



City of Spokane Park Board Land Committee Meeting

3:30 p.m. Wednesday, Sept. 1, 2021
WebEx virtual meeting

Al Vorderbrueggen – Park Operations Director

Committee members

X Greta Gilman – Chair
Hannah Kitz (absent/excused)
X Sally Lodato
X Kevin Brownlee

Parks staff

Garrett Jones
Al Vorderbrueggen
Carl Strong
Fianna Dickson
Jennifer Ogden
Pamela Clarke

Other guests

Bob Strasser
Rich Christensen
Kim Zentz

SUMMARY

- The committee approved to recommend the Park Board accept the following:
 - Liberty Park Smart Park memorandum of understanding
- Garrett Jones provided an update on the plans for temporary- and long-term dog parks.
- Al Vorderbrueggen presented an idea in discussion to put signage up in parking lots near parks identifying them as tow-away zones.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, Oct. 6, 2021, via WebEx.

MINUTES

The meeting was called to order at 3:31 p.m. by committee chair Greta Gilman. Greta Gilman designated Jennifer Ogden as an alternate voting member of the Sept. 1 Land Committee meeting in place of Hannah Kitz who was absent from the meeting.

Public Comments: None

Action items

1. Al Vorderbrueggen presented the [Liberty Park Smart Park memorandum of understanding](#) between Parks, and Avista, Itron and Urbanova to implement technological improvements in parks. The research project will launch with a pilot project at Liberty Park with an option of additional parks to be included in the future. Itron will provide all hardware and software required for phase one of the Liberty Park Research Project. Avista agrees to provide services necessary to support installation and limited maintenance of network gear and smart lighting fixtures. Urbanova will share data with all parties through the Urbanova Cloud Platform. Parks will initiate a multi-phase smart park project, starting with a six-month smart lighting and public safety proof of concept. Project features include new streetlights, wireless access points, sensors to track pedestrians entering/leaving the park and unauthorized access, lighting control, and impact of environmental factors on park usage.

Motion #1 – Greta Gilman moved to approve the memorandum of understanding as presented.

Sally Lodato seconded and the motion passed with unanimous consent (4-0 vote).

The committee agreed to present the recommendation to the Park Board as a consent item.

Discussion Items

1. Garrett Jones gave an update on the landfill acquired as part of a land swap with Mullen Road Elementary School, which has been used as a dog park over the past number of years. He explained master plan survey results can provide better information on what location would be best suited to fill citizens' needs.
 - a. Greta Gilman asked whether there are other prospective temporary dog park locations. Garrett Jones replied that designating the other proposed areas as dog parks would change their primary use and impact those locations.
 - b. Garrett Jones asked the committee members to weigh in on the plan going forward regarding committing to partnering with the school district on providing capital funds to create additional designated dog parks.
2. Al Vorderbrueggen presented the idea for a pilot program to begin putting up signs to display that parking lots adjacent to parks as tow-away zones to prevent long-term parking in these lots and forbid parking from 10 p.m. to 6 a.m. near Coeur d'Alene Park, Fairview Park, Franklin Park, Harmon Park, and at Mission Park.
 - a. Carl Strong explained staff will put together temporary "no parking/tow away zone" signs for use in areas which need some attention, but do not warrant a permanent sign.

Standing Reports

1. Carl Strong presented an overview of two proposed [equipment lease-to-own purchase agreements with Turf Star Western](#) in the amounts of \$167,340 and \$181,922 over a five-year period. The purchases include several items of new equipment and replacement of aging equipment in Parks' inventory. The proposed purchases will be presented at the Sept. 7 Finance Committee meeting and if approved it will come before the Park Board for final approval Sept. 9.

Adjournment: The meeting was adjourned at 4:25 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, Oct. 6, 2021, via WebEx.

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Sept. 1, 2021		
Requester	Al Vorderbrueggen	Phone number: 363-5464	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Liberty Park Smart Park memorandum of understanding		
Begin/end dates	Begins: 09/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:	<p>Since 2014, the Parks & Recreation Dept. has been working with Avista, Urbanova and Itron to develop a series of use cases designed to improve residents' perceptions of safety, security and equity in Liberty Park. The addition of new smart city sensors has the additional goal of providing new actionable insights for park planning, operations and maintenance while measurably improving safety, utilization, and inclusiveness at the park and the new Library and associated amenities scheduled to open in 2021. This pilot project will be at no cost to the city.</p>		
Motion wording:	Approval of an MOU between Avista, Urbanova, Itron and City of Spokane Parks & Recreation Dept regarding the design, installation and maintenance of the Smart Park Research Project Concept at Liberty Park.		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:	Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name:		
Fiscal impact:	<input checked="" type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
\$0.00	NA		
Vendor:	<input checked="" type="radio"/> Existing vendor	<input type="radio"/> New vendor	
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Liberty Park – Research Project Concept

Memorandum of Understanding

I. Purpose:

This Memorandum of Understanding (“MOU”) is entered into by Avista Corporation (“Avista”), a public corporation; Itron, Inc. a public corporation (“Itron”), Urbanova, a non-profit corporation (“Urbanova”) and the City of Spokane Parks and Recreation Department (“the City”) to define the parties’ understandings regarding the collaboration on the City of Spokane’s Liberty Park.

II. Background:

Since 2014, Avista, the City, and Itron (among other organizations) have been participants and leaders relating to the Spokane University District smart city efforts. Progress has been made, including the formation of Urbanova, a non-profit urban innovation collaboration, and the successful implementation of a number of pilot projects including smart and connected streetlights, localized air quality associations with human health, and incorporating measures of resident voice and well-being into the design of project initiatives. As a next step in this collaboration, Itron, Avista, Urbanova and the City of Spokane’s Parks Department intend to develop a series of use cases designed to improve residents’ perceptions of safety, security and equity in Liberty Park. The project will expand the University District streetlight pilot to include Liberty Park and surrounding areas, in subsequent phases. The result is intended to be a multi-purpose IoT canopy. The addition of new smart city sensors has the additional goal of providing new actionable insights for park planning, operations and maintenance while measurably improving safety, utilization, and inclusiveness at the park and the new Library and associated amenities scheduled to open in 2021.

City of Spokane Parks and Recreation Goals

Listed below in general priority order are goals of the city. These are referenced to assist all partners to understand what would add value to this project. These are not requirements, and serve to be guiding information to help focus the desired end state of the project.

1. Where pedestrians enter or leave park, wayfinding (e.g. Ben Burr trail)
2. Counts during Library open hours versus closed
3. Geo-fencing, based on times, with messaging for afterhours users
4. Detection of unauthorized access
5. Irrigation -- advanced watering meters
6. Weather impacts on numbers, activities
7. Air quality impacts on numbers, activities
8. Lighting control

III. **Definitions:**

For purposes of this Smart Park Research Project, the following terms have the ascribed meaning:

Street Lights: Avista owned streetlights and poles surrounding Liberty Park.

Hardware: means luminaires, lighting controllers, sensor integration hardware, sensor devices and associated physical components.

Network: means an Itron-supplied network canopy. The network is comprised of approximately up to five wireless access points, which have a cellular wide area network (WAN) connection to the cloud, and a mesh neighborhood area network (NAN) connection to edge devices, such as sensors.

Access Point: means the specific hardware used to route data from sensors for backhaul to the back office and/or Urbanova Cloud.

Sensors: means sensing devices, which can be owned by Itron or any third-party partner granted access to the network.

Data: means data collected from the Itron-owned sensors any third-party sensors that may be granted access to the network, that are intended for shared use by the Urbanova Partners, and which specifically excludes any personally identifiable information (PII). Note: no third-party sensors will be included in the phase 1 activities of this effort.

Urbanova: means the non-profit organization with the purpose of improving economic, social and environmental equity and resilience in communities by forging collaborations, harnessing data and empowering people to discover and develop new ways to solve urban challenges.

Urbanova Cloud Platform: means a shared platform to host the Data structured in a way such that authorized Urbanova Partners may access the Data. The network shall be configured such that sensor data has a path to the Urbanova Cloud platform. Itron will establish a project instance within Urbanova Cloud and will serve as the authorizing agent to determine access to the data posted into the project. See section IV D.

Urbanova Partners: means the City of Spokane, Avista Corporation, Itron, Inc., McKinstry, Co., Washington State University, Gallup, Verizon and the University District Development Association. The list of partners is not limited to this group, additional partners may be added.

Data Governance Plan: means the agreed upon framework by which users of the Urbanova platform agree to share their data with other Urbanova users. Itron will cooperate with the spirit of the Data Governance Plan, however, the plan is insufficiently complete and released to be utilized as a referenced framework for this MOU.

Personally Identifiable Information:

Personally Identifiable Information (“PII”) means any information about an individual, including, without limitation: (A) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, biometric records, personal electronic mail address, Internet identification name, network password, or Internet password; or (B) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as website tracking or analytic “cookie” information, usage and traffic data or profiles, meter location,

or other usage data when combined with any of the information specified in (A). PII does not include data that has been anonymized.

NOW, THEREFORE, in order to achieve the goals of the Project, the Parties agree to the statements below regarding their intentions, and their relative commitments.

IV. Phase One Itron Agreements:

Itron will provide all hardware and software required for phase one of the Liberty Park, Research Project. Any subsequent phases of the project will be covered by this MOU but will require a separate scope of work. Itron, as a statement of its commitment agrees to the following:

- a. Develop a scope of work for phase one of the project, with a duration of six months.
- b. Provide project management resources to lead the phase one project, collaborating with all stakeholders
- c. Integration services related to Streetlight Vision (SLV) software
 - a. Itron to provide access to streetlight and sensor data to City and any partners specifically authorized by the City.
- d. Itron will post relevant data, as defined by Itron, Avista, Urbanova and the City, to Urbanova Cloud. Itron will establish and maintain the data workspace as a project in Urbanova cloud. Itron commits to establishing (granting) full sharing rights for the repositied data with Avista, the City, and Washington State University collaborators and others as brought forward by the Urbanova core team.
- e. Provide one Access Point (location determined by coverage and data needs), and up to 10 smart streetlight controls. Specific details defined in the scope of work.
- f. Install up to 1-2 of each sensor type. Specific sensors will be defined in the scope of work.
- g. With input from stakeholders, develop and distribute press release, written case study and video case study promoting the Liberty Park Research Project.

V. Phase One Avista Agreements:

Avista will provide services necessary to support installation and limited maintenance of network gear and smart lighting fixtures, for the Liberty Park, Research project. Avista, as a statement of its commitment agrees to the following:

- a. Provide support in the scoping of a canopy network deployment, including supplying Itron with pole locations for use in network design.
- b. Provide installation of one access point, and up to six luminaires with lighting controls inside the park boundary (not on roadways) using Avista crews who are qualified to install hardware on utility structures. In the case of equipment issues or failures requiring a field visit, Avista will make up to 2 pole visits per year to each device for removal or installation. The smart lighting controllers will be managed by the City.

VI. Phase One City of Spokane Parks and Recreation Department Agreements

The City of Spokane Parks and Recreation Department will collaborate with Itron, Avista and Urbanova to initiate a multi-phase smart park project, starting with a 6-month smart lighting and public safety proof of concept. The City, as a statement of its commitment agrees to the following:

- a. Provide physical locations for mounting Itron owned or third party owned sensor devices.
- b. Access to facilities for equipment installation
- c. Provide power to all equipment included in the Project
- d. Dedicated staff to manage lighting, controls and sensors, including setting schedules, managing, dimming, viewing data and acting on data

VII. Phase One Urbanova Agreements

Urbanova will collaborate with Itron, Avista, and the City to securely share data with all parties via the Urbanova Cloud Platform. Urbanova, as a statement of its commitment agrees to the following:

- a. Provide insights from the data gathered under its Urbanova Neighborhood Impact initiative to inform use cases for the project.
- b. Assist project partners in identifying and engaging research professionals to guide the research questions deemed of greatest interest to the partners.
- c. Assist the project partners in evaluating the results of use case pilots and providing recommendations for future phases of work under the MOU.
- d. Assist the project partners in telling the story of the effort by sharing results and contributing to case studies.

VIII. Term and Termination: The Term of this MOU shall be five (5) years from the date of execution by the Parties (the "Term"), unless earlier terminated or extended in writing by the consent of all Parties. Either Party may terminate this MOU upon 10 days' written notice to the other Party.

IX. Ownership: Avista will own all Network Routers throughout the Term of this MOU. Sensor ownership will vary based on the application.

X. Confidentiality: Each party receiving, possessing, accessing or otherwise acquiring Confidential Information of another party acknowledges that the disclosing party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing party. The receiving party: (a) must keep the disclosing party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving party's employees, agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality

obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation; provided, however, that the receiving party must provide prior written notice of a request for such disclosure to the disclosing party with as much notice as reasonably possible under the circumstances. Confidential Information means any confidential, trade secret or other proprietary information disclosed under this MOU that is designated as "confidential" or which a reasonable person would assume is confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving party; (ii) is rightfully in the receiving party's possession, or known by it, prior to its receipt from the disclosing party; (iii) is rightfully disclosed to the receiving party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving party independently and without reference to the disclosing party's Confidential Information

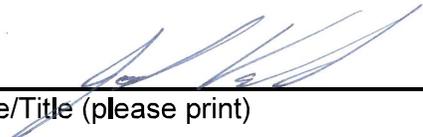
All parties understand that this Project is a Pilot and there are no system performance guarantees, all products, services and other deliverables are provided as-is, and each party disclaims all warranties, whether express, implied statutory or otherwise. Each party grants the other parties with a nonexclusive right to use their respective products and services as intended for this Pilot Project during the term of this MOU, but otherwise reserves all right, title, and interest in their respective intellectual property. No joint development will be conducted under this MOU. EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY, NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST CODE, DATA, INFORMATION OR MATERIALS, LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, COMPUTER OR SYSTEM DOWNTIME OR UNAVAILABILITY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AVISTA CORPORATION

Date _____

By: _____
Name/Title (please print)

ITRON

By:  _____
Name/Title (please print)

Date 08/31/2021

Joel Vach
VP Tax and Corporate Treasurer

CITY OF SPOKANE Parks and Recreation Department

Date _____

By: _____
Name/Title (please print)

Urbanova

 _____

Date August 31, 2021

By: Kim D. Zentz, Chief Executive Officer
Name/Title (please print)

PARK BOARD LAND COMMITTEE

September 1st

Equipment Replacement

Turf & Landscape Equipment Lease-to-own
with TurfStar Western

Two lease agreements due to timing of
when equipment will become available

Lease # 1

- Total payment \$167,340.60
- Principle \$154,858.95
- 3.09% for 60 months
- \$2,789.01 monthly payment

Groundsmaster 3300 AWD

“Pony” Mowers

3 total-Park Ops



Groundsmaster 3200 2WD

“Pony” Mowers

1 total-Manito



Grandstand Mower

1 total-RFP



Lease #2

- Total payment \$181,922.40
- Principle \$168,352.90
- 3.09% for 60 months
- \$3,032.04 monthly payment

Groundsmaster 5900

1 total-Park Ops

“16’ Mower”



GTX Workman

4 total-TBD



Cart Replacement

Debris Blower

1 total-RFP

