as is. extend corridor to 37th	
	28	Jan 05 2020 1: I moved to this area for a reason. I'd prefer it didn't change.	
	29	Jan 05 2020 0: I am unable to walk that far	
	30	Jan 04 2020 0: Better handling of lane reduction in grand and 29th	
	31	Jan 04 2020 0: barrier from road to prevent slush/puddle splash while walking	
	32	Dec 21 2019 0: Primacy of pedestrian access and safety	
	33	Dec 20 2019 1: Make Grand 4 lanes	
	34	Dec 17 2019 1: Bicycle lanes and greenscraping	
	35	Dec 17 2019 1: Nothing, I'm traveling to destinations in the area via auto.	
	36	Dec 17 2019 0: Protected Bike Lanes and a roundabout at 29th	
	37	Dec 17 2019 0: better usability for the blind ie: at intersections like 29th and Grand	
	38	Dec 16 2019 0: Increased traffic flow, not slowing down traffic	
	39	Dec 13 2019 1: Bike infrastructure, as already approved by the south hill coalition neighborhood plan, to include a greenway on the 33rd ave	
	40	Dec 12 2019 0: Thoughtful integration of all forms of transportation through this zone	

GRAND BOULEVARD PLANNING AREA SURVEY

<https://imgur.com/kF77sB0.jpg>

Answered 296
Skipped 178

Respondents	Response Date	Responses	Tags
1	Jan 31 2020	1 Yes	
2	Jan 31 2020	0	Good
3	Jan 31 2020	0 seems like overkill	
4	Jan 31 2020	0 very well	
5	Jan 31 2020	0 alternate route greenway adjacent to Grand Blvd. would best serve bicycle traffic.	
6	Jan 31 2020	1 Very good fit	
7	Jan 31 2020	1 Very well	
8	Jan 31 2020	1 As long as it doesn't reduce the multiple lanes of traffic and impede flow, I think it would be beneficial.	
9	Jan 31 2020	1 These would be an excellent addition to the area, providing new options for bike-based travelers and calming auto traffic as well	
10	Jan 31 2020	1 Neutral	
11	Jan 31 2020	0 Great	
12	Jan 31 2020	0 Good fit	
13	Jan 31 2020	0 If the lanes were kept clean	
14	Jan 31 2020	0 No	
15	Jan 31 2020	0 If it doesn't destroy space now it could be good.	
16	Jan 30 2020	1 Not if it leads to narrower lanes and more congestion. Otherwise I like it a lot, especially near the schools.	
17	Jan 30 2020	1 Would be cool	
18	Jan 30 2020	1 Very good fit. We need dedicated bike lanes.	
19	Jan 30 2020	0 Yes	
20	Jan 30 2020	0 good	
21	Jan 30 2020	0 Well	
22	Jan 30 2020	0 great!	
23	Jan 30 2020	0 ONe on the Righ with diagrams	
24	Jan 30 2020	0 Yes please.	
25	Jan 30 2020	0 Looks doable	
26	Jan 30 2020	0 Slider not working (doesn't appear) I'd give it a Good Fit.	
27	Jan 30 2020	0 Separated bike lane to get to the westbound bike lane on 29th would be great.	
28	Jan 30 2020	0 It's beautiful, but not enough space with current road.	
29	Jan 30 2020	0 There is very limited space for this type of improvement in needed areas	
30	Jan 30 2020	0 A good fit	
31	Jan 30 2020	0 no	
32	Jan 30 2020	0 Makes it more congested, bad idea.	
33	Jan 30 2020	1 Very good fit	
34	Jan 30 2020	1 separated bike lanes would be great -- as long as they connected to lanes outside the study area	
35	Jan 30 2020	1 Bike lanes needed, good fit, can be incorporated into design features below	
36	Jan 30 2020	1 Not needed	
37	Jan 30 2020	1 They look safe but very ugly.	
38	Jan 30 2020	1 I don't like them unless you plan on widening street widths. I would not narrow existing street widths to accommodate bike lanes.	
39	Jan 30 2020	1 The problem is that there are limited routes through this neighborhood so if you reduce traffic you're going to congest this area, especially during snow events.	
40	Jan 30 2020	1 Sure, that sounds good.	
41	Jan 30 2020	1 Is there enough space for something like this?	
42	Jan 30 2020	0 YES! Making non-auto travel safer and more convenient is the best way to increase use of these facilities and reduce traffic counts.	
43	Jan 30 2020	0 This is car-hostile. Terrible idea.	
44	Jan 30 2020	0 Unless traffic speeds were reduced, I think you would see more Vehicle vs Ped/Cycle accidents.	
45	Jan 30 2020	0 Good fit	
46	Jan 30 2020	0 very well	
47	Jan 30 2020	0 I'm not sure there is enough space.	
48	Jan 30 2020	0 I like it, but where will you find the space?	
49	Jan 30 2020	0 Very well	
50	Jan 30 2020	0 NOT AT ALL	
51	Jan 30 2020	0 Uncertain. May be overkill.	
52	Jan 30 2020	0 I am unable to use the sliders. However anything that enhances walkability, bike ability, and safe neighborhood access is important. Also making public transit options more accessible	
53	Jan 30 2020	0 So so	
54	Jan 30 2020	0 Well, especially with youth commuting to school	
55	Jan 30 2020	0 Good fit	
56	Jan 30 2020	0 Superb solution.we are seeing more scooters too. This would calm car traffic too.	
57	Jan 29 2020	1 Does not fit area	
58	Jan 29 2020	1 Very well	
59	Jan 29 2020	1 fine as long as can cross traffic	
60	Jan 29 2020	1 Yes, bikes lanes would definitely be beneficial	
61	Jan 29 2020	1 Wonderful!	
62	Jan 29 2020	1 In theory good but I don't think there is enough room for bike lanes	
63	Jan 29 2020	1 Not well	
64	Jan 29 2020	0 Yes	
65	Jan 29 2020	0 Very well	
66	Jan 29 2020	0 Don't like the look of that	
67	Jan 29 2020	0 Not necessary	
68	Jan 29 2020	0 Meh.	
69	Jan 29 2020	0 Very Well	
70	Jan 29 2020	0 Not well.	
71	Jan 29 2020	0 Good	
72	Jan 29 2020	0 Plastic standpipes are knocked down much. Looks good.	
73	Jan 29 2020	0 I Like them	
74	Jan 29 2020	0 Not at all good	
75	Jan 29 2020	0 Well	
76	Jan 29 2020	0 It seems like too much space is being used	
77	Jan 29 2020	0 I do not like the bike lanes buffered from traffic and separated from pedestrians design features. I do not believe they will enhance nor improve the Grand Boulevard area. I think that	
78	Jan 29 2020	0 Well if there is room	
79	Jan 29 2020	0 No	
80	Jan 29 2020	0 Would require reduction on lanes. I think turn lanes are more important than bike lanes.	
81	Jan 29 2020	0 It would be nice but I think Grand is busy enough to need 4 lanes of car traffic.	
82	Jan 29 2020	0 Bike infrastructure would need to link to 57th and provide a route downtown. In isolation it wouldn't be worth it.	
83	Jan 29 2020	0 can't work the 'slider': bad idea_ would slow traffic	
84	Jan 29 2020	0 Ok	
85	Jan 29 2020	0 If it fits, that would be amazing	
86	Jan 29 2020	0 this fits	
87	Jan 29 2020	0 Somewhat	
88	Jan 29 2020	0 Would be wonderful!	
89	Jan 29 2020	0 Worthles. Hardly ever see a bike in that area.	
90	Jan 29 2020	0 Good	
91	Jan 29 2020	0 Bad	
92	Jan 29 2020	0 Very well	
93	Jan 29 2020	0 Yes, please	
94	Jan 29 2020	0 I won't ride my bike on streets with cars, even if there's a bike lane. So I like the separated bike lanes.	
95	Jan 29 2020	0 I don't like having the physical divider.	
96	Jan 29 2020	0 Bike lanes would be nice but is there room for a buffered area?	
97	Jan 29 2020	0 Love the idea. Not much space to do it.	
98	Jan 29 2020	0 So many kids walk and bike from there this seems like a great idea IF there's space for it.	
99	Jan 29 2020	0 Looks great, just worry about the space. Also fewer bikers in the winter, so an extended walking path may be a better fit (like the picture in #10)	
100	Jan 29 2020	0 Very Good	

101 Jan 29 2020 0 They don't fit well
102 Jan 29 2020 0 I think that is great!
103 Jan 29 2020 0 Suitable for area
104 Jan 29 2020 0 Only a bike lane with a physical buffer will be effective. Traffic is too chaotic and fast for an un-buffered bike land.
105 Jan 29 2020 0 Well
106 Jan 29 2020 0 They would be a good fit
107 Jan 29 2020 0 NO
108 Jan 29 2020 0 minimal impact
109 Jan 29 2020 0 Would these be on both sides of the street? Otherwise bicyclists will be in the pedestrian lane
110 Jan 29 2020 0 Very well!!
111 Jan 29 2020 0 I think that's a GREAT idea. Should be all over the south hill.
112 Jan 29 2020 0 Not at all
113 Jan 29 2020 0 I dont think it should be separated biker already ride in the street at is.
114 Jan 29 2020 0 Okay
115 Jan 29 2020 0 Great fit
116 Jan 29 2020 0 Not at all. Too much traffic and this will slow it down even more.
117 Jan 29 2020 0 Like
118 Jan 29 2020 0 Buffered would help ped and bike safety
119 Jan 29 2020 0 Good fit
120 Jan 29 2020 0 I think it could fit and I'd like to see it, providing there is enough space.
121 Jan 29 2020 0 Neutral
122 Jan 29 2020 0 Not a good fit
123 Jan 29 2020 0 I know we are not to care about cars any more but I don't care about the danm bicycles mainly because they couldn't care less about me a
124 Jan 29 2020 0 designated/deliniated bike lane is sufficient does not need to be seperated
125 Jan 29 2020 0 Good Fit - for middle school children to ride bikes
126 Jan 29 2020 0 not well
127 Jan 29 2020 0 Yes! Let's add protected bike lanes!
128 Jan 29 2020 1 buffered bike kave to 29th. After th the street narrows too much to continue on Grand.
129 Jan 29 2020 0 Would love to see these!
130 Jan 29 2020 0 I think this would be great.
131 Jan 28 2020 0 Good fit
132 Jan 28 2020 0 Would be nice if enough room.
133 Jan 28 2020 0 Great idea
134 Jan 24 2020 0 Would improve walkability and sense of community.
135 Jan 24 2020 0 Very well
136 Jan 24 2020 0 Promising fit.
137 Jan 23 2020 0 very well
138 Jan 23 2020 0 Yes
139 Jan 23 2020 1 Not well. Most streets too narrow.
140 Jan 22 2020 0 not necessary
141 Jan 20 2020 0 I don't see much bikes on Grand, but when I do YIKES. It would be great if bike lanes like the one of the left were available along ALL of grand, but I think separating bike lanes in the
142 Jan 20 2020 0 Good fit
143 Jan 20 2020 1 Great
144 Jan 20 2020 0 Good fit
145 Jan 20 2020 0 Very poor
146 Jan 20 2020 0 Neutral
147 Jan 19 2020 0 Snow plowing?
148 Jan 19 2020 0 Very well
149 Jan 19 2020 0 Exceptionally well
150 Jan 19 2020 0 I think these would be a good improvement if they can be incorporated efficiently
151 Jan 19 2020 0 Should be mandatory.
152 Jan 18 2020 0 good
153 Jan 17 2020 0 Great idea!
154 Jan 16 2020 0 If there is room I think they'd be great. But due to the hill, I'm guessing pedestrians would benefit more from upgrades than cyclists.
155 Jan 16 2020 1 Yes, those look great and would be safe for the Middle School Students.
156 Jan 16 2020 0 I think grand blvd is too small to do bike lanes
157 Jan 15 2020 0 That would be nice
158 Jan 15 2020 0 There is already enough travel in this area with the schools, I think it would be dangerous to encourage more biking in the area.
159 Jan 15 2020 0 Good
160 Jan 15 2020 1 It would make the blvd too narrow
161 Jan 15 2020 1 too narrow
162 Jan 14 2020 1 Good Fit
163 Jan 13 2020 0 It would be a pretty good feature to have
164 Jan 13 2020 0 -
165 Jan 13 2020 0 Can't see any image!
166 Jan 12 2020 0 I think buffered bike lanes from traffic would be great!
167 Jan 12 2020 0 Great fit
168 Jan 12 2020 0 not good
169 Jan 12 2020 0 so much turning traffic would make this hard
170 Jan 12 2020 0 Poor fit
171 Jan 12 2020 1 would be good
172 Jan 11 2020 0 Great love it
173 Jan 11 2020 0 Good fit
174 Jan 11 2020 0 Too wide
175 Jan 11 2020 1 YESSSSS!!!
176 Jan 11 2020 1 Love it!
177 Jan 11 2020 0 Yes
178 Jan 11 2020 1 For future families and children, historically and presently this corridor has never been safe to navigate on foot or bike. Separated bike lanes would create a safe buffer from growing traffic problems.
179 Jan 10 2020 0 This would be a great idea.
180 Jan 10 2020 0 Yes, please!
181 Jan 10 2020 0 Only if continued north on Grand
182 Jan 10 2020 0 There is not adequate room for this. Just slow the traffic
183 Jan 09 2020 0 Good
184 Jan 09 2020 0 Like them!
185 Jan 09 2020 0 Good fit
186 Jan 09 2020 1 not well
187 Jan 09 2020 1 Bike riders don't pay car tab fees. They should have no say. We don't need bike lanes. Get rid of those stupid lime bikes and scooters. They are dangerous.
188 Jan 09 2020 1 GOOD
189 Jan 08 2020 0 I like this idea and any idea that allows for traffic to slow down and allows for pedestrian safety
190 Jan 08 2020 0 Not unless they plan on making it wider!
191 Jan 08 2020 0 Not well! Not enough space
192 Jan 08 2020 1 only moderately
193 Jan 08 2020 1 Looks like a waste of time and money.
194 Jan 08 2020 0 it's too big, would encroach on homes
195 Jan 08 2020 0 creates parking problem!!
196 Jan 07 2020 0 Perhaps very we'll if space allows
197 Jan 07 2020 0 Yes! These would be a great addition. Great fit.
198 Jan 07 2020 0 They'd be great if there was room for them. Wouldn't want them to impact number of traffic lanes.
199 Jan 07 2020 0 Is there enough space for this?
200 Jan 07 2020 0 Like it but is there enough room on the Boulevard?
201 Jan 07 2020 0 Good idea, but where would they fit?
202 Jan 07 2020 1 Currently bikes use the sidewalk because traffic is fast which puts pedestrians at risk. The crosswalk at 33rd has little visibility and cars are reluctant to stop because of their speed.
203 Jan 07 2020 1 No. Bad idea
204 Jan 07 2020 1 Nice!
205 Jan 07 2020 1 Looks great!
206 Jan 07 2020 0 Good
207 Jan 06 2020 0 Worth considering if it does not impact effective snow removal

208 Jan 06 2020 0 That would be a nice feature, i like the one on the right
 209 Jan 06 2020 0 Not well
 210 Jan 06 2020 0 They would be great
 211 Jan 06 2020 0 Not needed.
 212 Jan 06 2020 0 n
 213 Jan 06 2020 0 bad fit. can currently use side streets
 214 Jan 06 2020 1 too much trouble & expense
 215 Jan 06 2020 1 Bad fit
 216 Jan 06 2020 1 Very well. Good idea.
 217 Jan 06 2020 1 No, need to keep multiple lanes. Spokane knows cycle laws already.
 218 Jan 06 2020 0 Very well.
 219 Jan 06 2020 0 think this would be great
 220 Jan 05 2020 1 Indifferent
 221 Jan 05 2020 0 No
 222 Jan 05 2020 0 Not separated bike lanes Too much space used up.
 223 Jan 05 2020 0 Not enough room
 224 Jan 05 2020 0 I like this idea!
 225 Jan 05 2020 0 Ok
 226 Jan 05 2020 1 It would be a good change
 227 Jan 05 2020 0 ,this is good if you don't narrow the traffic area and flow
 228 Jan 05 2020 0 Bad idea
 229 Jan 04 2020 0 Good fit
 230 Jan 04 2020 0 Not sure they would improve the traffic situation considering how tight the roads are currently
 231 Jan 04 2020 0 Ok
 232 Jan 04 2020 0 Yes
 233 Jan 04 2020 0 no , make it look like Monroe to huckleberries more narrow?
 234 Jan 04 2020 0 Possibly, but appears too aggressive change considering the size of our
 235 Jan 04 2020 0 not necessary
 236 Jan 04 2020 0 Well. (Shouldn't this be a Likert scale?)
 237 Jan 04 2020 0 Takes up too much space
 238 Jan 04 2020 0 just improve and widen the sidewalks
 239 Jan 04 2020 0 these would be nice
 240 Jan 04 2020 0 yes
 241 Jan 04 2020 0 This would likely be confusing considering the proximity of the schools and how many young children would use the pathways.
 242 Jan 04 2020 0 not well
 243 Jan 04 2020 0 Not very well wouldn't fit with the area
 244 Jan 04 2020 0 Well
 245 Jan 04 2020 0 Yes
 246 Jan 04 2020 0 Fit it very well
 247 Jan 04 2020 0 Bike lines would be okay since it's only 1 lane
 248 Jan 04 2020 0 Good fit
 249 Jan 04 2020 0 They would be very helpful but might be hard to fit into the area.
 250 Jan 04 2020 1 Not needed
 251 Jan 04 2020 1 Good idea
 252 Jan 04 2020 1 Not a good fit
 253 Jan 04 2020 1 Grand is a truck route and very busy. Concerned for cut/through traffic. Alternate option is Arther.
 254 Jan 04 2020 1 I like both with higher like on left
 255 Jan 04 2020 1 Afraid they would add to congestion. I don't see many bikes on Grand.
 256 Jan 04 2020 1 No
 257 Jan 04 2020 0 Very well
 258 Jan 02 2020 0 not a good fit
 259 Dec 28 2019 C Very well
 260 Dec 28 2019 C Great
 261 Dec 24 2019 C Right now the street is too narrow, so these would not fit.
 262 Dec 24 2019 1 I always appreciate well-marked, safe bike lanes
 263 Dec 23 2019 C Protected bike lanes are a must to make our roads safe for all citizens to use.
 264 Dec 23 2019 1 no. Can't do snow removal.
 265 Dec 22 2019 C Yes pls
 266 Dec 21 2019 C YES!
 267 Dec 20 2019 1 good idea, but Grand would have to be wider
 268 Dec 20 2019 C bad fit
 269 Dec 19 2019 C Neutral
 270 Dec 19 2019 C Not well, too much debris gets into protected bike lanes and they need to be cleaned out
 271 Dec 19 2019 C Very well
 272 Dec 19 2019 C Just so bikes and pedestrians do NOT share same pavement. The little sign on the right is cute, but too small to be effective.
 273 Dec 18 2019 C Not at all!
 274 Dec 18 2019 C No, this will enrage vehicles traveling through.
 275 Dec 18 2019 C Not well!
 276 Dec 17 2019 1 Not room for this
 277 Dec 17 2019 1 Fine
 278 Dec 17 2019 1 Yes
 279 Dec 17 2019 C Potentially
 280 Dec 17 2019 C good fit
 281 Dec 17 2019 C Good fit
 282 Dec 17 2019 1 Not at all
 283 Dec 17 2019 C Yes, yes yes,
 284 Dec 16 2019 C Horrible
 285 Dec 16 2019 C Depends on rest of bike network.
 286 Dec 16 2019 C Prefer the left image
 287 Dec 16 2019 C Well
 288 Dec 16 2019 C Neutral
 289 Dec 16 2019 C I think one-lane bike lane is sufficient and doesn't necessarily need to be buffered
 290 Dec 16 2019 C Not well
 291 Dec 16 2019 C Very well! But design the bike lanes to be protected from traffic, not just buffered
 292 Dec 16 2019 C Unless these are carried all the way down Grand, or to another bike corridor, it would not be worthwhile
 293 Dec 15 2019 C Not so good as I favor 2 lanes of traffic north & south plus the turn lanes at 32nd & 31st
 294 Dec 13 2019 1 Please please please include these, cycling infrastructure is already in the neighborhood plan and this would be fantastic
 295 Dec 12 2019 C I like the idea but there is not room
 296 Dec 12 2019 C I am used to cycling with vehicular traffic, but I am not opposed to lanes for cycling that take priority over vehicles and pedestrians

Do you have any "big ideas" for this part of Grand Boulevard or the wider Planning Area, or is there anything else you would like to say about the area and its future?

Answered	226
Skipped	749

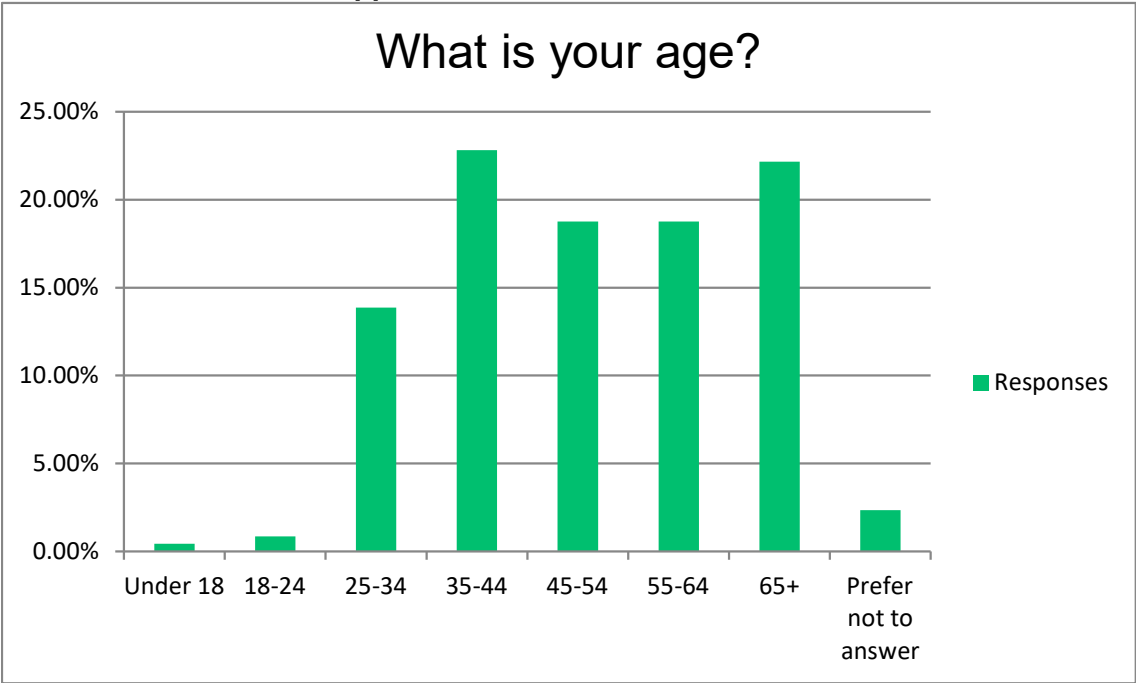
Respondents Response Date Responses Tags

203 Dec 18 2019 / Wider street, people are just trying to drive to downtown or go to the restaurant/shopping!
204 Dec 18 2019 / I very specifically would like to see the widening of the existing street island - i.e. along with the other broad/vegetated islands on Grand and 20th, are some of the few remaining in
205 Dec 17 2019 / Needs to be easier to enter/exit Grand from in front of big hotel area. When busy - you can't cross. Pedestrians need crossing path at this area also. Bikes need removed to
206 Dec 17 2019 / No
207 Dec 17 2019 / More trees, safety features including lighting, accessibility and perhaps a wider feature inside of a lot/parking at 30th Ave. to avoid high speed traffic.
208 Dec 17 2019 / PLEASE put in a crosswalk at 30th and Grand so it is safe to cross Grand to get to the businesses there
209 Dec 17 2019 / The built character should take design cues from Marston Park, the site's history, and the surrounding neighborhoods. Would love to see a sample or palette book and feel with a focus on bike/pedestrian safety and comfort. Auto traffic, especially before the schools, should be encouraged to stay on Grand and not dispersed into surrounding residential areas.
210 Dec 17 2019 / I just have concerns with all of the "bikes" listed above for this specific traffic study area that improvements and specific changes MAY drive traffic out into the neighborhood
211 Dec 17 2019 / No
212 Dec 17 2019 / No
213 Dec 17 2019 / I love being in this area because I can walk to church, grocery store, restaurants, library, post office. I walk in the street at night often (along 30th), because I know the sidewalks
214 Dec 17 2019 / Area needs a roundabout at 30th and Grand with protected bike lane
215 Dec 16 2019 / We have no good routes through south hill. I suggest good development ideas that consider keeping traffic flowing. We don't want another retail area where the city poorly planned
216 Dec 16 2019 / Expand multifamily use exemption to Grand District center.
217 Dec 16 2019 / Re more commercial buildings, use the empty ones that are already vacant. Bring the houses down so local businesses can afford to lease. Keep businesses local and add more
218 Dec 16 2019 / Sidewalks for sure
219 Dec 16 2019 / No
220 Dec 16 2019 / I would like a an easier crossing or walking bridges connecting the retail/shops/restaurants on the west and east side of Grand at 30th Ave.
221 Dec 16 2019 / No
222 Dec 16 2019 / I assess this area by bicycle frequently and my kids bike to nearby schools. The "10" feature of the survey didn't work for the bicycle infrastructure question so please don't let this
223 Dec 16 2019 / Safe, physically-protected cycling facilities (or robust neighborhood greenways) would be great, but make sure there's a safe, comfortable connection to downtown and other
224 Dec 15 2019 / Please don't do to Grand what was done to 20th, in making it 3 lanes with middle turn lane. It worked on 20th as road from High Drive East to Pittsburgh-until then, it was better.
225 Dec 13 2019 / Density is density, we don't want this to just be a drive through neighborhood. Build for bikes, pedestrians, dense housing and the neighborhood will thrive!
226 Dec 12 2019 / I think with residential streets and multiple schools safety of kids should be the first priority, housing density that will bring more traffic to the area is a hurdle B.

GRAND BOULEVARD PLANNING AREA SURVEY

What is your age?

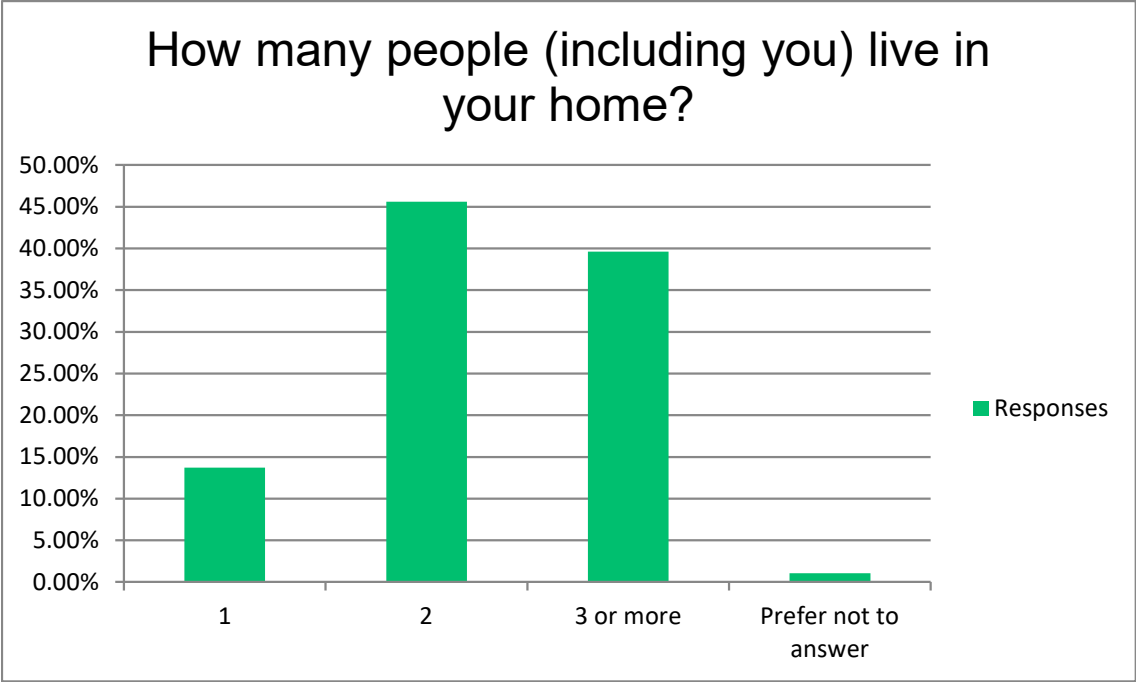
Answer Choices	Responses	
Under 18	0.43%	2
18-24	0.85%	4
25-34	13.86%	65
35-44	22.81%	107
45-54	18.76%	88
55-64	18.76%	88
65+	22.17%	104
Prefer not to answer	2.35%	11
Answered		469
Skipped		5



GRAND BOULEVARD PLANNING AREA SURVEY

How many people (including you) live in your home?

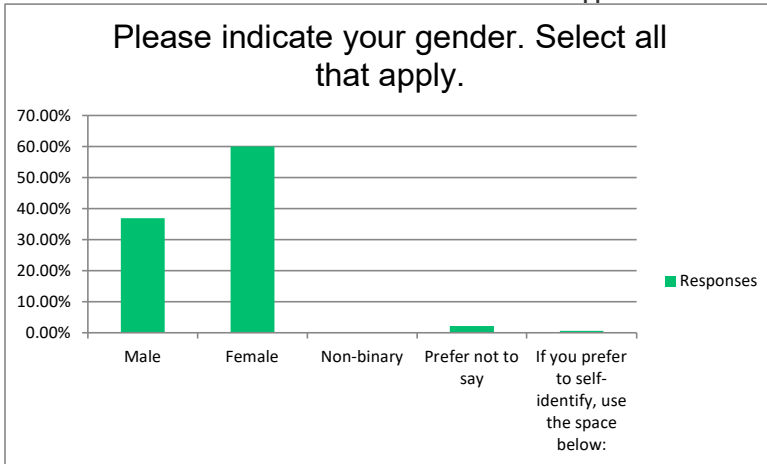
Answer Choices	Responses	
1	13.70%	64
2	45.61%	213
3 or more	39.61%	185
Prefer not to answer	1.07%	5
Answered		467
Skipped		7



GRAND BOULEVARD PLANNING AREA SURVEY

Please indicate your gender. Select all that apply.

Answer Choices	Responses
Male	36.91% 172
Female	60.09% 280
Non-binary	0.21% 1
Prefer not to say	2.15% 10
If you prefer to self- identify, use the space below:	0.64% 3
Answered	466
Skipped	8



Respondents	Response Date	If you prefer to self- identify, use the space below:	Tags
	1 Jan 30 2020 0	Genderqueer	
	2 Jan 29 2020 0	BS	
	3 Dec 16 2019 0	Male married to a female.	

GRAND BOULEVARD PLANNING AREA SURVEY

Many people think of themselves as belonging to a particular ethnic or racial group. How do you identify yourself? Select all that apply.

Answer Choices	Responses	
Caucasian/White (not Hispanic)	82.83%	386
African American or Black	0.21%	1
Hispanic or Latino	2.79%	13
Asian	2.36%	11
Native American or Alaska Native	0.64%	3
Native Hawaiian or Pacific Islander	0.21%	1
Prefer not to say	11.16%	52
If you prefer to self- identify, use the space below:	2.58%	12
Answered		466
Skipped		8



Respondents	Response Date	If you prefer to self- identify, use the space below:	Tags
1	Jan 29 2020 0:	Iranian	
2	Jan 29 2020 0:	Eurasian	
3	Jan 29 2020 0:	BS	
4	Jan 24 2020 0:	Human group	
5	Jan 19 2020 0:	Euro-American	
6	Jan 19 2020 0:	American	
7	Jan 12 2020 0:	Human	
8	Jan 11 2020 1:	Jewish	
9	Jan 09 2020 0:	American-Italian	
10	Jan 07 2020 0:	jewish	
11	Jan 04 2020 1:	Gail Prosser	
12	Dec 16 2019 0:	We are all a wonderful blend of the world people	

From: [Thomas Hix](#)
To: [Wittstruck, Melissa](#)
Subject: Re: FW: Re: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop
Date: Tuesday, June 23, 2020 1:02:26 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I will put it on the calendar

On Tue, Jun 23, 2020 at 11:37 AM Wittstruck, Melissa <mwittstruck@spokanecity.org> wrote:

Hello Tom,

David Wright gave me your contact information for Manito Shopping Center participation in the Grand Boulevard Land Use & Transportation Center Study. I have contacted the property owners and Steve Pohl via email as well. I know Dave was retiring as the City moved into this Study and just want to make sure there is continuity on communication. Please let me know if you have questions, or if there is another contact I should be working with. Here is the text of the email I sent to him:

Grand Boulevard Transportation & Land Use Study Plan Commission Workshop – June 24. The draft study is online here, with updated information:

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

The Plan Commission agenda is attached to this email. Times are approximate, as we all get used to online meetings.

You are receiving this email because you requested updates on the Grand Boulevard Transportation and Land Use Study.

Please feel free to share this with your friends and neighbors!

June 24 – Plan Commission Workshop – Webex Virtual connection.
[//static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf](https://static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf)

Please see attached agenda information for more online and telephone connections information to the meeting.

The release of the draft study was delayed a few months by the COVID-19 pandemic as our community adjusted to new and different conditions – as we continue to.

Plan Commission will review the Draft Study at a workshop on June 24, 2020. If you are on the email list you will receive the workshop notice and agenda, as well as the link to the virtual meeting to listen in. If you are not sure you are on the distribution list, or would like to be added, please email Melissa Wittstruck, project co-lead, at mwittstruck@spokanecity.org.

Thank you to everyone who has participated in the Grand Boulevard Transportation and Land Use Study. Your comments and participation at workshops and Open Houses has been key to developing this Study. Although no projects are currently funded for implementation, this study will function as a platform for future work in the Grand District Center.

Next steps include an anticipated Plan Commission hearing July 8 to be followed by a recommendation for City Council hearing. Your comments, concerns, issues, the places you feel are important and valued, and what you hope to see in the future are all very important for both Plan Commission, and eventually, City Council to hear. Please continue to email your feedback and questions, or let us know if you would like to be added to the email distribution list for upcoming notices of meetings.

Sign up for emails, or check back for further updates soon!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: David Wright <dwright@naiblack.com>

Sent: Monday, June 22, 2020 4:37 PM

To: Wittstruck, Melissa <mwittstruck@spokanecity.org>

Subject: Retirement Re: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi,

I am now happily retired! Please call Tom Hix at 509-622-3502 or email at [H](#)

Thank you

--



David B. Wright, CPM

Associate Vice President - Commercial Division

Black Realty Management, Inc.

an NAI Black company

801 W. Riverside Avenue, Suite 300

Spokane, WA 99201

Phone: 509-622-3505

Fax: 509-622-3500

dwright@naiblack.com

[Washington Agency Disclosure Form](#)

[Idaho Agency Disclosure Form](#)

From: [Wittstruck, Melissa](#)
To: [Elaine Snouwaert](#)
Cc: [Note, Inga](#)
Subject: RE: Grand Blvd Residential cut through traffic - June 24 Grand Boulevard Transportation & Land Use Study PlanCommission Workshop
Date: Wednesday, June 24, 2020 1:01:06 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good Afternoon Elaine,

Thank you for reaching out with your feedback. First, I will include your comments to Plan Commission for their workshop and for the public record. The Study noted the safety and difficulty non-motorized users had with the intersections on Grand. It recommends rapid flashing beacons at several locations for crossings. Residential cut through traffic is recurring problem in several neighborhoods, and a general lack of driver knowledge regarding uncontrolled intersections makes it more problematic. The alternatives evaluated for Grand do not directly address the concerns you have, however, I am making sure they are included in the comments. I have also cc'd Inga Note, the Transportation Engineer for this Study. Your feedback is appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,
Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Elaine Snouwaert <lainey28@earthlink.net>
Sent: Tuesday, June 23, 2020 10:40 PM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: RE: June 24 Grand Boulevard Transportation & Land Use Study PlanCommission Workshop

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Melissa,

Will there be additional opportunities to submit comments on the Grand Blvd Plan? I am all for reducing lanes on Grand and making it better for pedestrian crossings. However, I'm concerned if

northbound turns onto 30th Ave (westbound) are still allowed, it will result in funneling traffic into the residential neighborhoods to avoid waiting at the light. We live on 31st Ave and we have a high volume of traffic for the number of homes along it and often these vehicles are traveling at excessive speeds suggesting they aren't driving like neighbors. We have observed that people turn onto 30th and then onto 31st and cut through to Division or Bernard. We have lived here for 22 years and it has gotten much worse which we correlate to the increased development on Moran Prairie. We suspect this behavior is due to an avoidance of the wait at the traffic light at 29th. Also evidence that the cut through traffic isn't local comes from our observations during Stay Home Stay Healthy. During this time very few cars traveled our street. Since those who live on it still would have been making their essential trips, it is safe to reason that the increase since Phase 2 is a result of non-local trips. These cut through drivers are dangerous to children and pets on these streets and we've had several accidents at 31st/Tekoa and 31st/Division (both uncontrolled intersections that people fail to yield at) over the past 10 years. I suspect cars also turn onto 30th from southbound Grand but the reasoning of this doesn't seem as apparent.

Any plan and update needs to ensure that we keep the majority of traffic on arterials and off of residential streets with uncontrolled intersections. When 29th Ave was under construction we had a steady stream of traffic down our street until our calls to the City's traffic engineers resulted in a closure sign at 31st and Bernard to direct traffic to 37th Ave. We know people will take the shortest unobstructed route rather than the correct route.

Thank you for your consideration and communications about this project.

Elaine Snouwaert

27 E. 31st Ave

Sent from [Mail](#) for Windows 10

From: [Wittstruck, Melissa](#)

Sent: Monday, June 22, 2020 4:37 PM

Subject: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop

Grand Boulevard Transportation & Land Use Study Plan Commission Workshop – June 24. The draft study is online here, with updated information:
<https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>

The Plan Commission agenda is attached to this email. Times are approximate, as we all get used to online meetings.

You are receiving this email because you requested updates on the Grand Boulevard Transportation and Land Use Study.
Please feel free to share this with your friends and neighbors!

June 24 – Plan Commission Workshop – Webex Virtual connection.
[//static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf](https://static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf)

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Next steps include an anticipated Plan Commission hearing July 8 to be followed by a recommendation for City Council hearing. Your comments, concerns, issues, the places you feel are important and valued, and what you hope to see in the future are all very important for both Plan Commission, and eventually, City Council to hear. Please continue to email your feedback and questions, or let us know if you would like to be added to the email distribution list for upcoming notices of meetings. Sign up for emails, or check back for further updates soon!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Cody Coombs](#)
Subject: RE: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop
Date: Tuesday, June 23, 2020 10:12:07 AM

Hello Cody,

The questions around funding are appreciated. The Study and traffic analysis are a critical first step to any future projects. In normal years, the progression would be to prioritization, funding avenues, and approvals. However, and to be transparent, the City has set the budget for the current year and 6-year plan, but may be looking at different parameters come the next budget cycle. That said, your feedback will continue to be very important as the Study reaches hearings with both Plan Commission and City Council this summer.

Please continue to reach out and provide your comments.

The new site is coming along - I go by there every day!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,
Melissa

Melissa Wittstruck | City of Spokane | Assistant Planner II
509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Cody Coombs <codyc14@hotmail.com>
Sent: Tuesday, June 23, 2020 8:38 AM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Cc: Becky Van Gemert <bvangemert@hotmail.com>; Erin Johnson <erinjohnson95@hotmail.com>
Subject: Re: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Melissa,

Good morning and thanks for sharing the Study. Really great work! This would be a great improvement for the area.

It looks like the project is currently looking for funding. Would this be something that could happen next year? Probably hard to put a timeline on, just curious.

Thank you again for sharing.

Thanks,

Cody

Sent from my iPhone

> On Jun 22, 2020, at 4:08 PM, Wittstruck, Melissa <mwittstruck@spokanecity.org> wrote:
>

From: [Wittstruck, Melissa](#) on behalf of [Neighborhood Services Grand Boulevard Plan](#)
To: [Jessica Engelman](#)
Cc: [Note, Inga](#)
Subject: RE: Public Comment Draft Grand Boulevard Transportation and Land Use Study
Date: Tuesday, June 30, 2020 9:35:56 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Jessica,

Thank you for your comments. I am including Inga Note in the reply so that she can also take a look and respond to your feedback. We had overwhelming support from bicyclists of all abilities that bike lanes would need to be buffered to be safe (therefore utilized) during the outreach and community meetings. As you note, there are not a lot of either to point to locally and there are of course logistical issues to work through for installation and maintenance. Inga was asked about this in the PC workshop on June 24 and mentioned that the Riverside Ave reconstruction would be the first major project to address the issues. Grand Boulevard is a Study; there are no funded projects. It is however, a platform for future projects. There are both short term and long term project estimates (based on the Study alternatives) in the Appendix. The street configuration changes you suggest could be considered if a project was considered in the future and new estimates would be developed. This is a good time to have the discussion so that it can be reflected in the record.

I will include your feedback to the PC hearing on July 8. Thank you for your review of the Study and your participation.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Jessica Engelman <jeengelman@gmail.com>
Sent: Wednesday, June 24, 2020 5:14 PM
To: Neighborhood Services Grand Boulevard Plan <eransgbp@spokanecity.org>
Subject: Draft Grand Boulevard Transportation and Land Use Study

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello project team,

I browsed through the Draft Grand Boulevard Transportation and Land Use Study, and would like to submit two subtle tweaks relating to cycling:

1) On the long term vision page (p24), protected bike lanes are labeled as buffered bike lanes. We don't have a lot of either to point to in our community as examples at the moment, so correct labeling is important for public outreach and education (and buy-in!), especially given the significant difference in reported comfort and usage rates between the two types of facilities.

2) On page 27-28, in the diagrams for street configurations, could you consider re-arranging the proposed long-term vision configurations slightly so that the bike lanes are:

- sidewalk level rather than street level
- inside the street tree buffer (same as the sidewalk) for extra separation from automobiles and to provide improved driver visibility and reaction time at intersections, so that the larger buffer is between cars and bikes and the smaller buffer between bikes and peds, rather than the current vice-versa situation

Example image: <https://pbs.twimg.com/media/DmBkzB4X4AANFtB?format=jpg&name=large>

The potential short-term improvement configuration is fine as is, however as the long-term vision includes moving the curb anyway, raising the bike lane and providing the facility with extra distance and physical protection from automotive traffic (paving the way for protected intersections) and would create an even more comfortable and welcoming facility.

Looking forward to future updates on this project!

Sincerely,
Jessica Engelman

From: [Rebecca Kemnitz MacMullan](#)
To: [Wittstruck, Melissa](#)
Subject: Grand Blvd
Date: Tuesday, June 30, 2020 4:26:09 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,
I don't think I am on your list for the Grand Blvd Study. I am located at 3418 S Grand.
Please add this email address to your list for updates on the project.
Thank you!

--

Rebecca Kemnitz MacMullan, EAMP, MAc
South Hill Acupuncture
3418 S Grand Blvd.
Spokane, WA 99203
(509) 270 - 5088
she/her

From: [Robert Flowers](#)
To: [Neighborhood Services Grand Boulevard Plan](#)
Subject: Resident Comments
Date: Saturday, December 21, 2019 9:33:28 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Ms Wittstruck:

I have completed my review of the Grand Boulevard Survey but wanted to elaborate on some of the issues I have identified in that area. I have listed those concerns below.

I wish to congratulate you on your planning efforts and the high quality of your presentation. As I am a retired landscape architect, I have spent most of my working life encouraging government and private industry to create pleasant (in function, appearance and sound), accessible and livable community spaces, mostly with a low success rate. I am encouraged after reviewing your presentation and I laude your efforts to bend the tendencies of profit lust so prevalent in our society into a more equitable, verdant and sustainable outcome.

My comments:

- Above all, create safe spaces for people, both pedestrians and vehicle drivers/passengers. But, keep in mind that a pedestrian never wins in a conflict with a vehicle.
- Keep in the forefront of any proposed action that the adjacent residential neighborhoods are of primary importance. Do not allow commercial creep to destroy these areas. Adequate buffers from noise, light pollution and traffic should be designed into the project to protect existing residential areas.
- What you finally build at these locations will remain for many years. The public funds you expend in these areas will be significant. Ensure this project will meet the needs of coming years as unpredictable as they may be. Climate, demographic and population changes have yet to play out for Spokane in general and this area specifically. Your crystal ball will be needed here.
- A livable community means safe and easy access by all forms of transportation. For too many years the automobile has ruled in urban planning. Now, we are beginning to have the opportunity for equity of transportation options and we are on the cusp of a major transition from one mechanized transportation energy source to another – carbon based to electrons. Perhaps the gas station at the corner of Grand and 29th needs to be an EV charging station?
- I didn't see any mention of distributed renewable energy systems or installations in your plan descriptions, perhaps I missed them? Every roof of every building should have solar panels and every building should have a solar battery system. Public spaces should be fitted with solar panels with interpretation for the public. There is really no reason not to do this and there are literally billions of reasons (people on the planet) to do them. The cost is negligible in the overall undertaking of new construction. If you are interested, I can offer my home installation of solar panels and batteries as an example of how a person on a limited income can elect to reduce their carbon footprint – if I can do this, then new and existing commercial facilities can do it, too!

- Green is good. I strongly support the installation of pleasing design accommodating vegetation, especially trees and shrubs which act as sound absorbers and carbon dioxide consumers. Lawns, not so much. Think about establishing volunteer groups (such as we are doing in our neighborhood) to help with enhancing this new environment, using vegetation installations and volunteer management.
- I have concerns about using permeable pavers in areas where seniors and/or disabled individuals will be travelling as pedestrians or with assist devices. Snow and ice removal, as well, could be an issue. I think these materials could be suitable in non-transportation areas, such as vest pocket parks, outside seating areas and the like.
- Separate, as far as possible, pedestrians from vehicles. Although our sidewalks in Spokane are a national disgrace, even if they were in pristine condition they would be underused since many of them are immediately adjacent or very near busy roadways. Pedestrians will avoid areas of fast-moving traffic because it psychologically represents the potential for physical harm. Areas of high vehicle noise are just simply unpleasant. Surely this is one of the tough problems to solve, but it must be overcome to assure maximum pedestrian use of these facilities.
- Consider light pollution to be as bad as noise pollution. Spokane has lost any possibility of ever having “dark skies” again, but limiting new light pollution should remain a priority. Good luck seeing the stars on any night in Spokane.

Thank you for this opportunity to comment. I look forward to future developments in this project. I am on your mailing list.

Solstice Blessings!

Robert Flowers
618 E 18th Ave
Spokane, WA 99203

From: [Tomás Guardia](#)
To: [Wittstruck, Melissa](#)
Subject: Re: Grand Boulevard Transportation and Land Use Study - Email Request
Date: Tuesday, January 7, 2020 1:05:40 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, Melissa

I filled the took the survey. Thank you. For that reason, I emailed to the address shown at the end.

I passed the link to my son and my wife. I will distribute it among my neighbors at Parc Grand Apartments.

Thank you so much for your reply.

Have a great day,
Tomás

On Tue, Jan 7, 2020 at 11:31 AM Wittstruck, Melissa <mwittstruck@spokanecity.org> wrote:

Good Morning,

Thank you for your interest in the Grand Boulevard Transportation and Land Use Study. At your request, your email has been added to the distribution list for future updates and participation opportunities.

There is an online survey available at this link, if you have not already taken it:
<https://www.surveymonkey.com/r/9X6SFC6>

It is open until January 31, 2020.

Please let me know if you have any difficulties accessing the survey link. And pass it along to others you know may be interested in this project!

Survey responses will be compiled and reported out along with other information and data, as building blocks for the second Community Meeting in early 2020. In the meantime, please share the survey link and provide your responses by January 31.

The city project page can be found here, where a short video of the Oct 21-22 Kickoff meeting has been posted, along with other information:
<https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Sarah](#)
To: [Neighborhood Services Grand Boulevard Plan](#)
Subject: Comment
Date: Saturday, December 28, 2019 8:19:12 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

We live on 30th between Garfield and Arthur—our street serves as an entrance and exit to Super One. I would love to see some beautification and pedestrian upgrades crossing Garfield to the Super One. We have a lot of apartments to the east of us and many people with mobility issues. We love how walkable our neighborhood is, but this crossing can be dangerous because cars come from 29th and speed down Garfield toward 32nd.

I also have a lot of concerns about Arthur between 29th and 37th. Cars use this as an arterial and there are rather a lot of accidents. The cross streets are rather long too, so it seems like everyone drives too quickly and very few cars yield. It makes it a very stressful place to drive and walk—even with the new sidewalks (which we love—thank you!).

Sarah Robertson

From: [Linda Milsow](#)
To: [Wittstruck, Melissa](#)
Subject: RE: Grand Blvd Update and SurveyMonkey Link - Re-sending
Date: Thursday, January 2, 2020 3:09:00 PM
Attachments: [16F2441A21F2487D9D2F0EB51B27B9D2.png](#)
[ADEC4A65A22B4EE3AE83009DFF1A204E.png](#)
[0A6C6482A234483F8FDD10347F890A7D.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Sorry for the long delay in responding. Not sure if this still helps, but the problems I had was filling in the dots which then seemed to change or moving and arrow along a line. At least that is how I remember it now! I think you are doing a good job and I appreciate the opportunity to give input.

Linda Milsow 509-220-4438

Sent from [Mail](#) for Windows 10

From: [Wittstruck, Melissa](#)
Sent: Monday, December 16, 2019 4:32 PM
To: [Linda Milsow](#)
Subject: RE: Grand Blvd Update and SurveyMonkey Link - Re-sending

Hi Linda,

I just left you a voicemail. Thank you for your feedback – that’s really helpful to know, so that I can improve it next time around! If you have a few minutes, would you please give an example or two that contributed to the lack of “user friendly?” Feel free to give me a call, if that would be easier.

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6300 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Linda Milsow <lindacmilsow@msn.com>
Sent: Monday, December 16, 2019 3:43 PM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: RE: Grand Blvd Update and SurveyMonkey Link - Re-sending

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I tried to fill out your survey, but did not find it very “user-friendly” so not really sure how helpful I was.

Linda Milsow 509-220-4438

Sent from [Mail](#) for Windows 10

From: [Wittstruck, Melissa](#)

Sent: Monday, December 16, 2019 12:46 PM

Cc: [Black, Tirrell](#); [Note, Inga](#); [Reah Flisakowski](#); alex@migcom.com; [Beggs, Breean](#); [Allers, Hannahlee](#); [Byrd, Jacobbe](#); [Kinnear, Lori](#); [Davis, Kirstin](#); [Miller, Katherine E](#)

Subject: Grand Blvd Update and SurveyMonkey Link - Re-sending

My sincere apologies if you have already received an email with the Grand Boulevard update and survey link! Unfortunately, I had this email on auto-send for Thursday Dec 12 6:30 PM - it does not appear to have cleared my Outlook “send” folder!

To: *Grand Boulevard Transportation & Zoning Analysis* Requested Email Distribution List Members

Thank you all for your continuing interest and participation in the *Grand Boulevard Transportation & Zoning Analysis project*! Attached is a flyer giving you the online survey access location, as well as the project page location where will you find updated information from the work done at the October community meetings. The survey link is live, and the web updates will in place by Friday December 13. You can access the survey on the project webpage along with the updated information here: <https://my.spokanecity.org/projects/grand-boulevard-transportation-and-zoning-analysis/>

There are a few more incoming materials from the consultant team – those will be uploaded early the week of December 16.

Just for ease of email subject line, future email will be titled “Grand Boulevard Planning Study,” or even shorter, but with “Grand” in the subject! The long form project title is a bit unwieldy and may get lost with incoming holiday emails.

Please let me know if you have any difficulties accessing the survey link. Please pass it along to others you know may be interested in this project. As this transportation and zoning analysis was initiated by Comstock and is being followed closely by Rockwood and Manito-Cannon Hill Neighborhood Councils, there are likely also other community-wide residents with feedback or information to share. We want to hear from as many people as possible, all along the project timeline.

Comments, or requests to be added to the Grand email distribution list, may be sent here:
grandboulevardplan@spokanecity.org

Again, many thanks for your attention and interest in the Grand Study!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6300 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: vmunch@icehouse.net
To: [Neighborhood Services Grand Boulevard Plan](#)
Subject: Suggestion
Date: Monday, January 13, 2020 3:57:53 PM
Attachments: [image001.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please consider investing in underground utilities here. All of the poles and wires are most unsightly and the neighborhood could once again be cooled by magnificent shade trees instead of those small ornamental trees selected to remain lower than the overhead lines.

Vickie Munch / Broker, Realtor, SRES, ABR, CNE



WINDERMERE MANITO LLC

2829 S. Grand Blvd – Suite 101
Spokane, WA 99203
DIRECT 509.994.2974
FAX 509.747.9160

From: [Vince Bakulich](#)
To: [Wittstruck, Melissa](#)
Cc: [Note, Inga](#); [Neighborhood Services Grand Boulevard Plan](#)
Subject: Grand Blvd Plan & South Hill Coalition Connectivity & Livability Strategic Plan (25th & Garfield)
Date: Friday, February 7, 2020 5:20:42 AM
Attachments: [25th & Garfield Traffic & Greenway Plan Idea - Bakulich 02-07-2020.pdf](#)
[25th & Garfield Current Layout.pdf](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Melissa,

First off thank for working to beautifying our City while bringing form and function into our neighborhoods. I'm a little behind and haven't been able to participate as much as I'd like. I did however take the survey and am following along on the website and mailing list. Spokane is growing and in time many intersections will become cumbersome or dysfunctional, nor do they do justice to the beauty of the City. Even now I have to plan my routes to avoid making any left turns onto 29th!

I am however most interested at the intersection of 25th & Garfield (of course) as I live at the epicenter of this unique intersection where bumper cars on ice (that is a real thing!) meets 5AM joggers, kids walking to school, followed by the dog walkers, the lunchtime joggers, the kids going back to school, and the speeding car that doesn't even slow at the stop sign. If only people just minded their manners...anyway moving on.

I took the liberty of drawing up a traffic plan which may help spur some ideas. This plan provides the following improvements.

1. A dedicated Pedestrian X-ing, with a path through the park; most people just walk across the parkways and driveways.
2. Added planting area to contribute to the 30% canopy increase and Greenway through this intersection.
3. Increases the size of Triangle Park.
4. Eliminates the need for stop signs on Garfield (as an option)
5. Planted medians which also serve to prevent driving the 'straight shot' through the intersection.
6. Eliminates the confusion of the 'widest intersection ever' where turning left and going straight are confusing.
7. Necks down the road to slow people down
8. Adds a gentle curve to slow people down
9. Most importantly provides a noticeable Crosswalk so drivers are aware, rather than people crossing at all areas and angles in the intersection.
10. Eliminates the blind curve going E to S from 25th onto Garfield (can't see around the curve)
11. Eliminates the 'almost u-turn' going W to S from 26th to Garfield (cars don't see each other)

12. Eliminates the illegal 'driveway to nowhere' where people park in the parkway, even though the driveway does not lead to a house.

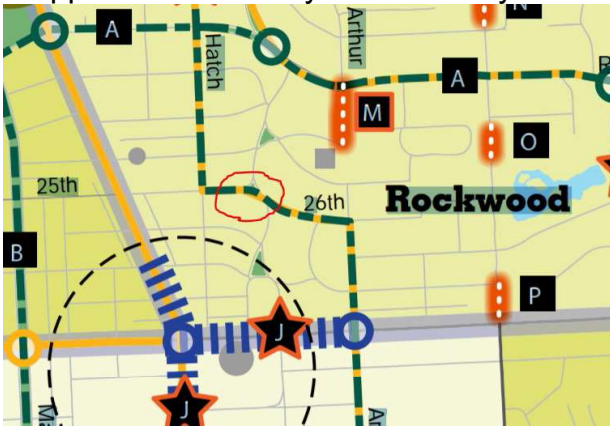
Please see the attached drawing.

I would love to speak with or meet with someone to review this intersection and any other areas of the Grand Blvd and South Hill plan.

Regards,

Vince Bakulich
2510 S Garfield Rd
Spokane WA 99203
(714) 381-0595 cell/text
vinbak@yahoo.com

Snippit of Connectivity and Livability Plan - Page 41



Bumper cars on ice!



From: [Inga Jablonsky](#)
To: [Neighborhood Services Grand Boulevard Plan](#)
Subject: Correction Survey
Date: Monday, January 13, 2020 6:02:38 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

On my survey webpage, it only registered ONE possibility for gender of residents. I needed two, so that info came over incorrect on the survey webpage. Please correct. Thanks,

Inga Jablonsky

From: [Inga Jablonsky](#)
To: [Neighborhood Services Grand Boulevard Plan](#)
Subject: Re: Correction Survey
Date: Saturday, January 18, 2020 2:39:32 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Melissa,

pretty much at the end of the survey it asks for demographics: gender of the members of your household. Well, in my household there is one male and one female, but I was only allowed one choice: EITHER male or female.

I hope that clears up my suggestion. Thanks,

Inga

From: [Malika Oudes](#)
To: [Neighborhood Services Grand Boulevard Plan](#)
Subject: leave Grand Boulevard alone...develop 29th.
Date: Wednesday, January 29, 2020 5:57:45 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]



↑29th↑

26th

GRAND →

PARKED CAR (TYP)

PARLWAY

SIDEWALK

SIDEWALK (TYP)

PARLWAY (TYP)

DWG BY:
Vince Balkulich
2510 S Garfield Rd
Spokane WA 99203
2/7/20

PED XING

TRIANGLE PARK (EXT)

25th

PLANTED MEDIAN (TYP)

TREES (TYP)

NORTH
↓

↓ HUTTON ELEMENTARY ↓

GARFIELD

From: [Wittstruck, Melissa](#)
To: [Robert Flowers](#); [Beggs, Breean](#); [Wilkerson, Betsy](#); [Kinnear, Lori](#)
Cc: [Quinn-Hurst, Colin](#); [Leyna Bernstein](#); [Mary Winkes](#)
Subject: RE: Grand Avenue Study and Manito Park
Date: Monday, March 2, 2020 12:11:02 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good Afternoon Mr. Flowers,

Thank you for attending the Community Open House/Workshop for the Grand Blvd Transportation and Land Use Study on February 27. I appreciate your thoughtful comments and have added them to the public record, as well as forwarding to the project team. We received a great deal of feedback at the workshop, some of which definitely touches on the points raised around protected bike lanes. I am working on compiling all the feedback received and will add it to the material on the project page online, hopefully by the end of this week.

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Robert Flowers <mr_mouse@comcast.net>
Sent: Friday, February 28, 2020 10:10 AM
To: Beggs, Breean <bbeggs@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>
Cc: Wittstruck, Melissa <mwwittstruck@spokanecity.org>; Quinn-Hurst, Colin <cquinnhurst@spokanecity.org>; Leyna Bernstein <msleynab@gmail.com>; Mary Winkes <mmcsपो@yahoo.com>
Subject: Grand Avenue Study and Manito Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Council President Beggs, Council Member Kinnear and Council Member Wilkerson:

I have been following the efforts the city is making to study and eventually reconstruct the area of Grand Boulevard from E. 29th Street south. As you know this area has been a problem for pedestrians and motorists alike and is now undergoing rapid redevelopment of

commercial businesses.

After reviewing and commenting on the initial plans for redevelopment of transportation infrastructure of this area and thinking about the longer term impacts of this work not only to the area in question but, also, to the surrounding neighborhoods, I wanted to relay to you some concerns and some opportunities that may be associated with this work.

First, about the study area:

- The draft proposed plan does not adequately address bicycle traffic safety within and adjacent to the study area.
 - A painted stripe on a busy roadway rarely provides the psychological or physical security to allow the average bicyclists to feel safe enough to use the route. At a recent bike and pedestrian presentation, information indicated that well over a majority of bike riders in Spokane will not ride bikes on city streets as a result of feeling unsafe, I am one of those bike riders. The lack of physical and psychological separation and, therefore; an unsafe feeling is the primary rationale. Physical and structural separation is essential for rider confidence.
 - The bike route indicated in the proposed plan essentially has no viable connections to other safe bike routes on adjacent streets. Grand Boulevard from E 29th North is unusable by bicyclists because of the high traffic volumes, speed of vehicles and lack of route delineation. The same is true for E 29th. So, the utility of the route is local – beneficial to the neighborhood within the study area. This utility, in order to be a positive attribute, must be constructed in a way to allow the majority of bike riders living in this area an atmosphere of safety as well as convenience.
 - The city will be expending significant funds to create this bike route and I believe the desired result, increased bike ridership, will not be achieved under the current plan. There is no reason to spend a significant amount of funds designating bikeways if the majority of bike riders will not use them. So, please consider spending a little more to provide physical and psychological security to bike riders for this new route so people will actually use the new facility.
- The draft proposed plan does not adequately address pedestrian traffic issues within and adjacent to the study area.
 - Psychological and physical impediments to optimal pedestrian use of the study area will remain after the plan is implemented unless altered prior to construction. A wider strip between sidewalks and the street is a good thing, but a grassed or level area of some unknown surface does little to reduce impacts of traffic noise, roadway moisture ejection by passing vehicles or the impacts of unpleasant air movements. I know most of you have walked along S. Grand Boulevard and are fully aware of the impacts of traffic noise, exhaust fumes, unpleasant air movement, insecure street crossings and other, similar issues related to being a pedestrian in this environment.
 - The plan, as stated, will not mitigate these impacts and will not appreciably increase pedestrian traffic in these areas. To become a viable local neighborhood commercial node, these issues must be addressed.
 - The proposed plan has adequately addressed the issue of crossing S. Grand

Boulevard east – west and I applaud this addition.

- Again, why spend the funds to do a major renovation of pedestrian routes in this area without completing the job by providing the necessary psychological and physical security needed to insure people will actually use then new facilities? Spend a little more to insure the initial, much larger investment, is spent wisely.
- Reviewing and thinking about the city's efforts to study and revise the S. Grand to E. 37th area has given me the opportunity to think about unintended consequences and/or adjacent impacts to the area south of the study along S. Grand Boulevard.
 - Increased commercial activity in the E. 29th and S. Grand Boulevard area will impact S. Grand north of E. 29th. These impacts will include increased vehicle trips along S. Grand along Manito park and adjacent neighborhoods and will, also, encourage additional commercial creep into the S. Grand Boulevard neighborhoods north of E. 29th Ave. Already this commercial creep has been happening along this section of S. Grand and, when looking at the land use plan, may be accelerated as a result of the activities north of E. Grand. It is essential for the long-term maintenance of the values present in Manito Park and the adjacent neighborhoods that future development maintain the architectural, residential character and neighborhood park attributes that enhances, surrounds and protects Manito Park.
 - Already, discordant architectural developments are springing up along this route, some which were poorly planned and create off-site impacts to existing residents. The City Council would, I hope, understand that the park atmosphere provided by Manito Park extends well beyond the actual boundary of the park. The character of the surrounding neighborhoods and that provided by Manito Park are mutually beneficial not only to adjacent residents but, also, to all visitors of the park. This ambiance must be maintained.
 - Recent commercial activity north of E. 29th along S. Grand will inevitably generate renewed interest in the commercial strip between E. 14th and E. Sumner Avenue. This area is confusing for motorists and pedestrians alike and needs attention. Therefore, for many of the reasons listed above, I respectfully request that a similar corridor study be
 - implemented for S. Grand Blvd. between E. 29th and E. Sumner Ave.

Thank you.

Robert Flowers

From: [Wittstruck, Melissa](#)
To: clcorrigan@aol.com
Subject: Grand Blvd Transportation & Land Use Study
Date: Wednesday, March 4, 2020 3:20:36 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Cindy,

Thank you for our phone call this afternoon. As we discussed, this planning project is a Study, primarily looking at various alternatives the community has in mind to improve safety for all users on Grand. Here is the link to the project page

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

where you will find more background information and what has been happening. The second Community Meeting was held February 27. As soon as I have the maps, survey graphics, and completed market analysis from the consultant team I will post those as well. If you like, I will add you to the email update list, so that you will know when the information is updated.

It was very helpful to talk with you – I appreciate your time. Please feel free to contact me with questions or feedback, or I would be happy to meet with you in person as well.

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: tonyhampel@yahoo.com
Cc: spohl@naiblack.com; jlarsen@naiblack.com
Subject: Grand Boulevard Transportation and Land Use Study, Spokane WA
Date: Wednesday, March 11, 2020 11:03:20 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[Land Use Map.pdf](#)

Good Afternoon Mr. Hampel,

City of Spokane Planning Services is conducting a transportation and land use planning study along Grand Boulevard. TNC Property Investments LLC owns property, the Manito Shopping Center, which is within the study area. The Manito Center is an important hub for the neighborhoods surrounding it, for groceries, other retail, and restaurants. The intent of the study is two-fold. One, to look for opportunities to design and evaluate traffic alternatives that will enhance safety for all modes of travel and for users of all ages, including biking and walking, with additional streetscape elements such as landscaping. The second focus of the study is evaluating land use policy through a market analysis to determine redevelopment potential or other city policies that would support additional and diverse residential and commercial growth in this targeted area. A map of the study area is attached.

The planning team was fortunate to interview David Wright, with NAI Black, in October. Mr. Wright has since retired and as the Study has moved into the development of alternative designs for Grand Boulevard between 28th Avenue up to 37th Avenue, I would like to make sure you and your representatives have the opportunity to review the work done to this point, provide your feedback, and get additional information as needed. We have conducted two Community Meetings, and an online survey – I would be happy to share materials from our community outreach, or here is a link to the project website: [Grand Boulevard Transportation and Land Use Study](#), where background information and recent study materials are updated.

I am the Planning Services lead and Inga Note is the Senior Traffic Planning Engineer. We are both available to meet and answer any questions you, or your representatives, may have. I look forward to hearing from you at your convenience.

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public

disclosure.

From: [Antonia DePasquale](#)
To: [Wittstruck, Melissa](#)
Subject: Re: Update - Grand Blvd Transportation & Land Use Study webpage
Date: Thursday, March 12, 2020 12:42:37 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hey Melissa, I hope all is well, Rockwood neighborhood Council had a question..how far from the intersection will you be extending out the new & improved planter boxes for the grand project? All those medians need a re-vamping ;-/.

Thank you for your time,
Toni Sharkey

Sent from my iPhone

On Mar 12, 2020, at 10:40 AM, Wittstruck, Melissa
<mwittstruck@spokanecity.org> wrote:

Good Morning,

The City project page for the Grand Boulevard Transportation & Land Use Study has been updated this week. You are receiving these project updates at your request. Please continue to provide feedback and questions to the email address:

grandboulevardplan@spokanecity.org

Thank you very much to all those who were able to attend the February 27 Open House at St. Mark's Lutheran Church. The turnout was great all day and the planning team heard valuable comments, concerns, and ideas to improve this often traveled business area of Grand Boulevard.

Please visit the project page online: <https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>

There you will find the Open House survey posters, consultant market analysis, PowerPoint presentations to Plan Commission and City Council this week, and other project information.

Next steps include drafting the final traffic analysis and street concepts with recommendations to present to Plan Commission and City Council later this Spring. Your comments, concerns, issues, the places you feel are important and valued, and what you hope to see in the future are all very important to shape the project. You will receive email notices of dates for Plan Commission and City Council hearings, anticipated to be set early in May.

Sincerely,

Melissa

<image001.jpg>

Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org

[<image002.png>](#)

[<image003.png>](#)

[<image004.png>](#)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#) on behalf of [Neighborhood Services Grand Boulevard Plan](#)
To: [Malika Oudes](#)
Subject: RE: review of Feb. 27 meeting
Date: Monday, March 16, 2020 12:31:54 PM

Good Afternoon,

Thank you for your comments, and the detail you added. In addition, I will double-check the version of the market analysis uploaded to the project page. I had also flagged the use of the descriptor "recalcitrant" as it did not accurately reflect the motivations of developers. Thank you for bringing it to my attention.

Sincerely,
Melissa

Melissa Wittstruck | City of Spokane | Assistant Planner II
509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Malika Oudes <moudesall@gmail.com>
Sent: Saturday, March 14, 2020 2:19 PM
To: Neighborhood Services Grand Boulevard Plan <eransgbp@spokanecity.org>
Subject: review of Feb. 27 meeting

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I appreciate the clarity of the plans. I'm glad to see the character of the area is a concern to residents, with physical safety ie traffic, bike lanes, planting trees being generally approved. I'm also glad to see the areas identified and discussed as to 'infill' housing in the development areas being considered. The Albertson's lot, and the other areas identified around 30th and Grand, are good locations. However, I would approve of the development of the Albertson's lot as a 130 unit, but NOT over 200 unit development. Look to the development of Kendall Yard, and its success and attractiveness as an example: few if any 3 story apartments, but really nice townhouses, apartments, and condos, creating an attractive mix. I think that type of development would be welcome. I didn't like the use of the phrase "recalcitrant" owners as it relates to building infill housing. The work Greenstone did with the community was valuable in creating Kendall Yard. I think the same consideration is due this neighborhood. I am a resident: near 37th and Bernard.

From: [Wittstruck, Melissa](#)
To: [Pamela Starbuck](#)
Cc: [Note, Inga](#)
Subject: Grand Blvd Study Comments & Information
Date: Thursday, May 7, 2020 2:54:00 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Pamela,

Thank you for your call today regarding the Grand Blvd Transportation & Land Use Study, and in particular, your concerns about safety at the mid-block crossing on 29th at the median, or Latawah, used by Manito Gardens residents and Manito Presbyterian Church staff to get to Walgreens. You also expressed concerns about lack of safe crossings from 30th across Grand and 31st across Grand, especially with the new bus stop at that location. I know you were unable to attend the Open Houses due to staff emergencies, but please provide your feedback.

I am copying my colleague, Inga Note, in order to explore ideas for safety in that mid-block area on 29th to Walgreens. There are some bike safety recommendations in the draft study for this area, but I am not sure they reflect pedestrian informal crossing there.

Here are the links I mentioned to you:

The Grand Boulevard Transportation & Land Use Study project page:

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

Here you will find information and materials from handouts, survey, and Open Houses. When the Draft Study is completed, it will be posted here. Materials from upcoming Plan Commission and City Council meetings (when the City is allowed to schedule them) will also be posted here. I will also send emails to my Grand Blvd distribution list to alert all interested people of changes, meetings, and so on.

The Manito/Cannon Hill Neighborhood Council information is on this Office of Neighborhood Services page: <https://my.spokanecity.org/neighborhoods/councils/manito-cannon-hill/> Contact information for the Manito/Cannon Hill NC is listed here. At this time, they are not meeting due to Covid-19 Stay at Home, Stay Health orders.

Please contact me with further questions or comments. I have added this email address to my distribution list for the Grand Study!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Pamela Starbuck](#)
Subject: RE: questions for 29th and Grand traffic study
Date: Wednesday, May 6, 2020 3:41:18 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Pastor Starbuck,

Thank you for reaching out to me. I am one of the City employees working from home, and I have to say, the Grand project is one that has also taken a slower path since CoVid-19. I hope you are well, and your community as well.

We received many comments regarding making the crossings and access to public transport safer for the 29th-31st and Grand Blvd crossings in particular. I would be happy to talk further with you tomorrow. I have a WebEx meeting at 10:30 with work, and could connect with you after that – 11, if that works?

I am sorry to hear of your vertigo; when you are in the grip of the attack it is such a helpless feeling.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Pamela Starbuck <pamelas@manito.org>
Sent: Wednesday, May 6, 2020 11:08 AM
To: Wittstruck, Melissa <m Wittstruck@spokanecity.org>
Subject: questions for 29th and Grand traffic study

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

Thank you for your concern for this intersection!!

I am a pastor at Manito Presbyterian. I missed the survey, but I wondered if we could chat. I want to see if the needs for good crosswalks and bus stops that affect our HUD housing Senior or disabled residents who live at 500 East 29th Avenue.

The chair of that HUD housing who normally would have been the lead in advocating for our residents has had a wife who had to have a transplant in January and I am trying to pick up some of the things he would normally do.

Sadly, with COVid, I am weeks behind on many things.

Also, I have personal experience as I have had chronic vertigo since 2017 that means I have used the bus and crosswalks between my home on 25th and Bernard and 29th and Grand as I get to church and shopping. Not driving for 3 years means I see the world very differently.

My cell is the best number, but I'd love to set up a phone date via e-mail.

Tomorrow is wide open with no zoom meetings after 9:30 AM. Or Friday, has some openings too.

Thank you,
Pamela Starbuck

Rev. Pamela Starbuck, M.Div. & M.A

Pastor for Youth and Families & Pastoral Care
Manito Presbyterian Church

pamelas@manito.org
509.590.9772 cell

From: [mary](#)
To: [Wittstruck, Melissa](#)
Subject: Re: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop
Date: Tuesday, June 30, 2020 9:55:35 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Melissa,

Please change my email address to: mmcsपो@yahoo.com. I never check my gmail address. Only have this address as a necessity because I have an android phone.

Thanks,

Mary

[Sent from Yahoo Mail on Android](#)

On Mon, Jun 22, 2020 at 4:37 PM, Wittstruck, Melissa
<mwittstruck@spokanecity.org> wrote:

Grand Boulevard Transportation & Land Use Study Plan Commission Workshop – June 24. The draft study is online here, with updated information:

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

The Plan Commission agenda is attached to this email. Times are approximate, as we all get used to online meetings.

You are receiving this email because you requested updates on the Grand Boulevard Transportation and Land Use Study.

Please feel free to share this with your friends and neighbors!

June 24 – Plan Commission Workshop – Webex Virtual connection.
[//static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf](https://static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf)

Please see attached agenda information for more online and telephone connections information to the meeting.

The release of the draft study was delayed a few months by the COVID-19 pandemic as our community adjusted to new and different conditions – as we continue to.

Plan Commission will review the Draft Study at a workshop on June 24, 2020. If you are on the email list you will receive the workshop notice and agenda, as well as the link to the virtual meeting to listen in. If you are not sure you are on the distribution list, or would like to be added, please email Melissa Wittstruck, project co-lead, at mwittstruck@spokanecity.org.

Thank you to everyone who has participated in the Grand Boulevard Transportation and Land Use Study. Your comments and participation at workshops and Open Houses has been key to developing this Study. Although no projects are currently funded for implementation, this study will function as a platform for future work in the Grand District Center.

Next steps include an anticipated Plan Commission hearing July 8 to be followed by a recommendation for City Council hearing. Your comments, concerns, issues, the places you feel are important and valued, and what you hope to see in the future are all very important for both Plan Commission, and eventually, City Council to hear. Please continue to email your feedback and questions, or let us know if you would like to be added to the email distribution list for upcoming notices of meetings.

Sign up for emails, or check back for further updates soon!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Elaine Snouwaert](#)
Cc: [Note, Inga](#)
Subject: RE: Grand Blvd Residential cut through traffic - June 24 Grand Boulevard Transportation & Land Use Study PlanCommission Workshop
Date: Wednesday, June 24, 2020 1:01:06 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good Afternoon Elaine,

Thank you for reaching out with your feedback. First, I will include your comments to Plan Commission for their workshop and for the public record. The Study noted the safety and difficulty non-motorized users had with the intersections on Grand. It recommends rapid flashing beacons at several locations for crossings. Residential cut through traffic is recurring problem in several neighborhoods, and a general lack of driver knowledge regarding uncontrolled intersections makes it more problematic. The alternatives evaluated for Grand do not directly address the concerns you have, however, I am making sure they are included in the comments. I have also cc'd Inga Note, the Transportation Engineer for this Study. Your feedback is appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,
Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Elaine Snouwaert <lainey28@earthlink.net>
Sent: Tuesday, June 23, 2020 10:40 PM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: RE: June 24 Grand Boulevard Transportation & Land Use Study PlanCommission Workshop

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Melissa,

Will there be additional opportunities to submit comments on the Grand Blvd Plan? I am all for reducing lanes on Grand and making it better for pedestrian crossings. However, I'm concerned if

northbound turns onto 30th Ave (westbound) are still allowed, it will result in funneling traffic into the residential neighborhoods to avoid waiting at the light. We live on 31st Ave and we have a high volume of traffic for the number of homes along it and often these vehicles are traveling at excessive speeds suggesting they aren't driving like neighbors. We have observed that people turn onto 30th and then onto 31st and cut through to Division or Bernard. We have lived here for 22 years and it has gotten much worse which we correlate to the increased development on Moran Prairie. We suspect this behavior is due to an avoidance of the wait at the traffic light at 29th. Also evidence that the cut through traffic isn't local comes from our observations during Stay Home Stay Healthy. During this time very few cars traveled our street. Since those who live on it still would have been making their essential trips, it is safe to reason that the increase since Phase 2 is a result of non-local trips. These cut through drivers are dangerous to children and pets on these streets and we've had several accidents at 31st/Tekoa and 31st/Division (both uncontrolled intersections that people fail to yield at) over the past 10 years. I suspect cars also turn onto 30th from southbound Grand but the reasoning of this doesn't seem as apparent.

Any plan and update needs to ensure that we keep the majority of traffic on arterials and off of residential streets with uncontrolled intersections. When 29th Ave was under construction we had a steady stream of traffic down our street until our calls to the City's traffic engineers resulted in a closure sign at 31st and Bernard to direct traffic to 37th Ave. We know people will take the shortest unobstructed route rather than the correct route.

Thank you for your consideration and communications about this project.

Elaine Snouwaert

27 E. 31st Ave

Sent from [Mail](#) for Windows 10

From: [Wittstruck, Melissa](#)

Sent: Monday, June 22, 2020 4:37 PM

Subject: June 24 Grand Boulevard Transportation & Land Use Study Plan Commission Workshop

Grand Boulevard Transportation & Land Use Study Plan Commission Workshop – June 24. The draft study is online here, with updated information:
<https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>

The Plan Commission agenda is attached to this email. Times are approximate, as we all get used to online meetings.

You are receiving this email because you requested updates on the Grand Boulevard Transportation and Land Use Study.
Please feel free to share this with your friends and neighbors!

June 24 – Plan Commission Workshop – Webex Virtual connection.
[//static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf](https://static.spokanecity.org/documents/bcc/commissions/plan-commission/agendas/2020/06/plan-agenda-2020-06-24.pdf)

Please see attached agenda information for more online and telephone connections information to the meeting.

The release of the draft study was delayed a few months by the COVID-19 pandemic as our community adjusted to new and different conditions – as we continue to.

Plan Commission will review the Draft Study at a workshop on June 24, 2020. If you are on the email list you will receive the workshop notice and agenda, as well as the link to the virtual meeting to listen in. If you are not sure you are on the distribution list, or would like to be added, please email Melissa Wittstruck, project co-lead, at mwittstruck@spokanecity.org.

Thank you to everyone who has participated in the Grand Boulevard Transportation and Land Use Study. Your comments and participation at workshops and Open Houses has been key to developing this Study. Although no projects are currently funded for implementation, this study will function as a platform for future work in the Grand District Center.

Next steps include an anticipated Plan Commission hearing July 8 to be followed by a recommendation for City Council hearing. Your comments, concerns, issues, the places you feel are important and valued, and what you hope to see in the future are all very important for both Plan Commission, and eventually, City Council to hear. Please continue to email your feedback and questions, or let us know if you would like to be added to the email distribution list for upcoming notices of meetings. Sign up for emails, or check back for further updates soon!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Rebecca Kemnitz MacMullan](#)
To: [Wittstruck, Melissa](#)
Subject: Grand Blvd
Date: Tuesday, June 30, 2020 4:26:09 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,
I don't think I am on your list for the Grand Blvd Study. I am located at 3418 S Grand.
Please add this email address to your list for updates on the project.
Thank you!

--

Rebecca Kemnitz MacMullan, EAMP, MAc
South Hill Acupuncture
3418 S Grand Blvd.
Spokane, WA 99203
(509) 270 - 5088
she/her

From: [Wittstruck, Melissa](#)
Subject: July 8 Plan Commission Hearing - Grand Blvd. Study
Date: Thursday, July 2, 2020 12:48:12 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[plan-agenda-2020-07-08.pdf](#)

Good Afternoon,

Thank you for your interest in the Grand Boulevard Transportation and Land Use Study. At your request, your email has been added to the distribution list for future updates and participation opportunities. If you provided comments previously, they have been added to the record of public feedback.

You may also send written or emailed comments for the July 8 Plan Commission hearing, as well as participate following the instructions on the attached Plan Commission agenda.

Written: Attn: Melissa Wittstruck, City of Spokane Planning, 808 W Spokane Falls Blvd., Spokane WA 99201

Email: mwittstruck@spokanecity.org

The next City of Spokane Plan Commission Meeting will be held Wednesday, July 8, 2020 virtually by online teleconference using the WebEx App. The meeting will begin at its regular time 2:00 pm, and the agenda and supporting materials can be found attached. **Instructions for how to join are on the second page of the agenda** (attached). **Please note: Times are approximate and may change, but the hearing for Grand Boulevard Study is currently scheduled to begin at 4:00 p.m.**

Below is a link to a Webex instructional webpage for more information.

<https://help.webex.com/en-us/9eed9t/Get-Started-Joining-a-Meeting-Event-or-Training-Session-with-the-Webex-Web-App>

The city project page can be found here, where the Final Draft Study has been posted, along with other information on the project: <https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>.

Please join the Plan Commission hearing on July 8 and look in on the project page for future updates! Next steps include moving to City Council in late July or early August.

Again, your interest and participation in the Grand Boulevard Transportation & Land Use Study is very much appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public

disclosure.

From: [Wittstruck, Melissa](#)
To: [Sanderson, Thomas](#); [Note, Inga](#)
Subject: RE: Turning lanes/Grand Blvd Study
Date: Thursday, July 2, 2020 9:34:24 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Tom,

Thank you for reaching out with your questions – entirely within PC member engagement and appreciated. Inga Note is the point person for the transportation specifics and the alternatives discussed. She will be back in office Monday 7/6 and can work on a more detailed response for you. The questions you raise for clarification are certainly welcomed for the hearing July 8.

I spent quite a bit of time with people who attended the workshops and with the survey responses and have a good understanding of what is the desired outcome for the majority of those voices. Our team made sure to incorporate that information into the final draft. There is a strong preference to slow traffic and improve safety for non-motorized users. However, as you know, that input must be paired with the traffic flow data, and the analysis of possible responses to what is currently happening and what could be the future, which always includes doing nothing, along with the potential interventions.

All that being said, the DKS data and analysis of alternatives is in the Appendix and Inga can readily speak to the analysis. I read it, slowly, several times, to get the impact of length of turn pockets, turning movements, traffic flow, and time delays, but I am not a transportation engineer. I do know the analysis included on the ground observation of motorist, transit, bicyclist, pedestrian, and age of users observations, along with 5 years of collision data. I respectfully defer to Inga's response next week, so that you have a more complete response to the points you raised.

Again, thank you for reaching out with questions.

I hope you have a safe (and warmer) holiday weekend.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Sanderson, Thomas <tsanderson@spokanecity.org>
Sent: Thursday, July 2, 2020 9:03 AM
To: Note, Inga <inote@spokanecity.org>; Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: RE: Turning lanes/Grand Blvd Study

Good Morning,

First of all I have to say I am amazed at the amount of thorough work you and your department present to the commission for consideration. And I thank you for that.

I am looking over the Grand Blvd Study and I would like to follow-up with an earlier question I had. Specifically, I am looking at the "traffic flow map" which is my area of interest and concern. Firstly, is there a means or study on the need for a turning lane south of 33rd to 37th? I don't see the traffic flow information broken down to show the need for such a lane that provides access to 34th, 35th and 36th east bound. I also wonder if the lack of turning lane would assist in mitigating speeding while also opening up more space for complete street opportunities? (At any point if I am speaking outside my scope as a PC please say so) My second concern has to do with the intersection at 29th and Grand. I understand from your workshop on the 24th that there are thoughts to change the lane structures. This area is a major concern for me as it already has two (2) trouble spots that I want to ensure are being properly addressed. The traffic flow study of 2017 illustrates those places; southbound turning lane from Grand and northbound turning lane off of 29th. Can you give me a quick idea of how these, I'll call them transition spots, are addressed during this portion of the process?

I hope my questions make sense as I am about as novice to planning terminology as you can get.

Again, thank you for your work.

Sincerely,
Tom Sanderson

From: Note, Inga
Sent: Wednesday, June 24, 2020 1:45 PM
To: Wittstruck, Melissa; Sanderson, Thomas
Subject: RE: Turning lanes/Grand Blvd Study

Tom,

I'll try to remember to address it during the presentation today. But please remind me if I forget.

Thanks

Inga

From: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Sent: Wednesday, June 24, 2020 12:52 PM
To: Sanderson, Thomas <tsanderson@spokanecity.org>
Cc: Note, Inga <inote@spokanecity.org>
Subject: Turning lanes/Grand Blvd Study

Good Afternoon Tom

Inga Note is the Senior Transportation Engineer on the Grand Blvd Study, so I have copied her on your question. There has been quite a bit of interest in the number of lanes generally, as

well as turning movements, so I am sure Inga will be addressing that this afternoon. In the meantime, she has a bit of time to study your query ahead of the workshop.

I look forward to meeting you and the other new Plan Commissioners – welcome!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Sanderson, Thomas](#)
Cc: [Note, Inga](#)
Subject: RE: Commuter traffic numbers rand Blvd Study
Date: Tuesday, July 7, 2020 1:44:27 PM

Hello Tom,

I know that Inga is catching up email and preparing for PC July 8. I will just add 2 cents on the survey results. Late in January, the City made an extra social media push for survey responses (maybe the Jan 10 snowstorm helped stir people up -it is a snow route). At that time, I noticed a bump in commuter responses for Grand Boulevard. As you might be aware, Regal, Grand, and High Drive carry a significant amount of peak traffic (Regal & High Drive not studied here). Grand at 43rd represents a split of commuter traffic northbound out of 57th and locations beyond City limits - either down High Drive or Grand in the morning hours. Perry drains off some of this traffic with its traffic controls, but the peak traffic is observable.

It is a good balance to observe that Grand is a principal arterial, well-used by near local residents, but also well-used by commuters from surrounding neighborhoods. Although we recorded many auto oriented trips in the pie chart, the comments provided by respondents gave a more comprehensive picture. Many of the indicator statements (not all) were that if there were more safety features in this area, they would feel safer as non-motorists to traverse the area for daily goods and services, or retail customers. I do not impute conclusions, but at the Community Open Houses, this type of comment was frequently heard from residents of the 3 neighborhoods that intersect at 29th & Grand - Comstock, Manito-Cannon-Hill, and Rockwood.

Inga will definitely have more Engineering numbers than I do. Although this "feeder" information impacts Grand in the Center geographic area, the numbers and behavior are really the platform for the comments we collected on this project.

Sincerely,
Melissa

Melissa Wittstruck | City of Spokane |Assistant Planner II
509.625-6087| main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

-----Original Message-----

From: Sanderson, Thomas <tsanderson@spokanecity.org>
Sent: Friday, July 3, 2020 6:46 AM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>; Note, Inga <inote@spokanecity.org>
Subject: RE: Turning lanes/Grand Blvd Study

Melissa,

Again thank you for your reply yesterday. I'm reading the survey questions and answers. Silly question; 98% of respondents say they travel the area via auto. I imagine this is a typical percentage for a corridor, correct? In other words I shouldn't let that huge number be overly persuasive in any manner as opposed to if it were an exceptionally low number. Or the other options were so minuscule which is almost this situation except for walkers.

Is that fair to say?

Ps, your correspondence skills with the public are kind of amazing. You seem to know half these folks. I read a piece not too long ago about how the role of the public planner should be that of public educator as well as the more traditional role. Well you nailed it Melissa.

Enjoy your holiday weekend,

Tom Sanderson

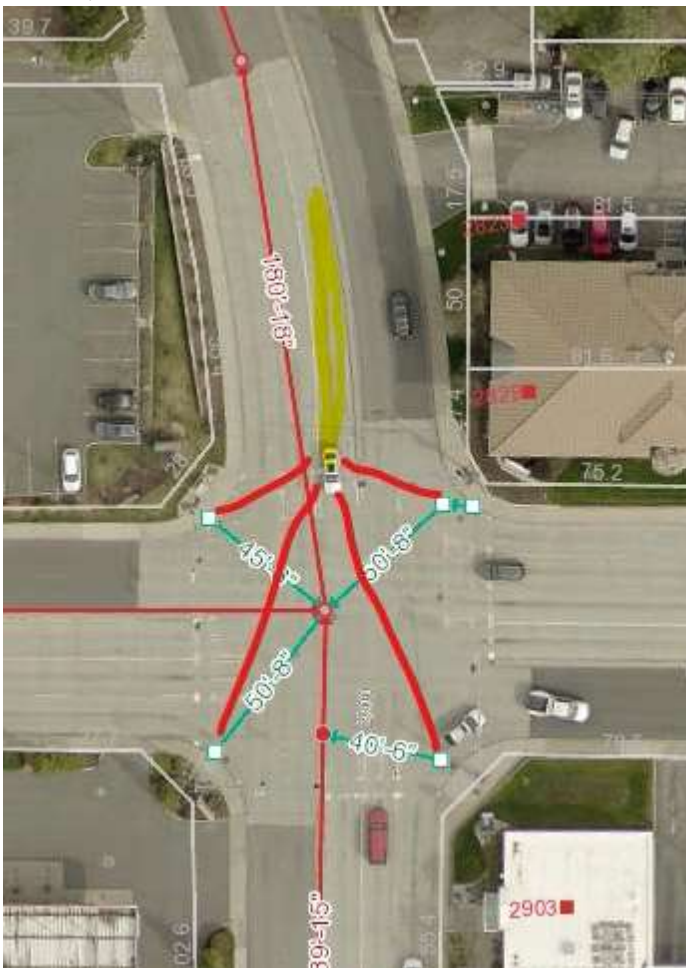
From: [Note, Inga](#)
To: [Wittstruck, Melissa](#)
Subject: FW: 29th and Grand Stormwater
Date: Monday, July 6, 2020 9:08:41 AM
Attachments: [image001.png](#)

Comment from ICM stormwater.

From: Naake, Colin <cnaake@spokanecity.org>
Sent: Monday, July 6, 2020 9:08 AM
To: Note, Inga <inote@spokanecity.org>
Subject: 29th and Grand Stormwater

Inga,

Just a quick aerial of what we could look at to see if infiltration is possible in that filled in turn lane



Thanks,
Colin



Colin Naake, PE | City of Spokane | Associate Engineer - Integrated Capital Management
509.625.6941 | *cell* 916.206.2304 | *fax* 509.625.6822 | cnaake@spokanecity.org | spokanecity.org

From: [Dave Lucas](#)
To: [Wittstruck, Melissa](#)
Subject: Re: Grand Boulevard Study - Plan Commission Hearing Comments extended to July 22
Date: Monday, July 13, 2020 3:55:59 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image002.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Melissa, Thank you for the update.

Did this get shared on Nextdoor to the affected Neighborhoods.

S/F
Dave

On Mon, Jul 13, 2020, 1:04 PM Wittstruck, Melissa <mwittstruck@spokanecity.org> wrote:

Good Afternoon!

At your request, your email was added to the Grand Boulevard Study distribution list for updates and participation opportunities. If you provided comments previously, they have been added to the record of public feedback.

This email is to confirm that you received the notice of virtual public meeting for the Grand Boulevard Study Plan Commission hearing, published in the Spokesman-Review June 24 and July 1, as well as emailed to your email address of record on July 2. Some participants in a separate hearing experienced difficulty with the virtual Webex meeting link and Plan Commission has left the record for that hearing open until July 22.

Out of an abundance of caution, the City is notifying you that if you wished to comment on the Grand Study and were unable to connect and attend the virtual meeting listed in the Plan Commission agenda you may email requesting the public comment record be left open to provide you an opportunity to comment. Please send a request to:

Email: mwittstruck@spokanecity.org

Melissa Wittstruck, City of Spokane Planning, 808 W Spokane Falls Blvd., Spokane WA 99201

You will be notified of any additional information regarding an additional Plan Commission public comment opportunity via email if this occurs, with information on how to participate in a virtual hearing.

In addition, there are future opportunities to comment to City Council on the Grand Boulevard Study, tentatively scheduled for August 17. Notice of Hearing will be published in the City Gazette and Spokesman-Review. You will also receive an email notice of your opportunity to comment.

The city project page can be found here, where the Final Draft Study has been posted, along with other information on the project: <https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>.

Please look in on the project page for future updates!

Again, your interest and participation in the Grand Boulevard Transportation & Land Use Study is very much appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org

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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: lindacmilsow@msn.com
To: [Wittstruck, Melissa](#)
Subject: Re: Grand Boulevard Study - Plan Commission Hearing Comments extended to July 22
Date: Monday, July 13, 2020 1:14:23 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Ok

Linda Milsow, (509) 220-4438

On Jul 13, 2020 1:04 PM, "Wittstruck, Melissa" <mwittstruck@spokanecity.org> wrote:

Good Afternoon!

At your request, your email was added to the Grand Boulevard Study distribution list for updates and participation opportunities. If you provided comments previously, they have been added to the record of public feedback.

This email is to confirm that you received the notice of virtual public meeting for the Grand Boulevard Study Plan Commission hearing, published in the Spokesman-Review June 24 and July 1, as well as emailed to your email address of record on July 2. Some participants in a separate hearing experienced difficulty with the virtual Webex meeting link and Plan Commission has left the record for that hearing open until July 22.

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Email: mwittstruck@spokanecity.org

Melissa Wittstruck, City of Spokane Planning, 808 W Spokane Falls Blvd., Spokane WA 99201

You will be notified of any additional information regarding an additional Plan Commission public comment opportunity via email if this occurs, with information on how to participate in a virtual hearing.

In addition, there are future opportunities to comment to City Council on the Grand Boulevard Study, tentatively scheduled for August 17. Notice of Hearing will be published in the City Gazette and Spokesman-Review. You will also receive an email notice of your opportunity to comment.

The city project page can be found here, where the Final Draft Study has been posted, along with other information on the project: <https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>.

Please look in on the project page for future updates!

Again, your interest and participation in the Grand Boulevard Transportation & Land Use Study is very much appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org

--	--	--

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Jed Maclaurin](#)
To: [Wittstruck, Melissa](#)
Subject: Re: Grand Boulevard Study - Plan Commission Hearing Comments extended to July 22
Date: Monday, July 13, 2020 1:14:01 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks Melissa,

My wife Lizett and I were able to attend the entire virtual meeting and had no difficulties with the technology.

The proposal as presented and voted upon at the meeting is something we strongly affirm and support.

It's great work you all are doing on this! We appreciate it and are excited to see the plan come to fruition.

Best regards,

Jed Maclaurin

Real Estate Broker

Windermere Real Estate

Cell: 509-808-0611

Email: jed@windermere.com

Website: www.jedmaclaurin.com

On Mon, Jul 13, 2020 at 1:04 PM Wittstruck, Melissa <mwittstruck@spokanecity.org> wrote:

Good Afternoon!

At your request, your email was added to the Grand Boulevard Study distribution list for updates and participation opportunities. If you provided comments previously, they have been added to the record of public feedback.

This email is to confirm that you received the notice of virtual public meeting for the Grand Boulevard Study Plan Commission hearing, published in the Spokesman-Review June 24 and July 1, as well as emailed to your email address of record on July 2. Some participants in a separate hearing experienced difficulty with the virtual Webex meeting link and Plan Commission has left the record for that hearing open until July 22.

Out of an abundance of caution, the City is notifying you that if you wished to comment on the Grand Study and were unable to connect and attend the virtual meeting listed in

the Plan Commission agenda you may email requesting the public comment record be left open to provide you an opportunity to comment. Please send a request to:

Email: mwittstruck@spokanecity.org

Melissa Wittstruck, City of Spokane Planning, 808 W Spokane Falls Blvd., Spokane WA 99201

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Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Tiffany DeTienne](#)
To: [Wittstruck, Melissa](#)
Subject: Re: Grand Boulevard Study - Plan Commission Hearing Comments extended to July 22
Date: Tuesday, July 14, 2020 2:11:31 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Melissa,

Thank you for keeping us in the loop! We appreciate all of the work you and your team did on this study.

Peace,

Pastor Tiffany
Manito UMC

On Mon, Jul 13, 2020 at 12:59 PM Wittstruck, Melissa <mwittstruck@spokanecity.org> wrote:

Good Afternoon!

At your request, your email was added to the Grand Boulevard Study distribution list for updates and participation opportunities. If you provided comments previously, they have been added to the record of public feedback.

This email is to confirm that you received the notice of virtual public meeting for the Grand Boulevard Study Plan Commission hearing, published in the Spokesman-Review June 24 and July 1, as well as emailed to your email address of record on July 2. Some participants in a separate hearing experienced difficulty with the virtual Webex meeting link and Plan Commission has left the record for that hearing open until July 22.

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Email: mwittstruck@spokanecity.org

Melissa Wittstruck, City of Spokane Planning, 808 W Spokane Falls Blvd., Spokane WA 99201

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Commission public comment opportunity via email if this occurs, with information on how to participate in a virtual hearing.

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Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

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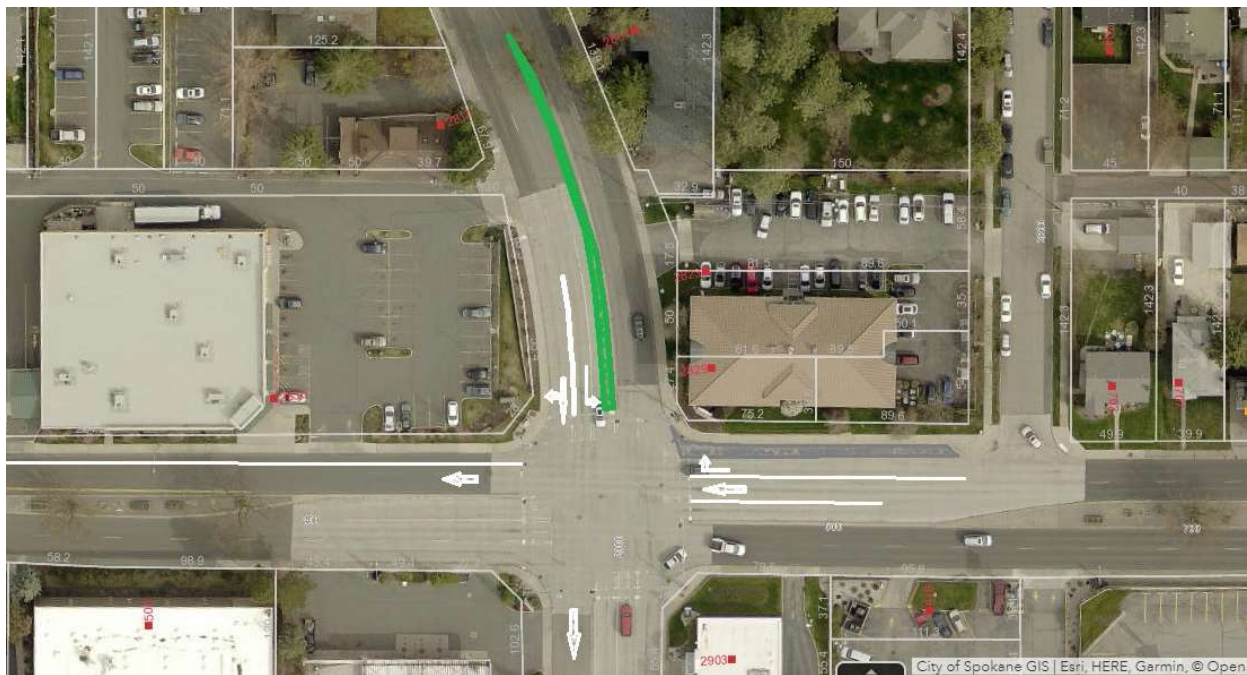
This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Note, Inga](#)
To: [Sanderson, Thomas](#)
Cc: [Wittstruck, Melissa](#)
Subject: RE: Turning lanes/Grand Blvd Study
Date: Wednesday, July 8, 2020 3:47:58 PM
Attachments: [image001.png](#)

Hi Tom,
Hopefully the information below answers your questions. Let me know if not.
Thanks,
Inga

Turn lanes at 34th, 35th, and 36th. There is no strict rule about the need for turn lanes on a road like this. It's helpful for traffic flow purposes to have turn pockets at the intersections and higher volume commercial or apartment driveways. We did not collect traffic counts at these intersections or at the driveways of the apartment complexes inbetween. Maybe we could remove the center lane with minimal impact to the traffic flow. But I'd have to study it in more detail to say for sure. We also have to consider the linear distance needed to transition from a two to three lane section, meaning it takes about a half block to taper the lanes in and out. We could certainly look at this option in the future once we have some design funding.

Southbound turning lane from Grand and northbound turning lane off of 29th. The consultant probably could have added a better graphic to illustrate it. The idea would be to do something like this. The green is the filled-in southbound left turn pocket (which is short and overflows), and then switch the inside through lane to a left-only. This does result in longer queues heading south in the evening. But it allows us to drop the 2nd through lane and have only a single lane on the south side of the intersection. In the westbound direction we would fill in the right-turn pocket and change the outside through lane into a right-only. This gives us a single receiving lane on the west side of the intersection and allows us to start the westbound bike lane at Grand instead of Latawah.



From: Wittstruck, Melissa
Sent: Thursday, July 02, 2020 9:34 AM
To: Sanderson, Thomas; Note, Inga
Subject: RE: Turning lanes/Grand Blvd Study

Hello Tom,
Thank you for reaching out with your questions – entirely within PC member engagement and appreciated. Inga Note is the point person for the transportation specifics and the alternatives discussed. She will be back in office Monday 7/6 and can work on a more detailed response for you. The questions you raise for clarification are certainly welcomed for the hearing July 8.

I spent quite a bit of time with people who attended the workshops and with the survey responses and have a good understanding of what is the desired outcome for the majority of those voices. Our team made sure to incorporate that information into the final draft. There is a strong preference to slow traffic and improve safety for non-motorized users. However, as you know, that input must be paired with the traffic flow data, and the analysis of possible responses to what is currently happening and what could be the future, which always includes doing nothing, along with the potential interventions.

All that being said, the DKS data and analysis of alternatives is in the Appendix and Inga can readily speak to the analysis. I read it, slowly, several times, to get the impact of length of turn pockets, turning movements, traffic flow, and time delays, but I am not a transportation engineer. I do know the analysis included on the ground observation of motorist, transit, bicyclist, pedestrian, and age of users observations, along with 5 years of collision data. I respectfully defer to Inga's response next week, so that you have a more complete response to the points you raised.

Again, thank you for reaching out with questions.
I hope you have a safe (and warmer) holiday weekend.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa

[City Logo 2 color.jpg]

Melissa Wittstruck | City of Spokane | Assistant Planner II 509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org<mailto:mwittstruck@spokanecity.org>
| [spokanecity.org](http://www.spokanecity.org/)<http://www.spokanecity.org/>

[City-website-bar.jpg]<http://www.spokanecity.org/> [Facebook bar.jpg] <http://facebook.com/cityspokane> [Twitter bar.png] <http://twitter.com/spokanecity>

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Sanderson, Thomas <tsanderson@spokanecity.org>

Sent: Thursday, July 2, 2020 9:03 AM

To: Note, Inga <inote@spokanecity.org>; Wittstruck, Melissa <mwittstruck@spokanecity.org>

Subject: RE: Turning lanes/Grand Blvd Study

Good Morning,

First of all I have to say I am amazed at the amount of thorough work you and your department present to the commission for consideration. And I thank you for that.

I am looking over the Grand Blvd Study and I would like to follow-up with an earlier question I had. Specifically, I am looking at the "traffic flow map" which is my area of interest and concern. Firstly, is there a means or study on the need for a turning lane south of 33rd to 37th? I don't see the traffic flow information broken down to show the need for such a lane that provides access to 34th, 35th and 36th east bound. I also wonder if the lack of turning lane would assist in mitigating speeding while also opening up more space for complete street opportunities? (At any point if I am speaking outside my scope as a PC please say so) My second concern has to do with the intersection at 29th and Grand. I understand from your workshop on the 24th that there are thoughts to change the lane structures. This area is a major concern for me as it already has two (2) trouble spots that I want to ensure are being properly addressed. The traffic flow study of 2017 illustrates those places; southbound turning lane from Grand and northbound turning lane off of 29th. Can you give me a quick idea of how these, I'll call them transition spots, are addressed during this portion of the process?

I hope my questions make sense as I am about as novice to planning terminology as you can get.

Again, thank you for your work.

Sincerely,

Tom Sanderson

From: Note, Inga

Sent: Wednesday, June 24, 2020 1:45 PM

To: Wittstruck, Melissa; Sanderson, Thomas

Subject: RE: Turning lanes/Grand Blvd Study Tom, I'll try to remember to address it during the presentation today. But please remind me if I forget.

Thanks

Inga

From: Wittstruck, Melissa <mwittstruck@spokanecity.org><mailto:mwittstruck@spokanecity.org>>

Sent: Wednesday, June 24, 2020 12:52 PM

To: Sanderson, Thomas <tsanderson@spokanecity.org><mailto:tsanderson@spokanecity.org>>

Cc: Note, Inga <inote@spokanecity.org><mailto:inote@spokanecity.org>>

Subject: Turning lanes/Grand Blvd Study

Good Afternoon Tom

Inga Note is the Senior Transportation Engineer on the Grand Blvd Study, so I have copied her on your question. There has been quite a bit of interest in the number of lanes generally, as well as turning movements, so I am sure Inga will be addressing that this afternoon. In the meantime, she has a bit of time to study your query ahead of the workshop. I look forward to meeting you and the other new Plan Commissioners – welcome!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa

[City Logo 2 color.jpg]

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| [spokanecity.org](http://www.spokanecity.org/)<http://www.spokanecity.org/>

[City-website-bar.jpg]<http://www.spokanecity.org/> [Facebook bar.jpg] <http://facebook.com/cityspokane> [Twitter bar.png] <http://twitter.com/spokanecity>

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Black, Tirrell](#)
Subject: Grand Boulevard Plan Commission Hearing DRAFT extension of public comment
Date: Thursday, July 9, 2020 3:31:39 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good Afternoon!

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This email is to confirm that you received the notice of virtual public meeting for the Grand Boulevard Study Plan Commission hearing, published in the Spokesman-Review June 24 and July 1, as well as emailed to your email address of record on July 2. Some participants in a separate hearing experienced difficulty with the virtual Webex meeting link and Plan Commission has left the record for that hearing open until July 22.

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Email: mwittstruck@spokanecity.org

Melissa Wittstruck, City of Spokane Planning, 808 W Spokane Falls Blvd., Spokane WA 99201

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Please look in on the project page for future updates!

Again, your interest and participation in the Grand Boulevard Transportation & Land Use Study is very much appreciated.

*I will be working remotely until further notice and will respond to emails as quickly as possible.
Thank you for your patience!*

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Sanderson, Thomas](#)
Cc: [Note, Inga](#)
Subject: RE: Turning lanes/Grand Blvd Study
Date: Thursday, July 9, 2020 9:10:21 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Thank you for the feedback Tom. As projects are able to connect with funding, additional studies will be conducted, as you suggest. Changes over time will also be a factor, since the Study is a snapshot of current data that incorporates 2040 forecasts, and there is no way to predict when funding a project might happen! This is a critical intersection for many different users.

Our team is very appreciative of the time and attention you and your Plan Commission colleagues invested in this Study. Many people are looking forward to seeing the work bear fruit over the next several years.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Sanderson, Thomas <tsanderson@spokanecity.org>
Sent: Thursday, July 9, 2020 7:29 AM
To: Note, Inga <inote@spokanecity.org>
Cc: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: RE: Turning lanes/Grand Blvd Study

Inga,

Thank you for this reply. I appreciate the insight of your response. I do understand that this was just a study and now if approved by the council, any actual work will have to be funded. It's a fact I have to keep reminding myself of. That said, I do not like the consultant's proposal for the 29th and Grand intersection. Frankly, speaking as someone who uses that intersection daily I think there are specifics about this spot that an outside consultant wouldn't be able to observe. Before any step is taken at this spot I personally would like to see a more proactive approach to mitigating the "traffic issue" in the form of signage. I think if drivers were directed better at the southbound lanes approaching 29th there would be a smoother flow. I'm also concerned with the west bound proposal in respect to the egress from the Super 1 parking lot. I feel that a more comprehensive study for this intersection may be required.

This is a project I look forward to observing and assisting with in any way I can.

I have to thank you folks again for your work and for helping me with my transition into my role by answering my many questions with patience and clarity.

Sincerely,
Tom Sanderson

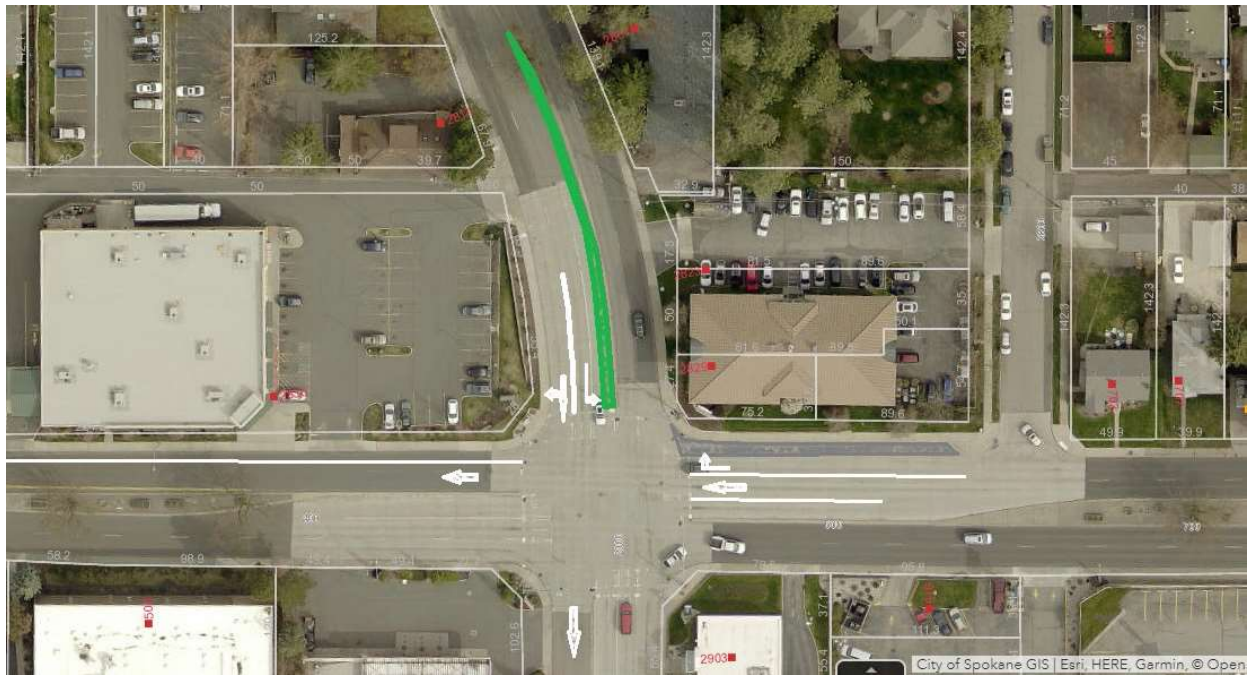
From: Note, Inga
Sent: Wednesday, July 08, 2020 3:47 PM
To: Sanderson, Thomas
Cc: Wittstruck, Melissa
Subject: RE: Turning lanes/Grand Blvd Study

Hi Tom,
Hopefully the information below answers your questions. Let me know if not.
Thanks,
Inga

Turn lanes at 34th, 35th, and 36th. There is no strict rule about the need for turn lanes on a road like this. It's helpful for traffic flow purposes to have turn pockets at the intersections and higher volume commercial or apartment driveways. We did not collect traffic counts at these intersections or at the driveways of the apartment complexes inbetween. Maybe we could remove the center lane with minimal impact to the traffic flow. But I'd have to study it in more detail to say for sure. We also have to consider the linear distance needed to transition from a two to three lane section, meaning it takes about a half block to taper the lanes in and out. We could certainly look at this option in the future once we have some design funding.

Southbound turning lane from Grand and northbound turning lane off of 29th. The consultant probably could have added a better graphic to illustrate it. The idea would be to do something like this. The green is the filled-in southbound left turn pocket (which is short and overflows), and then switch the inside through lane to a left-only. This does result in longer queues heading south in the evening. But it allows us to drop the 2nd through lane and have only a single lane on the south side of the intersection.

In the westbound direction we would fill in the right-turn pocket and change the outside through lane into a right-only. This gives us a single receiving lane on the west side of the intersection and allows us to start the westbound bike lane at Grand instead of Latawah.



From: Wittstruck, Melissa
 Sent: Thursday, July 02, 2020 9:34 AM
 To: Sanderson, Thomas; Note, Inga
 Subject: RE: Turning lanes/Grand Blvd Study

Hello Tom,

Thank you for reaching out with your questions – entirely within PC member engagement and appreciated. Inga Note is the point person for the transportation specifics and the alternatives discussed. She will be back in office Monday 7/6 and can work on a more detailed response for you. The questions you raise for clarification are certainly welcomed for the hearing July 8.

I spent quite a bit of time with people who attended the workshops and with the survey responses and have a good understanding of what is the desired outcome for the majority of those voices. Our team made sure to incorporate that information into the final draft. There is a strong preference to slow traffic and improve safety for non-motorized users. However, as you know, that input must be paired with the traffic flow data, and the analysis of possible responses to what is currently happening and what could be the future, which always includes doing nothing, along with the potential interventions.

All that being said, the DKS data and analysis of alternatives is in the Appendix and Inga can readily speak to the analysis. I read it, slowly, several times, to get the impact of length of turn pockets, turning movements, traffic flow, and time delays, but I am not a transportation engineer. I do know the analysis included on the ground observation of motorist, transit, bicyclist, pedestrian, and age of users observations, along with 5 years of collision data. I respectfully defer to Inga's response next week, so that you have a more complete response to the points you raised.

Again, thank you for reaching out with questions.
 I hope you have a safe (and warmer) holiday weekend.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,
 Melissa

[City Logo 2 color.jpg]

Melissa Wittstruck | City of Spokane | Assistant Planner II 509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org <<mailto:mwittstruck@spokanecity.org>>
<http://www.spokanecity.org/>>

[City-website-bar.jpg]<<http://www.spokanecity.org/>> [Facebook bar.jpg] <<http://facebook.com/cityspokane>> [Twitter bar.png] <<http://twitter.com/spokanecity>>

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Sanderson, Thomas <tsanderson@spokanecity.org>
 Sent: Thursday, July 2, 2020 9:03 AM
 To: Note, Inga <inote@spokanecity.org>; Wittstruck, Melissa <mwittstruck@spokanecity.org>
 Subject: RE: Turning lanes/Grand Blvd Study

Good Morning,

First of all I have to say I am amazed at the amount of thorough work you and your department present to the commission for consideration. And I thank you for that.

I am looking over the Grand Blvd Study and I would like to follow-up with an earlier question I had. Specifically, I am looking at the "traffic flow map" which is my area of interest and concern. Firstly, is there a means or study on the need for a turning lane south of 33rd to 37th? I don't see the traffic flow information broken down to show the need for such a lane that provides access to 34th, 35th and 36th east bound. I also wonder if the lack of turning lane would assist in mitigating speeding while also opening up more space for complete street opportunities? (At any point if I am speaking outside my scope as a PC please say so) My second concern has to do with the intersection at 29th and Grand. I understand from your workshop on the 24th that there are thoughts to change the lane structures. This area is a major concern for me as it already has two (2) trouble spots that I want to ensure are being properly addressed. The traffic flow study of 2017 illustrates those places; southbound turning lane from Grand and northbound turning lane off of 29th.

Can you give me a quick idea of how these, I'll call them transition spots, are addressed during this portion of the process?

I hope my questions make sense as I am about as novice to planning terminology as you can get.

Again, thank you for your work.

Sincerely,
Tom Sanderson

From: Note, Inga
Sent: Wednesday, June 24, 2020 1:45 PM
To: Wittstruck, Melissa; Sanderson, Thomas
Subject: RE: Turning lanes/Grand Blvd Study Tom, I'll try to remember to address it during the presentation today. But please remind me if I forget.
Thanks
Inga

From: Wittstruck, Melissa <mwittstruck@spokanecity.org<<mailto:mwittstruck@spokanecity.org>>>
Sent: Wednesday, June 24, 2020 12:52 PM
To: Sanderson, Thomas <tsanderson@spokanecity.org<<mailto:tsanderson@spokanecity.org>>>
Cc: Note, Inga <inote@spokanecity.org<<mailto:inote@spokanecity.org>>>
Subject: Turning lanes/Grand Blvd Study

Good Afternoon Tom

Inga Note is the Senior Transportation Engineer on the Grand Blvd Study, so I have copied her on your question. There has been quite a bit of interest in the number of lanes generally, as well as turning movements, so I am sure Inga will be addressing that this afternoon. In the meantime, she has a bit of time to study your query ahead of the workshop. I look forward to meeting you and the other new Plan Commissioners – welcome!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,
Melissa

[City Logo 2 color.jpg]

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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
Cc: [Black, Tirrell](#); [Meuler, Louis](#); [Wittstruck, Melissa](#)
Subject: Grand Blvd Study - Jul 22 Plan Commission procedure for Public Comment Question
Date: Monday, July 20, 2020 12:27:54 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good Afternoon!

At your request, your email was added to the Grand Boulevard Study distribution list for updates and participation opportunities. If you provided comments previously, they have been added to the record of public feedback.

Out of an abundance of caution, the City is notifying you that if you wished to comment on the Grand Study and were unable to connect and attend the virtual meeting listed in the July 8 Plan Commission agenda you may join the July 22 Plan Commission meeting and so indicate your desire to comment when the question is raised at **4:10 pm this Wednesday, July 22, 2020**. This procedure will be part of the Plan Commission's regular meeting, which will be held virtually by online teleconference using the Webex App. The agenda and supporting materials can be found [HERE](#). Instructions for how to join are on the second page of the agenda.

Below is a link to a Webex instructional webpage for more information:

<https://help.webex.com/en-us/9eed9t/Get-Started-Joining-a-Meeting-Event-or-Training-Session-with-the-Webex-Web-App>

Please contact Jackie Churchill (509-625-6500 / jchurchill@spokanecity.org) or myself if you have difficulty logging in prior to the 4:10 pm start for this agenda item.

In addition, there are future opportunities to comment to City Council on the Grand Boulevard Study, tentatively scheduled for August 17. Notice of Hearing will be published in the City Gazette and Spokesman-Review. You will also receive an email notice of your opportunity to comment.

The city project page can be found here, where the Final Draft Study has been posted, along with other information on the project:
<https://my.spokanecity.org/projects/grand-boulevard-transportation-and-land-use-study/>.

Please look in on the project page for updates!

Again, your interest and participation in the Grand Boulevard Transportation & Land Use Study is very much appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Wittstruck, Melissa](#)
To: [Mary Gentile](#); [jessica engelman](#)
Cc: [Note, Inga](#); [Quinn-Hurst, Colin](#); [Wittstruck, Melissa](#)
Subject: RE: Grand Blvd.
Date: Tuesday, July 21, 2020 12:41:14 PM

Hello David,
Thank you for your feedback on the Grand Blvd Study. I will include it with the comment package that goes to City Council. The Grand Blvd Study transportation portion of this project focuses on Grand, 28th Ave - 34th Ave. The Study does note that 33rd Ave is a greenway and the alternatives do recommend a rectangular rapid flashing beacon (RRFB) at 33rd and Grand for the many users of the route. I have forwarded your comment to both Inga Note, Sr Transportation Engineer on the Grand project, and Colin Quinn-Hurst who is currently shepherding the Master Plan Comprehensive Plan amendments through.
Sincerely, Melissa Wittstruck
Planner

From: Mary Gentile [gentile914@comcast.net]
Sent: Tuesday, July 21, 2020 11:37 AM
To: Wittstruck, Melissa; jessica engelman
Subject: Grand Blvd.

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Melissa,
Thank you for you Grand Blvd. meeting notice, that I will not be able to attend, but I do have some info that I would like to share.

I have been involved with SopKat and the project to remake the city bike map. My part is the South Hill.

I am requesting that if not already in the planning document, that pedestrian crosswalks with red lights be added to the document. The route I am referring to is the east-west connection to High Drive using 34th and 33rd starting at Havana(near Chase school) continuing to Hlgh Drive. I wish to have a safer crossing across Freya, Regal, Perry, and Grand Ave.

Thanks for your consideration.
David Adams
SpoKat, Spokane Bike Club Member

From: [Wittstruck, Melissa](#)
To: [Ron Stone](#)
Cc: [Note, Inga](#)
Subject: RE: Grand Boulevard Study -
Date: Wednesday, July 22, 2020 5:12:07 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Ron,

Thank you for your comment. If I understand correctly, your comment is regarding revisions to the center median on 29th Avenue between Grand and Arthur, which is within the larger Study area for land use, but outside of the Transportation focus area. The consultant team did hear from several people regarding the median in this location for aesthetics and pedestrian safety as you suggest. However, the median was not included in the alternatives for transportation along Grand Blvd 28th Ave to 34th Ave, as it was outside of the transportation Study area at this time. There are no funded projects as this is a Study that lays the groundwork for future consideration for public improvements. As I noted, there were several comments on this median, as well as the median along 29th to the west of Grand, and the median just north of the 29th & Grand intersection.

Plan Commission has voted to forward the Study to City Council for discussion and legislative action by resolution. I will include your comment to the City Council. In addition, you will also have the opportunity to testify at the City Council hearing, tentatively scheduled for August 17. Of course, you can submit further written comments that will be included in the record that will be forwarded to Council.

Please let me know if you have any questions or would like further information at any time. Again, your participation and comments are appreciated.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Ron Stone <ron.stone@directsun.com>

Sent: Wednesday, July 22, 2020 4:00 PM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: Grand Boulevard Study

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good afternoon Melissa,

It has recently come to my attention that the greater study area includes East 29th Ave to Arthur St. Accordingly, I wish to suggest improvements to or complete revision of the center median for both aesthetics and pedestrian crossing safety.

Thank you for your consideration

Ron Stone
930 E 28th Ave
Spokane WA 99203

From: [Wittstruck, Melissa](#)
To: [Ron Stone](#)
Subject: RE: Grand Boulevard Study -
Date: Thursday, July 23, 2020 4:50:24 PM
Attachments: [20181205. DRAFTSpokane 29th Avenue Corridor Study.docx](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Ron,

Thank you for replying. I'm attaching draft of an outside consultant study of 29th transportation done about a year and a half ago, requested by Council. It includes survey data collected independent of the study by citizens working on a Spokane Matters team (an initiative under the former Mayor). Due to the pandemic and some telecommute access, I have a little difficulty in accessing the final report, but will try to get it for you.

The Rockwood Neighborhood Council, north of 29th Ave and east of Grand Blvd has been very vocal about the crossings you mentioned in your email. Although the consultant was not able to highlight those from observation, the fact that people do try to cross 29th, or would like to be able to do so safely, came out in survey and meetings. The citizen survey also talked about just being able to feel safe walking, biking, or traveling E-W along 29th Ave if a person had mobility challenges.

The larger Grand Study boundaries were at the request of Council, targeted on Land Use, Zoning, and Market Analysis tied to the critical housing choice shortage in Spokane. The traffic issues in the neighborhoods are definitely related, but for this Study, the traffic part funded by Comstock Neighborhood Council was along Grand. Of course, all the arterials in this area have capacity, but the patterns are changing. I have lived in this specific area for most of 60 years and observed a lot of change too.

Yes, I will include your comments to the City Council.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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From: Ron Stone <ron.stone@directsun.com>
Sent: Thursday, July 23, 2020 2:36 PM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Subject: RE: Grand Boulevard Study -

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Melissa, thank you for your detailed reply. My first job following college was with a Seattle consulting firm that performed public policy planning and management, part of which included neighborhood outreach and planning and working with many different public constituencies such as public transportation, storm water management, electric utility transmission corridors, and so forth. We also managed election campaigns. Once elected, the officials would hire the firm to perform these projects.

When I first became involved with the south Grand Blvd Study I concluded that the study area was Grand Ave from 29th to 33rd. When your final report was issued I saw the outer boundary area and quickly submitted a brief comment in advance of the 4pm meeting. I have lived on 28th Ave for 10 years. I was born 4 houses to the east. My dog was killed crossing 29th.

I have continuously observed pedestrians struggle to cross 29th at Garfield, Arthur, and Scott. The stoplights at Perry and at Grand sometimes slow traffic, but traffic speeds at Arthur and at Garfield are typically 40 mph. Pedestrians crossing 29th at Garfield and at Scott are forced to wait on the median with no space on the median to congregate. There are no marked crosswalks. Crossings are also difficult for bike riders. Left hand turns eastbound on 29th to Garfield is at the crest of a hill and there is no visibility of oncoming west bound traffic on 29th. I believe this issue is the most critical facing the Manito neighborhood at this time. I believe the appropriate solution for softening traffic on 29th and accommodating pedestrians is to reduce 29th from 5 lanes to 3 lanes from Perry to Grand. 29th to the west of Grand is 3 lanes. Doing so would achieve the very same goals identified in the Grand Study and would then apply to the Manito neighborhood.

I am certain you will forward my concerns to the appropriate City departments. Possibly this issue will be included in future public improvement allocations. Your Grand Study process has been very helpful and well implemented and the report is well prepared and will be useful for many years. I believe the study parameters should have included 29th from Grand to Arthur or even Perry. The study is focused on a corridor instead of a neighborhood.

Regards,
~Ron
509 435 6526

From: Wittstruck, Melissa [<mailto:mwittstruck@spokanecity.org>]
Sent: Wednesday, July 22, 2020 5:12 PM
To: Ron Stone
Cc: Note, Inga
Subject: RE: Grand Boulevard Study -

Hello Ron,

Thank you for your comment. If I understand correctly, your comment is regarding revisions to the center median on 29th Avenue between Grand and Arthur, which is within the larger Study area for land use, but outside of the Transportation focus area. The consultant team did hear from several people regarding the median in this location for aesthetics and pedestrian safety as you suggest. However, the median was not included in the alternatives for transportation along Grand Blvd 28th Ave to 34th Ave, as it was outside of the transportation Study area at this time. There are no funded projects as this is a Study that lays the groundwork for future consideration for public improvements. As I noted, there were several comments on this median, as well as the median along 29th to the west of Grand, and the median just north of the 29th & Grand intersection.

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I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

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From: Ron Stone <ron.stone@directsun.com>
Sent: Wednesday, July 22, 2020 4:00 PM
To: Wittstruck, Melissa <mwittstruck@spokanecity.org>

Subject: Grand Boulevard Study

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good afternoon Melissa,

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Thank you for your consideration

Ron Stone
930 E 28th Ave
Spokane WA 99203

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE GRAND BOULEVARD TRANSPORTATION AND LAND USE
STUDY**

A recommendation of the City of Spokane Plan Commission to the City Council in the matter of the Grand Boulevard Transportation and Land Use Study (“the Study”), prepared by the Comstock Neighborhood Council with participation from Rockwood and Manito-Cannon Hill Neighborhoods, as a guide for Grand Boulevard improvement activities in the vicinity of 27th Avenue to 37th Avenue.

FINDINGS OF FACT:

- A. The City of Spokane Charter, Section 73, provides for the establishment of Neighborhood Councils. The Comstock Neighborhood Council was formed according to City requirements.
- B. The City of Spokane is currently divided into 29 neighborhoods, including Comstock, Rockwood, and Manito-Cannon Hill neighborhoods which together generally comprise those portions of the City lying south of downtown from 17th Avenue to 54th Avenue, High Drive to Perry Street.
- C. According to City of Spokane Charter Section 74, Neighborhood Councils may review and recommend a plan to the City Council and the Plan Commission regarding matters affecting the neighborhood.
- D. The Comstock Neighborhood Council allocated Traffic Calming program dollars for the Grand Boulevard Transportation and Land Use Study to emphasize safety through the Comprehensive Plan designated Grand District Center with more opportunities for safe travel by all modes and all users and Spokane City Council allocated \$50,000 in to analyze existing land use in the Center and identify capacity for future growth.
- E. The City of Spokane secured the services of a consultant team for the purpose of preparing the plan (OPR 2019-0509), and signed a contract on July 15, 2019. DKS Associates (“the consultant”) was selected as the prime consultant.
- F. The City, neighborhoods, and the consultant held a series of focus interviews including neighborhoods, business owners, and Spokane Public Schools, two combined workshops and open houses and an online community survey for the purposes of collecting information from stakeholders and the public and developing the features of the Study from October 2019 to February 2020. The City has

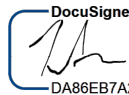
continued to take public comment from March to July of 2020 through email correspondence, along with feedback from City departments.

- G. A final draft Study was completed by the consultant and presented online for public review in June 2020 due to safety considerations for the public during the Covid-19 pandemic conditions.
- H. The Study documents the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and public improvement projects, specifically as they relate to future actions in the Grand District Center.
- I. The alternatives outlined in the Study are consistent with policy guidance in the City Comprehensive Plan *Shaping Spokane*. Particularly, Chapter 3 Land Use policies regarding land use policy for neighborhoods, District Centers as designated, Single-family residential areas, and higher density residential uses.
- J. The alternatives outlined in the Study are consistent with policy guidance in the City Comprehensive Plan *Shaping Spokane*. Particularly, Chapter 4 Transportation Goals A-G, regarding sense of place, transportation choices, accommodating access to daily goods and priority destinations, promoting economic opportunity, respecting natural and community environments, public health and safety, and maximizing public benefits and fiscal responsibility with integration.
- K. The alternatives outlined in the Study are consistent with statements for the desired future in this area as put forth in the 2014 Connectivity and Livability Plan developed with the South Hill Coalition and adopted by Council Resolution, particularly greenway connections, crossing improvements, and more walkable centers attractive to reinvestment.
- L. The alternatives outlined in the Study are consistent with the desired goals for the Traffic Calming Study requested by Comstock Neighborhood Council, specifically to address safety for all users of all abilities in the Grand District Center area.
- M. The Plan Commission recognizes the Study recommendations do not direct nor result in any change to land use or zoning, nor does the Study commit to funding of any public improvement in the Comstock, Rockwood, and Manito-Cannon Hill Neighborhood Councils.

- N.** Notice of Plan Commission hearing was published in the Spokesman-Review on June 24 and July 1, 2020 and the Plan Commission held a hearing July 8, received public comment, and voted to recommend the Spokane City Council approve the resolution recognizing the Study. Due to an abundance of caution the Plan Commission chose to provide citizens additional time to register comment if the July 8, 2020 hearing did not afford adequate opportunity due to online difficulties at the July 22, 2020 meeting. Hearing none, Plan Commission confirmed the vote to recommend to City Council on July 22, 2020.

CONCLUSION AND RECOMMENDATION:

In the matter of the Grand Boulevard Transportation and Land Use Study, the Plan Commission recommends by a vote of 9-0 the Spokane City Council **APPROVE** the Resolution recognizing the Study as a record of the neighborhood's ongoing desire and effort to continue building vibrant, healthy, active, safe, and connected neighborhoods for all residents.

DocuSigned by:

DA86EB7A2B58484...

**Todd Beyreuther, President
Spokane Plan Commission
July 8, 2020**

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

07/27/2020

Date Rec'd

7/15/2020

Clerk's File #

ORD C35921

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**MEGHANN 6903
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0620 - REORGANIZATION OF THE NEIGHBORHOOD & BUSINESS SVCS DIVISION

Agenda Wording

Proposed Changes to Organizational Structure

Summary (Background)

The Administration is proposing to reorganize the Neighborhood and Business Services (NBS) division to better align with strategic community priorities. As a Division Department in the SMC at 03.01A.245, NBS and its aligned departments provides support and direction for the City's community-oriented departments, as well as planning and developer services, historic preservation, and housing and human services.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**STEINOLFSON,
MEGHANN**Study Session\Other**Urban Experience
Committee**Division Director**STEINOLFSON,
MEGHANN**Council Sponsor**

Karen Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

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

Division: Neighborhood and Business Services

Subject: Proposed Changes to Organizational Structure

Date: 7/13/20

Contact: Wes Crago, City Administrator

Council Sponsor: CM Stratton

Executive Sponsor: Mayor Nadine Woodward

Committee Impacted: Urban Experience

Type of Agenda Item: Discussion

Deadline:

- Committee Briefing: Urban Experience 7/13/20
- Advance Agenda Briefing: 7/20/20
- First Reading: 7/27/20
- Council Action: 8/3/20

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

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

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

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

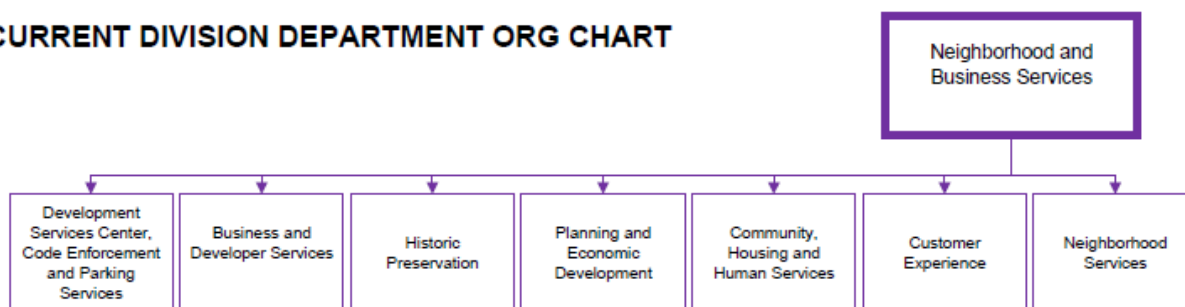
community-oriented departments, as well as planning and developer services, historic preservation, and housing and human services.

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

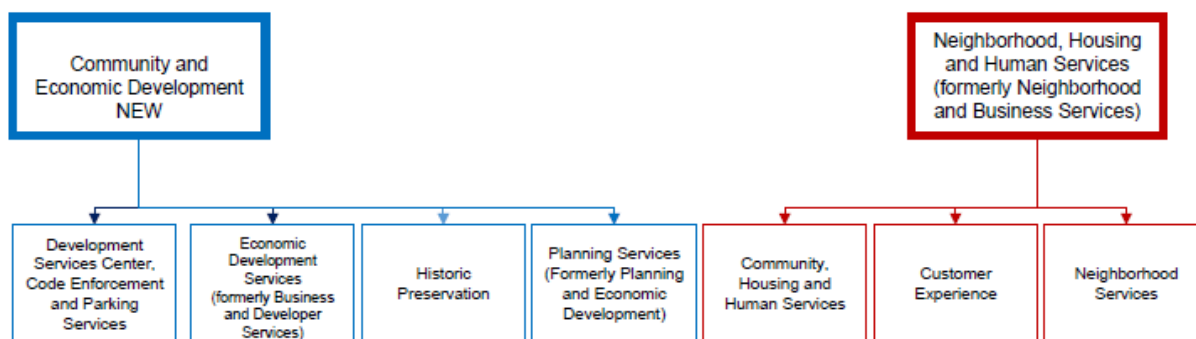
- **Neighborhood, Housing, and Human Services (NHHS)** serves citizens and builds healthy neighborhoods through community engagement, by delivering information, securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods, and organizations to resources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

Here are the current and proposed organizational charts:

CURRENT DIVISION DEPARTMENT ORG CHART



PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART



As currently structured, the goals of this reorganization are:

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

Proposed Leadership:

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

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

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

Attachments:

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

Budget Impact:

Approved in current year budget: Y/N/ N/A

Annual/Reoccurring expenditure: Y/N/ N/A

If new, specify funding source: N/A

Other budget impacts: _____

Operations Impact:

Consistent with current operations/policy: N/A

Requires change in current operations/policy: Yes

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



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 07/08/2020

Type of expenditure:

Goods



Services



Department: All

Approving Supervisor: NA

Amount of Proposed Expenditure: NA

Funding Source: NA

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

NA

What are the impacts if expenses are deferred?

NA

What alternative resources have been considered?

NA

Description of the goods or service and any additional information?

NA

Person Submitting Form/Contact: NA

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE C35921

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

The City of Spokane does ordain:

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

3.01A.210 Division Departments

The following departments shall be considered as division departments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.01A.367 Community and Economic Development Services

A. The division of community and economic development services administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives.

B. The division director of community and economic development services is responsible for the leadership and management of the division and various departments under the supervision of the division.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

Division: Neighborhood and Business Services

Subject: Proposed Changes to Organizational Structure

Date: 7/13/20

Contact: Wes Crago, City Administrator

Council Sponsor: CM Stratton

Executive Sponsor: Mayor Nadine Woodward

Committee Impacted: Urban Experience

Type of Agenda Item: Discussion

Deadline:

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

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

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

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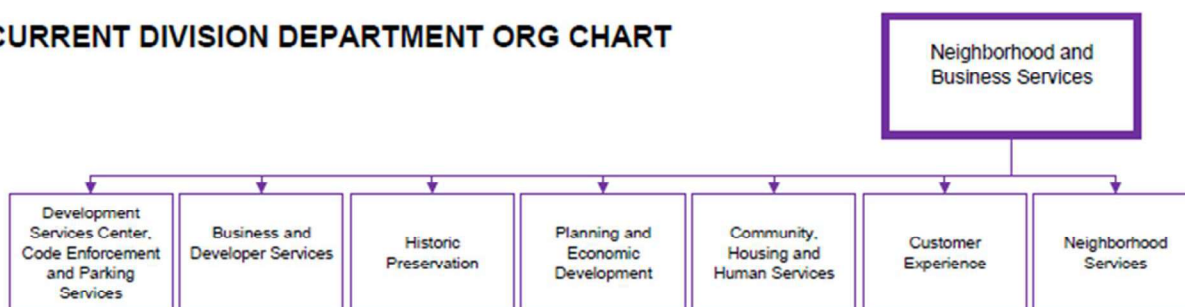
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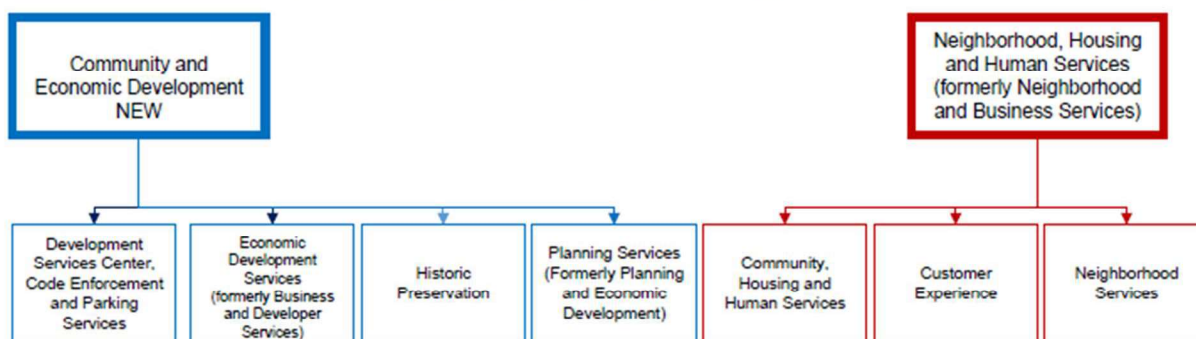
- **Neighborhood, Housing, and Human Services (NHHS)** serves citizens and builds healthy neighborhoods through community engagement, by delivering information, securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods, and organizations to resources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

Here are the current and proposed organizational charts:

CURRENT DIVISION DEPARTMENT ORG CHART



PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART



As currently structured, the goals of this reorganization are:

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

Proposed Leadership:

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

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

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

Attachments:

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

Budget Impact:

Approved in current year budget: Y

Annual/Reoccurring expenditure: N/A

If new, specify funding source: N/A

Other budget impacts:

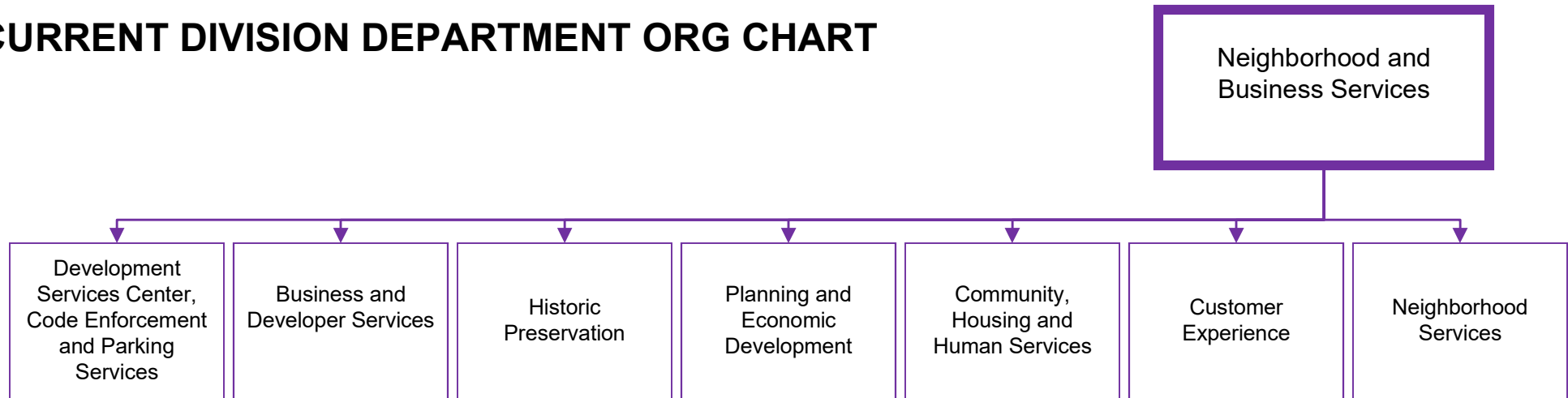
Operations Impact:

Consistent with current operations/policy: N/A

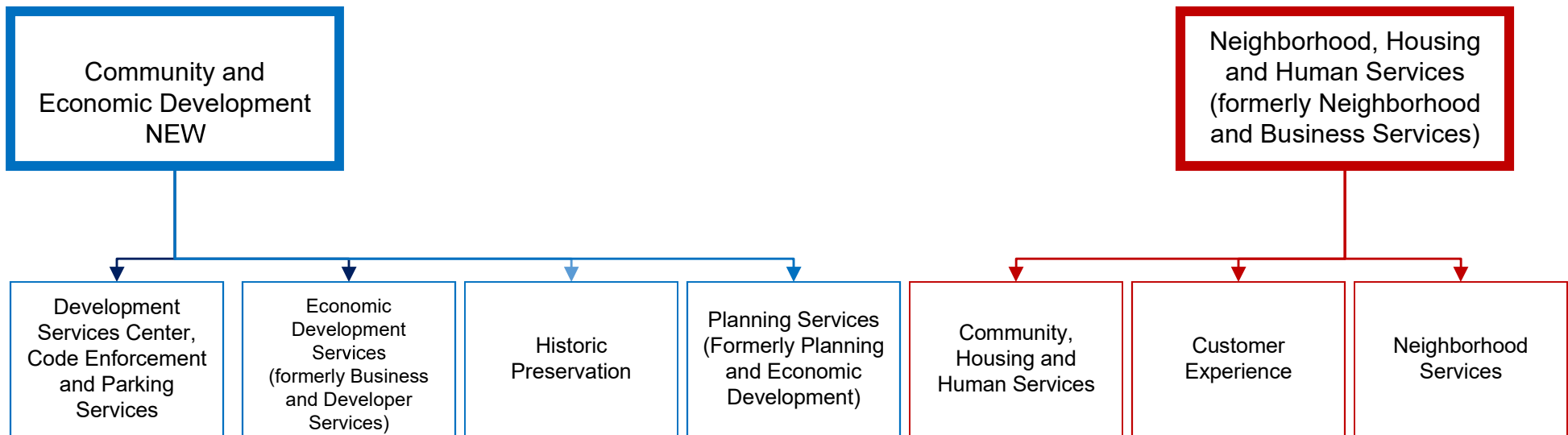
Requires change in current operations/policy: Yes

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

CURRENT DIVISION DEPARTMENT ORG CHART



PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART



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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35819

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700- VACATION OF ALAMEDA CT

Agenda Wording

Vacation of Alameda Ct., EXCEPT the west 100' as requested by Community Frameworks.

Summary (Background)

At its legislative session held on September 9, 2019, the City Council set a hearing on the above vacation for Alameda Ct., EXCEPT the west 100'. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

WEST, JACQUE

Study Session\Other

UE 08/12/2019

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

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Rthompson@spokanecity.org

sbishop@spokanecity.org

Briefing Paper (Urban Experience Committee)

Division & Department:	Developer Services
Subject:	Vacation of Alameda Ct east of Central Ct except the west 100'
Date:	August 12, 2019
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
Background/History: The property owner would like to vacate the right-of-way in order to reduce/eliminate trespass, dumping and illegal activities in the RW.	
Executive Summary: <ul style="list-style-type: none"> Community Frameworks would like to fully use the site to accommodate access, parking, and open space area for a proposed affordable housing project. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

ORDINANCE NO. 35819

An ordinance vacating **Portions of** Alameda Ct. in the plat of Crowder's Addition **EXCEPT the west 100 feet and more particularly described below**

WHEREAS, a petition for the vacation of **Portions of** Alameda Ct. in the plat of Crowder's Addition **and more particularly described below** **EXCEPT the west 100 feet** has been filed with the City Clerk representing 68.75% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That **Portion of** Alameda Ct. **that is more particularly described below, EXCEPT the west 100 feet, as platted by the plat of Crowder's Addition as recorded with the Spokane County Auditor in Bk D, PG 65 under recording Number 3100166,** is hereby vacated. Parcel number not assigned.

That portion of Alameda Court within Block 5 of the plat of Crowder's Addition to Spokane, as recorded in Book D of Plats, Page 65, records of Spokane County, Washington, lying adjacent to Lots 1 to 6, inclusive, and Lots 31 to 36, inclusive, and together with that portion of said Alameda Court lying adjacent to the East 20.00 feet of Lot 7 and the East 20.00 feet of Lot 30.

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

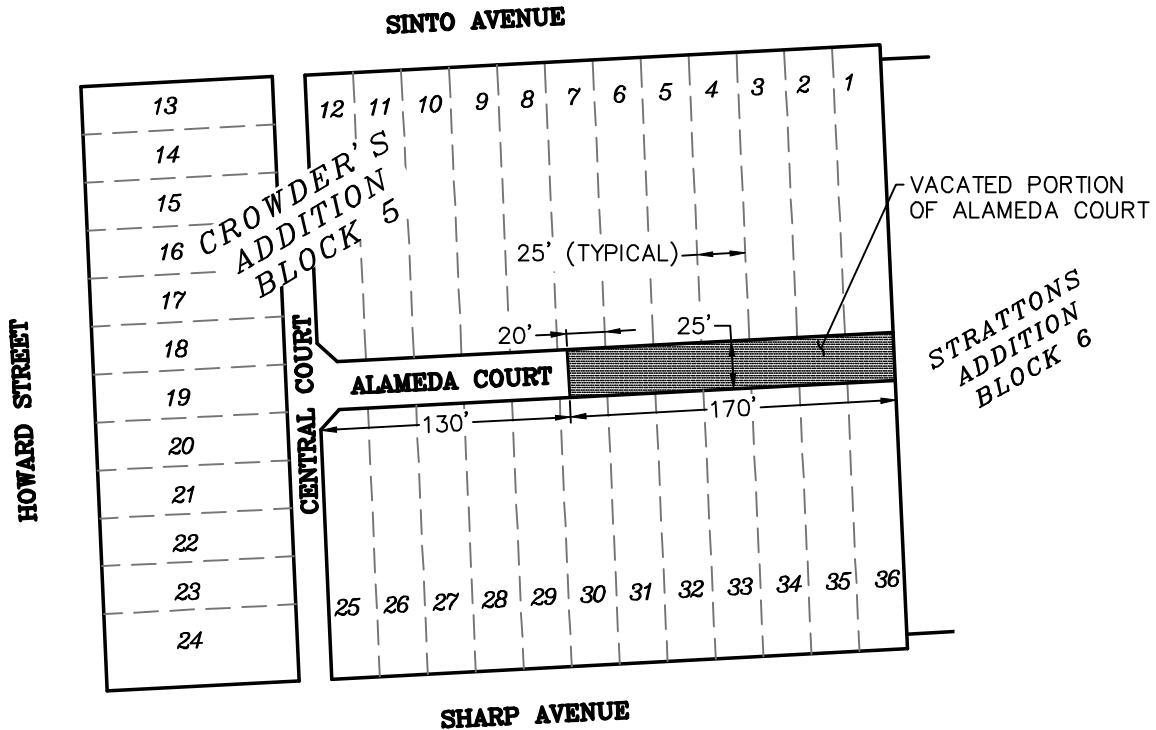
Mayor

Date: _____

Effective Date: _____

ALAMEDA COURT VACATION EXHIBIT

A PORTION OF BLOCK 5 OF CROWDER'S ADDITION TO SPOKANE,
BOOK D OF PLATS, PAGE 65
WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER,
SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M.,
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON



GRAPHIC SCALE
0 50 100
(IN FEET)
1 inch = 100 ft.



X-20-079 CTRL.dwg 8.5x11 (Auditor) (2)

storhäug
civil engineering | planning
landscape architecture | surveying
510 east third avenue | spokane, washington 99202
p 509.242.1000 f 509.242.1001

ALAMEDA COURT VACATION EXHIBIT
BLOCK 5, CROWDER'S ADDITION TO SPOKANE
SPOKANE, WA.

DRAWN	TAC	DATE	07/21/2020	EXHIBIT	1
CHECKED	TAC	SCALE	1" = 100'	PROJECT	20-079

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35924

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

TIM 6225

Project #**Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 YELLOWSTONE PIPELINE FRANCHISE

Agenda Wording

Ordinance granting Yellowstone Pipeline Company, a Delaware corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment

Summary (Background)

Summary/ Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. There was an independent safety compliance audit conducted by Southwest Research Institute on YPL's integrity management program. The report found YPL to be in compliance.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 25,000 Annually

0020-88100-99999-32191-30028

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

Finance - 10/21/19

Division Director**Council Sponsor**

Michael Cathcart

Finance

BUSTOS, KIM

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budget@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/29/2020

Type of expenditure: Goods ☒ Services ☐

Department: Legal

Approving Supervisor:

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

N/A

What are the impacts if expenses are deferred?

N/A

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

N/A

Person Submitting Form/Contact: Tim Szambelan

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Ordinance C-35924

AN ORDINANCE GRANTING YELLOWSTONE PIPE LINE COMPANY, A CORPORATION, CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section I. Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,

requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

Section 2. Grant of Franchise Authority.

2.1 Purpose of Franchise.

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations

(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) Facilities on Park Property. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public

Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

Section 3. Term and Renewal or Extension of Franchise.

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

Section 4. Assignment and Transfer of Franchise.

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

Section 5. Compliance with State and Federal Laws.

5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

Section 6. Construction and Maintenance of Facilities.

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

(1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

(2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and

safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:

(1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".

(2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

(3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third

Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

Section 8. Encroachment Management.

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.

8.5 Inspection of Third Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

Section 9. Leaks, Spills, Ruptures, and Emergency Response.

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control

Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City, Grantee shall be solely

responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and

confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

Section 10. Required Relocation of Facilities for Public Project.

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and

does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses from persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the

Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

Section 11. Removal of Grantee's Facilities - Abandonment in Place.

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility

ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following

remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

Section 13. Dispute Resolution.

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

Section 14. Indemnification.

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,

including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

(1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

(2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or

(3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

(1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;

(3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

(5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

Section 15. Insurance and Bond Requirements.

15.1 Insurance Requirement.

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance

required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

Section 16. Receivership or Foreclosure of Grantee.

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

Section 17. Annual Franchise Fee and Costs.

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

Section 18. Legal Relations; Charter Requirements.

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

Section 19: Miscellaneous.

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at

the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative
808 W. Spokane Falls Blvd.
Spokane, WA 99201

To the Grantee:

Real Estate Services
PO Box 7500
Bartlesville, OK

Copy to:

Office of the City Attorney
5th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between the Parties pertaining to

Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1st day of _____, 2020, after passage, approval and legal publication of this Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

PASSED by the City Council this _____ day of _____, 2019

Mayor

ATTEST:

City Clerk

Date of Publication: _____

Effective Date: _____

Approved as to Form:

Office of the City Attorney

UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned official of Yellowstone Pipe Line Company, am authorized to bind Yellowstone Pipe Line Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-_____), which are hereby accepted by Yellowstone Pipe Line Company this ____ day of _____, 2019.

Yellowstone Pipe Line Company

By: _____

Name: _____

Title: _____

Tract_Num	Property_T	Owner	Line_typ	Distance	Pipe_Lengt	Descr
A-3	Part A	City of Spokane	Pipeline to be covered by City Franchise	76.60 Rds	1263.92	Florida Ave. - 76.60 Rods
A-5	Part A	City of Spokane	Pipeline to be covered by City Franchise	319.69 Rds	5274.9	Florida Ave. - 319.69 Rods
B-03	Part B	City of Spokane	Pipeline to be covered by City Franchise	3.91 Rds	64.494	Trent Avenue - 3.91 Rods
B-04	Part B	City of Spokane	Pipeline to be covered by City Franchise	5.92 Rds	97.75	Koren St. & Parkwater Ave. - 5.92 Rods
B-05	Part B	City of Spokane	Pipeline to be covered by City Franchise	38.72 Rds	638.821	Koren Street - 38.72 Rods
B-07	Part B	City of Spokane	Pipeline to be covered by City Franchise	35.62 Rds	587.71	Rutter Avenue - 35.62 Rods
B-08	Part B	City of Spokane	Pipeline to be covered by City Franchise	54.98 Rds	907.17	Spokane Airport (Felts Field) - 54.98 Rods
B-09	Part B	City of Spokane	Pipeline to be covered by City Franchise	13.21 Rds	217.99	Waterw orks St to SE ROW Upriver Dr - 13.21 Rods
Ea-2	Part E	City of Spokane	Pipeline to be covered by City Franchise	68.69 Rds	1133.320807	6" Geiger Jct to Geiger St - 68.69 Rods
Eb-1	Part E	City of Spokane	Pipeline to be covered by City Franchise	82.48 Rds	1360.869644	3" Geiger St to Spokane Airport
Eb-3	Part E	City of Spokane	Pipeline to be covered by City Franchise	442.15 Rds	7295.444648	3" Geiger St to Spokane Airport - 442.15 Rods

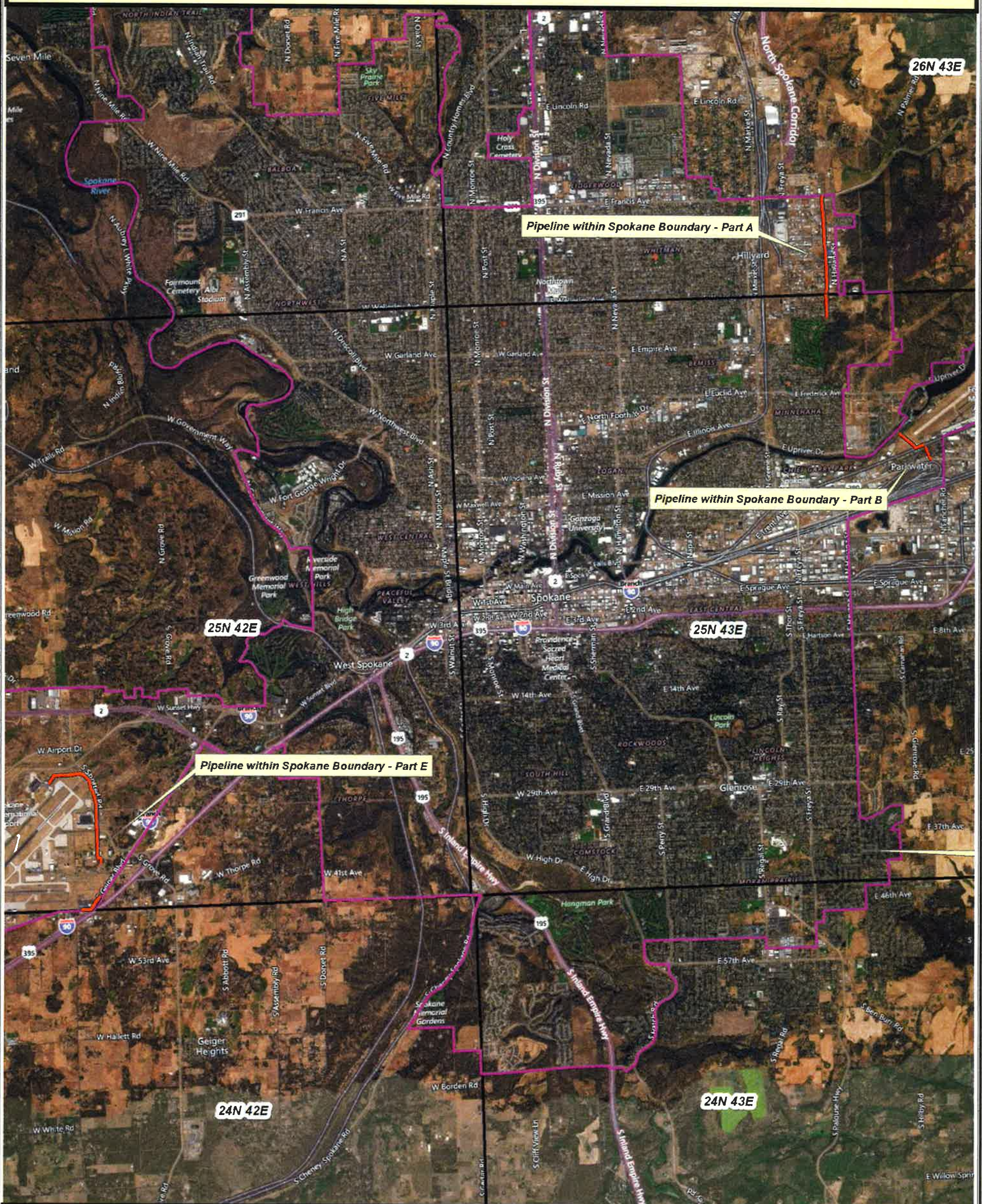


Exhibit A to Ordinance C-35924
Franchise Agreement for Yellowstone Pipe Line Company

— YPL Segments Subject to City of Spokane Franchise Agreement
— SpokaneMunicipalBndy

EXHIBIT B

GUARANTEE DOCUMENT

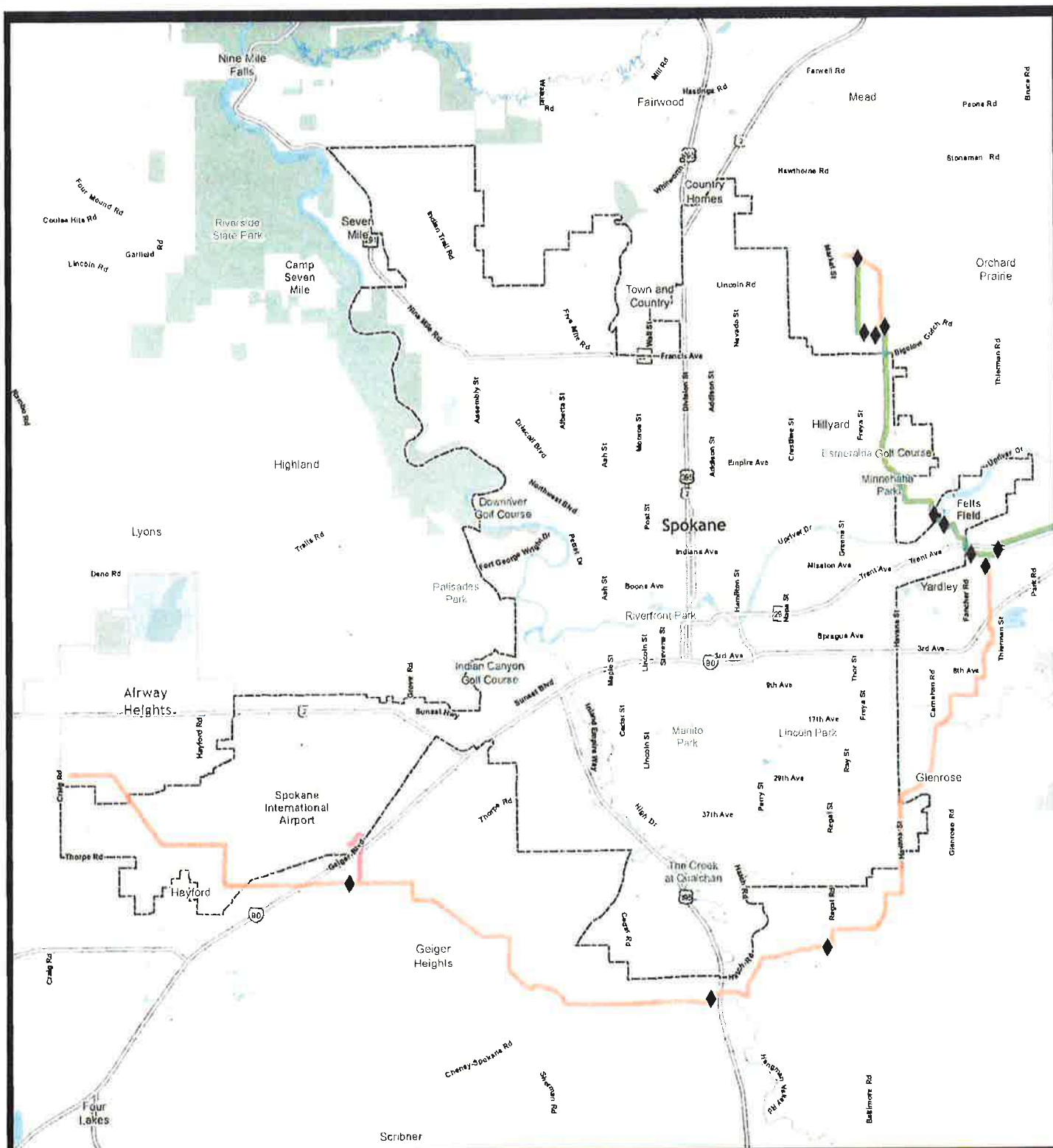


Exhibit C **Emergency** **Flow Reduction** **Valves**

Printed by: moline
Print date: 7/11/2012

Legend

- ◆ EMERGENCY FLOW REDUCTION VALVES
- YELLOWSTONE 10"
- YELLOWSTONE 8"
- YELLOWSTONE 6"



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 or relationships to property lines, section lines, etc.

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35925

Renews #**Submitting Dept**

PLANNING

Cross Ref #**Contact Name/Phone**

CHRISTOPHER 625-6194

Project #**Contact E-Mail**

CGREEN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - MAP AMENDMENTS – SOUTH UNIVERSITY DISTRICT SUBAREA

Agenda Wording

An ordinance adopting amendments to the Comprehensive Plan Land Use Map, the zoning map, and overlay zone maps to implement the recommendations of the South University District Subarea Plan.

Summary (Background)

The ordinance implements recommendations of the South University District Subarea Plan, including map amendments for a 73-acre portion of the subarea along E Sprague Avenue and S Sherman Street. The proposal would change the Comprehensive Plan Land Use Plan Map designation from "General Commercial" to "Downtown," change zoning in this part of the subarea from General Commercial with a 150 foot height limit (GC-150) to Downtown University (DTU), and extend the boundary of related overlay zones.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

UE 3/9/20 & CC Study

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

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ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

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tbeyreuther@spokanecity.org

sbishop@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

SPOKANE CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS REGARDING SOUTH UNIVERSITY DISTRICT SUBAREA PLANNING

A recommendation from the City Plan Commission to the City Council to APPROVE a resolution recognizing the South University District Subarea Plan as a declaration of the subarea's desired future condition and to APPROVE an ordinance adopting proposed amendments to Spokane Comprehensive Plan Map; Zoning Map; Downtown Streetscape Improvements Map; Surface Parking Limited Map; and Downtown Design Review Threshold Map for a 73 acre area in the South University District subarea.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in 2001 that complies with the requirements of the Washington state Growth Management Act (GMA).
- B. The Growth Management Act provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that, so long as a subarea plan clarifies, supplements, or implements city-wide comprehensive plan policies, and so long as the cumulative impacts of the proposed subarea plan are addressed by appropriate environmental review under chapter 43.21C. RCW, the initial adoption of a subarea plan may occur outside of this annual process.
- C. The City of Spokane has identified the University District as a key geographic area for economic growth and development, and is identified as a Target Investment Area the City's Targeted Area Development Strategy, as adopted by City Council Resolutions 2010-0049 and 2015-0084.
- D. In 2004, the City of Spokane Office of Economic Development and a consultant team developed the *University District Strategic Master Plan*. In 2019, the University District Public Development Authority (UDPDA) adopted an update of the *University District Strategic Master Plan*, including a buildable lands analysis identifying the South University District subarea as having the highest capacity for future residential and employment growth of any portion of the University District.
- E. On April 15, 2019, the City Council passed Resolution No. RES 2019-0028, recognizing the 2019 update of *University District Strategic Master Plan* as a "written record of the UDPDA and district stakeholders' ongoing desire and effort to continue building a vibrant, healthy, active, safe, and connected University District."

- F. City of Spokane Comprehensive Plan, Land Use Chapter, Goal LU 2, Public Realm Enhancement, states: *Encourage the enhancement of the public realm.*
- G. City of Spokane Comprehensive Plan, Land Use Chapter, Goal LU 2, Efficient Land Use, states: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*
- H. City of Spokane Comprehensive Plan, Economic Development Chapter, Goal ED 2, Land Available for Economic Activities, states: *Ensure that an adequate supply of useable industrial and commercial property is available for economic development activities.*
- I. City of Spokane Comprehensive Plan, Economic Development Chapter, Goal ED 3, Strong, Diverse, and Sustainable Economy, states: *Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.*
- J. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 7.4, Subarea Planning Framework, states: *Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.*
- K. Outreach and public communication beginning in May 2019 included a project web page, an online survey on issues and priorities for the subarea, a recorded video about the subarea planning process replayed on City Cable 5 and the City's web page, appearances at public events, email updates to interested parties, and a mailing of more than 1,000 postcards to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius announcing key events and opportunities to provide input on the planning process.
- L. On July 30 and 31, 2019, Neighborhood & Planning Services staff and consultants from the firm MAKERS Architecture and Urban Design of Seattle, Washington (collectively the "Project Team") held a Community Design Workshop and series of stakeholder focus groups to involve a wide range of participants with distinct interests to share their insights about the subarea and help shape a vision statement and policy framework for development of a more focused proposal.
- M. The draft *South University District Subarea Plan*, prepared by MAKERS Architecture and Urban Design, includes a vision, goals, and policies that outline the future of growth and development desired in the South University District subarea, based on a review of existing adopted policies and regulations

relating to development in the subarea and input from stakeholders and the public at large.

- N. The draft *South University District Subarea Plan* also includes recommended amendments to the Comprehensive Plan Land Use Plan Map, Zoning Map, and overlay maps for the subarea for a portion of the subarea focused on the intersection of Sprague Avenue and Sherman Street, near the south landing of the University District Gateway Bridge.
- O. From June 2019 through June 2020, staff gave thirteen presentations on the draft subarea plan and proposed map changes and received feedback from interested groups such as property owners, business associations, neighborhood councils, civic groups, City departments, and the Spokane Design Review Board.
- P. Staff hosted a public open house meetings in October 2019 and March 2020 to receive feedback receive feedback on a draft vision statement, goals, and policies and draft concepts for land use and zoning changes in the subarea. The City provided notice of the open house meetings by advertising on its website and via email notice to neighborhood councils and interested parties.
- Q. On October 23, 2019 and November 13, 2019 and March 11, 2020 and June 24, 2020, the Spokane City Plan Commission held workshops to study the draft subarea plan and proposed changes to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps.
- R. On February 28, 2020, pursuant to RCW 36.70A.106, the City notified the Washington Department of Commerce of its intent to adopt proposed changes to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps. On March 2, 2020, the City received an acknowledgement letter from the Department of Commerce.
- S. On February 21, 2020, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed amendments to the Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes. The public comment period for the SEPA determination ended on March 24, 2020.
- T. On March 18, 2020, the City caused notice of the proposed changes to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps and announcement of the Plan Commission's March 25, 2020 hearing to be published in the City's Official Gazette. The Notice and announcement was also published in the *Spokesman-Review* on March 11, 2020 and March 18, 2020.

- U. In an effort to slow the spread of the coronavirus (COVID-19) and to protect those most vulnerable, the City deferred the in-person public hearing scheduled for March 25, 2020 to a virtual public hearing held July 8, 2020 consistent with Proclamation 20-28 issued by the Governor of Washington and subsequent extensions and modifications.
- V. On July 8, 2020, the City Plan Commission held a public hearing on the proposed changes to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps, where the Plan Commission heard testimony. The Plan Commission continued the hearing, leaving the record open to the Commission's July 22, 2020 meeting for the purposes of allowing additional public comment and testimony on the proposal.
- W. During the comment period public hearing, the Plan Commission received written comments and public testimony generally in favor of the proposal.
- X. During the deliberations held on July 22, 2020, the Plan Commission voted to modify the proposal to extend the proposed changes to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps to an additional area of approximately 10 acres located along both sides of S Sherman Street between E 2nd Avenue and the I-90 Freeway (described in the Staff Report as "Optional DTU Extension #1").
- Y. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- Z. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.
- AA. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the proposal.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the proposed changes, as amended during deliberations, to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The draft *South University District Subarea Plan* reflects stakeholder priorities for subarea-specific implementation of land use and economic development goals adopted in the Comprehensive Plan.

2. The proposed amendments to the Comprehensive Land Use Plan Map, Zoning Map, and associated overlay maps implement the recommendations of a subarea planning process that clarifies, supplements, or implements city-wide comprehensive plan policies as described in RCW 36.70A.130.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
4. The proposal is consistent with the goals and purposes of the Growth Management Act.
5. Any potential infrastructure implications associated with the proposal will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.
6. As outlined in above in the Findings of Fact, the proposal is internally consistent within the meaning of SMC 17G.020.030E.
7. The proposal is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
8. The proposal has been evaluated by geographic sector and land use type in order to facilitate the assessment of the cumulative impacts.
9. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the proposal will be mitigated by enforcement of the City's development regulations.
10. The proposal will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
11. The proposed land use designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
12. The proposed map amendment and site is suitable for the proposed designation.
13. The map amendment would implement applicable comprehensive plan policies better than the current map designation as described in the staff report.

14. The proposal includes a corresponding rezone to be adopted concurrently with the land use plan map amendment as a legislative action of the city council, thereby preserving consistency between the comprehensive plan and supporting development regulations.

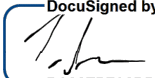
RECOMMENDATIONS:

In the matter of South University District subarea planning, concurrent requests by the City of Spokane to adopt:

- (1) A resolution recognizing the *South University District Subarea Plan* as a declaration of the subarea's desired future condition; and
- (2) An ordinance to change the land use plan designation on approximately 73 acres of land from "General Commercial" to "Downtown" with a corresponding change of the implementing zoning to DTU (Downtown University), and corresponding amendments to the Downtown Plan Map 5.1 ("Streetscape Improvements"), Surface Parking Limited Overlay (SMC 17C.124-M1) and the Perimeter Area of the Downtown Design Review Threshold Map (SMC 17G.040-M1);

As based upon the above listed findings and conclusions, by a vote of 9 to 1, the Plan Commission takes the following actions:

- (1) Recommends to City Council the APPROVAL of a resolution recognizing the *South University District Subarea Plan* as a declaration of the subarea's desired future condition and;
- (2) Recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendments to the City's Zoning Map, Downtown Streetscape Improvements Map, Surface Parking Limited Overlay Map, and Downtown Design Review Threshold Map, as amended during deliberations; and
- (3) Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the proposal.

DocuSigned by:

DA86EB7A2B58484...

**Todd Beyreuther, President
Spokane Plan Commission**

July 28, 2020

July 28, 2020

Dear Council President Beggs and Council Members,

In conformance with Rule 6.5.2 of the Plan Commission Rules of Procedure, a July 9, 2020 dissenting decision regarding South University District Subarea Planning that I have prepared individually is attached.

Sincerely,

DocuSigned by:

Clifford Winger

5EE51940C500401...

Plan Commissioner Cliff Winger

Green, Christopher

From: Winger, Clifford
Sent: Thursday, July 9, 2020 12:55 PM
To: Beyreuther, Todd
Cc: Francis, Greg; Churchill, Jackie; Green, Christopher; Meuler, Louis
Subject: South University District Sub-Area Plan
Attachments: S-UniSubarea Plan_Disapprove.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Todd Beyreuther
President Spokane Plan Commission

Good afternoon Todd,
Under the City of Spokane Plan Commission Rules of Procedure 6.5.1, attached is a draft dissenting decision PDF document for City Council should the Plan Commission approve the South University District Sub-Area Plan. The plan was presented in workshop on June 24th 2020 and in hearing on July 8, 2020.

The plan will be reconsidered in hearing on July 22. I request that the attached dissenting document addressed to City Council be part of the hearing materials for the July 22 hearing for public notification.

The attached dissenting document is a draft, and may be changed if new information is provided at the July 22 hearing. Additional commissioners are welcome to sign the dissenting document and together we can make changes as appropriate.

Respectfully,

--

Clifford Winger
Spokane Plan Commission
509.325.4623

Draft - 07/09/20

Regards: South University District Sub-Area Planning

<<https://my.spokanecity.org/projects/south-university-district-sub-area-planning/>>

Subarea is defined as the area north of I-90 to the BNSF tracks and west from the Hamilton interchange to Division.

Under the City of Spokane Plan Commission Rules of Procedure 6.5.1, this is a dissenting decision of the undersigned commissioner(s). It is their recommendation to remand to Planning staff the Subarea plan into 2021 for the reasons stated herein:

History:

Staff has reported this area was platted in the late 19th century and was used “as both a light industrial enclave and a regional center for durable goods retail and wholesale trade.” Fourteen years ago the Subarea was zoned GC-150 (General Commercial with a 150 foot height limit, about 13 stories). The Subarea has not substantially changed since the 2006 rezoning. However, there has been considerable changes in the University District to the North.

The Subarea is connected to the University District (UD) by the University District Gateway Bridge by bicycle or on foot. (This is not a viable connection in inclement weather.) To reach UD by motor vehicles, the Subarea traveler must either go to northbound Division, or from the east access the Hamilton Bridge via Perry to Trent and west to the University District.

The Subarea has good east-west mass transit service through the Spokane Transit Authority.

Currently:

ARC, Goodwill Industries, Catholic Charities, and WorkSource reside within this Sub-Area. There are often homeless camps inside this Sub-Area. [Social Security Administration (900 yards northeast) and UGM (about 400 yards northeast) from WorkSource are on the east side of Hamilton.]

The current plan, without modifications, may “gentrify” this Subarea east of Downtown, making it either more like Downtown to the west, the University District north, or the hospital/medical area south. This Sub-Area, at this time, has no real identification with any of these three recognizable land use areas.

Issues:

Spokane does not have sufficient affordable housing. (monthly rent or housing cost in the \$300-\$500 range)

Many who frequent Downtown do not have permanent homes, or have serious mental, emotional, economic, or physical conditions.

Recommendation:

Remand the Subarea planning process into 2021.

Since the Subarea is being considered for major planning changes, it seems reasonable to bring the Subarea into better compliance with Spokane’s Comprehensive Plan within the Subarea boundaries.

<<https://my.spokanecity.org/shapingspokane/comprehensive-plan/>>

Since this Subarea is currently zoned GC-150 remanding planning into 2021 would not prevent development by up to 150 foot for medical, educational, or Downtown buildings. Issues placed on hold would be parking, floor area ratios, Downtown zoning (DTU), and street type designations.

The plan must consider requirements of our more needy citizens who frequent this Subarea.

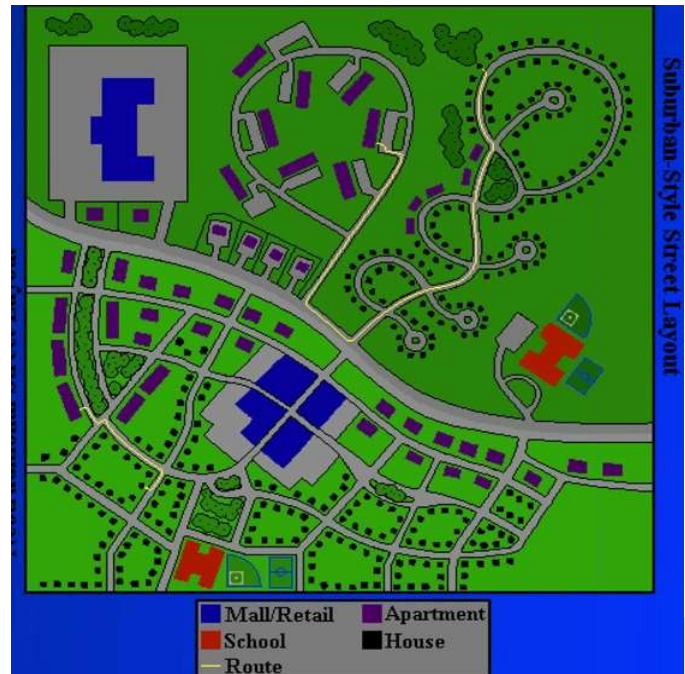
Discussion:

The illustration to the right in the upper darker (green) area shows the current general design of the Subarea. This design segregates land use areas into education, residential, and commercial. The Subarea is similar to the (blue) mall/retail in the the upper left section. Citizens using the Subarea must commute from residential areas outside the Subarea.

Segregated areas such as malls are currently having financial difficulties.

Segregated residential in cities, like Detroit and Chicago, are having difficulty with social unrest and high crime as well as urban decay.

The illustration to the right in the lower lighter (green) area shows an ideal design that integrates residential, educational, and commercial land uses, making this design more like cities before WW II after which city planning made motorized transport king.



Comparison of city planning in motorized transport and in traditional walkable design.

The Spokane City Comprehensive Plan seeks to adopt the integrated land use model that is currently recommended by 21st century planners such as Charles Marohn's 'Strong Towns'
<<https://www.strongtowns.org>>

Comprehensive Plan Considerations for the Subarea:

Guiding principals from **Chapter 1 Section 1.1:**

- Locations where growth should occur;
- Quantities and types of housing to shelter existing and future population;
- Transportation, public improvements, and public services that are desired;
- Ways to help create a healthy economic environment;
- Actions to protect the natural environment;
- Development patterns to provide cost-effective delivery of public services

Section 1.3 for our more needy citizens who frequent this Subarea.

Public Facilities and Services- Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Section 1.4

Citywide Vision: Spokane will be a city of people living and working together where diverse interests, including neighborhoods, business, education, and government, build upon the community's past accomplishments and heritage to ensure an exceptional sense of community, a healthy environment, and a high quality of life.

Other sections to consider, but not limited to, are:

Land Use: LU-1, LU 1.12. LU 2, LU 3, LU 3.2 & LU 3.5

Housing: Sections 6.1, Affordable Housing and 6.2 Vision and Values also H 1.21, H1 .22, H 1.23 & H 2.4

Economic Development: ED 1.4, ED 2.4 and ED 5.7

Vision and Values from Chapter Sections: 8.2, 10.2, and 11.2

Therefor our recommendation is for City Council to remand the current plan of this Subarea to the Spokane Planning staff to further study and append these Comprehensive Plan issues to the current work planning staff presented on July 8th and July 22nd.

Clifford Winger
Spokane Plan Commission
cwinger@spokanecity.org
509.325.4623



STAFF REPORT

DEPARTMENT OF NEIGHBORHOOD AND PLANNING SERVICES

To:	Spokane Plan Commission
Subject:	<ul style="list-style-type: none">• South University District Subarea Plan• Amendments to Comprehensive Plan Land Use Plan Map, Zoning Map, and Overlay Zones
Staff Contact:	Christopher Green, AICP, Assistant Planner (509) 625-6194 cgreen@spokanecity.org
Report Date:	July 1, 2020
Hearing Date:	July 8, 2020
Recommendation:	Approve

I. SUMMARY

Department of Neighborhood and Planning Services staff, working with consultant MAKERS Architecture & Urban Design and district stakeholders (collectively the “Project Team”), have developed a draft *South University District Subarea Plan* to guide future development in a 214-acre area just east of the Downtown core. Based on the framework provided by the subarea plan’s goals and policies, a proposed Comprehensive Plan Amendment and corresponding map changes would focus higher-density commercial development and more detailed design requirements along the Sprague Avenue and Sherman Street corridors.

II. RECOMMENDED ACTION

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommend that City Council approve the following proposed actions:

- (1) Approve a resolution recognizing the *South University District Subarea Plan* as a declaration of the subarea’s desired future condition, and reflecting stakeholder priorities for subarea-specific implementation of land use and economic development goals adopted in the Comprehensive Plan.
- (2) Approve an ordinance adopting the following actions:

- A Comprehensive Plan Amendment to amend the Land Use Plan Map designation of a 90-acre area from General Commercial Land Use Plan Map designation to Downtown Land Use Plan Map designation, as shown in Exhibit A.
- A concurrent Zoning Map change for the same area from GC-150 (General Commercial with 150-foot height limit) to DTU (Downtown University) is also proposed, as shown in Exhibit B.
- Amendment of downtown plan Map 5.1 “Streetscape Improvements,” to designate Complete Streets within the area of the zone change, as shown in Exhibit C.
- Amendment of the Surface Parking Limited Area map (SMC 17C.124-M1) to extend the Surface Parking Limited Area to include the area of the zone change, as shown in Exhibit D.
- Amendment of the Downtown Design Review Threshold Map (SMC 17G.040-M1) to include the areas zoned DTU within the Perimeter Area identified on the Downtown Design Review Threshold Map, as shown in Exhibit E.

III. BACKGROUND

EXISTING CONDITIONS

SUBAREA BOUNDARIES

The subarea planning process for the South University District considers a 214-acre area just east of the Downtown core, bounded by Division Street to the west, Hamilton Street and its interchange with I-90 to the east, I-90 to the south, and the right-of-way for the Burlington Northern Santa Fe (BNSF) railway to the north.

CONNECTIVITY

The University District Gateway Bridge, constructed in 2018, provides a direct bicycle and pedestrian crossing over the BNSF tracks to the Riverpoint campus of Washington State University-Spokane and other higher education institutions immediately to the north of the tracks. The subarea is also directly adjacent to the Downtown core (across Division Street), the Sprague Union District (just to the east of the Hamilton interchange ramps), and the South Perry district and concentration of health care providers on the lower South Hill via the Sherman Street and Arthur Street overpasses.

The two most prominent motor vehicle transportation facilities in the region intersect at the southwest corner of the subarea; the I-90 freeway running east-west, and the Division/Browne Street couplet (U.S. Highway 395/Thomas S. Foley Memorial Highway). The 2nd/3rd Avenue couplet provide an additional point of direct access to the I-90 freeway. Several Spokane Transit Authority (STA) routes provide service within and adjacent to the district, including the Route 90 High Performance Transit line on Sprague Avenue and the Route 12 Southside/Medical Shuttle between the south landing of the University District Gateway Bridge to lower South Hill health care providers. In 2022,

the STA City Line will provide Bus Rapid Transit service at the north bridge landing, just outside of the district boundary.

ENVIRONMENTAL CONDITIONS

The subarea generally slopes downward from north to south, ranging from approximately 2000 feet above sea level near the Sherman Street crossing of I-90 to 1918 feet above sea level where Sprague Avenue intersects with Division Street and where it passes under the Hamilton Street overpass. A long bluff runs along the entire boundary of the subarea, rising about 15 feet above the BNSF railroad tracks, Martin Luther King, Jr. Way, and the WSU-Spokane campus. Exposed and subsurface basalt throughout the district present challenges for excavation, extension of utilities, and stormwater infiltration, and has likely constrained development on some sites where outcroppings are especially prominent.

Due to the history of industrial, railroad, and other business types located in and around the South University District, concerns about past contamination looms over some potential redevelopment sites. Separate from the subarea planning process, the City of Spokane is working with a coalition of district partners to assess and clean up properties in the University District through a combination of State of Washington and U.S. Environmental Protection Agency funding.

LAND USE AND DEVELOPMENT PATTERN

Most of the subarea was originally platted in the late 1800s, followed by the emergence of a commercial corridor on Sprague Avenue alongside a streetcar line (and later highway route), and single family residences developing intermittently on the narrow lots platted on the blocks to the south. The commercial buildings that developed during the early 1900s rarely included more than a few off-street parking spaces. Through the second half of the 20th Century, the subarea was zoned light industrial, and small scale industrial uses filled in many of the gaps between the residences.

Overall, these distinct phases of historical development have led to a wide range of building types and land uses within the subarea. Reflecting the long time roles of the subarea as both a light industrial enclave and a regional center for durable goods retail and wholesale trade, most of the South University District was zoned GC-150 (General Commercial with a 150 foot height limit) when a full revision of the zoning and development code was completed in 2006.

SMC 17C.120.030 characterizes the General Commercial zone as:

“A full range of retail and service businesses with a local or regional market as well as industrial uses are allowed. Industrial uses are limited in size to avoid adverse effects different in kind or amount than commercial uses and to ensure that they do not dominate the character of the commercial area.”

There are approximately 1,589 acres of land zoned either GC-70 or GC-150 within the City of Spokane. Outside of the South University District, most of this acreage is concentrated along N Division Street, N Newport Highway, E Francis Avenue, and near the Spokane International Airport.

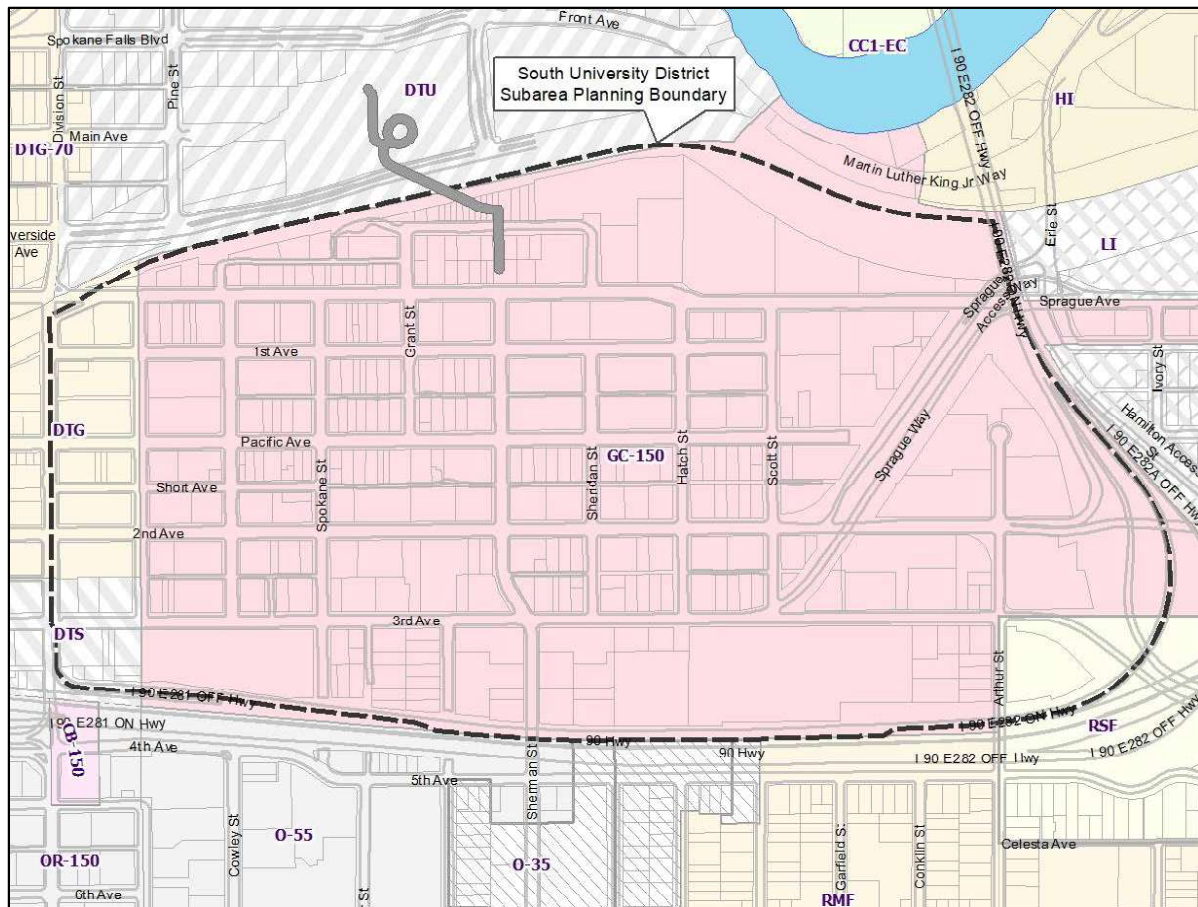


Figure 1 – Existing zoning in the South University District.

RECENT PLANNING EFFORTS

The South University District is part of the larger 770-acre University District, one of the six Target Investment Areas identified in the City's adopted Economic Development Strategy,¹ with many revitalization projects directed by the University District Public Development Authority (PDA) and funded by revenue sharing districts adopted by the City, County, and State. Due to its location between the university campuses to the north and the concentration of hospitals and health care providers on the lower South Hill, the South University District has been envisioned as a future "innovation district" providing a hub for job growth in health sciences and related fields. Several infrastructure projects have been completed in and around the subarea in recent years, including the University District Gateway Bridge, the extension of Martin Luther King, Jr. Way, the Sprague Phase 2 streetscape project, and implementation of High Performance Transit routes by STA.

At the same time, existing conditions present a number of potential barriers to further development and complementary employment growth in the South University District. Recent studies of

¹ City Council Resolution 2015-0084.

development capacity in the district have suggested that the flexibility of allowed uses and design outcomes permitted under the existing GC-150 zoning is sometimes counteracted by the constraints imposed by a low maximum Floor Area Ratio (FAR) for non-residential uses and relatively high off-street parking requirements.² Unlike other development barriers, such as issues around market and topographic conditions, these concerns can be addressed within the scope of the subarea planning process.

Since a team of University District stakeholders completed the *University District Strategic Master Plan* in 2004, a series of public and privately-commissioned plans have envisioned the future of the South University District subarea, with most identifying a “T” shape focused on the intersection of Sprague Avenue and Sherman Street as a key node for future mixed-use development. Most recently, the University District PDA adopted an update to the Strategic Master Plan for the district in 2019. Each of these previous plans have built a better understanding of existing conditions and stakeholder visions for the future of the subarea, but have not been implemented through changes to zoning or development standards. The current process used the Sherman and Sprague “T” concept as a starting point, with an end goal of implementing whatever land use and zoning changes (if any) are necessary to implement the community’s vision for future development of the subarea.

IV. PROCESS

COMPREHENSIVE PLAN AMENDMENT PROCEDURE

The Washington Growth Management Act (RCW 36.70A) provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that, so long as a subarea plan clarifies, supplements, or implements city-wide comprehensive plan policies, and so long as the cumulative impacts of the proposed subarea plan are addressed by appropriate environmental review under RCW 43.21C, the initial adoption of a subarea plan may occur outside of this annual process.

As described in further detail in Section V of this report, the proposed amendments implement policies adopted under citywide Comprehensive Plan Land Use Goals LU 2 and LU 3 and Economic Development Goals ED 2 and ED 3. Environmental review under the Washington State Environmental Policy Act (SEPA) addressed the cumulative impacts of the proposed amendments. A Determination of Non-Significance was issued on February 21, 2020.

ROLE OF THE PLAN COMMISSION

The proposed amendment to the Comprehensive Plan Land Use Plan Map and zoning and overlay maps require a review process set forth in Spokane Municipal Code (SMC) Chapter 17G.020. The Plan Commission is responsible for holding a public hearing and forwarding a recommendations to the City Council.

² *University District Strategic Master Plan Update*, 2019, pg. 86.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council, or may modify the findings as necessary to support their final recommendations.

ROLE OF CITY COUNCIL

The City Council will also conduct a review process, considering public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify or deny the proposed amendments rests with the City Council.

COMMUNITY ENGAGEMENT

Each stage of the subarea planning process has incorporated engagement with the numerous stakeholders within the district and the broader community. City of Spokane staff, with the assistance of MAKERS, have conducted the following community engagement activities to help craft this plan:

- More than 1,000 mailers sent to property owners, residents, and occupants in and around the subarea
- An email list of nearly 200 contacts to share project updates and other announcements
- A project page on the City website with up-to-date information about events and project progress
- Community Design Workshop and Stakeholder Focus Groups (July 30-31, 2019)
- Open House on Draft Vision Statement, Goals, and Policies (October 2, 2019)
- An online survey conducted from July 27-August 12, 2019, with 308 responses
- Video on City Cable 5 (also available on City website)
- Table at University District Gateway Bridge grand opening celebration (May 7, 2019)
- In-person presentations to East Spokane Business Association, East Central Neighborhood Council, the Spokane Community Assembly, the Community Assembly Land Use Committee, Downtown Spokane Partnership, University District Development Association/University District Public Development Authority Board

A more detailed Results of the Community Design Workshop and Stakeholder Focus Groups are described in further detail in the *South University District Subarea Plan* (see pages 11-14).

In addition, the project team has provided updates on the plan at key points in the process to elected and appointed officials, and to staff from City departments and interested agencies.

- Staff and Agency Technical Team Workshops (July 31, 2019 and November 14, 2019)
- Plan Commission Workshops (October 23, 2019; November 13, 2019; March 11, 2020)
- Design Review Board Workshop (November 13, 2019)
- City Council Study Session (October 31, 2019)

PUBLIC NOTIFICATION AND SEPA REVIEW

- A Notice of Intent to Adopt was filed with Washington Department of Commerce on February 28, 2020.
- Notice of Application, Notice of SEPA Determination, and Notice of Plan Commission Hearing were mailed to all affected property owners, taxpayers, and occupants in addition to those within 400 feet of the boundary of proposed map changes on February 21, 2020.
- A SEPA Determination of Non Significance (DNS) was issued on February 21, 2020. The comment period ended on March 24, 2020.
- Notice of SEPA Determination and Plan Commission Hearing was published in the *Spokesman-Review* on March 11 and 18, 2020.
- A Plan Commission Hearing was scheduled for March 25, 2020. The hearing was postponed to July 8, 2020 due to public health measures enacted to limit the spread of the COVID-19 virus.
- A notice of the rescheduled hearing date was mailed to all affected property owners, taxpayers, and occupants in addition to those within 400 feet of the boundary of proposed map changes on June 22, 2020.

COMMENTS RECEIVED

Written and emailed comments received will be provided to the Plan Commission prior to the hearing.

COORDINATION WITH DOWNTOWN PLAN UPDATE AND OTHER SUBAREA PLANS

The *South University District Subarea Plan* has been developed in close coordination with ongoing subarea planning efforts in the North Bank and Downtown. Appendix B of the draft *Subarea Plan* lists potential policy, map, or code issues which were identified during the planning process that have implications across the entire Downtown area. These issues exceed the scope of the South University District subarea planning process but may be worth considering in future updates of the Downtown Spokane Plan.

V. ANALYSIS

SUMMARY OF PROPOSAL

The subarea plan proposes a targeted zone change from GC-150 to DTU in a 63-acre area the vicinity of the south landing of the University District Gateway Bridge, along Sprague Avenue, and along the portion of Sherman Street closest to the intersection with Sprague Avenue. A change to the DTU zone would increase the maximum floor area ratio (FAR) for non-residential development permitted in these areas from 2.5 to 6, allowing higher intensity office and institutional uses in close proximity to the WSU-Spokane Health Sciences campus, where near-term demand for this development type is anticipated to be the highest. Like the existing GC-150 zone, the DTU zone

supports development of housing and mixed-use developments that include housing by allowing unlimited FAR for residential uses.

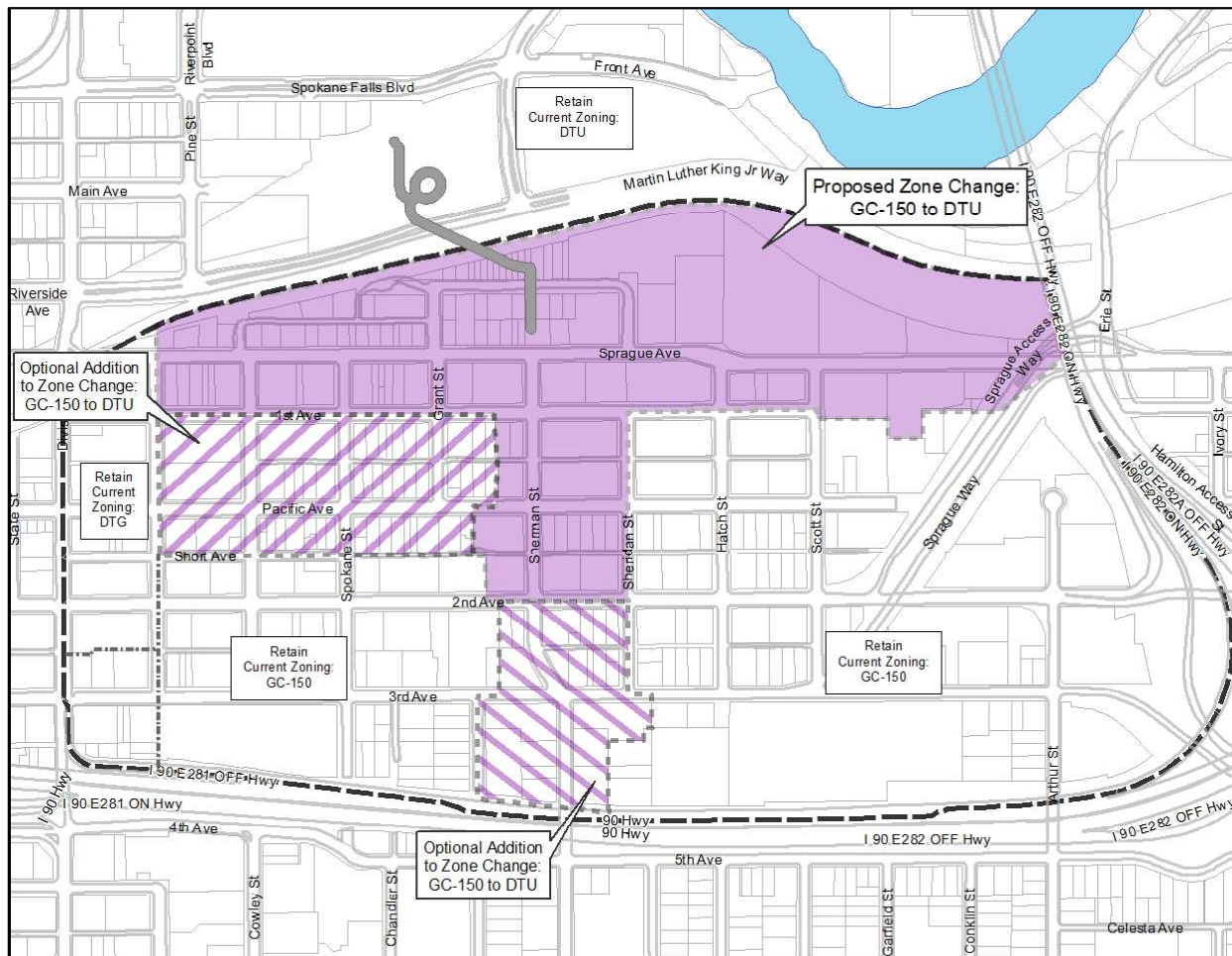


Figure 2 – Proposed area of zone change from GC-150 to DTU, with two optional additions to the DTU-zoned area shown in cross-hatch.

At the same time, the DTU zone includes more detailed standards for building orientation, the public realm, and design review for large projects. The proposed map changes focus these standards on the portion of the district along the key pedestrian-oriented streets (and focal intersection at Sprague and Sherman) identified by stakeholders in the planning process, and in alignment with recent investments in multimodal infrastructure, such as the University District Gateway Bridge, Sherman Plaza, and Sprague Phase 2 streetscape improvements.

The proposal leaves the remainder of the subarea in the existing GC-150 zone, which allows for these portions of the South University District to continue to serve the important functions of providing a space for wholesale and large durable goods retail, complementary services, and affordable light industrial/makerspace adjacent to the Downtown core. Because the GC-150 zone limits FAR for most uses to 2.5, but allows unlimited FAR for residential uses, the proposed zoning configuration also encourages development of housing throughout the subarea.

POLICY OPTIONS CONSIDERED

CHOICE OF ZONING DESIGNATION FOR THE SPRAGUE/SHERMAN “T”

During the planning process the project team considered whether a change to the base zoning or the implementation of special overlay for all or part of the subarea was necessary to implement the stakeholder vision for the South University District. Compared to the additional regulatory complexity of creating and administering a new overlay district, the Downtown General (DTG) and Downtown University (DTU) zones provide a more direct path to implementing more pedestrian-friendly standards for building orientation and streetscape design, while at the same time alleviating the development barriers posed by the FAR and off-street parking standards of the GC-150 zone.

There is almost no difference in the development standards that apply in the DTG and DTU zones. The draft subarea plan **recommends extending the DTU zone** rather than the DTG zone in the South University District because:

- The portion of the subarea proposed for the Downtown zoning extension is contiguous with the existing DTU zoning on the WSU-Spokane Health Sciences campus and private properties immediately to the north.
- The vision statement for the subarea developed by stakeholders more closely resembles the characteristics of the DTU zone, as described in SMC Section 17C.124.030.C: *“The downtown university zone encourages a wide range of uses that support the ongoing development of an urban inner city university. A pedestrian friendly and safe urban environment is encouraged along with a wide range of residential, office, retail, and other supporting commercial uses.”*
- While the standards contained in the DTU and DTG zone are nearly identical at this time, the DTU zone is limited to the WSU-Spokane Health Sciences campus and immediately adjacent areas. Therefore, if a future need arose for standards specific to the University District or campus-adjacent areas, modifications could be made to the DTU zone only, without impacting the many other parts of Downtown currently zoned DTG.

OPTIONAL EXTENSIONS OF DTU ZONING

The boundary of the 63-acre area proposed for extension of the DTU zone was selected to provide consistent DTU zoning on both sides of Sprague Avenue and Sherman Street, and the entire extent of the south landing area north of Sprague Avenue. Where practical, the boundary follows mid-block parcel boundaries.³ The advantages and disadvantages of two potential further extensions of the DTU zone are discussed below.

³ Street centerline boundaries are proposed along Sheridan Street, to avoid splitting developments spanning the entire block; and on 1st Avenue, where the shallow depth of the block to the north (approximately 166 feet) causes this street to function primarily as service access at the rear of building fronting on Sprague Avenue.

OPTIONAL DTU EXTENSION #1 – SOUTH SHERMAN STREET SOUTH TO I-90

Optional DTU Extension #1 would continue DTU zoning along both sides of Sherman Street beyond 2nd Avenue to I-90, with the objective of continuing a pedestrian-oriented, storefront development pattern along Sherman Street to the edge of the subarea, potentially strengthening connections to neighborhoods across I-90 to the south. This extension was not included in the original proposal due to the effects of high traffic volumes and more auto-oriented development patterns on the couplet formed by 2nd and 3rd Avenues.⁴

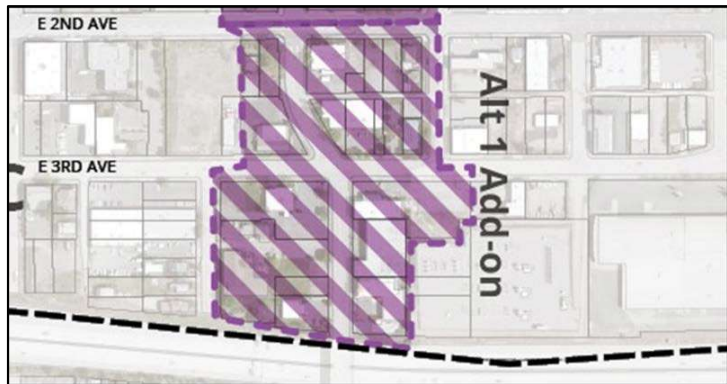


Figure 3 – Optional DTU Extension #2 would extend DTU zoning further south along S Sherman Street from E 2nd Avenue to the I-90 freeway

OPTIONAL DTU EXTENSION #2 – PACIFIC AVENUE WEST TO PINE STREET

Optional DTU Extension #2 would extend westward along the south side of 1st Avenue and both sides of Pacific Avenue. This extension would take advantage of the mix of uses, older buildings oriented to the street, and potential for pleasant bicycle and pedestrian travel within a right-of-way that is wide but carries relatively low volumes of automobile traffic. This extension was not included in the original proposal due to a higher presence of auto-oriented and light industrial uses and a less visible location for retail and other storefront businesses than along Sprague Avenue and Sherman Street. In addition, the lower non-residential FAR allowed in the GC-150 zone helps to incentivize the development of housing for redevelopment projects interested in exceeding an FAR of 2.5.

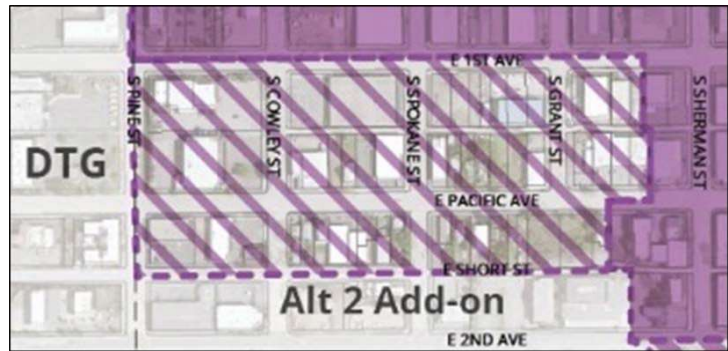


Figure 4 – Optional DTU Extension #2 would extend DTU zoning between E 1st Avenue and E Short Street, along E Pacific Avenue

EXTENSION OF OVERLAYS ASSOCIATED WITH DOWNTOWN ZONING

In addition to the base zones (e.g. DTU), several overlay zones implement supplemental standards across all or part of the areas with a Downtown zoning designation. The project team presented and

⁴ The City's 2017 Average Weekday Traffic Map shows between 10,300 and 11,500 vehicles per day on 2nd Avenue near the intersection with Sherman Street, and between 6,700 and 7,100 vehicles per day on 3rd Avenue near the intersection of with Sherman Street.

Sherman Street itself averages 10,100 vehicles per day south of 3rd Avenue, 7,100 vehicles per day between 2nd and 3rd Avenues, and 3,100 vehicles per day between 2nd and Sprague Avenues.

gathered input on different scenarios for overlay zone boundaries at the October 2019 open house and other community engagement events. The analysis and recommendations contained in the draft *Subarea Plan* consider each of these overlays individually, and whether or not they should be extended to coincide with the part of the subarea proposed to be zoned DTU.

DOWNTOWN PARKING REQUIREMENT AREA BOUNDARY (SMC 17C.230-M1)

The Downtown Parking Requirement Map provides an overlay in which no minimum number of off-street parking spaces are required for new development. New development within the Downtown Parking Requirement Area can still provide off-street parking as needed, and project financing is often contingent on certain amounts of off-street parking being included in a development, regardless of standards in the local development code. The Downtown Parking Requirement Area (overlay) currently includes all 788 acres within “Downtown” zones (DTC, DTG, DTU, and DTS), as shown in Figure 5.

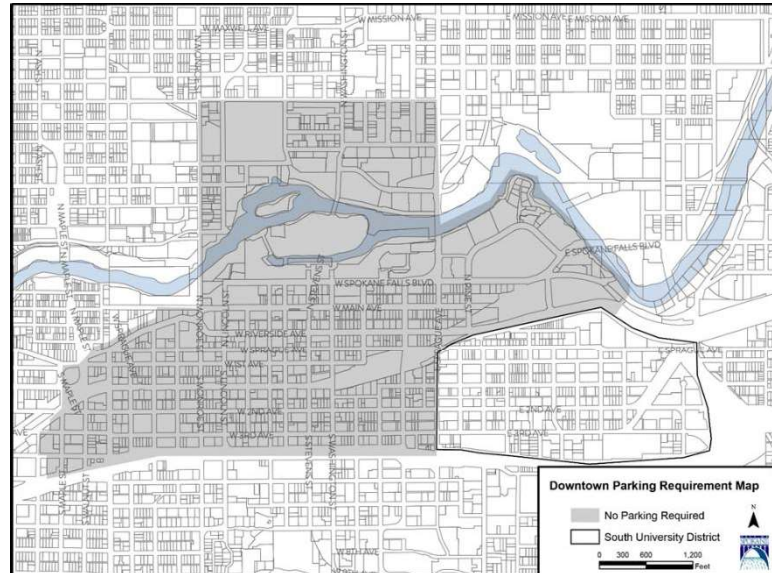


Figure 5 – Existing Boundary of Downtown Parking Requirement Area
SMC 17C.230-M1 / (No minimum parking required overlay)

In the draft *South University District Subarea Plan*, consultant **MAKERS Architecture & Urban Design** does not recommend extending this overlay into the portion of the subarea zoned DTU, and staff concurs. Previous studies of the subarea, and stakeholder feedback during the planning processes indicated that the added costs of land for surface parking lots or the construction of structured parking significantly impact the feasibility of all development types.⁵ The proposed zone change for the “T” area to DTU (Downtown University) addresses this development barrier. In the absence of the overlay, the DTU zone requires 1 space per 1,000 square feet of floor space, amounting to one-half or less the amount of parking required for most uses under the existing GC-150 zone.⁶ The reduction also provides flexibility to adaptive reuse and infill projects on the smaller lots found throughout the subarea, and takes advantage of the pedestrian, bicycle, and transit connectivity that recent investments in the district have provided.

Unlike the Downtown core or North Bank, where the no minimum parking overlay is already in place, the South University District does not have an existing supply of sharable off-street parking spaces in

⁵ Pro forma modeling of several standard development types contained in the *2019 University District Strategic Master Plan Update* indicate that offices, labs, and other development types with high per-square-foot costs are particularly sensitive to the additional project costs imposed by construction of on-site parking.

⁶ In the GC-150 zone, general and medical office uses require 1 space per 500 square feet; most retail uses 1 space per 330 square feet; and restaurants and bars require one space per 250 square feet, as examples.

commercial garages or surface parking lots. Due to the time period in which the South University District originally developed, the existing inventory of off-street parking is very limited relative to the demand of uses already present in the subarea. Given this scarcity, business operators, employees, customers, and residents often rely on available on-street parking spaces to meet demand. Business and property owners have expressed concern throughout the planning process that increased development activity in the subarea could further strain the parking supply without corresponding development of off-street parking spaces. Under these circumstances, the reduction in minimum parking requirements afforded by the DTU base zone represents a middle ground.

SURFACE PARKING LIMITED OVERLAY (SMC 17C.124-M1)

The Surface Parking Limited Overlay prohibits new standalone commercial parking lots as a primary use. Within the overlay, surface parking lots may still be developed in support of new or existing uses, and commercial parking may still be developed within parking structures. The overlay is currently applied to a 173-acre area in the Downtown core, as shown in Figure 6.

In the draft *South University District Subarea Plan*, **MAKERS recommends extending this overlay into the portion of the subarea zoned DTU, and staff concurs.** In addition to the challenging parcel pattern and topography mentioned above, the Sprague Avenue and Sherman Street and lined in many segments by older buildings that occupy a large portion of the parcels they are located upon. The South University District is adjacent to two potential sources of “spillover” parking demand; the metered parking district in the Downtown core just across Division Street, and the WSU-Spokane Health Sciences campus to the north. In the absence of the protection provided by the Surface Parking Limited Overlay, the existing building stock at the heart of the subarea could see increased pressure for demolition in favor of surface parking lots. Due to sources of demand from outside of the subarea boundary, these additional surface parking lots may not increase the actual supply of parking for businesses located in the South University District.

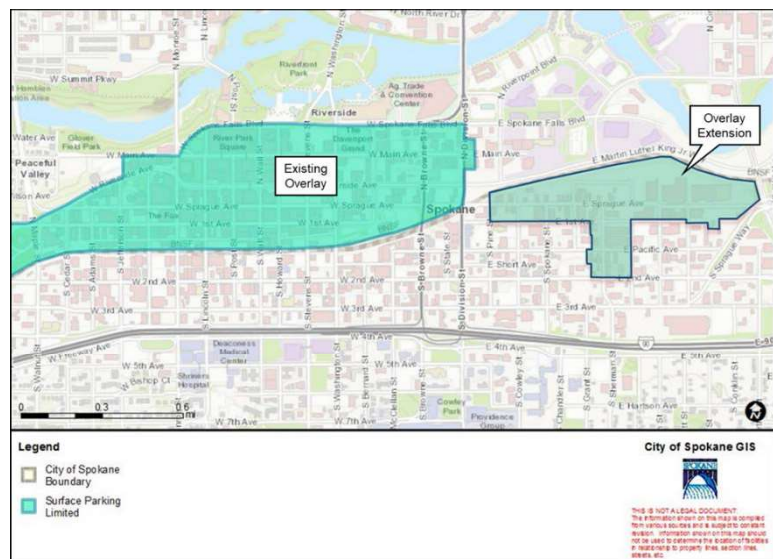


Figure 6 – Proposed extension of Surface Parking Limited Area.
SMC 17C.124-M1

DESIGNATION OF COMPLETE STREETS (DOWNTOWN PLAN MAP 5.1)

The Downtown zones (including DTU) are implemented in part by a street classification system adopted in the 2009 Fast Forward Spokane Downtown Plan update. The system uses four types of “Complete Streets,” which are used to determine what streetscape improvements, design and site

planning requirements, and types of access are allowed along street frontages.⁷ All streets within Downtown zones are classified as one of the Complete Street types described in SMC 17C.124.035; accordingly the proposal includes Complete Streets classifications for streets within the section of the subarea that would be zoned DTU.

Complete Streets designation types include the following:

- **Type I – Community Activity Street** – slow, two-way streets with wide, well-maintained sidewalks and pedestrian amenities to encourage strolling, walking, and shopping.
- **Type II – Community Connector** – move traffic and pedestrians into and around downtown. These streets provide some of the major pedestrian connection to surrounding neighborhoods and districts.
- **Type III – City-Regional Connector** – move auto traffic through downtown and provide connections to the rest of the City and region. These attractive, landscaped arterials are to be improved with street trees, sufficient sidewalks for pedestrian circulation and pedestrian buffer areas, and safe pedestrian crossings.
- **Type IV – Neighborhood Streets** – carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees. All downtown streets will meet Type IV criteria to a minimum.

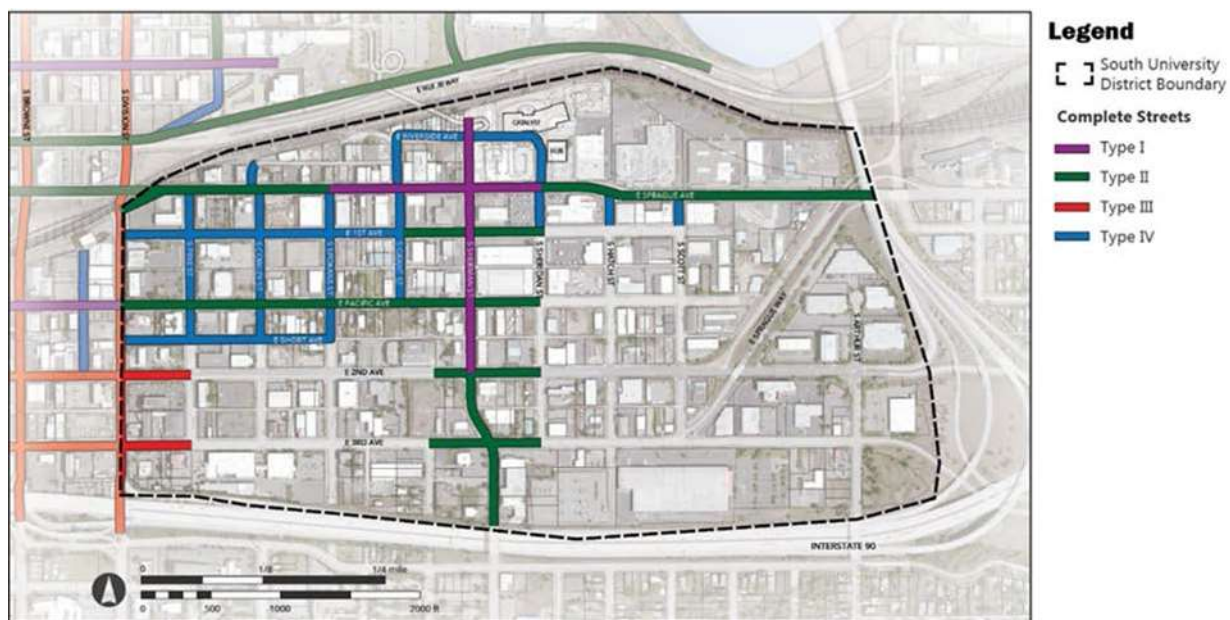


Figure 6 – Proposed Complete Streets Designations for Areas within DTU Zone

The Community Design Workshop, online survey, and other community engagement efforts involved stakeholders in prioritizing key streets for pedestrian activity and storefront-oriented building frontages. These priorities are shown on the Block Frontages and Complete Streets Concepts map in

⁷ The Complete Streets designation contained in Downtown zones is distinct from the Complete Streets Program set forth in the City's Engineering Standards in SMC Chapter 17H.020. The Complete Streets Program focuses on overall roadway design and safety of multimodal users.

the draft *Subarea Plan*,⁸ and serve as the basis for the proposed Complete Streets designations shown in the plan and as Figure 7 of this report.

Consistent with stakeholder-identified priorities for block frontages, MAKERS' proposed Complete Streets designations concentrate the most pedestrian-oriented classification (Type I – Community Activity Street) on the Sprague Avenue and Sherman Street intersection, with Type II – Community Connector streets designated on the eastern and western portions of Sprague, on Sherman south of the intersection with 2nd Avenue, on Pacific Avenue west of Sherman, and on block frontages immediately east and west of Sherman. **Staff recommends adopting the proposed designations in the draft *Subarea Plan*, with the following revisions** for the purpose of continuity with existing streets in the system:

- Designate Pacific Avenue west of Sherman (within DTU zone Optional Extension #2) as a Type I – Community Activity Street, consistent with the existing designation on Pacific west of Division Street
- Designate the portions of 2nd and 3rd Avenues intersecting with Sherman (within DTU zone Optional Extension #1) as a Type III – City-Regional Connector, consistent with the existing designation on this couplet west of Pine Street
- Designate other block frontages leading to Sherman (1st Avenue and Pacific Avenue east of Sherman) as Type IV – Neighborhood Streets, anticipating that they will continue to carry relatively little through traffic and have less commercial activity than other primary routes.

DESIGNATION OF DESIGN REVIEW THRESHOLD AREA (SMC 17G.040-M1)

Certain project types are always subject to review by the Design Review Board. Within Downtown zones, additional project types are also subject to Design Review, based on the area (Central, Gateway, and Perimeter) in which they are located on the Downtown Design Review Threshold Map (SMC 17G.040-M1). The proposed extension of DTU zoning extends would about an existing portion of the Perimeter Area (immediately to the north, across the BNSF tracks). Generally, the Central area has been applied in the Downtown core, and Gateway areas have been applied along arterials extending northward from on/off ramps at I-90. Therefore, the subarea plan recommends **including the DTU-zoned portions of the South University District in the Perimeter Area** of the Downtown Design Review Threshold Map.

Within the Perimeter Area, Design Review is additionally applied to new buildings and structures greater than 50,000 square feet, and modification of more than 25 percent (at minimum 300 square feet) of a building façade visible from an adjacent street. This additional review of large-scale projects, and more significant façade modifications near the Sprague and Sherman node is consistent with stakeholder interest in greater design attention at this focal point of the subarea.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Using the Comprehensive Plan for overall guidance, the more detailed planning undertaken for subareas like the South University District help ensure implementation of citywide goals and policies

⁸ *South University District Subarea Plan*, February 2020 draft, pg. 18.

focused at a smaller scale (see *Goal LU 7 – Implementation* and *Policy LU 7.4 – Sub-Area Planning Framework*). A review of Comprehensive Plan goals and policies and other supporting documents indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.020.030.G. The analysis below identifies the Comprehensive Plan goals and policies which the proposal most directly implements.

LAND USE GOALS

Land Use Goal LU 2 – Public Realm Enhancement

Goal: Encourage the enhancement of the public realm.

Staff Analysis: The proposal would extend DTU zoning into portions of the subarea in and around the node centered on the intersection of Sprague Avenue and Sherman Street, the Sherman Plaza, and the University District Gateway Bridge. DTU zoning encourages the enhancement of the public realm through implementation of Downtown design guidelines, streetscape standards associated with Complete Streets designations, and application of Design Review to certain projects.

Land Use Goal LU 3 – Efficient Land Use

Goal: Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Staff Analysis: The South University District is centrally located within the Spokane metropolitan area, within the designated Downtown Spokane Regional Center, in an area well-served by existing services and transportation systems. The subarea is adjacent to the Downtown core, the WSU-Spokane Health Sciences campus, the Sprague Union district, and the concentration of health care providers on the lower South Hill. The subarea is within an identified Target Investment Area, and revitalization of the area is coordinated by a public development authority and funded by a variety of incentives and a tax increment finance district. The proposal aligns Land Use Plan Map and zoning designations for the South University District with the incentives, economic development strategies, and infrastructure investments already in place for the subarea. The proposed DTU zoning on the south landing and along Sprague Avenue and Sherman Street ensures that future development occurring at this key district node makes efficient use of the multimodal infrastructure and other supportive programs that have been put in place.

ECONOMIC DEVELOPMENT GOALS

Economic Development Goal ED 2 – Land Available for Economic Activities

Goal: Ensure that an adequate supply of useable industrial and commercial property is available for economic development activities.

Economic Development Goal ED 3 – Strong, Diverse, and Sustainable Economy

Goal: Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.

Staff Analysis: The proposed map changes ensure that an adequate supply of usable property is available for a range of economic activities especially suited to the subarea (see *Policy ED 2.1 –*

Land Supply). As described in the “Background” section above, the subarea is located within the larger 770-acre University District, which has been designated as a Target Investment Area, and both public and private stakeholders have placed considerable emphasis on the potential of the South University District as a site for a concentration of private sector employers in health sciences, energy, and other industry clusters benefiting from close proximity to the array of university campuses in the district and health care providers on the lower South Hill (see *Policy ED 3.8 – Technology-Based Industries*).

The existing GC-150 zoning limits the FAR of non-residential uses to 2.5, limiting the intensity of office, laboratory, and institutional development throughout the subarea, including the south landing and Sprague and Sherman frontages, where proximity to the WSU-Spokane Health Sciences campus and multimodal infrastructure increases demand for these uses. Development to support a concentration of employment near the south landing and within the “T” is further complicated by higher off-street parking requirements than other districts adjacent to the Downtown core, which are typically zoned DTG, DTU, or DTS. These minimum requirements for off-street parking force potential developers to aggregate larger sites to accommodate surface parking lots, which presents a particular challenge given the smaller parcels and topographic constraints often found in the South University District. The proposal to change the zoning in these areas from GC-150 to DTU would increase the non-residential FAR from 2.5 to 6, and reduce minimum off-street parking requirements to one space per 1,000 square feet, effectively increasing the supply of land available to meet the needs of emerging innovation-based industry clusters.

In addition, the subarea serves an important role as a retail, wholesale, and light industrial hub in a central location adjacent to the Downtown core. In addition to close proximity to Downtown, university campuses, hospitals, and other activity generators, businesses located in the South University District have efficient transportation links to the regional market through the I-90 freeway, Division Street (US 395), and 2nd/3rd Avenue couplet. The wide range of businesses in the subarea include successful new and multigenerational enterprises, and contribute to one of the region’s highest employment densities. Many of the smaller, older existing buildings in the subarea provide flexible, low-cost space conducive to small, emerging, locally-owned firms that contribute to overall job growth in the region. The proposal to retain GC-150 zoning in approximately 136 acres at the southeast and southwest portions of the subarea is meant to maintain space for a range of commercial and light industrial uses, and offer flexibility in building configuration and provisions for freight and operations that may be more difficult to achieve in a densely developed area characteristic of a Downtown zone (see *ED 3.2 – Economic Diversity*; *ED 3.5 – Locally-Owned Businesses*; and *ED 3.6 – Small Businesses*).

APPROVAL CRITERIA (SMC 17G.020.030)

SMC Section 17G.020.030 establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW [36.70A.020](#), “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. This proposal has been reviewed for GMA compliance by staff from the Washington Department of Commerce. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The area of the proposed land use and zoning map changes is a previously-developed, central location within the city served by existing urban facilities and services. City departments and partner agencies responsible for providing public services and facilities have reviewed the proposal and have not indicated any concerns regarding financing commitments or other infrastructure implications that would result from the proposal. The proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As described in response to criterion (C) above, the proposal would change land use, zoning, and overlay map designations in a centrally-located area already served by urban facilities and services, particularly after streetscape and utility upgrades to Sprague Avenue are completed later in 2020. The proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. The proposal to amend the Land Use Plan Map is accompanied by several amendments to zoning and overlay maps to implement a regulatory framework consistent with the proposed “Downtown” land use designation. The proposal includes a concurrent Zoning Map amendment for the affected area to DTU (Downtown University), a zone implementing the “Downtown” designation. In addition, overlays implementing certain aspects of Downtown development and design standards (Complete Streets designations and Downtown Design Review Thresholds) would be extended to match the amended boundary of the “Downtown” land use designation, to ensure consistent application of implementing regulations.⁹ Other overlays (the Downtown Parking Area providing for no minimum off-street parking requirement and the Surface Parking Limited Overlay) are generally associated with Downtown zones but do not need to be extended to ensure consistency

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-

⁹ Two other overlays, the Downtown Parking Area providing for no minimum off-street parking requirement and the Surface Parking Limited Overlay, are generally associated with Downtown zones but are not required to implement development standards adopted for the base zone.

project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Fast Forward Spokane Downtown Plan. The City of Spokane adopted the *Fast Forward Spokane Downtown Plan Update*, which updated the 1999 Downtown Plan. In 2019, the City and Downtown Spokane Partnership began a second update of the Downtown Plan, with plan adoption expected in 2020. *Fast Forward Spokane* included a "South University District Analysis" as an appendix to the plan, including an analysis of opportunities and constraints, circulation and land use frameworks, and inventory of opportunity sites. This analysis section was presented as a supplemental study to *Fast Forward Spokane*, and the area was not included in zoning or development code changes adopted to implement the plan in 2009. The subject proposal for the South University District has been developed in coordination with the current Downtown Plan update process to ensure consistency between the subarea plans and any ensuing map and development code regulations.

Neighborhood Planning Documents Adopted after 2001. The South University District is within the East Central Neighborhood Council boundary. In 2006, City Council recognized the *East Central Neighborhood Plan* "as a declaration of the neighborhood's desired future condition, providing direction for neighborhood-based improvement activities and reflecting the neighborhood's priorities for its future."¹⁰ The plan does not identify any specific changes to the land use designations for the South University District, and indicates that strategic planning processes specific to the University District may address more detailed land use issues in the subarea. In 2009, the East Central Neighborhood Council used neighborhood planning funds for design work on improvements to the Ben Burr Trail, and did not address land use or zoning issues in their planning process.

The subject proposal to change the land use designation and zoning for the affected area is internally consistent with applicable neighborhood planning documents.

Comprehensive Plan Goals and Policies. As described in further detail in Section V, subsection "Implementation of Comprehensive Plan Goals and Policies" within this report, the proposal is consistent with adopted Comprehensive Plan goals and policies.

- 2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in

¹⁰ City Council Resolution 2006-0032. As prescribed in SMC 04.12.010, the City Council resolution recognizing this plan is not an action to amend the City's Comprehensive Plan or development regulations by recommendation of the Plan Commission.

this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designation from “General Commercial” to “Downtown” applies to land near the center of the urbanized area in the Spokane region, would result in a relatively small (approximately 8 percent) increase in the overall area designated “Downtown” on the Land Use Plan Map, and is immediately adjacent to other areas designated “Downtown” to the north and west. Due to the scale and location of the proposal, there are no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The proposed Land Use Plan Map amendment would change the zoning of a 63-acre area from GC-150 to DTU. Subarea planning for the North Bank, just to the north of the Downtown core, has taken place on a similar timeline as the South University District. An update of the *Fast Forward Downtown Plan*, which encompasses a planning area that includes both the South University District and North Bank, started in late 2019 and will

continue through 2020. The overlapping schedule of subarea planning processes has allowed staff to monitor proposed land use changes emerging from each subarea and take cumulative impacts into consideration throughout the process.

Subarea planning for the North Bank is expected to result in a proposal change the Land Use Plan Map designation of approximately 82 acres from “General Commercial” and “Office,” to “Downtown” and rezone the same area from CB-150 (Community Business with 150 foot height limit) and OR-150 (Office Retail with 150 foot height limit) to DTG (Downtown General). There is almost no difference in the development standards that apply in the DTG and DTU zones, meaning that the two subarea plans would result in a cumulative increase of approximately 145 acres in these two nearly identical zones. Under the two proposals, total acreage within any Downtown zoning designation (DTC, DTG, DTU, or DTS) would increase from 788 acres to 933 acres, or 18.4 percent.

The close coordination between the subarea planning processes has allowed both subarea plans to take the potential cumulative impacts of their proposed changes into consideration during the planning process. While the change from GC-150, CB-150, or OR-150 to DTG or DTU zoning involves some differences in allowed uses and application of development and design standards, an increase in the floor area ratio (FAR) for non-commercial uses is the most prominent cumulative difference that would result from the zone changes proposed under the two subarea plans. In the North Bank, approximately 82 acres would see an increase in non-residential FAR from 4.5 to 6, and in the South University District, FAR would increase from 2.5 to 6 for approximately 63 acres. Because there is no maximum FAR for residential uses in the existing or proposed zoning involved in either subarea plan, the proposal does not result in any cumulative change in development capacity for housing.

Proposed changes to the in Land Use Plan map designation and zoning in the South University District apply to just under 30 percent of the subarea. The proposed change to a “Downtown” designation and DTU zoning is focused on areas where projected demand for larger office and other concentrated employment uses is highest, specifically preserving the remainder of the subarea for the existing range of residential, commercial, and light industrial uses and minimizing the cumulative impact of a district-wide zone change.

The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative

impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on February 21, 2020. The proposal meets this criterion.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposed map changes affect an area approximately 63 acres in size, in a built-up area adjacent to the downtown core and served by the public facilities and services described in CFU 2.1. Significant infrastructure upgrades in recent years have included capacity upgrades to City utilities serving the area. The proposed map changes affect a relatively small area, do not include a development proposal, and do not measurably alter demand for public facilities and services in the vicinity of the proposal or on a citywide basis. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#), thereby implementing the policy set forth in CFU 2.2. The proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. [...]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);*

Staff Analysis: Comprehensive Plan policies related to Downtown generally emphasize its role as a Regional Center featuring diverse uses, without providing specific locational criteria or guidance on what type of areas are most or least suitable for expansion of the Downtown designation. The location of the proposed Land Use Plan Map amendment is within the "Downtown Boundary" designated in the 2009 *Fast Forward Spokane Downtown Plan Update* and is contiguous with existing areas designated "Downtown" on the Land Use Plan Map and zoned either DTG or DTU. The proposal meets subsection (a).

- b. The map amendment or site is suitable for the proposed designation;*

Staff Analysis: The proposal includes a concurrent Zoning Map change for the affected area to DTU (Downtown University) to implement the proposed "Downtown" Land Use Plan Map designation. SMC 17C.124.030.C describes the DTU zone as follows:

"Downtown University (DTU).

The downtown university zone encourages a wide range of uses that support the ongoing development of an urban inner city university. A pedestrian friendly and safe urban environment is encouraged along with a wide range of residential, office, retail, and other supporting commercial uses."

In the proposed location, the “Downtown” land use designation and accompanying DTU zoning align closely with this description by allowing dense development of office, laboratory, and other uses that complement the research and education functions of the adjacent WSU-Spokane Health Sciences campus and other universities in the district, and provide space for continued employment growth in the district. The proposed location of the DTU zone extension along Sprague Avenue and Sherman Streets, and the pedestrian friendly urban environment encouraged in the DTU zone aligns with stakeholder emphasis on these streets as a focal point for the subarea.

The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designations.

Staff Analysis: As described in further detail in Section V, subsection “Implementation of Comprehensive Plan Goals and Policies” within this report, the proposal is intended to create a pattern of land use designation and zoning in the subarea that better implements adopted Land Use and Economic Development Goals adopted in the Comprehensive Plan. In particular, the proposal allows for concentration of high density employment growth in close proximity to investments and multimodal transportation and other public infrastructure (see Land Use policies LU 3.1 and 4.6) and ensures that land is available for employment growth in targeted industry clusters (Economic Development policies ED 2.1 and ED 3.8) and for the retention and expansion of existing businesses in the subarea (Economic Development policies ED 3.2, ED 3.5, and ED 3.6).

Comprehensive Plan Policy LU 1.9 – Downtown, provides in part that “major land use changes within the city should be evaluated to identify potential impacts on Downtown.” As described in the staff analysis of Criterion G above, the proposal has been evaluated for the cumulative increase in commercial development capacity caused by extending the Downtown designation in the South University District and North Bank subareas. The proposed extension of the Downtown designation in the South University District is applied to a focused area, rather than spread district-wide, in part to avoid impacts to the existing Downtown core from overextension of Downtown zoning.

The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the affected area will change from GC-150 (General Commercial with 150-foot height limit) to DTU (Downtown University). The DTU zone implements the Downtown land use designation proposed for the affected area. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment, which is consistent with adopted Comprehensive Plan Land Use and Economic Development goals and policies as described elsewhere in this report. The proposal meets this criterion.

RECOMMENDED FINDING

Staff recommends that the Plan Commission find that the proposal meets the approval criteria set forth in SMC Section 17G.020.030.

VI. CONCLUSION

Staff finds that the proposed *South University District Subarea Plan* reflects a more detailed look at land use issues within a focused area, consistent with the approach set forth in Comprehensive Plan Land Use Policy LU 7.4 – Sub-Area Planning Framework. The proposed Comprehensive Plan Amendment to amend the Land Use Plan Map, and concurrent changes to zoning and overlay maps are consistent with Comprehensive Plan Land Use Goal LU 3 and Economic Development Goals ED 2 and ED 3. The proposal is also consistent with each of the approval criteria for a Comprehensive Plan Amendment set forth in SMC Section 17G.020.030.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and make a recommendation that City Council approve a resolution recognizing the *South University District Subarea Plan* and an ordinance adopting the proposed Comprehensive Plan Amendment and concurrent zoning and overlay map changes.

VII. EXHIBITS

- A. Proposed Comprehensive Plan Land Use Plan Map Amendment
- B. Proposed Amendments to Zoning Map
- C. Proposed Designations of Complete Streets within the South University District subarea (Downtown Map 5.1 “Complete Streets”)
- D. Proposed Amendments to Surface Parking Limited Overlay Map (SMC 17C.124-M1)
- E. Proposed Amendments to Downtown Design Review Threshold Map (SMC 17G.040-M1)

EXHIBIT A: PROPOSED COMPREHENSIVE PLAN LAND USE MAP AMENDMENTS

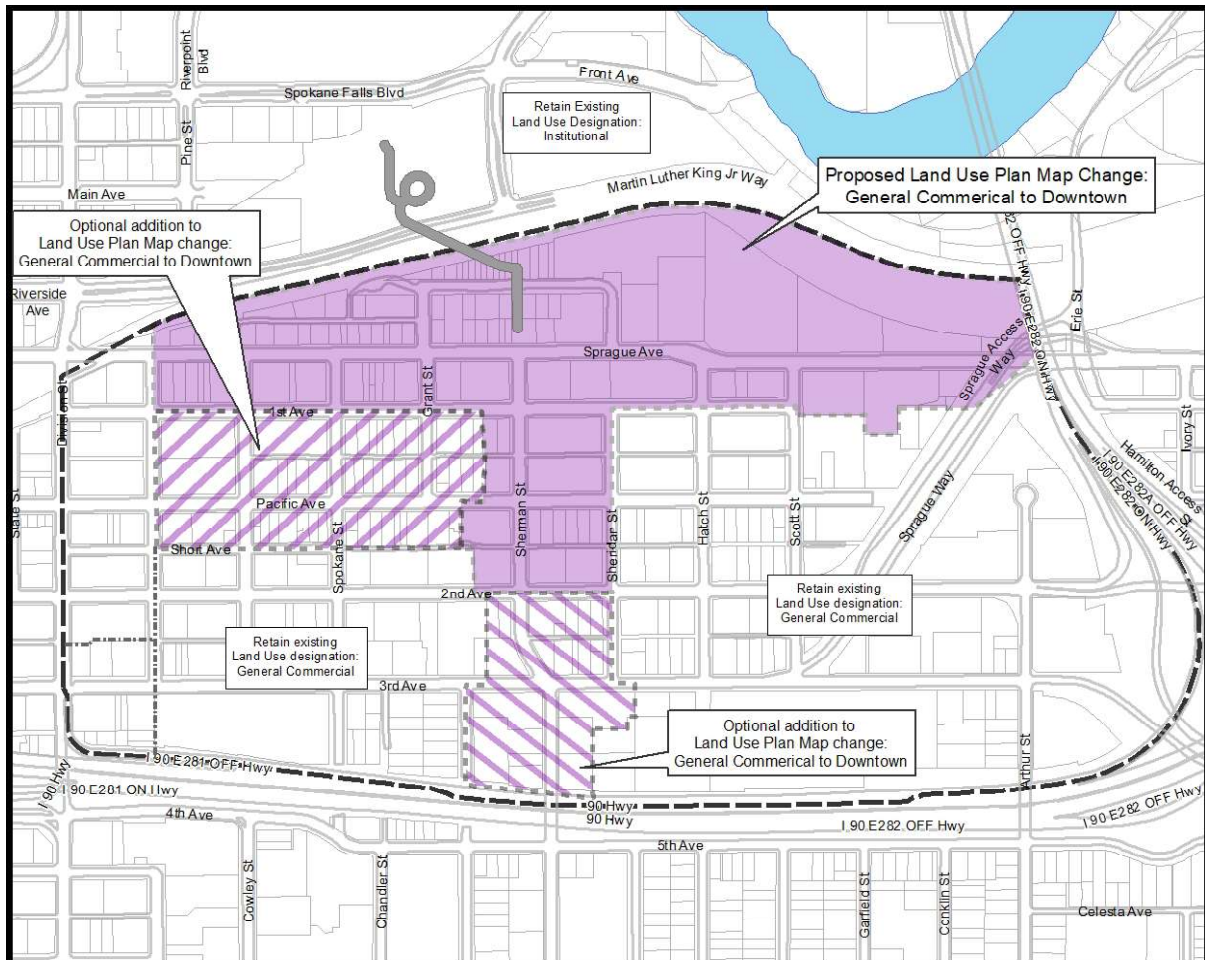
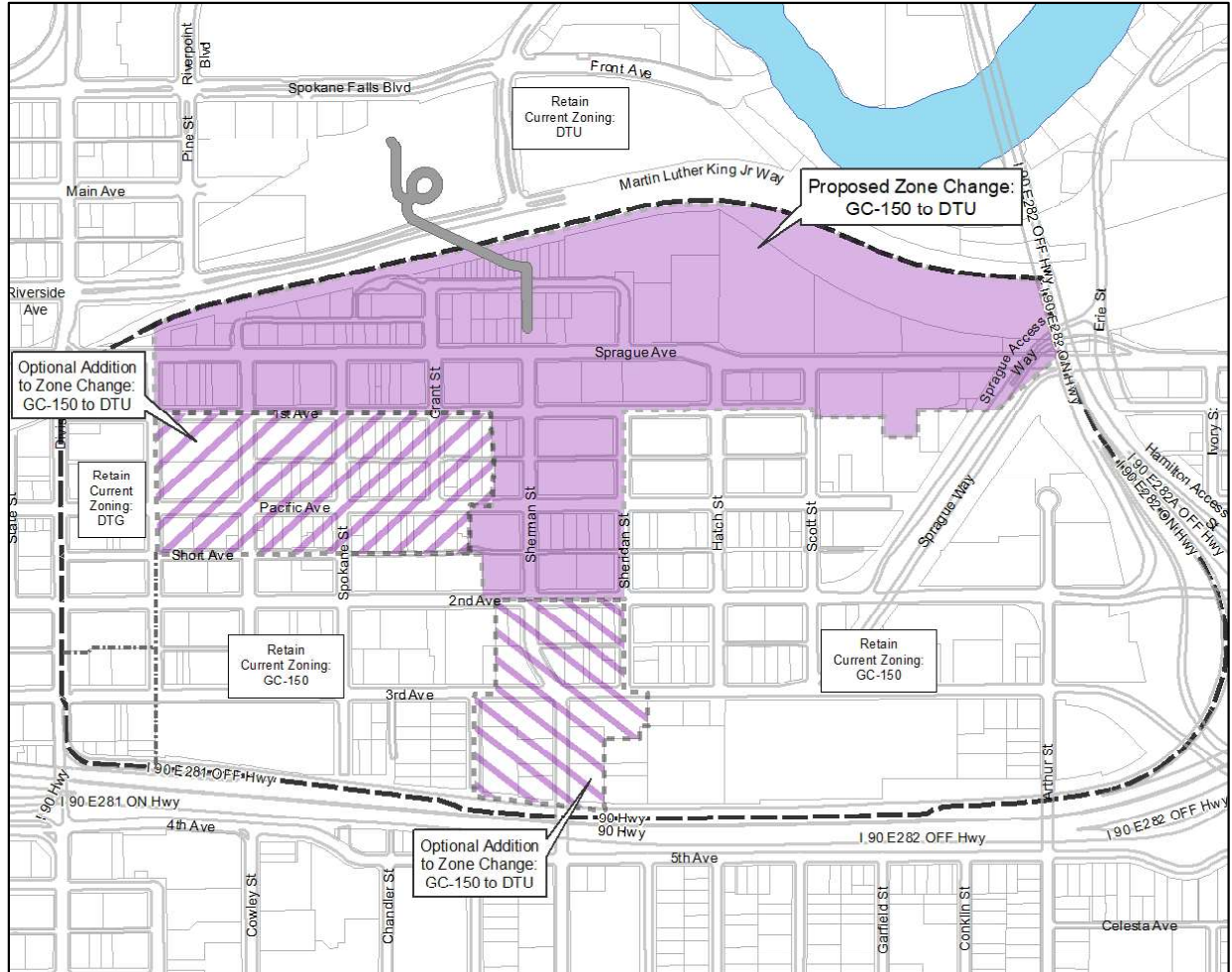


EXHIBIT B: PROPOSED ZONING MAP AMENDMENTS



Amending Downtown Plan Map 5.1 “Complete Streets”

EXHIBIT D: PROPOSED AMENDMENT TO SURFACE PARKING LIMITED OVERLAY

(SMC 17C.124-M1)

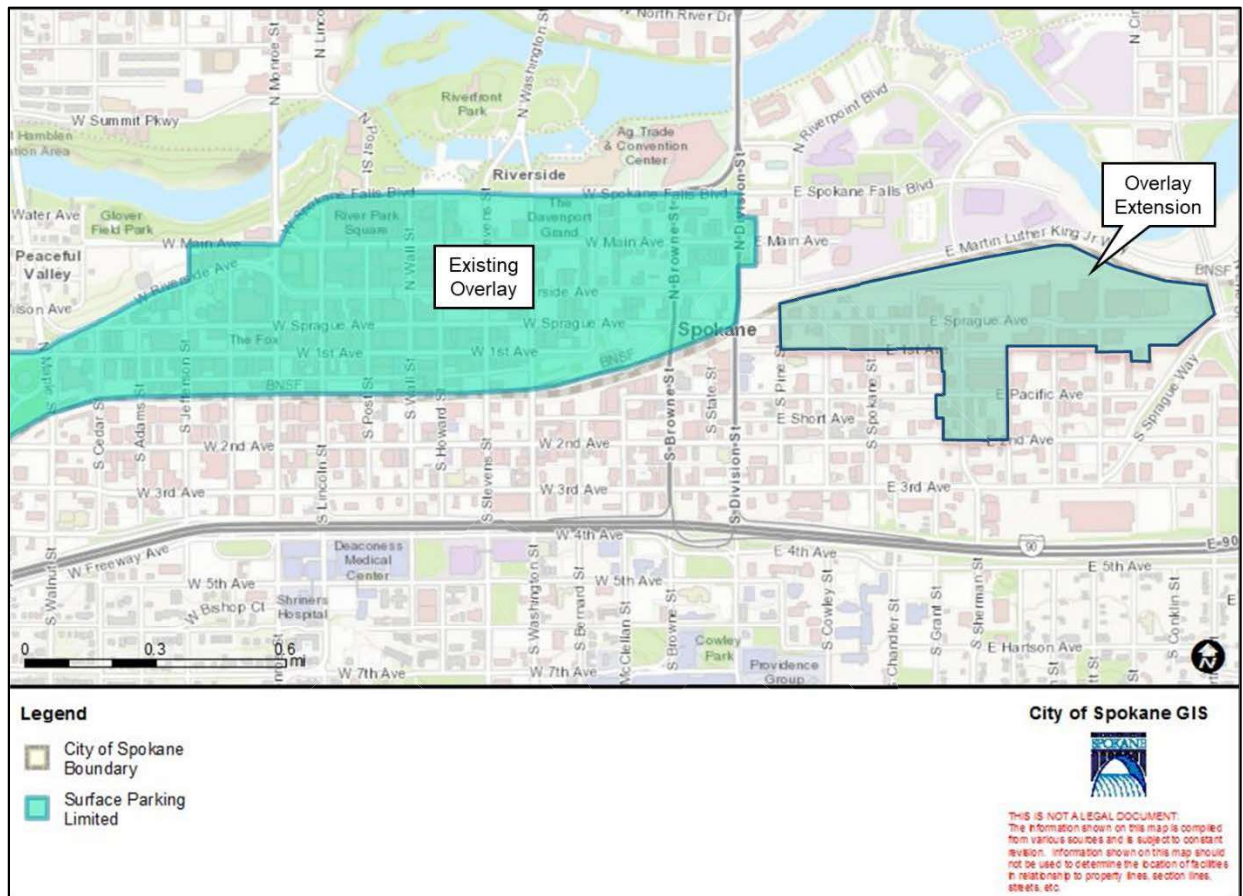
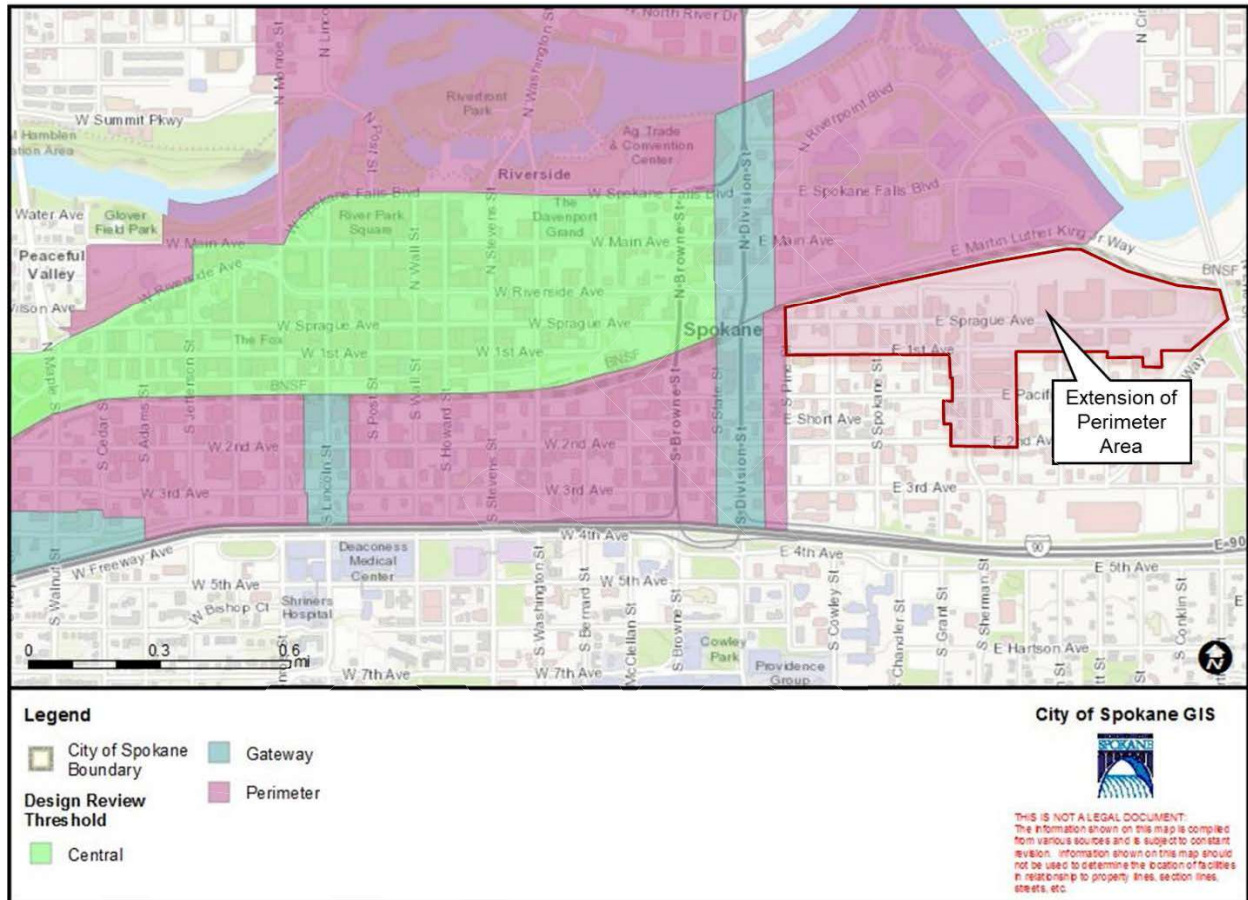


EXHIBIT E: PROPOSED AMENDMENT TO DOWNTOWN DESIGN REVIEW THRESHOLD MAP

(SMC 17G.040-M1)





March 17, 2020

Mr. Todd Beyreuther
President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd
Spokane, WA 99201

RE: University District Board Support for City of Spokane South Subarea Plan

Dear Todd,

The University District Development Association (UDDA) and the University District Public Authority (UDPDA) Board of Directors have been briefed on the City's South Subarea Planning process and extensive public engagement efforts over the past several months.

The University District Boards acted in 2019 to support the implementation of the University District Strategic Master Plan Update, including the development and support of a "South University District Subarea Plan". The UDDA board and committees have actively provided support, input, and evaluation of the plan and they support City staff recommended actions.

Additionally, we support the optional Addition 1 of the DTU extending the zoning change south along Sherman Street to I-90. Continuous zoning along Sherman would help align planned private development and complement the UDPDA's recent commitment of up to \$200,000 for the design of a more attractive and pedestrian-friendly Sherman Street as well as a signal at 5th Avenue and Sherman.

The possible Phase II code changes in the appendix do give us pause. Option 1's Type V and VI could be desirable in the future, however, they would likely create an unsupportable burden to development in the near term.

In addition to these specific endorsements and concerns the UDDA would ask the Plan Commission to consider and incorporate the following strategies and priorities wherever possible:

1. **Align with the assessments, standards, and preferred scenarios** presented in the [University District Strategic Master Update](#) (UDSMP-U);
2. Set the stage for **building an "Innovation District"**—as described in the UDSMP-U—to provide affordable live-work-make spaces for existing and emerging businesses and residents;



3. **Future-proof** the community by taking development risks that position the region for long-term, recession-proof economic growth;
4. Address the **unified goal of all the higher-ed institutions** and University District partners to create a "health education and research complex";
5. Facilitate **"highest and best use" development** that will drive meaningful job growth, tax revenues, and an enhanced quality of life for Spokane's citizens;
6. Allow for **shared parking considerations** for mixed-use developments beyond the current standards (e.g., beyond 400', consider the timing of use balance, etc.);
7. Promote **public health and safety** via a network of ped- and bike-friendly streets, and convenient connectivity to mass transit;
8. Provide **meaningful connections** to the new Downtown Plan by extending downtown parking and zoning;
9. Facilitate **remediation** of brownfields sites and encourage adaptive **reuse**, infill housing, and historic **preservation** in the neighborhood.

Please don't hesitate to contact me if you have any questions or concerns.

Kind regards,

Lars Gilberts
CEO

Green, Christopher

From: doug@trudeaus.com
Sent: Wednesday, July 8, 2020 9:38 AM
To: Green, Christopher
Subject: Sub Area Planning

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Chris,

Thanks for the work you and your team have put into this planning. I think the timing and proposal of changes along Sprague and Sherman makes since. I do think our concern 10 years ago was valid, but since then we have seen the development of the pedestrian bridge and Catalyst building. I appreciate city leaders at the time for seeing it this way.

I have concerns about changing the zoning South of Sprague and West of Sherman at this time. We still have a number of buildings being used for warehousing and light industrial. I also have serious concerns about growth in the area with the current pandemic. A lot of the growth we have seen in the South U-district has been driven by government involvement, for this reason I would recommend we hold off on this section.

Empty buildings lead to more crime and graffiti which could worsen businesses activity and possibly result in lower property values for the city. This possible reduction in tax collection could be a greater cost to the city then the cost of re-visiting the expansion of zoning in this area in the future.

I feel like I should limit my comment on the expansion South Sherman area as I don't own property near there, but my observation is that a change in this area would be less impactful as it looks like the current use of those properties would be in line with proposed zoning changes.

Finally, I think parking in this area should be re-visited in 12-18 months to make sure it's working.

Thank you,

Doug Trudeau

Bayliner, Cypress Cay, Boston Whaler, Hey Day, Crestliner, Sea Ray
www.trudeausmarina.com 509-363-8600 or 509-624-2102

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): N/A

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: Adoption of the *South University District Subarea Plan*, which provides a vision for future development of a 214-acre area just east of the downtown core. The proposal also includes a Comprehensive Plan Amendment to amend Land Use Map designations of a 90-acre area from General Commercial to Downtown; a Zoning Map change for the same area from GC-150 (General Commercial with 150 foot height limit) to DTU (Downtown University), an amendment of downtown plan Map 5.1 "Streetscape Improvements," to designate complete streets for the same area consistent with those proposed in the *South University District Subarea Plan*; an amendment of the Surface Parking Lot Limited Area Map (SMC 17C.124-M1) to include the areas rezoned DTU; and an amendment of the Downtown Design Review Threshold Map (SMC 17G.040-M1) to include the areas rezoned DTU within the Perimeter Area identified on the Downtown Design Review Threshold Map.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:

A 90-acre area within the South University District focused on the frontages of E. Sprague Avenue and S. Sherman Street.

Legal Description: n/a

LEAD AGENCY: City of Spokane


The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act until the close of the Plan Commission public hearing on this proposal which exceeds 14 days from the issuance of this DNS. Comments must be submitted no later than noon on March 24, 2020 if they are intended to alter or appeal the DNS.

Responsible Official: Louis Meuler

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: February 21, 2020 **Signature:** 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is noon on March 10, 2020. This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

Environmental Checklist

File No. _____

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

Evaluation for Agency Use Only

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Evaluation for Agency Use Only

BACKGROUND

1. Name of proposed project, if applicable: South University District Subarea Plan
2. Name of applicant: City of Spokane
3. Address and phone number of applicant or contact person:
 - a. Address: Neighborhood & Planning Services, 6th floor, Spokane City Hall, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3329
 - b. Phone number: (509) 625-6300
 - c. Contact person: Christopher Green, AICP, Assistant Planner
4. Date checklist prepared: February 20, 2020
5. Agency requesting checklist: City of Spokane, Neighborhood & Planning Services Department
6. Proposed timing or schedule (including phasing, if applicable):

The subarea plan is scheduled for a public hearing at the Plan Commission on March 25, 2020. Following a recommendation from the Plan Commission, the City Council will consider the subarea plan for adoption at a public hearing in Spring 2020.
7.
 - a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No
 - b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.

No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.

None that is directly related to this proposal.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No
10. List any government approvals or permits that will be needed for your proposal, if known.

Evaluation for Agency Use Only

Approval from Plan Commission, City Council, and the Mayor will be needed to adopt the South University District Subarea plan.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Adoption of the South University District Subarea Plan, which provides a vision for future development for a 214-acre area just east of the downtown core. The subarea plan includes a vision statement, goals, and policies to guide future development in the South University District, and proposes the following changes in a 90-acre area focused along the frontages of E Sprague Avenue and S Sherman Street:

(1) Comprehensive Plan Amendment to amend the Land Use Map designation of a 90-acre area from General Commercial to Downtown; and

(2) A concurrent Zoning Map change for the same area from General Commercial to Downtown; and

(3) Amendment of downtown plan Map 5.1 "Streetscape Improvements," to designate complete streets for the affected geographic area consistent with those proposed in the South University District subarea plan; and

(4) Amendment of the Surface Parking Limited Area map (SMC 17C.124-M1) to include the affected geographic area within the Surface Parking Limited Area.

(5) Amendment of the Downtown Design Review Threshold Map (SMC 17G.040-M1) to include the affected geographic area within the Perimeter Area identified on the Downtown Design Review Threshold Map.

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

The South University District is just east of the Downtown core generally encapsulated by Division Street to the west, Interstate 90 to the south, Hamilton Street and its interchange with I-90 to the east, and the right-of-way for the Burlington Northern Santa Fe (BNSF) railway to the north. The South University District includes approximately 214 acres of land.

Proposed Comprehensive Plan amendments to the Land Use Map and concurrent zone changes are proposed for a 63 acre area generally extending north from the centerline of E 1st Avenue to the BNSF tracks between Pine Street and Hamilton Street, and extending south along either side of Sherman Street to E 2nd Avenue.

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An additional 10-acre area extending approximately one parcel east and west from S Sherman Street between 2nd Avenue and the I-90 freeway, and an additional 17-acre area extending southward from 1st Avenue to Short Avenue and west to Pine Street have also been considered for the same Land Use Plan Map, zoning, and overlay changes as part of the planning process, and this checklist considers a land use and zone change covering the maximum extent of 90 acres encompassed by the core 63-acre proposal and the additional 27 acres under consideration. A detailed map of the South University District boundary and boundaries of proposed Land Use Map and zoning changes is attached.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

Yes

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- i. Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Not applicable, this is a non-project action.

- ii. Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Not applicable, this is a non-project action.

- iii. What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Not applicable, this is a non-project action.

- iv. Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Not applicable, this is a non-project action.

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b. Stormwater

- i. What are the depths on the site to groundwater and to bedrock (if known)?

Not applicable, this is a non-project action.

- ii. Will stormwater be discharged into the ground? If so, describe any potential impacts?

Not applicable, this is a non-project action.

TO BE COMPLETED BY APPLICANT

ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (circle one): flat, rolling, hilly, steep slopes, mountains, other:

The affected geographical area is predominately flat.

- b. What is the steepest slope on the site (approximate percent slope)?

The affected geographical area is generally flat, with most slopes below 8 percent, and a few small areas near basalt outcroppings exceeding a 16 percent slope. The steepest slope is located at the northern edge of the district, along the bluff that runs parallel to the BNSF railway tracks.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

The soils are generally described as Hesseltine Silt Loam, moderately deep, 0 to 8 percent slopes. Please see the "Soil Survey, Spokane County Washington, 1968" for additional information regarding this and other soil classifications within the City of Spokane.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:

Not applicable, this is a non-project action.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable, this is a non-project action.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable, this is a non-project action.

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:

Evaluation for Agency Use Only

Not applicable, this is a non-project action.

2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable, this is a non-project action.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable, this is a non-project action.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

This proposal does not contain provisions to reduce or control emissions.

3. Water

- a. SURFACE:

- i. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

At its closest point, the Spokane River is approximately 300 feet northeast of the subarea boundary.

- ii. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Not applicable, this is a non-project action.

- iii. Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable, this is a non-project action.

- iv. Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable, this is a non-project action.

- v. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

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No

- vi. Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable, this is a non-project action.

b. GROUND:

- i. Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable, this is a non-project action.

- ii. Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

Not applicable, this is a non-project action.

c. WATER RUNOFF (INCLUDING STORMWATER):

- i. Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable, this is a non-project action.

- ii. Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable, this is a non-project action.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

The provisions of SMC 17D.060 Stormwater Facilities regulate stormwater and requires appropriate on-site storage and disposal. New development is reviewed under these regulations and is required to build appropriate stormwater facilities.

4. Plants

- a. Check or circle type of vegetation found on the site:

☒ Deciduous tree: alder, maple, aspen, other: _____

☒ Evergreen tree: fir, cedar, pine, other: _____

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- ☒ Shrubs
- ☒ Grass
- ☐ Pasture
- ☐ Crop or grain
- ☐ Wet soil plants, cattail, buttercup, bulrush, skunk cabbage, other: _____
- ☐ Water plants: water lily, eelgrass, milfoil, other: _____
- ☐ Other types of vegetation: _____

- b. What kind and amount of vegetation will be removed or altered?

Not applicable, this is a non-project action.

- c. List threatened or endangered species known to be on or near the site.

Not applicable, this is a non-project action.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

New development will be required to meet the standards set forth in SMC Chapter 17C.200 Landscaping and Screening. The subarea plan includes Community Design Goal CD-2 ("Enhanced Neighborhood Context"), which includes proposed policies to identify land for a park and increase the number of street trees in the subarea.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:

Birds: ☐ hawk, ☐ heron, ☐ eagle, ☐ songbirds, other: _____

Mammals: ☐ deer, ☐ bear, ☐ elk, ☐ beaver, other: _____

Fish: ☐ bass, ☐ salmon, ☐ trout, ☐ herring, ☐ shellfish, other: _____

Other: Not applicable, this is a non-project action.

- b. List any threatened or endangered species known to be on or near the site.

Not applicable, this is a non-project action.

- c. Is the site part of a migration route? If so, explain.

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Not applicable, this is a non-project action.

- d. Proposed measures to preserve or enhance wildlife, if any:

The provisions of Spokane Municipal Code Section 17E.020 Fish and Wildlife Habitat contain development standards for the protection of animals listed as threatened, endangered and priority species.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable, this is a non-project action.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not applicable, this is a non-project action.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The City of Spokane's adopted Comprehensive Plan includes Goal NE 18 - Energy Conservation: "Promote the conservation of energy in the location and design of residential, service, and workplaces." The subarea plan includes a number of goals, policies, and implementation measures (such as zoning map changes) to promote increased development and redevelopment a subarea located adjacent to the urban core, promoting efficient use of land served by existing infrastructure and reducing potential vehicle miles traveled by residents and other users of the district.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

Not applicable, this is a non-project action.

- i. Describe special emergency services that might be required.

Not applicable, this is a non-project action.

- ii. Proposed measures to reduce or control environmental health hazards, if any:

Not applicable, this is a non-project action.

- b. NOISE:

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- i. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not applicable, this is a non-project action.

- ii. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

New development could create construction noise as redevelopment occurs with the affected geographic area. Any such noise would be subject to the provisions of SMC 10.08D Noise Control.

- iii. Proposed measure to reduce or control noise impacts, if any:

Noise is regulated under SMC 10.08D Noise Control. This section of the Spokane Municipal Code outlines maximum permissible environmental sounds levels by zone type (residential, commercial, office, retail, industrial, etc). Projects within the affected geographic area would be subject to these standards.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

Most property is zoned General Commercial with a 150 foot height limit (GC-150) with a small section of Downtown General on the western edge. General Commercial allows for a full range of retail and service businesses with a local or regional market as well as industrial uses. Prior to 2005, the subarea was primarily within a light industrial zone. Reflecting the variety of uses allowed in past and current zoning districts, the subarea today supports a diverse mix of uses, with retail, office, industrial, and residential uses spread throughout the area.

- b. Has the site been used for agriculture? If so, describe.

No

- c. Describe any structures on the site.

GC-150 zoning allows most residential, commercial, industrial, and institutional buildings with a maximum height of 150 feet. Development in the district is characterized by low building heights, a mix of building ages – some dating back to the early 1900's – and a range of parcels sizes with many small parcels remaining from when the area was originally platted in the 1880's.

- d. Will any structures be demolished? If so, which?

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Not applicable, this is a non-project action.

- e. What is the current zoning classification of the site?

Most property is zoned General Commercial with a 150 foot height limit (GC-150) with a small section of Downtown General (DTG) on the western edge.

- f. What is the current comprehensive plan designation of the site?

The Comprehensive Land Use Map designation for the affected geographic area is General Commercial.

- g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

- h. Has any part of the site been classified as a critical area? If so, specify.

Yes, the entire affected geographic area is within the critical aquifer recharge area.

- i. Approximately how many people would reside or work in the completed project?

Not applicable, this is a non-project action.

- j. Approximately how many people would the completed project displace?

Not applicable, this is a non-project action.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable, this is a non-project action. SMC Chapter 17C.210 Nonconforming Situations includes provisions to allow continued use and, in some cases, enlargement of uses rendered nonconforming by zone changes such as those included in the proposal.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Staff and consultants have monitored plan development to ensure consistency with the Spokane Comprehensive Plan, as well as simultaneous subarea planning efforts in the nearby North Bank subarea and an update of the Downtown Plan. The proposal includes topics identified in the planning process that may be more suitable to consideration as part of future code updates to follow the Downtown Plan update.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.

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Not applicable, this is a non-project action. The subarea plan includes goals to promote development of a new housing at a range of types and prices. Household living is an allowed use in all of the proposed zoning districts within the subarea.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

Not applicable, this is a non-project action.

- c. Proposed measures to reduce or control housing impacts, if any:

Not applicable, this is a non-project action. Household living is an allowed use in all of the proposed zoning districts within the subarea, and subarea plan policies promote development of additional housing units.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable, this is a non-project action.

- b. What views in the immediate vicinity would be altered or obstructed?

Not applicable, this is a non-project action. The subarea plan proposes to change the zoning of a portion of the district from GC-150, allows a maximum height of 150 feet, to DTU, which allows a maximum height of 12 stories. Based on typical height per story of new construction, the change from 150 feet to 12 stories represents little actual change in the allowed height of new buildings.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

The proposal would include the portion of the subarea proposed to be rezoned to DTU within the "perimeter" area of the threshold map for design review. Within the perimeter area, private development greater than 50,000 square feet (in addition to public development) would be subject to design review.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable, this is a non-project action.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable, this is a non-project action.

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- c. What existing off-site sources of light or glare may affect your proposal?

Not applicable, this is a non-project action.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Measures to reduce or control light and glare impacts are not a part of this proposal.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Not applicable, this is a non-project action.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

Not applicable, this is a non-project action. The zone changes proposed in the subarea plan would not diminish the potential use of any properties for recreational purposes.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

There are no proposed measures to reduce or control impacts on recreation. The subarea plan includes Community Design Goal CD-2 ("Enhanced Neighborhood Context"), which includes proposed policies to identify land for a park in the subarea.

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site?

Goodyear Tire and Rubber Store and Warehouse (123 E Sprague Avenue), and the Albert Apartments (152 S Pine Street) are historic properties listed on the Spokane Register of Historic Places.

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

The Spokane River is a known culturally significant feature that is located approximately 300 feet northeast of the subarea boundary. A portion of the original site of Liberty Park, designed by the Olmsted Brothers landscape architecture firm, is at the far southeast corner of the district at 1280 E 3rd Avenue. Ruins of a portion of the pergola and pathways from the original park remain at the site.

- c. Proposed measures to reduce or control impacts, if any:

The shorelines of the Spokane River are protected under the state Shoreline Management Act and Spokane's Shoreline Master Program. Both properties on the

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Spokane Register of Historic Places are protected under management agreements with the Spokane City/County Historic Preservation Office. Historic structures are further protected under SMC 17D.100 Historic Preservation. The subarea plan does not propose additional measures to reduce or control impacts.

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

The subarea is within a developed part of the city covered by an existing street grid and multiple north-south and east-west arterials providing access. The subarea also has direct access to the I-90 freeway and U.S. 395 highway (Division Street). The proposal would not alter any access to the existing street system.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes. Spokane Transit Authority lines 12, 45, 90, 94 directly serve the subarea.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Not applicable, this is a non-project action.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private).

No

- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

The Burlington Northern-Santa Fe rail line forms the northern boundary of the subarea. The proposal would not make any changes within the railroad right-of-way or to nearby points of access.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. (**Note:** to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours))

Not applicable, this is a non-project action.

- g. Proposed measures to reduce or control transportation impacts, if any:

The subarea plan includes a number of goals, policies, and implementation measures (such as zoning map changes) to promote increased development and redevelopment

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a subarea located adjacent to the urban core and facilitating more intensive use of existing multimodal transportation infrastructure, including sidewalks, bicycle and pedestrian paths, frequent transit service, and bicycle and pedestrian access to higher education campuses and the downtown core via the University District Gateway Bridge.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

This proposal is a non-project action and should not directly increase the need for fire, police, health care or school services.

- b. Proposed measures to reduce or control direct impacts on public services, if any:

Impacts will be addressed at the time of permit application.

16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

The project are is fully served with urban utilities.


- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.

Not applicable, this is a non-project action.

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SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 2/21/2010 Signature: 

Please Print or Type: Louis Meuler

Proponent: City of Spokane

Address: 808 W Spokane Falls Blvd.

Phone: (509) 625-6500

Email: lmeuler@spokanecity.org

Person completing form (if different from proponent):
Christopher Green



Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone: (509) 625-6194

Email: cgreen@spokanecity.org

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: 

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

The proposal would not directly increase discharge to water, emissions to air, the production and storage of toxic or hazardous substances or noise.

- a. Proposed measures to avoid or reduce such increases are:

No such measures are included in this proposal. New development in the subarea is subject to Spokane Municipal Code standards for stormwater management, shoreline and critical areas protections, and other limitations on the increases described in Question 1.

2. How would the proposal be likely to affect plants, animals, fish or marine life?

This proposal is unlikely to directly affect plants and animals.

- a. Proposed measures to protect or conserve plants, animals, fish or marine life are:

No measures are proposed to specifically address the conservation of plants and animals in this proposal. New development within the subarea is subject to Spokane Municipal Code standards for landscaping, protection of critical areas, and habitat.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal is not likely to deplete energy or natural resources. The subarea plan includes a number of goals, policies, and implementation measures (such as zoning map changes) to promote increased development and redevelopment a subarea located adjacent to the urban core, promoting efficient use of land served by existing infrastructure and reducing energy and natural resources consumed by potential vehicle miles traveled by residents and other users of the district.

- a. Proposed measures to protect or conserve energy and natural resources are:

The proposal does not directly address energy and natural resource conservation.

Evaluation for Agency Use Only

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

This proposal will not directly affect environmentally sensitive areas. If new development occurs because of the subarea plan and its recommended code changes it will be subject to the critical area standards of the Spokane Municipal Code.

- a. Proposed measures to protect such resources or to avoid or reduce impacts are:

No new measures are proposed. Project impacts will be addressed at the time of permit application in accordance with the standards of the Spokane Municipal Code.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The subarea plan has been developed to work in conjunction with the Downtown Plan and the Comprehensive Plan. Development occurring as a result of changes recommended in the subarea plan will be subject to standards in the Comprehensive Plan and implementing regulations set forth in the Spokane Municipal Code.

- a. Proposed measures to avoid or reduce shoreline and land use impacts are:

No additional measures are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

If new development occurs because of the subarea plan and its recommended code changes, the demands on transportation, public services, and utilities in the subarea can be expected to increase as a result of the corresponding growth in residents and other users of the district. However, the subarea is centrally located within Spokane where public facilities and services are in place to accommodate this growth.

- a. Proposed measures to reduce or respond to such demand(s) are:

New development within the subarea would be subject to transportation impact fees to mitigate increased demands on the transportation system. New development must be certified for concurrency with the facilities and services set forth in SMC Section 17D.010.010.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

The proposal does not conflict with local, state or federal laws or requirements for the protection of the environment.

Evaluation for Agency Use Only

SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 2/21/2020 Signature: 

Please Print or Type: Louis Meuler

Proponent: City of Spokane

Address: 808 W Spokane Falls Blvd.

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Email: lmeuler@spokanecity.org

Person completing form (if different from proponent):
Christopher Green



Address: 808 W Spokane Falls Blvd.

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Email: cgreen@spokanecity.org

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: CSB

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

ORDINANCE NO. C35925

An ordinance amending land use and zoning maps for a 73-acre area within the South University District subarea.

WHEREAS, 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); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that, so long as a subarea plan clarifies, supplements, or implements city-wide comprehensive plan policies, and so long as the cumulative impacts of the proposed subarea plan are addressed by appropriate environmental review under chapter 43.21C. RCW, the initial adoption of a subarea plan may occur outside of this annual process; and

WHEREAS, the Neighborhood & Planning Services Department conducted an online survey on issues and priorities for subarea, which received 308 responses to questions about a range of topics including district land uses, off-street parking, priority streets, and design review; and

WHEREAS, outreach and public communication beginning in May 2019 included a project web page, a recorded video about the subarea planning process replayed on City Cable 5 and the City's web page, appearances at public events, email updates to interested parties, and a mailing of more than 1,000 postcards to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius announcing the July 30 Community Design Workshop and providing information about the planning process; and

WHEREAS, on July 30 and 31, 2019, Neighborhood & Planning Services staff and consultants from MAKERS Architecture and Urban Design (the "Project Team") held a Community Design Workshop and series of stakeholder focus groups to involve a wide range of participants with distinct interests to share their insights about the subarea and help shape a vision statement and policy framework for development of a more focused proposal; and

WHEREAS, the project team hosted a public open house meeting in October 2019 to receive feedback on a draft vision statement, goals, and policies and draft concepts for land use and zoning changes in the subarea; and

WHEREAS, from June 2019 through June 2020, staff gave thirteen presentations on draft codes and guidelines and received feedback from interested groups such as property owners, business associations, neighborhood councils, civic groups, City departments, and the Spokane Design Review Board; and

WHEREAS, during the South University District subarea planning process the community discussed and documented their vision and direction for the future of the South University District subarea and how to implement the desired vision; and

WHEREAS, the *South University District Subarea Plan* includes a vision, goals, and policies that outline the future of growth and development desired in the South University District subarea; and

WHEREAS, the *South University District Subarea Plan* includes recommended amendments to the Comprehensive Plan Land Use Plan Map, Zoning Map, and overlay maps for the subarea for a portion of the subarea focused on the intersection of Sprague Avenue and Sherman Street, near the south landing of the University District Gateway Bridge; and

WHEREAS, staff hosted a public open house meeting on March 3, 2020 to receive feedback on the draft subarea plan and proposed Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes; and

WHEREAS, the Spokane Plan Commission held substantive workshops to study the proposal on October 23, 2019, November 13, 2019, March 11, 2020, and June 24, 2020; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on February 28, 2020; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance (“DNS”) was issued on February 21, 2020 for the Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes. The public comment period for the SEPA determination ended on March 24, 2020; and

WHEREAS, Notice of Application, Notice of Plan Commission Public Hearing, and Notice of SEPA Determination was mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor’s record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the proposed Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes on February 21, 2020; and

WHEREAS, Notice of Application, Notice of Plan Commission Public Hearing, and Notice of SEPA Determination to be held on March 25, 2020 was published in *The Spokesman Review* on March 11, 2020 and March 18, 2020 and the *Official Gazette* on March 18, 2020; and

WHEREAS, in an effort to slow the spread of the coronavirus (COVID-19) and to protect those most vulnerable, the City deferred the in-person public hearing scheduled for March 25, 2020 to a virtual public hearing held July 8, 2020 consistent with Proclamation 20-28 issued by the Governor of Washington and subsequent extensions and modifications; and

WHEREAS, Notice of Virtual Public Hearing for the rescheduled public hearing was mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the proposed Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes on June 22, 2020; and

WHEREAS, the Neighborhood & Planning Services Department prepared a staff report that found that the proposed Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes met all the review guidelines and required decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure (the "Staff Report"); and

WHEREAS, the Spokane Plan Commission conducted a public hearing, deliberated, and on July 22, 2020, voted 9 to 1 to recommend approval of a resolution adopting the South University District Subarea Plan and an ordinance adopting the proposed Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes, as recorded in Plan Commission Findings and Conclusions dated July 30, 2020; and

WHEREAS, the Spokane Plan Commission found that proposed Comprehensive Land Use Plan Map, Zoning Map, and overlay map changes are consistent with and implement the Comprehensive Plan; and

WHEREAS, the City Council approved a resolution (RES 2020-____) recognizing the *South University District Subarea Plan* on August ____, 2020; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Neighborhood & Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes;

NOW, THEREFORE, the City of Spokane does ordain:

1. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from “General Commercial” to “Downtown” for 73 acres, as shown in Exhibit A.
2. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from “General Commercial (GC-150)” to “Downtown University (DTU),” as shown in Exhibit B.
3. Amendment of Downtown Complete Streets Map. Downtown Plan Map 5.1 “Streetscape Improvements” is amended to designate complete streets for the area shown in Exhibit C.
4. Amendment of Surface Parking Limited Area Map. Surface Parking Limited Map (SMC 17C.124-M1) is amended to include the area shown in Exhibit D.
5. Amendment of the Downtown Design Review Threshold Map. The Downtown Design Review Threshold Map (SMC 17G.040-M1) is amended to designate the areas zoned DTU within the South University District subarea as part of the Perimeter Area, as shown in Exhibit E.

PASSED BY THE CITY COUNCIL ON _____, 2020.

Council President

Attest:

Approved as to form:

City Clerk

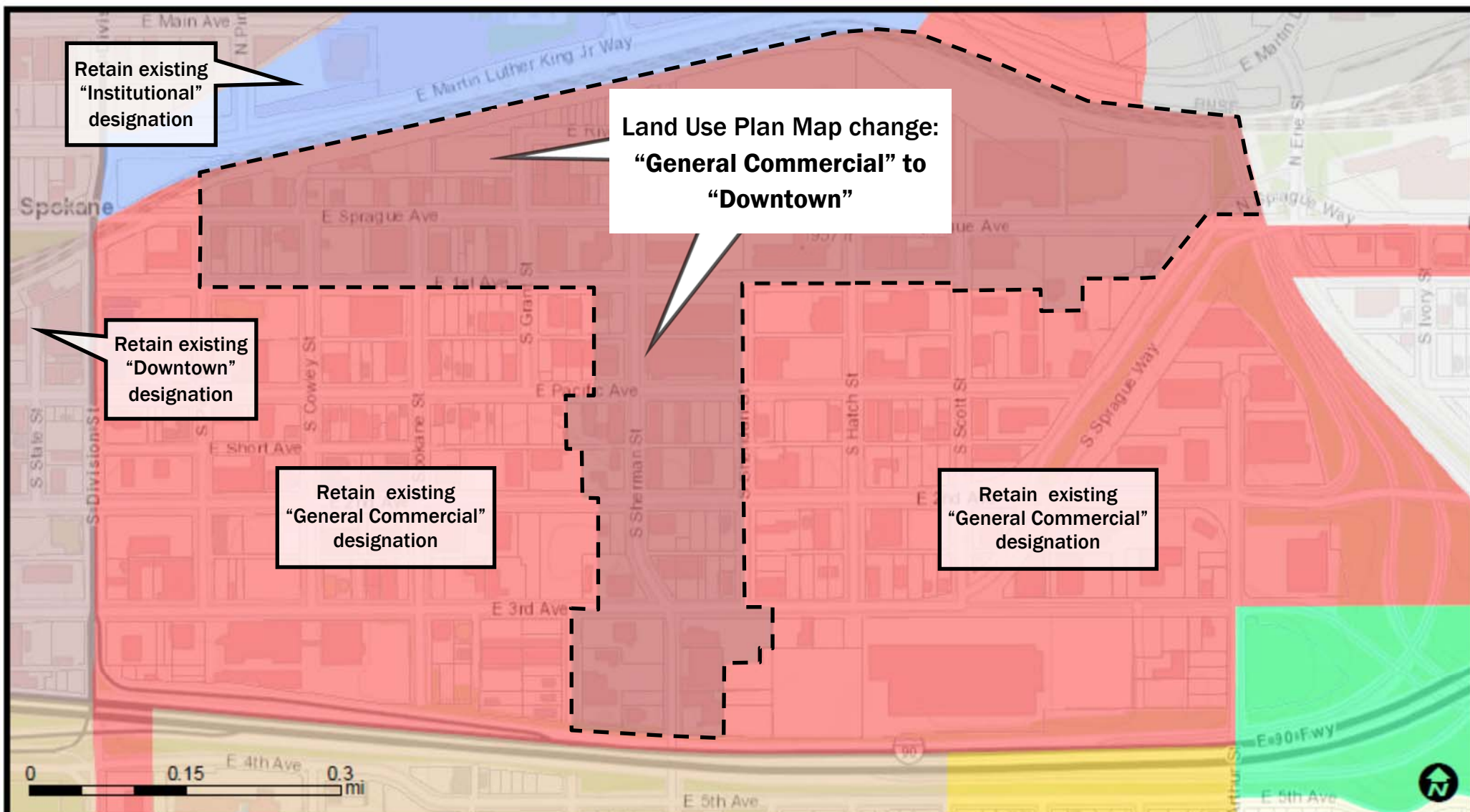
Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A: Proposed Land Use Plan Map Amendment (Comprehensive Plan Map LU-1)



Legend

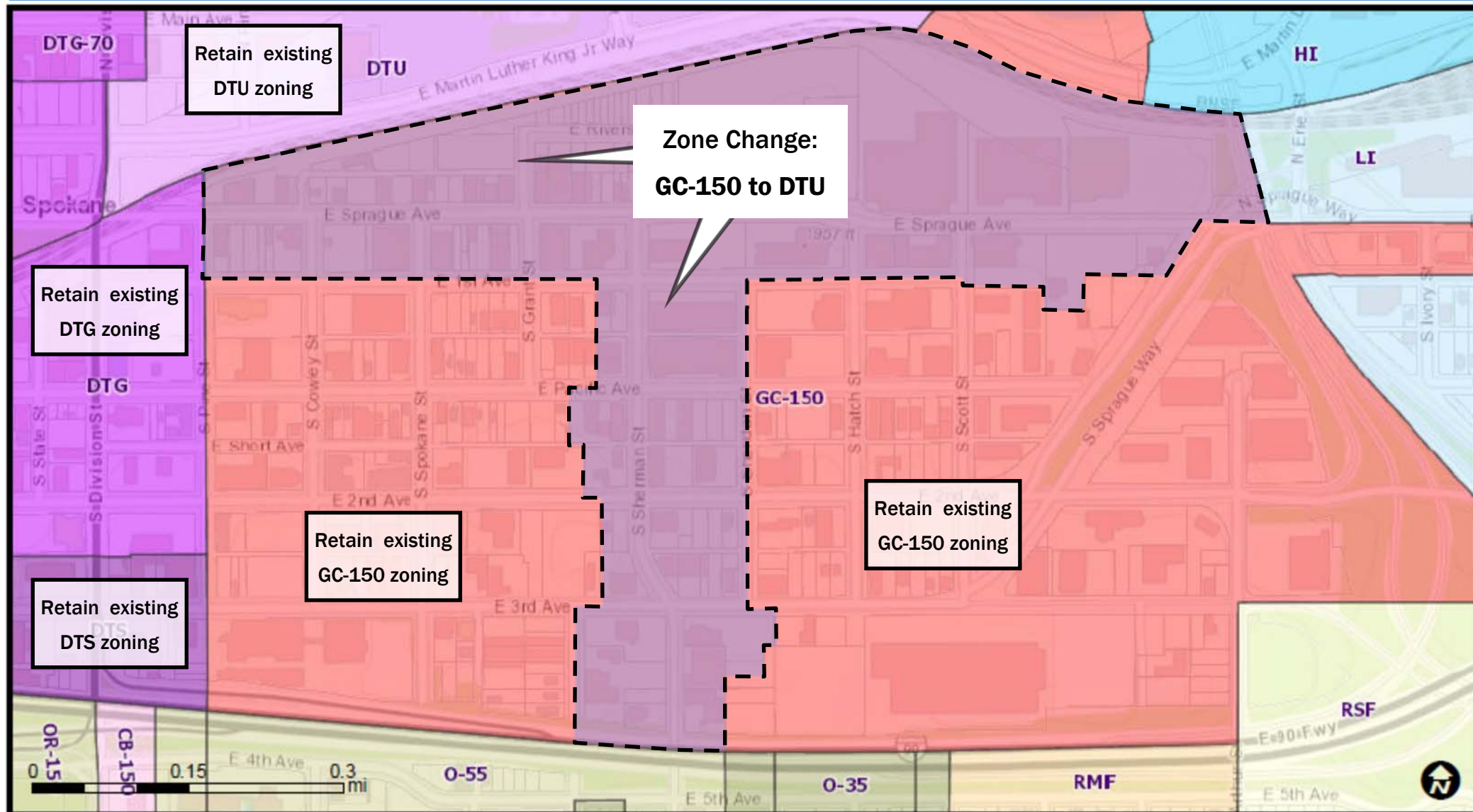
City of Spokane Boundary	Potential Open Space	Residential 10-20	CC Core	General Commercial	Institutional
Landuse Plan	Open Space	Residential 15-30	CC Transition	Downtown	Mining
Conservation Open Space	Agriculture	Residential 15+	Neighborhood Retail	Light Industrial	Parcel
Residential 4-10	Office	Mini Center	Heavy Industrial		

City of Spokane GIS



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.

Exhibit B: Proposed Zone Change



Legend

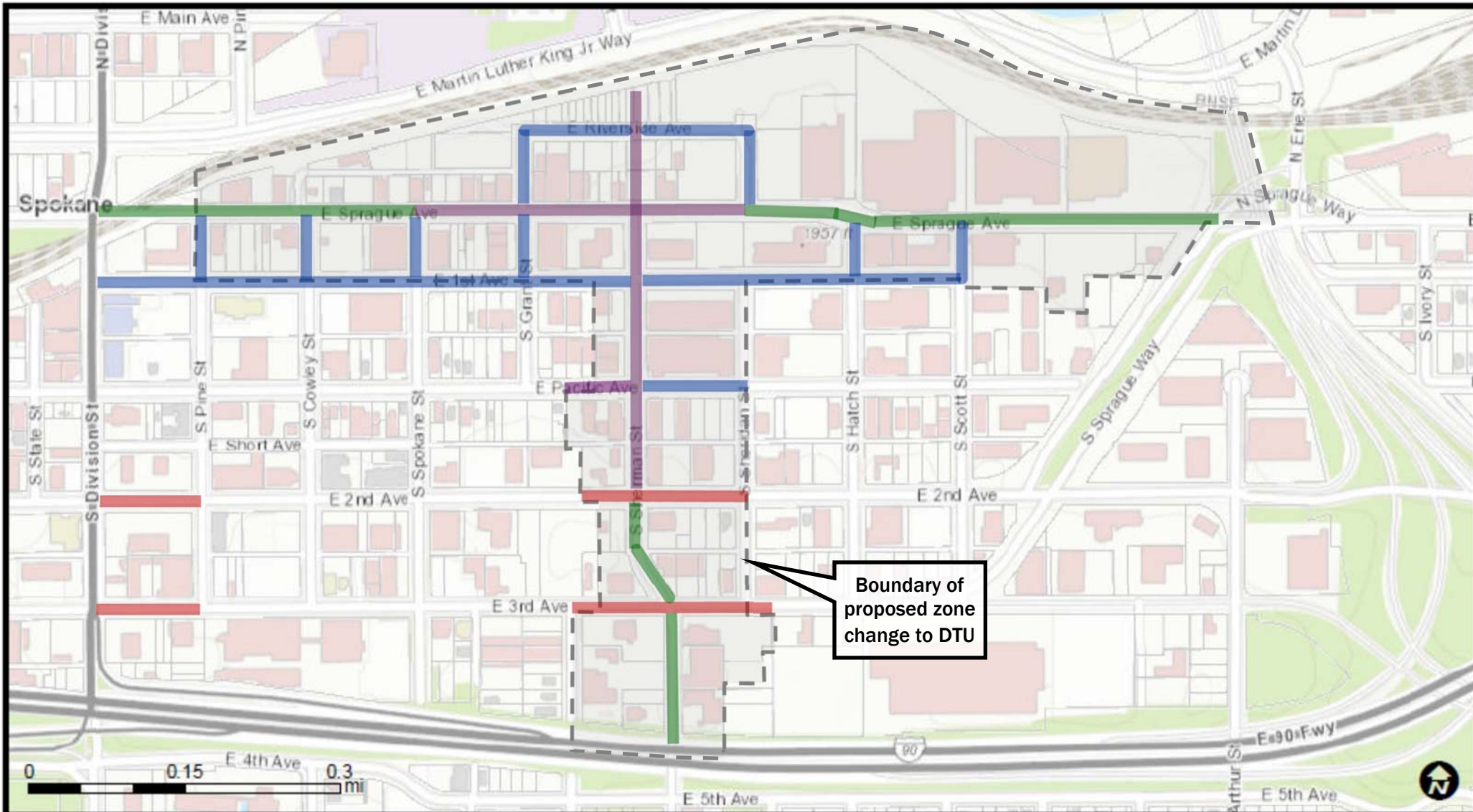
- City of Spokane Boundary**
- City Zoning**
- | | | | | | |
|----------------------------|---------------------|----------------|---------------------|--------------------------|---------------------------|
| Mixed Use Transition-CC4 | Downtown General | Context Area 3 | Light Industrial | Residential Agricultural | Residential Single-Family |
| Community Business | Downtown South | Context Area 4 | Neighborhood Retail | Residential High Density | Residential Two-Family |
| Center and Corridor Type 1 | Downtown Core | Context Area 1 | General Commercial | Office | Parcel |
| Center and Corridor Type 2 | Downtown University | Context Area 2 | Heavy Industrial | Office Retail | |
| | | | | Residential Multifamily | |

City of Spokane GIS





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Exhibit C: Proposed Amendments to Complete Streets Designations (Downtown Plan Map 5.1 "Streetscape Improvements")



Legend

-  City of Spokane Boundary
-  Parcel

Complete Streets

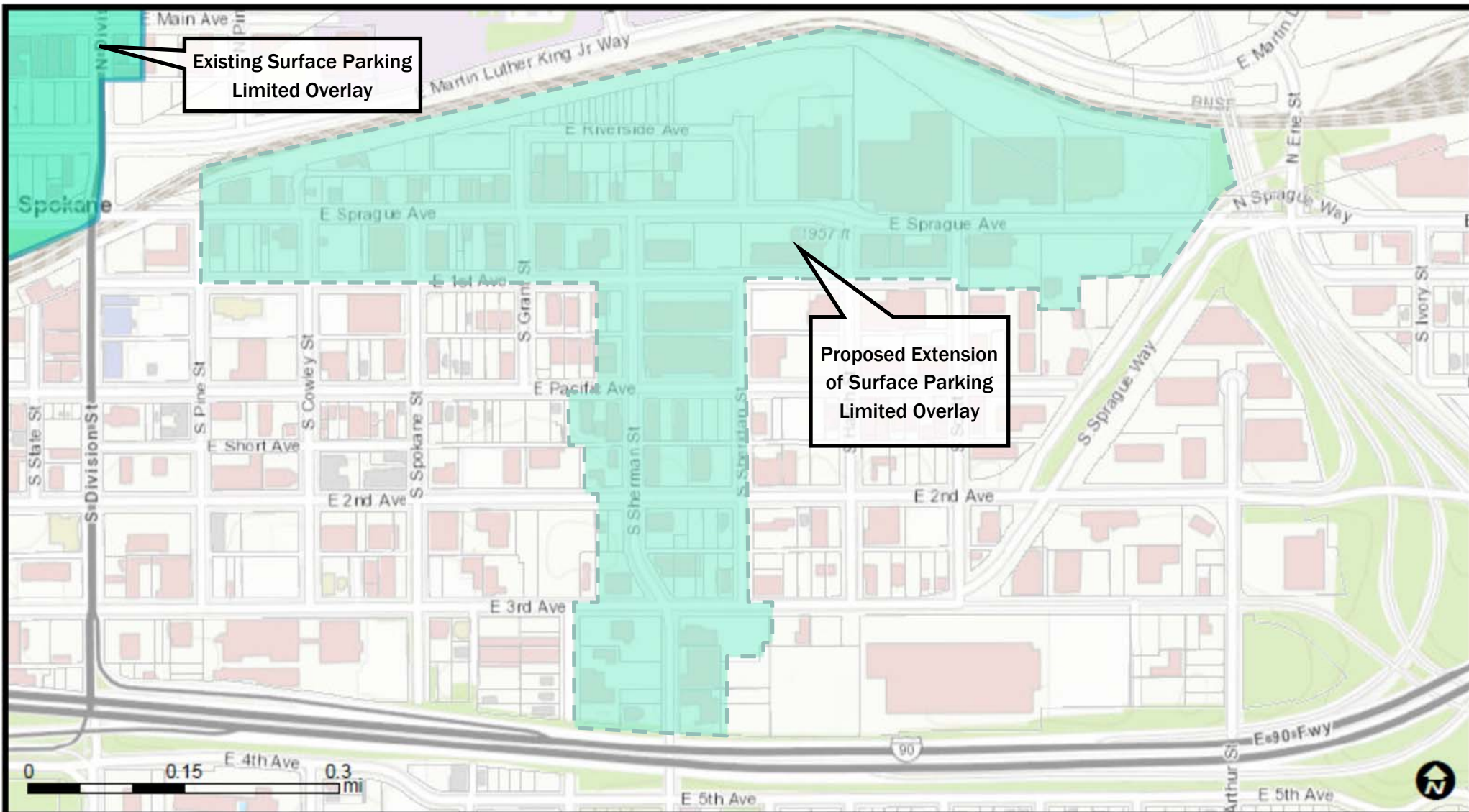
-  Type I
-  Type II
-  Type III
-  Type IV

City of Spokane GIS



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Exhibit D: Proposed Amendments to Surface Parking Limited Overlay Map (SMC 17C.124-M1)



Legend

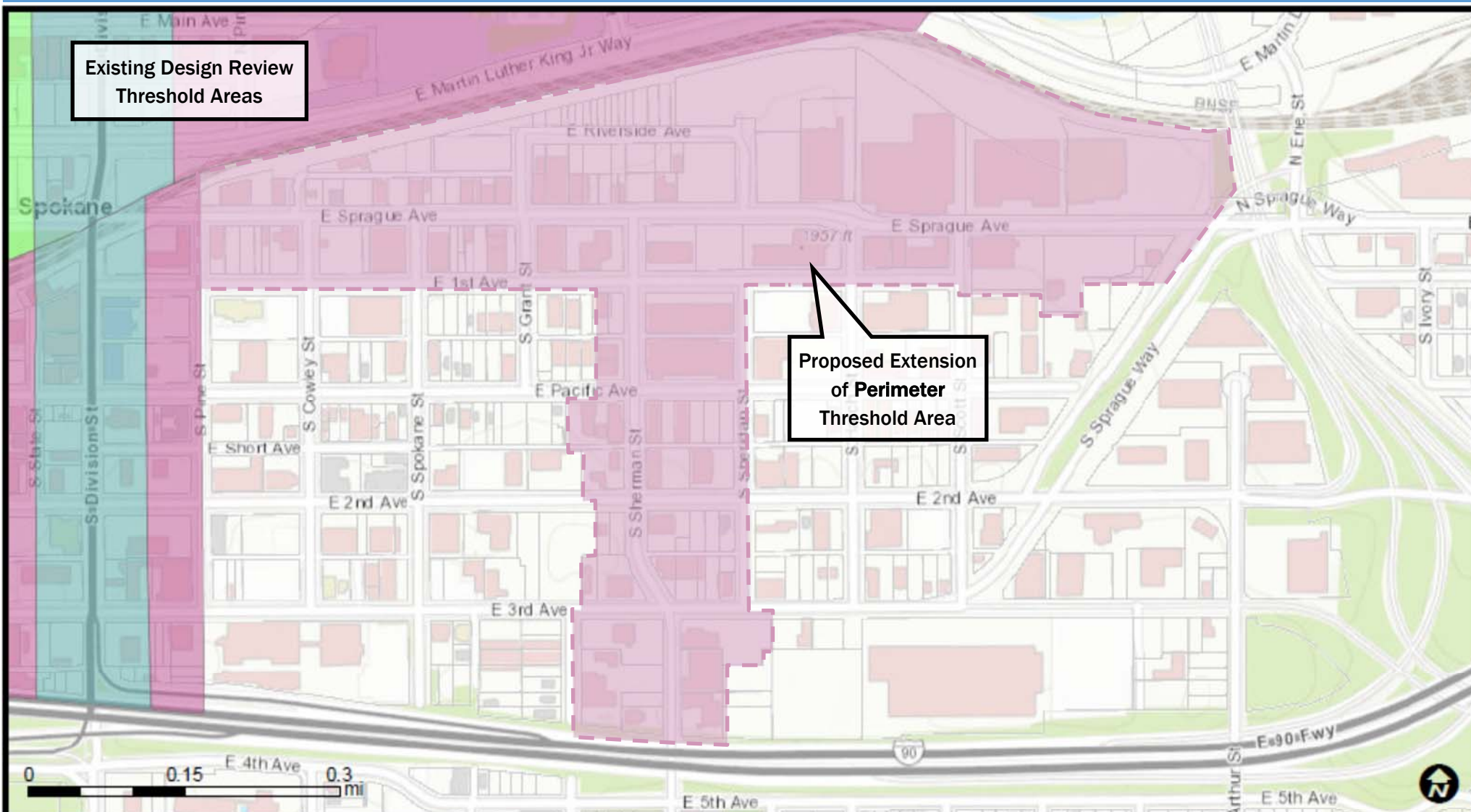
-  City of Spokane Boundary
-  Surface Parking Limited
-  Parcel

City of Spokane GIS








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.

Exhibit E: Proposed Amendments to Downtown Design Review Threshold Map (SMC 17G.040-M1)



Legend

- | | | | | | |
|--|--------------------------|---|-------------------------|---|-----------|
|  | City of Spokane Boundary |  | Design Review Threshold |  | Perimeter |
| | |  | Central |  | Parcel |
| | |  | Gateway | | |

City of Spokane GIS



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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35926

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 - CLEVELAND/NEVADA STREET VACATION FOR GONZAGA HAVEN

Agenda Wording

First reading ordinance before the City Council for August 17, 2020 for the vacation of portions of Cleveland Ave and Nevada Street as requested by Catholic Charities in order to accommodate a 72-unit apartment complex.

Summary (Background)

City staff wishes to initiate this right-of-way vacation by resolution.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

DUVALL, MEGAN

Study Session\Other

UD 7/13/2020

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

sbishop@spokanecity.org

mvanderkamp@spokanecity.org

rthompson@spokanecity.org

Briefing Paper (Urban Experience Committee)

Division & Department:	Planning & Development
Subject:	Vacation and easement releases to accommodate Catholic Charities Low Income Housing
Date:	June 8, 2020
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
Background/History: The applicant would like to vacate portions of existing right-of-ways and release or reduce existing easements that were previously retained in historical vacations in order to accommodate the construction of a low-income housing complex.	
Please see the attached project narrative provided by the applicant.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

ORDINANCE NO. C35926

An ordinance vacating portions of Cleveland Avenue and Nevada Street in the City of Spokane,

WHEREAS, pursuant to Resolution 2020-0047, the City Council initiated the vacation of portions of Cleveland Avenue and Nevada Street that are more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That those portions of Cleveland Avenue and Nevada Street located within the Northeast Quarter of Section 08, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described below are hereby vacated. Parcel numbers are not assigned.

The North half of East Cleveland Avenue from the West line of North Nevada Street to the projected West line of the 16 foot wide alley in Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The South half of East Cleveland Avenue from the West line of North Nevada Street to the projected East line of the 16 foot wide alley in Block 44, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West 20 feet of the East half of North Nevada Street from the North line of East Cleveland Avenue to the projected North line of Lot 2, Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West half and the West 20 feet of the East half of North Nevada Street from the North line of North Foothills Drive to the South line of East Cleveland Avenue as platted by the plat of Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West half of North Nevada Street from the North line of East Cleveland Avenue to the projected North line of Lot 11, Block 52, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Section 2. Easements are reserved and retained over and through those portions of the vacated right-of-way that are more particularly described below for the City of Spokane, Comcast, Avista, and CenturyLink to protect existing and future utilities.

The North half of East Cleveland Avenue from the West line of North Nevada Street to the projected West line of the 16 foot wide alley in Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The South half of East Cleveland Avenue from the West line of North Nevada Street to the projected East line of the 16 foot wide alley in Block 44, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West 11.50 feet of the West 20 feet of the East half of North Nevada Street from the North line of Lot 2, Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The East 54 feet of the West 61.5 feet of the West half of North Nevada Street from the North line of North Foothills Drive to the South line of East Cleveland Avenue as platted by the plat of Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The East 54 feet of the West 61.5 feet of the West 20 feet of the East half of Nevada Street from the North line of North Foothills Drive to the South line of East Cleveland Avenue as platted by the plat of Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Please see attached exhibits

Passed the City Council _____

Council President

Attest: _____
City Clerk

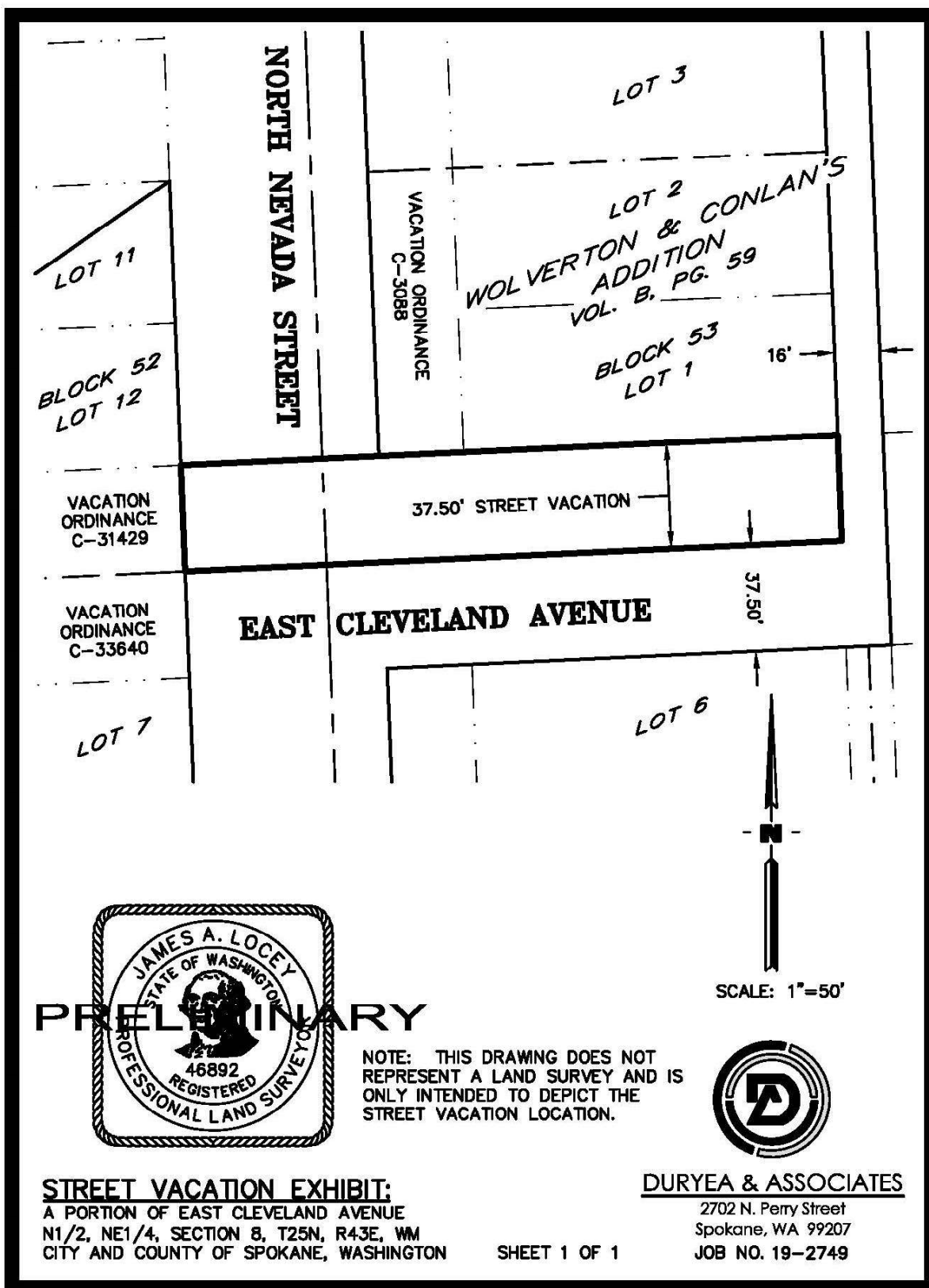
Approved as to Form:

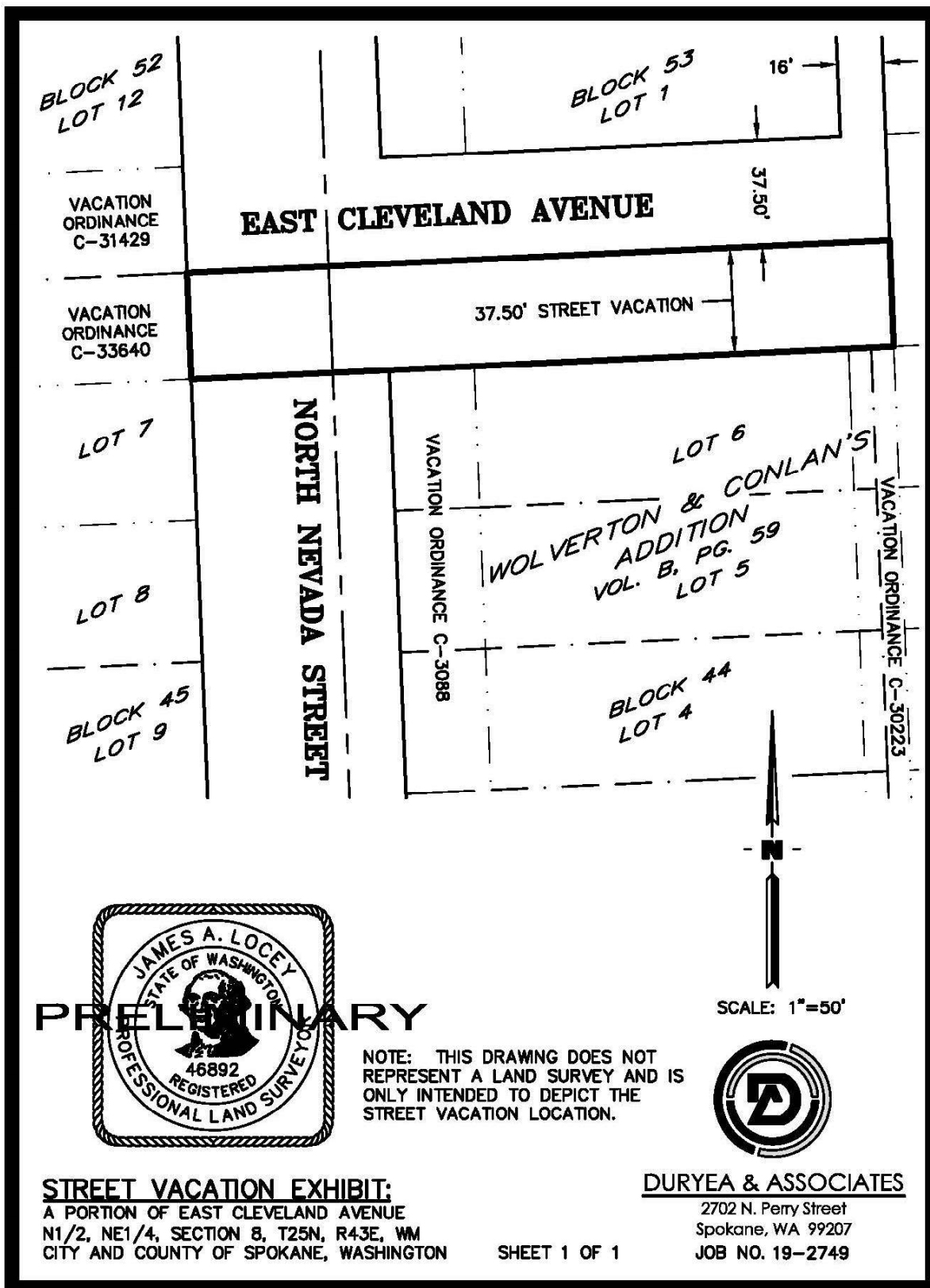
Assistant City Attorney

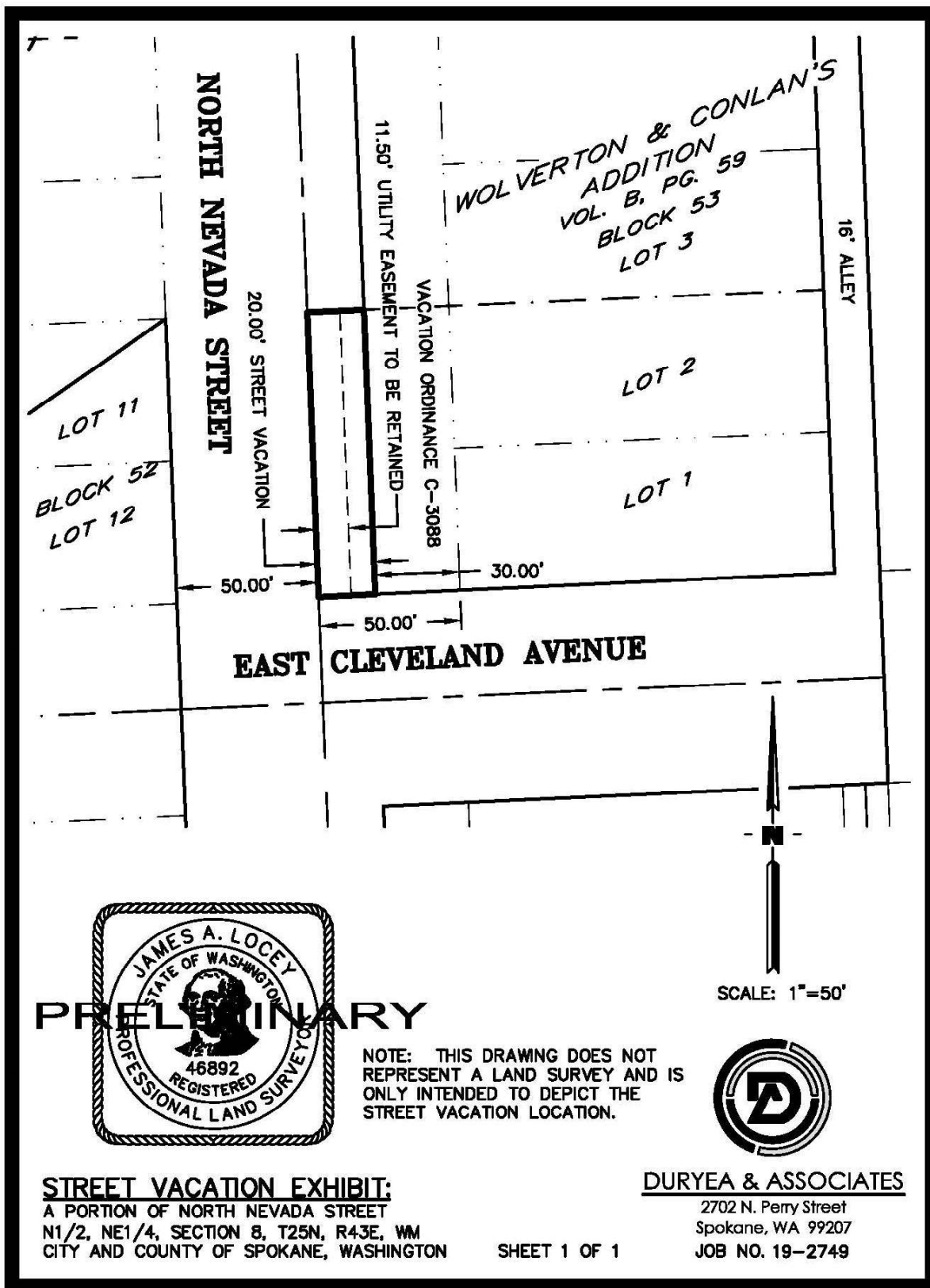
Mayor

Date: _____

Effective Date: _____

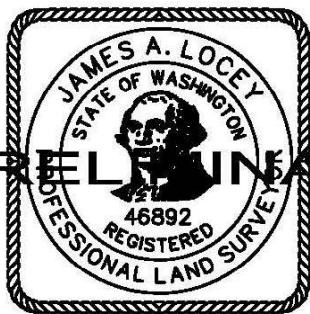
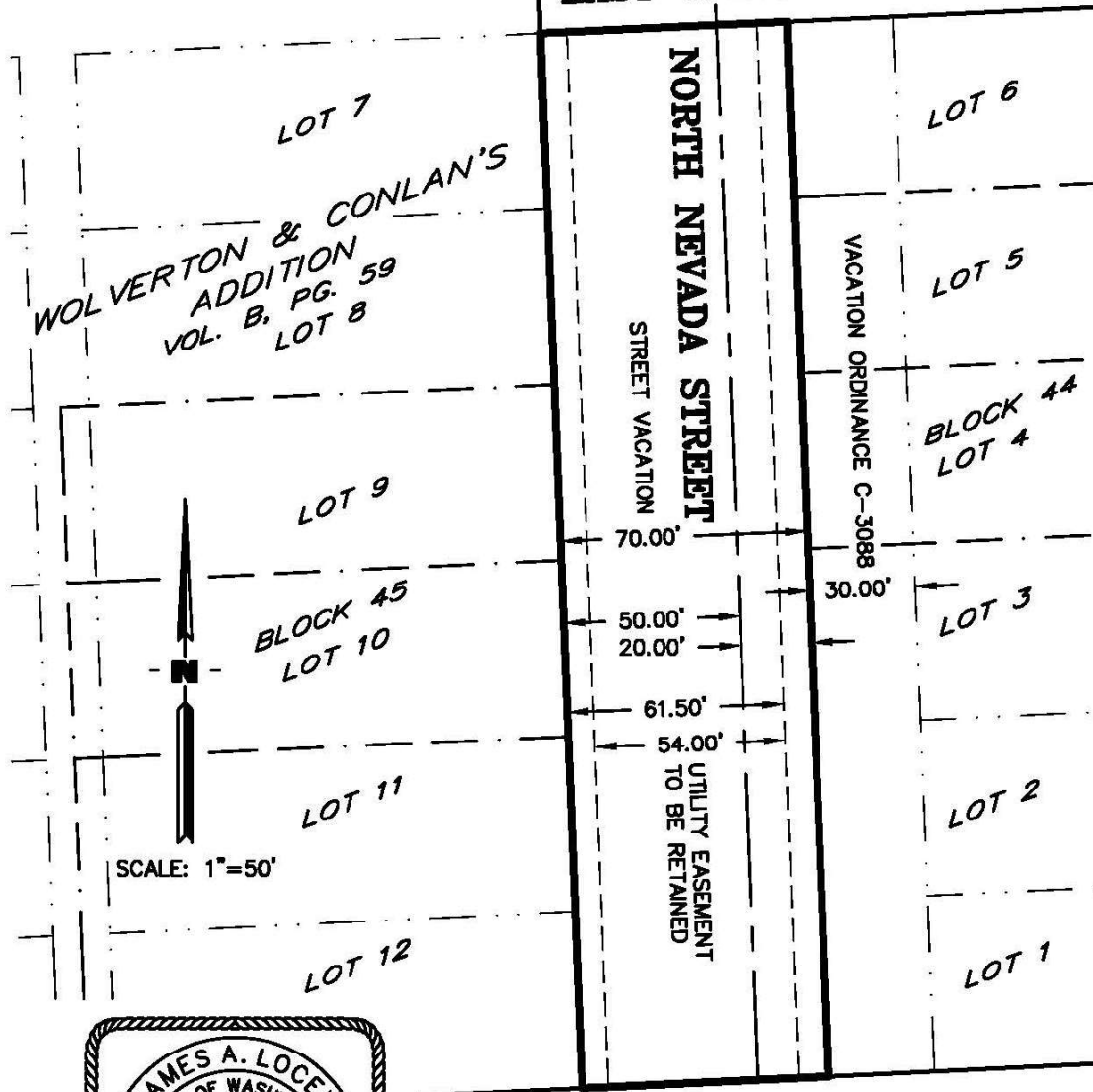






VACATION ORDINANCE C-33640

EAST CLEVELAND AVENUE



PRELIMINARY

NORTH FOOTHILLS DRIVE

NOTE: THIS DRAWING DOES NOT
REPRESENT A LAND SURVEY AND IS
ONLY INTENDED TO DEPICT THE
STREET VACATION LOCATION.



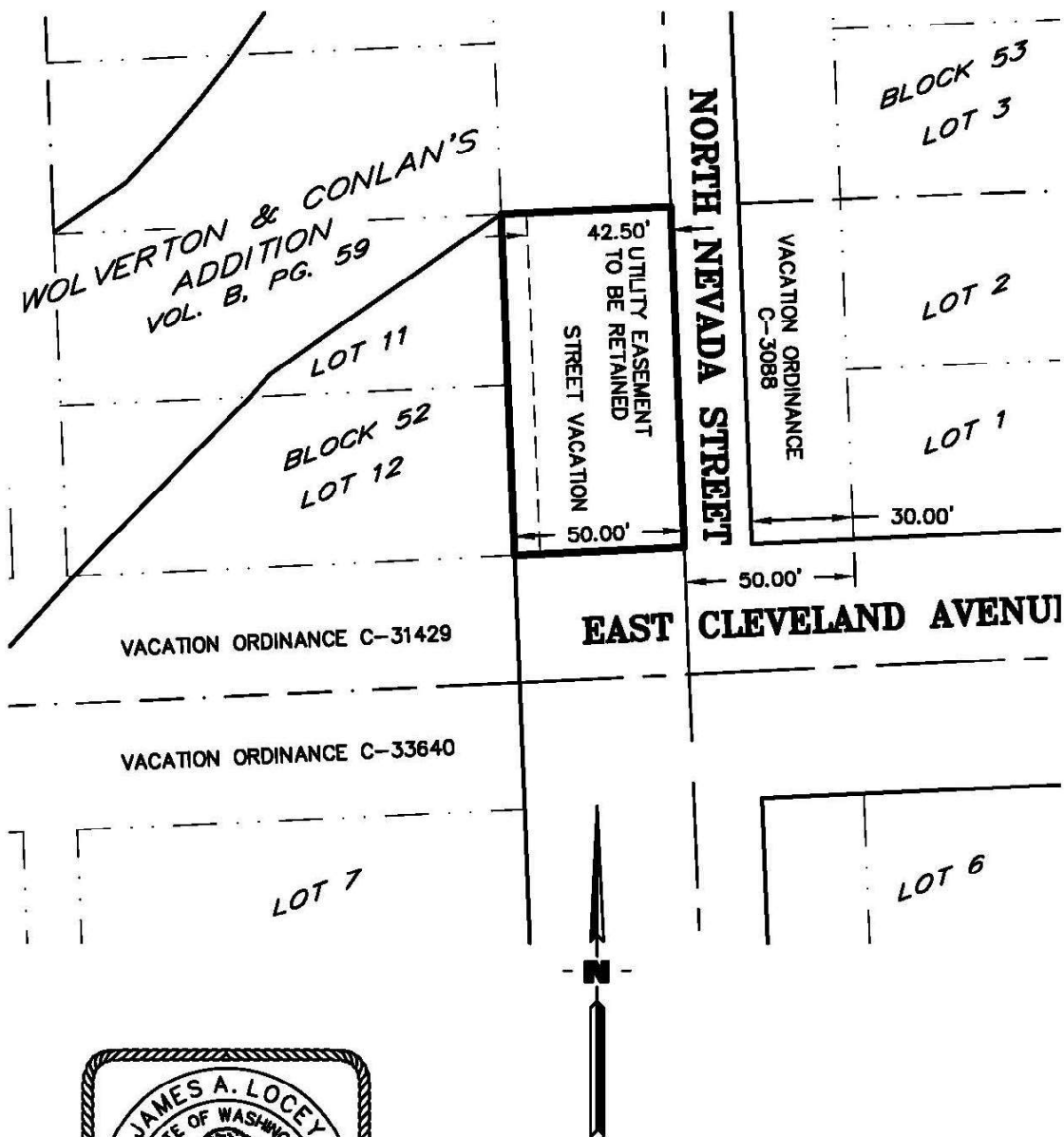
STREET VACATION EXHIBIT:

A PORTION OF NORTH NEVADA STREET
N1/2, NE1/4, SECTION 8, T25N, R43E, WM
CITY AND COUNTY OF SPOKANE, WASHINGTON

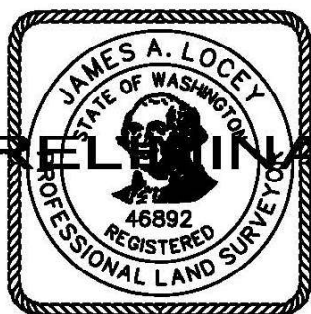
SHEET 1 OF 1

DURYE & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 19-2749



PRELIMINARY



NOTE: THIS DRAWING DOES NOT
REPRESENT A LAND SURVEY AND IS
ONLY INTENDED TO DEPICT THE
STREET VACATION LOCATION.



STREET VACATION EXHIBIT:

A PORTION OF NORTH NEVADA STREET
N1/2, NE1/4, SECTION 8, T25N, R43E, WM
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

DURYEY & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 19-2749

VACATION
ORDINANCE
C-31429

VACATION
ORDINANCE
C-33640

LOT 7

LOT 8

BLOCK 45
LOT 9

LOT 10

LOT 11

NORTH NEVADA STREET

EAST CLEVELAND AVENUE

VACATION ORDINANCE C-3088

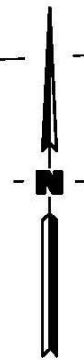
LOT 6
WOLVERTON & CONLAN'S
ADDITION
VOL. B, PG. 59
LOT 5

BLOCK 44
LOT 4

LOT 3

LOT 2

VACATION ORDINANCE C-30223
RETAINED EASEMENT TO BE RELEASED



SCALE: 1"=50'

PRELIMINARY



NOTE: THIS DRAWING DOES NOT
REPRESENT A LAND SURVEY AND IS
ONLY INTENDED TO DEPICT THE
STREET VACATION LOCATION.



EASEMENT RELEASE EXHIBIT:

A PORTION OF VACATION ORDINANCE C-30223
N1/2, NE1/4, SECTION 8, T25N, R43E, WM
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

DURYE & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 19-2749

VACATION
ORDINANCE
C-31429

VACATION
ORDINANCE
C-33640

LOT 7

LOT 8

BLOCK 45
LOT 9

LOT 10

NORTH NEVADA STREET

EAST CLEVELAND AVENUE

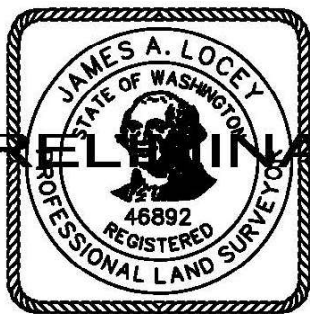
VACATION ORDINANCE C-3088
RETAINED EASEMENT TO BE RELEASED

LOT 6
WOLVERTON & CONLAN'S
ADDITION
VOL. B, PG. 59
LOT 5

BLOCK 44
LOT 4

LOT 3

VACATION ORDINANCE C-30223



PRELIMINARY

NOTE: THIS DRAWING DOES NOT
REPRESENT A LAND SURVEY AND IS
ONLY INTENDED TO DEPICT THE
STREET VACATION LOCATION.

SCALE: 1"=50'



EASEMENT RELEASE EXHIBIT:

A PORTION OF VACATION ORDINANCE C-3088
N1/2, NE1/4, SECTION 8, T25N, R43E, WM
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

DURYEY & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 19-2749



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 5, 2020

LOCATION: Nevada St between North Foothills and East Wolverton, and 178 feet of Cleveland Ave east of Nevada St.

PROPONENT: Catholic Charities

PURPOSE: Construction of a 72 unit apartment complex

HEARING: August 17, 2020

REPORTS:

AVISTA UTILITIES – Avista does have electric facilities in the portions of Nevada & Cleveland to be vacated and gas facilities in Nevada, and therefore request an easement be reserved for those facilities.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our Coax in this area. Comcast would require an easement for access to our Coax in order to approve the vacation. If the owners want our Cable rerouted, it would be at their cost.

CENTURYLINK – CenturyLink has buried facilities located in the right of way to be vacated at Cleveland and Nevada and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

XO COMMUNICAITONS – XO had fiber optic facilities on the Avista pole in this area.

FIRE DEPARTMENT – Thank you for the additional drawing, as it addressed all of the questions that the first plan generated. The proposed development may have to provide a private fire hydrant to replace the one that is public in their development, but that depends upon the final utility revision.

NEIGHBORHOOD SERVICES -

I have some concerns about the proposed Gonzaga Haven street vacation, as well as other elements of the project relating to transportation and land use.

First, I want to make it absolutely clear that I am in complete support of the development of this parcel, the addition of new affordable housing to the Logan neighborhood, and the objective of providing a supportive environment for at-risk families. I live less than 1/2 mile from the site, and am eager to welcome new residents to the neighborhood.

My concerns are that, being an area resident and regularly experiencing some of the challenges the area faces, this development appears to be following an outdated development pattern that will not provide as much benefit to its future residents and those who live in the area as it could, and will reinforce negative land use and transportation patterns already creating problems along the North Foothills corridor. Without seeing detailed design documents some of these concerns are speculative, therefore I have requested that the development be discussed at the Bicycle Advisory Board (of which I am vice chair) and the Logan Neighborhood Council (of which I am a member).

My concerns are as follows:

1) Too much parking. Setting aside the negative externalities of surface parking (the additional storm-water run-off, the increased heat island effect, inducing automobile ownership and use, etc.), the parking takes up a large portion of the parcel. The opportunity cost here is huge; northern Logan has only two tiny public parks and significantly fewer street trees than much of the city, and the surface parking takes up land that could be devoted to trees, playgrounds, community gardens, tennis or basketball courts, or many other positive uses. Given the key demographic for Gonzaga Haven, I would think the project would try and provide as many various amenities and elements that promote good physical and mental health as is feasible.

2) The development follows an auto-oriented design. This is where I would like to see more mock-ups of the final design to be certain, however it appears that the buildings are oriented toward the parking lots and not toward the street. This is an antiquated design that enforces auto-dependency and creates an impression that anyone who does not arrive to the development by automobile is secondary. It also has the potential to create safety issues for families with children, particularly given the troubling recent trend toward oversized vehicles with large grills that have blind spots taller than even many adults. Given that Logan has plentiful opportunities for transportation by walking, cycling, and public transit, given that this development is immediately adjacent to a frequent-service bus line (and may fall

directly along STA's proposed realignment of the 27 bus), given that the city's first neighborhood greenway is being installed one block away, and given the required maximum income levels of the future residents and the high burden of societally-mandated automobile ownership on household budgets, this is the last development that should be designed around the personal automobile.

3) The street vacation will create another superblock. This may seem like a weak argument given that Nevada and Cleveland through this parcel are mostly disconnected from the rest of the side street grid. However we are only digging ourselves a deeper hole by not at least preserving the ability in the future to reconnect the street grid through this area. Nevada in particular could be reconnected to the south via existing right of way and city property. The North Foothills corridor is a string of superblocks that not only limits our ability to utilize our side street network for creative designations such as neighborhood greenways, it increases the length of travel for those traveling via active modes (particularly to high-amenity destination Yoke's Fresh Market, located squarely in the middle of these superblocks). Further, the superblocks have created in a situation where the accessibility of people using mobility devices is greatly diminished, compounded by the incomplete sidewalk grid (including crossings lacking ADA curb cuts) and generally poor sidewalk quality through the area. Which gets to the next point,

4) I do not see any indication that sidewalk and other active transportation upgrades are part of this development. The sidewalks along both Hamilton/Nevada and North Foothills are narrow and curbside. They are nearly impassable during winter due to a lack of maintenance by most property owners, probably because even if they do shovel the sidewalks the snow from the roadway gets plowed onto the sidewalks anyway because there is no buffer strip. Even outside of the snowy months the sidewalks are extremely stressful places to walk due to the zero-foot buffer from fast-moving automobile traffic, and would be terrible places for families, mobility device users, or even anyone trying to carry home groceries to transverse (my walk home from Yoke's follows North Foothills, so I can personally vouch that it is a miserable experience). Given that this development is being touted for its proximity to amenities such as Yoke's, we should be ensuring that at least along the property itself the sidewalk has a buffer from the street (which also introduces an opportunity for street trees). For the record I have suggested to the city realigning North Foothills from its current four-lane configuration to three lanes (given the low daily traffic volumes and frequent left-turn movements in and out of Yoke's parking lot I am amazed this isn't already being considered), and this could provide at least a painted buffer of a few feet from the sidewalk. At least there are sidewalks in this vicinity, as there are no cycling facilities on either North Foothills nor Hamilton, the sidewalk is not in ride-able condition, and while the city's first neighborhood greenway is being constructed a block away on Cincinnati, there is no way to

access it from the development without navigating the poor sidewalks. Then there's the concern of transit stops. The bus stop on Hamilton/North Foothills is--to be blunt--utterly pathetic, particularly the south-bound stop. Shoved up against a chain-link fence along a narrow sidewalk that abuts one of the busiest roads in Northeast, waiting at that bus stop is a loud, smelly, claustrophobic experience. Given the very high cost of automobile ownership and maintenance, one of the best ways the city can provide support for this project is to provide its residents with transportation options that feel safe, comfortable, and welcoming. The current walking, cycling, and transit experience in the Hamilton/North Foothills area is none of these things, and yet I have not heard of any efforts on the part of the city to improve the situation ahead of this development's completion.

It's not often that we get precious opportunities for supportive, affordable housing developments like this one, and given the needs of both the future development residents and current North Logan neighborhood residents, the transportation and land use practices of this proposal are weak at best and potentially harmful at worst. I strongly urge the city to continue supporting this development as a concept, but to take a very hard look at the current proposal and encourage the developing firm to redesign their proposal for this century.

Thank you very much for your consideration of my comments.

PARKS DEPARTMENT – No comments

ENGINEERING – As I'm sure the Water Dept will point out, the City has a 36" water main in the ROW.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – All parcels will be required to be aggregated prior to final approval, so as to not create any land locked parcels. Vacating Cleveland will create a dead-end alley to the north.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – East Cleveland Avenue: This street is partially paved and has curb and sidewalk. There are access driveways to the businesses on the north and south of this street. If vacated, what is the available access for these businesses to public right of way? It appears that this vacation will land lock these properties. This street also has a dumpster for the businesses here. If vacated what are the options for garbage pickup?

The alley between Gonzaga Prep and the properties to the west is in good passable shape. The alley has a number of utilities that serve the property to the west. How will the properties be served for utilities if the alley is vacated? The alley also has a number of access points to Gonzaga Prep and the properties to the west. If vacated what will happen to those access points?

If vacated, how will the alley function so that there is circulation? Will there be turnaround or cul de sac on public property?

North Nevada Street

This street is paved with curb and sidewalk.

If vacated, will there be a turnaround or cul de sac on public property?

This vacation appears to land lock a parcel on the SE corner of North Nevada Street and Nevada Street. Any driveway access from this parcel to Nevada would most likely not be approved due to visibility and alignment issues.

Signal and Lighting has a cable vault on the S/W corner and a cable run onto the property. Must allowed access.

Proposed Development Plans:

The proposed development plans are not clear what is public or private property. The proposed vacations shown in pink appear to conflict and overlap. Clarification is needed.

Please note that the City of Spokane has active communication vaults adjacent to the south curb line at the merge of Nevada. There may also be conduits with communication lines heading south from one or both vaults serving the building located at the same merge.

Scott Stipe of IT of the City Water Department? Who operates that building may be able to confirm the existence of com lines serving the building.

WASTEWATER MANAGEMENT - Wastewater Management has a 24" sewer main that runs the entirety of the Nevada portion of the proposed vacation. The line is 90+ years old, vitrified clay and has 10 active services in or near the proposed vacation area. It is the main sewer line for all residences and businesses along the Nevada corridor all the way to the city limit (and slightly beyond) at Hawthorne and it serves properties as far west as Wall and as far east as Crestline along that corridor. Nothing can be built over the line because we need to maintain access and because any construction above or in close proximity of the line could damage it. At a bare minimum the main and services would need to be replaced and should probably also be relocated in order to vacate that area. Because of this, we have to strongly deny the vacation request.

WATER DEPARTMENT – The Water Department has a 24” steel main on Nevada, 6” cast iron main on Nevada, one hydrant, and 9 active services that would need to be relocated as well as access to current city facilities in this area.

BICYCLE ADVISORY BOARD - “Jessica Engelman motioned that if the street vacation goes through that it includes fully separated pedestrian and bicycle access along what is currently Nevada.
Motion seconded and motion passed unanimously.”

The feedback was that they wanted to see some kind of path for pedestrian and bicycle connectivity through the site along the current alignment of Nevada.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista Utilities, Comcast and the City of Spokane shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Plans for termination and closure of right-of-way must be submitted to Developer Services for review and acceptance, prior to construction, and the improvements must be satisfactorily constructed or financially guaranteed for their construction prior to the final reading of the vacation ordinance.
4. All stormwater runoff from vacated streets must be retained on-site in accordance with SMC 17D.060.
5. Three (3) access easements, two (2) to the City of Spokane for public use and one (1) to the City Fire Department for their access needs, will be recorded at the same time the vacated right of way is added to the parcels of the benefitting owners.
6. That the final reading of the vacation ordinance be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2021.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



From: John Pilcher
Sent: Mon, 20 Jul 2020 23:07:14 +0000
To: Brown, Eldon
Subject: Fwd: Bicycle Access to Gonzaga Haven

[CAUTION - EXTERNAL EMAIL - Verify Sender]

□ Please take a look below and we'd like to have a chance to see / wordsmith any proposed conditions that relate to this. Does that make sense?

Sent from JRP

Begin forwarded message:

From: Jonathan Mallahan <jonathan.mallahan@cceasternwa.org>
Date: July 20, 2020 at 1:52:16 PM PDT
To: John Pilcher <jpilcher@hhaofwa.org>
Subject: **Bicycle Access to Gonzaga Haven**

□

Draft language to the City:

Gonzaga Family Haven has been designed to create safe, protected spaces for resident recreation and enjoyment. An important strategy for creating protected spaces is the separation of parking lots and physical barriers to passthrough north/south vehicle traffic. By creating this protected space, Gonzaga Family Haven's design includes over 60,000 square feet of green space and ¼ mile of pedestrian and biking paths. Catholic Charities will invite community members and neighbors to access the property and take advantage of its amenities while ensuring resident safety and wellness. Consistent with this intent, we will welcome bicyclists to traverse the property using the planned pedestrian and bicycle paths. These pathways are designed with curves to enhance the natural setting and reduce bicycle speeds. We do not support a dedicated, straight bicycle path through the property because of the potential for higher speed bicycle pedestrian interaction and lack of connecting bicycle-friendly infrastructure.

The City's adopted 2017 bicycle master plan calls for shared bicycle lanes traveling east and west on North Foothills Ave which connects to north and south routes on Perry St and Cincinnati Ave. Nevada St is not identified as a bicycle route in the plan. Given the functional considerations of the protected green space, the fact that Nevada St is not planned to include a bicycle lane, the lack of north/south bicycle connections on Hamilton St and the existence of alternate north/south bicycle connections in close proximity, a dedicated bicycle lane is not appropriate in this location.

Jonathan Mallahan

Vice President, Housing

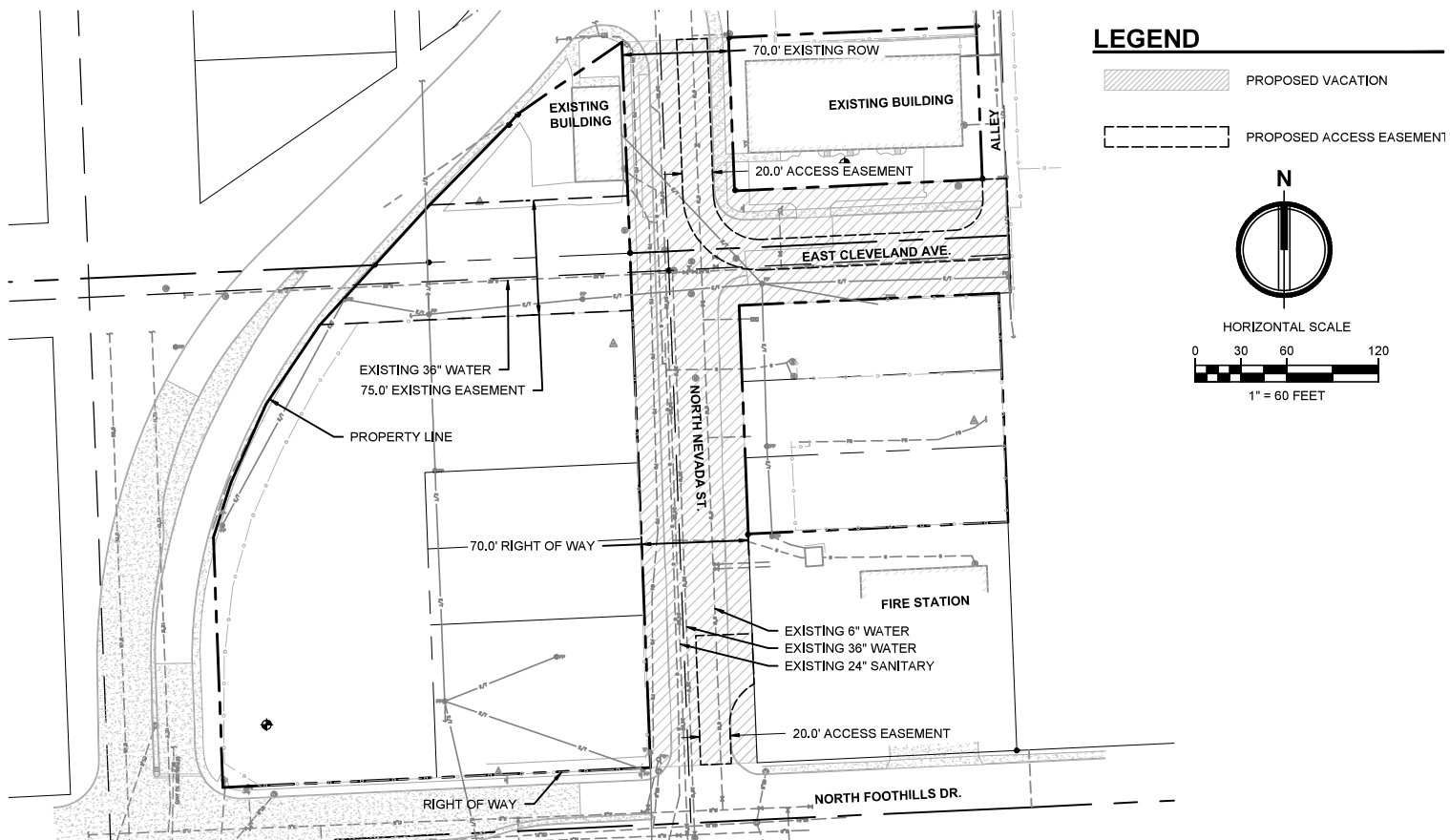
o: 509.459-6180 | f: 509.358.4259 | jmallahan@ccspokane.org

12. E 5th Avenue, Spokane WA 99202

Catholic Charities Covid-19 Response

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PROPOSED VACATION

VACATION EXHIBIT