

Public Infrastructure, Environment and Sustainability Committee

Meeting Agenda for

April 23, 2018

1:15 p.m. – COUNCIL BRIEFING CENTER

The Spokane City Council's Public Infrastructure, Environment and Sustainability Committee meeting will be held at **1:15 p.m. on April 23, 2018** in Council Briefing Center, Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment and Sustainability Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA

I. Call to Order

II. Approval of minutes from March 26, 2018 meeting

III. Consent Items

1. Blanket Order for Cold Mix Asphalt – Ron Howerton
2. Value Blanket Order for Miscellaneous Stock Steel – Thea Prince
3. Franchise Agreement with New Cingular Wireless PCS, LLC – Tim Szambelan
4. Special Counsel Contract with Craig Trueblood of K&L Gates – Elizabeth Schoedel
5. Contract for development of Continuation of Operation Plan (COOP) for Waste to Energy – David Paine
6. CDBG Capital Allocations for Housing – Paul Trautman
7. Mission Avenue Administrative Reserve – Kyle Twohig/Joel Graff
8. Next Level of Treatment – GMP 6 – Mike Taylor
- Fleet – Micaela Martinez and Departments
9. Purchase three replacement Ford Escapes for Wastewater
10. Purchase one replacement Vactor and Chassis for Wastewater
11. Purchase two replacement Sweepers for Streets
12. Purchase two replacement Loaders for Streets
13. Purchase replacement Dump Body Single Axel and Chassis and Dump Body Tandem Axel and Chassis for Streets

IV. Discussion Items

- A. Council Requests
 1. Special Events Permit Policy Resolution
- B. Staff Requests
 1. Six-Year Street Program Draft and Reconciliation – Brandon Blankenagel (15 minutes)
 2. Sprague Avenue, Bernard to Scott (Phase II) Public Outreach – Brandon Blankenagel (10 minutes)
 3. Update on Waste to Energy Accident – Scott Simmons (10 minutes)
 4. Utility Payment Processing – Corin Morse (10 minutes)
 5. Retail Water Service Area Modifications – Eldon Brown/Jim Sakamoto (30 minutes)

6. Memorandum of Understanding with Visit Spokane to establish a regional information center – Jonathan Moog (5 minutes)

V. Strategic Plan Session

A. Priority Strategy 1: Rapidly Accelerating Street Paving Maintenance Projects

- No report this meeting.

B. Priority Strategy 2: Repurposing Public Property to Stimulate Private Investment

- Wastewater Maintenance Building 909 East Sprague – Scott Simmons (5 minutes)
- 9th Avenue Water Reservoir – Scott Simmons (10 minutes)

C. Priority Strategy 3: Smart Use of Water Resources for Economic Growth

- Sustainability Report Card and Implementation Progress – Cadie Olsen (15 minutes)

D. Priority Strategy 4: Putting our Renewable Energy Resources to Work in the Community

- No report this meeting.

VI. Executive Session

Executive Session may be held or reconvened during any Public Infrastructure, Environment, and Sustainability Committee meeting.

VII. Adjournment

Next Public Infrastructure, Environment, and Sustainability Committee Meeting

May 21, 2018 10:30 a.m. in the Council Briefing Center (rescheduled from May 28th due to the holiday)

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Cold Mix Asphalt with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc., all Washington State companies.
Date:	4/23/2018
Contact (email & phone):	rhowerton@spokanecity.org / 625-7741
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	
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
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: <p><i>This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils.</i></p> <p><i>Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.</i></p> <p><i>The City of Spokane Purchasing Department requested bids in November of 2017 from the major asphalt producers in the state for a five year contract through 2021. It was briefed wrong and was only approved for one year instead of five. The estimated annual cost for all departments is \$300,000.</i></p>	
Executive Summary: <p><i>Impact</i></p> <ul style="list-style-type: none"> The Street Department along with other City Departments will use cold mix asphalt when hot mix is not available. The use for the Street Department is mainly for pothole repair throughout the winter months. <p><i>Action</i></p> <ul style="list-style-type: none"> Approve the use of Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc. <p><i>Funding</i></p> <ul style="list-style-type: none"> This has been programmed in to the Department's 2018 budget. 	
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 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?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Purchasing Department
Subject:	Multi Department Value Blanket Order for Miscellaneous Stock Steel
Date:	4/23/18
Contact (email & phone):	Thea Prince tprince@spokanecity.org 625-6403
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	
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:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Bid #4453-18 for Miscellaneous Stock Steel was opened on April 2, 2018 – Notice that this Bid was posted on our webpage was sent out to nineteen (19) vendors and plancenters. Only one (1) response was received.	
Executive Summary: <ul style="list-style-type: none"> This will be set up as a Value Blanket Order used by multiple city departments for an annual amount of \$200,000.00 including tax which will be effective upon award and shall terminate on 4/30/20. The contract may be renewed for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Value Blanket Order will provide raw material needed in the fabrication and repair of tools and equipment. The Current Value Blanket Order expires 5/1/18 	
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:	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works/ Legal
Subject:	FRANCHISE - NEW CINGULAR WIRELESS PCS, LLC
Date:	April 11, 2018
Contact (email & phone):	tszambelan@spokanecity.org 625-6218
City Council Sponsor:	Ben Stuckart Council President
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" 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)	Franchise Agreement
Strategic Initiative:	
Deadline:	June 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The City and NEW CINGULAR WIRELESS PCS, LLC. have been in negotiations the past four months developing a franchise that will permit New Cingular Wireless the right to work in public right of way
Background/History: <p>The proposed telecommunications franchise agreement is for a 10-year term with 2 five years extensions. New Cingular Wireless is in the process of the development and implantation of the next generation of a LTE network. This new network will provide high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services and to meet the growing demand for connectivity. This network will utilize small cell technology which combines fiber, repeaters, and microwave technologies to ensure that the network is cost-efficient, low-impact to communities, and can be effectively upgraded and augmented in the future.</p> <p>There will be instances where New Cingular Wireless will need to attach to existing infrastructure, such as light and utility poles within the rights-of-way, to better meet the growing demand for high speed data and video services. New Cingular Wireless already has in place with the City a pole attachment agreement. Where there are new pole installations or replacement poles to support the equipment, the new pole will be designed to match the aesthetics of the existing poles in the area at New Cingular Wireless expense.</p>	

Executive Summary:

- Franchise agreement is for a 10-year term with 2 five years extensions.
- New Cingular Wireless is in the process of the development and implantation of the next generation of a LTE network.
- The network will utilize small cell technology which combines fiber, repeaters, and microwave technologies.
- There will be instances where New Cingular Wireless will need to attach to existing infrastructure, such as light and utility poles within the rights-of-way.
- The City receives revenue from the franchise agreement through utility tax.
- The City may not charge a franchise fee pursuant to RCW 35.21.860

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:

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-_____

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to New Cingular Wireless PCS, LLC, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 2 of 17

materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 3 of 17

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and New Cingular Wireless PCS, LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 575 Morosgo Drive NE, Atlanta, GA 30324. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Name: _____ (**State Abbrev**)
Fixed Asset #: _____
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept - Network Operations
Re: Cell Site #: _____; Name: _____ (**State Abbrev**)
Fixed Asset #: _____
208 S. Akard Street
Dallas, TX 75202-4206

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Kristy Weaver, phone: (425) 214-2186; email: ko3199@att.com facsimile: (503) 691-4930.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 4 of 17

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 5 of 17

approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for two (2) additional five (5) year periods (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 6 of 17

"Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified,

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 7 of 17

Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 8 of 17

relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 9 of 17

reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 10 of 17

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 11 of 17

underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 12 of 17

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 13 of 17

advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 14 of 17

revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 15 of 17

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 16 of 17

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council _____, 2018.

M A Y O R

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 17 of 17

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2018.

I, _____, am the _____ of AT&T Mobility Corporation (as manager of New Cingular Wireless PCS, LLC) and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of New Cingular Wireless PCS, LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2018.

Witness: _____

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Special Counsel Contract Craig Trueblood of K&L Gates
Date:	April 23, 2018
Contact (email & phone):	Elizabeth Schoedel ESchoedel@spokanecity.org (509) 625-6232
City Council Sponsor:	Breean Beggs
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:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: <i>Provide brief history</i> Craig Trueblood of K & L Gates, has expertise in all spheres of environmental law, particularly the Clean Water Act. He has extensive history with the City which creates a streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution. The City also benefits tremendously from his representation of other municipalities on similar issues state-wide and the relationships established over time with regulators and opposing counsels. In 2018-2019, the City will need to finish renegotiating its wastewater and stormwater NPDES permits with Washington State Department of Ecology and navigate the potential PCB TMDL for the Spokane River. Mr. Trueblood will continue to assist and advise the City in the DO TMDL and new human health water quality rules established in 2016, as well implementation of the Integrated Clean Water Plan projects, and other possible issues which could arise under the Clean Water Act.	
Executive Summary: <ul style="list-style-type: none"> • • Special Environmental Outside Counsel to provide legal support, advice, consultation, and risk analysis and support on issues regarding both wastewater and stormwater NPDES Permits; prior TMDL allocations, Clean Water Act issues and concerns; EPA and Ecology Water Quality Standards; and related projects as needed. • Contract term is anticipated to be approximately 1 year. • Total compensation not to exceed \$53,100. • Funds for this contract available from the 2018 Wastewater budget. 	
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?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☐

No

☐

N/A

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Facilitation of the development of a scenario based Emergency Action Plan (EAP) in support of the development of the WTEF Continuation of Operation Plan (COOP)
Date:	
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Chuck Conklin
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	X Consent <input type="checkbox"/> Discussion X Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	1. Safety and Health 2. Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Submit a Draft Plan August, 2018 for consideration (Cost \$64,449.00) to the Waste to Energy Facility
<u>Background/History:</u> <p>The City of Spokane is developing a Continuation of Operation Plan (COOP) for each department. The Waste to Energy Facility (WTEF) is essential for the continuous disposal of municipal solid waste for the City and the greater Spokane County region. Assistance has been requested from HDR in developing this plan, focusing on the potential emergency situation where the facility is partially or totally inoperable. Recently, two other WTE facilities experienced fires; the Montgomery County, Maryland (December 2016) and the Fairfax County, Virginia (February 2017) facilities. HDR assisted in reviewing the impact of the Montgomery County WTE fire on behalf of that County.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • The purpose of the COOP is to ensure essential City functions and facilities continue to operate across a wide range of potential emergencies. HDR is assisting the City in the development of the COOP Plan • HDR assisted in reviewing the impact of the Montgomery County, MD WTE fire on behalf of that County • Three proposed scenarios will be evaluated as part of this Plan: <ol style="list-style-type: none"> 1. The WTE facility cannot combust waste, but can still use the tipping floor and cranes so the facility could act as a transfer station 2. The WTE facility cannot combust waste and cannot use the cranes, but can still use the tipping floor as a transfer station 3. The WTE facility is completely unusable • HDR will provide the WTEF with a Draft Plan that will address the three scenario's • Cost for this plan is \$64,449.00 • HDR will deliver the draft for consideration by mid-August, 2018 	
<u>Operations Impact:</u>	

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:

SCOPE OF SERVICES

Background

The City of Spokane (City) owns and operates a Waste to Energy (WTE) facility located at 2900 South Geiger Boulevard. This facility combusts municipal solid waste (MSW) and recovers energy in the form of electricity. Approximately 800 tons of MSW are processed each day and 22 megawatts of electricity are generated. Most of the electricity is sold to Avista Utilities.

The WTE facility receives MSW 7:30 am to 5:00 pm seven days per week but is closed for major holidays. The facility processes waste 24 hours per day, seven days per week, subject to scheduled and unscheduled outages.

The WTE facility services the City and the greater Spokane County region. Other key waste management facilities serving the region include:

- North County Transfer Station (owned by the County and operated by Waste Connections of Washington, Inc.)
- Valley Transfer Station (owned by the County and operated by Waste Connections of Washington, Inc.)
- Spokane Valley Transfer Station (owned and operated by Sunshine Disposal & Recycling)
- Northside Landfill (NSLF, owned and operated by the City)
- Graham Road Recycling and Disposal Facility (owned and operated by Waste Management of Washington, Inc.)
- BNSF Parkwater Intermodal Yard (owned and operated by BNSF Railway)
- Roosevelt Regional Landfill (owned and operated by Republic Services)

Construction commenced on the facility in 1989. The facility was constructed and initially operated by Wheelabrator Spokane. Operations commenced in 1991. The City's Solid Waste Disposal Department took over the WTE facility operations in 2014 to reduce costs and ensure ongoing efficient operations.

The Solid Waste Disposal Department provides other essential City services including: residential curbside collection of garbage, food and yard waste, and recycling; commercial collection of garbage and recycling; construction and demolition debris management; composting; and special waste management.

The City is currently in the process of developing a City-wide Continuity of Operations Plan (COOP). The purpose of the COOP is to ensure essential City functions and facilities continue to operate across a wide range of potential emergencies. HDR is assisting the City in the development of the COOP Plan.

The City is also in the process of engaging HDR to conduct a Biosolids Incineration Feasibility Study. One potential study outcome is that biosolids may be directed to the WTE facility in the future.

The WTE facility is one of the City's essential facilities. The City has requested HDR's assistance in developing a Contingency Operations Plan (Plan) for the WTE facility focusing on the potential emergency situation where the facility is partially or totally out of operation. Recently, two other WTE facilities experienced fires: the Montgomery County, Maryland (December 2016) and the Fairfax County, Virginia (February 2017) facilities. HDR assisted in reviewing the impact of the Montgomery County WTE fire on behalf of that County.

Three proposed scenarios will be evaluated as part of this Plan:

-
1. The WTE facility cannot combust waste, but can still use the tipping floor and cranes so the facility could act as a transfer station.
 2. The WTE facility cannot combust waste and cannot use the cranes, but can still use the tipping floor as a transfer station.
 3. The WTE facility is completely unusable.

Acronyms

COOP – Continuity of Operations Plan

MSW – Municipal Solid Waste

NSLF – Northside Landfill

NTP – Notice to Proceed

WTE – Waste to Energy

Scope of Services

Overall Assumptions

1. HDR will evaluate three scenarios regarding a potential loss of functionality at the WTE facility.
2. The draft and final Contingency Operations Plan (Plan) will be provided in digital format in Microsoft Word and PDF.
3. The information review, interviews, meetings, and site visits required to perform tasks will be coordinated and combined to reduce travel cost impacts on the project.
4. All project communications will be arranged through the HDR project manager and City project manager. Communications not arranged in this way will be considered informal.

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Prepare an internal Project Management Plan (Project Guide) outlining the project scope, team organization, schedule and communications information.
2. Coordinate and manage the project team.
3. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues

E. Schedule update and financial status summary

4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will participate in monthly project management conference calls with the client Project Manager to review project scope, schedule and budget issues.

Client Responsibilities

1. Participate in project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be approximately three months.
2. One project management conference call will be held per month with one hour of project manager time required for each meeting preparation, attendance, follow-up, and notes.
3. Invoices will be in HDR's standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review upon request.

Deliverables

1. Scope of services, schedule (project milestones), and budget (PDF file).
2. Monthly reports and invoices (one copy e-mailed PDF file)
3. Monthly project schedule and budget updates.
4. Project management meeting agenda and notes (e-mailed PDF files).

Task 200 Kickoff, Site Visits and Initial Stakeholder Facilitation Meeting

Objective

- Confirm the scope, schedule, deliverable and communication protocols for the project.
- Develop an understanding of the unique layout, equipment and operation of the WTE facility and its ability to function as a transfer station when operating with reduced capabilities.
- Meet with the stakeholders (to be confirmed by the City and invited by the City); possibly including the following:
 - City Solid Waste Disposal Department
 - Spokane County
 - Waste Connections of Washington, Inc.
 - Sunshine Disposal & Recycling
 - Other local solid waste haulers

-
- BNSF Railway
 - Republic Services
 - Define current responsibilities and capabilities of each stakeholder and/or stakeholder's facilities:
 - Function
 - Capacity
 - Personnel
 - Numbers and types of waste collection trucks, tractors, containers and transfer trailers
 - Numbers and types of heavy equipment (e.g. loaders, excavators)
 - Facilities that could be used in an emergency (e.g. transfer stations, landfills, organics storage and processing; and truck yards)
 - Identify and discuss stakeholder concerns, including:
 - Their own contingency plans, if available
 - Liability
 - Safety
 - Costs
 - Contracts

HDR Services

1. Initial Data Requests

- A. HDR will work with the City to create a list of data and information needed prior to the kickoff meeting. Upon receiving the Notice to Proceed (NTP), HDR will develop and submit a formal information request to prepare for the site visits and to gather information and data helpful for the feasibility study.
- B. The information request will be issued within three business days after NTP.
- C. The data request will include various reports and records for the facilities, including but not limited to:
 - i. WTE facility permit
 - ii. WTE facility emergency response plan(s)
 - iii. Other City COOP and emergency response plans, practices and resources
 - iv. WTE facility drawings (e.g. site plans, tipping floor details, pit details, in AutoCAD if possible)
 - v. WTE facility equipment list
 - vi. NSLF permit
 - vii. Other permits including the BNSF Parkwater Intermodal Yard, the Sunshine Spokane Valley Transfer Station, and the Graham Road Recycling and Disposal Facility
 - viii. Equipment lists for the County's transfer stations

-
- ix. Waste disposal contracts
 - x. By-pass waste hauling and disposal contracts
 - xi. Ash hauling and disposal contracts
 - xii. Interlocal-agreement(s) between the City and the County or other cities
 - xiii. Key contacts of each stakeholder including name, title, responsibility, telephone/cellphone numbers, and email addresses
2. Kickoff meeting, Site Visits, and Initial Stakeholder Facilitation Meeting
- A. HDR will attend a kickoff meeting and conduct site visits including, if possible, the WTE facility, NSLF, North County Transfer Station, Valley Transfer Station, BNSF Parkwater Intermodal Yard, and, if possible, the Sunshine Spokane Valley Transfer Station and the Graham Road Recycling and Disposal Facility. It is expected the kickoff meeting and site visits will take two and one-half days to complete.
 - B. The kickoff meeting will include a discussion of initial data requests and identification of key personnel to interface with HDR during the project. HDR and the City will confirm the scope, schedule, deliverable and communication protocols for the project. Notes to document the kickoff meeting will be taken by HDR and distributed for review and comment prior to finalization.
 - C. At the site visits the tour will address:
 - i. Facility overview
 - ii. Waste handling procedures and capabilities
 - iii. Available processing capacity and current throughput
 - iv. Transport trucks and processes
 - v. Key personnel
 - vi. Communication processes
 - D. Discussions with appropriate personnel at each respective facility will include potential approaches and associated limitations for each site addressing space and equipment constraints for storing, managing, and processing, and transporting MSW.
 - E. HDR will take photographs at each facility to help document observations and for inclusion in the final report.
 - F. Discussion at each facility of planned future capital improvements and other facility modifications which may impact future MSW management
 - G. After the kickoff meeting and site visits, HDR will attend an initial stakeholder meeting. The initial stakeholder meeting will seek to define current responsibilities and capabilities of each stakeholder and stakeholder's facilities and identify and discuss stakeholder concerns. HDR will lead and facilitate discussions during the stakeholder meeting. Notes to document the stakeholder meeting will be taken by HDR and distributed for review and comment prior to finalization. It is expected the stakeholder meeting will be no longer than four hours.

Client Responsibilities

- 1. The City will work with stakeholders to provide requested information to the extent possible. It is intended that much if not all of the requested data will be provided at least a week prior to the kickoff meeting to allow for review and preparation.

-
2. Provide requested information to HDR in a timely manner with documentation organized in a manner that facilitates HDR's review.
 3. Arrange site visits and meeting locations/arrangements as described above.
 4. Make appropriate City personnel available throughout the project for meetings and conference calls with HDR to discuss facility operations and any clarifications not fully addressed during facility tours.
 5. Identify and contact the specific stakeholders to participate in the project.
 6. Invite the stakeholders to the initial stakeholder meeting and provide the meeting location/arrangements.

Assumptions

1. The kickoff meeting will include tours of the WTE facility and other key waste management facilities. Travel to Spokane will be required for two HDR personnel. Travelling personnel will arrive the night prior to the kickoff meeting and site tours.
2. Available data will be considered representative unless there is reason to believe otherwise. For information not readily available assumptions will be based on information from other similar facilities, knowledgeable sources and engineering judgment.
3. HDR will be allowed to take photographs throughout the facilities to document facility arrangements.
4. The kickoff meeting, site visits, and stakeholder meeting will be conducted during two consecutive days.

Deliverables

5. HDR will provide the City with the initial information request in advance the kickoff meeting.
6. HDR will provide draft and final kickoff meeting notes in electronic format.
7. HDR will provide draft and final stakeholder meeting notes in electronic format.

Task 300 Preparation of Draft Contingency Operations Plan (Plan)

Objective

This task is to prepare a draft Contingency Operations Plan (Plan) for the WTE facility in the event of a fire or other event that renders the WTE facility fully or partially inoperable. The Plan is intended to reduce or mitigate disruptions to the acceptance, transfer and disposal of MSW and clean green waste during a potential WTE facility failure/emergency.

The Plan will be developed on the basis of three proposed scenarios:

1. The WTE facility cannot combust waste, but can still use the tipping floor and cranes so the facility could act as a transfer station;
2. The WTE facility cannot combust waste and cannot use the cranes, but can still use the tipping floor as a transfer station; and,
3. The WTE facility is completely unusable.

The Plan will provide a plan of action that can be implemented during emergencies, such as a facility fire, and will include implementation procedures in three stages:

-
1. Activation (initial activities within the first 24 hours)
 2. Alternate Facility Operations (24 hours to termination of Plan operations)
 3. Reconstitution (termination of Plan operations to resumption of normal operations)

It is expected that the Plan will be developed to address these planning elements:

- Planning Requirements
- Essential Functions
- Communications
- Order of Succession and Delegation of Authority
- Vital Systems, Equipment and Procedures
- Alternate Facilities
- Vital Records/Databases

HDR Services

1. HDR will utilize information obtained from prior tasks to develop a draft Plan that will meet the objectives listed above.
2. The draft Plan will be delivered to the City in an electronic format.
3. It is assumed the City will need a two-week period to review the draft Plan and provide input to HDR on the draft.
4. This task includes one conference call up to two hours in duration to review City comments and questions.
5. HDR will incorporate comments and information received on the draft Plan and will produce a revised draft Plan.
6. This revised draft Plan will be delivered to the City in an electronic format.

Client Responsibilities

1. Review draft technical Plan and provide consolidated comments within two weeks of receipt of draft Plan.
2. Participate in a conference call with HDR to review draft Plan.

Assumptions

1. Emergency response planning is not included. This Plan is strictly focused on the flow and handling of MSW.
2. The draft and revised draft Plan will be delivered to the City in an electronic format.

Deliverables

1. Draft Plan
2. Revised Draft Plan

Task 400 ***Presentation of Draft Plan to Stakeholders via Web-Based Meeting (Optional)***

Objective

The objective of this task is to present the revised draft Plan to Stakeholders in a web-based meeting, answer questions, and receive initial feedback.

HDR Services

1. HDR will present the revised draft Plan to stakeholders via a web-based meeting.
2. A PowerPoint will be developed, as needed, to assist in the presentation of the draft COOP.
3. Handouts will also be developed, as needed.
4. HDR will remotely lead and facilitate discussions during the stakeholder meeting.
5. Notes to document the stakeholder meeting will be taken by HDR and distributed for review and comment prior to finalization.
6. It is expected the stakeholder meeting will be no longer than four hours.

Client Responsibilities

1. Invite the stakeholders to the initial stakeholder meeting and provide the meeting location/arrangements.
2. Work with HDR staff to make arrangements for the web-based meeting.

Assumptions

1. The web-based meeting to present the revised draft Plan will take no longer than four hours.

Deliverables

1. HDR will provide a PowerPoint or equivalent presentation for the revised draft Plan, including handouts as appropriate.
2. HDR will provide draft and final stakeholder meeting notes in electronic format.

Task 500 **Preparation of Final Plan**

Objective

Based on feedback obtained from the presentation of the revised draft Plan to stakeholders, HDR will produce a final Plan.

HDR Services

1. HDR will incorporate comments and information received from the presentation of the revised draft Plan to stakeholders and produce a final draft Plan.
2. The final draft Plan will be delivered to the City in an electronic format.
3. It is assumed the City will need a two-week period to review the final draft Plan and provide input to HDR on the draft.

-
4. This task includes one conference call up to two hours in duration to review City comments and questions.
 5. HDR will incorporate comments and information received on the final draft Plan and will produce a final Plan.
 6. This final Plan will be delivered to the City in an electronic format.

Client Responsibilities

1. Review draft technical Plan and provide consolidated comments within two weeks of receipt of draft Plan.
2. Participate in a conference call with HDR to review draft Plan.

Assumptions

1. The draft and revised draft Plan will be delivered to the City in an electronic format.

Deliverables

1. Draft Plan
2. Revised Draft Plan

Task 600 *Additional Web-Based Stakeholder Meeting (Optional)*

Objective

Additional stakeholder meetings may be deemed necessary for the successful development of the Plan. This task will provide for an additional web-based stakeholder meeting.

HDR Services

1. *HDR will remotely lead and facilitate discussions during the stakeholder meeting.*
2. *Notes to document the stakeholder meeting will be taken by HDR and distributed for review and comment prior to finalization.*
3. *It is expected the web-based stakeholder meeting will be no longer than four hours.*

Client Responsibilities

1. *Invite the stakeholders to the initial stakeholder meeting and provide the meeting location/arrangements.*
2. *Work with HDR staff to make arrangements for the web-based meeting.*

Assumptions

1. *The web-based stakeholder meeting will take no longer than four hours.*

Deliverables

1. *HDR will provide draft and final stakeholder meeting notes in electronic format.*



Schedule

Milestones	Date
NTP	May 7, 2018
Data request submitted	May 10, 2018
Data received week prior to Kickoff meeting	May 22, 2018
Task 200 – Kickoff Meeting, Site Visits, and Initial Stakeholder Meeting	June 4, 2018
Task 300 – Preparation of Draft Plan	June 29, 2018
Task 500 – Preparation of Final Plan	August 3, 2018

The schedule assumes Optional Tasks 400 and 600 will not be completed. If these tasks are performed, the schedule may need to be adjusted to allow for incorporation of additional stakeholder input.

Fee

	Total Project
Base Scope of Work	\$52,813
<i>OPTIONAL Task 400 – Presentation of Draft Plan to Stakeholders via Web-Based Meeting</i>	\$5,818
<i>OPTIONAL Task 600 – Additional Web-Based Stakeholder Meeting</i>	\$5,818

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Neighborhood & Business Services Division Community, Housing, and Neighborhood Services Department
Subject:	CDBG Capital Allocations for Housing
Date:	April 11, 2018
Author (email & phone):	Paul Trautman ptrautman@spokanecity.org 625-6329
City Council Sponsor:	
Executive Sponsor:	Kelly Keenan, CHHS Director
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability Committee and Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	2015-2020 Consolidated Community Development and Housing Plan
Strategic Initiative:	Affordable/Available Housing
Deadline:	May 7, 2018
Outcome:	The Department seeks approval of the three projects listed below that will increase the supply of quality and affordable housing by renovating 44 housing units and constructing 48 new housing units.
Background/History: Three nonprofit affordable housing providers requested CDBG funds to accomplish affordable housing projects. Two projects will perform housing repairs and one project will help construct new housing. The CHHS Board approved these projects on April 11, 2018 and recommends full CDBG funding for each of these projects.	
Executive Summary: <ul style="list-style-type: none"> SNAP Resident Court – Partner with Spokane Neighborhood Action Partners (SNAP) by adding \$100,000 CDBG funds to existing \$250,000 City HOME and \$15,444 SNAP funding commitments to fully fund a \$365,444 renovation budget. These funds will accomplish repairs identified in a recent Capital Needs Assessment. The repairs help maintain this 43-unit apartment building as quality and affordable rental housing. Healthy Homes Project – Partner with Foundation for the Challenged (FFC) by providing up to \$50,000 CDBG funds to construct handicap accessibility improvements making a home accessible to 3 developmentally disabled and low-income tenants. These CDBG funds leverage a \$320,000 Washington State Commerce grant. Jayne Auld Manor – Partner with Spokane Housing Ventures (SHV) by providing \$359,200 CDBG funds to purchase vacant land at 2830 E Francis and 6205-6211 N Regal. SHV will construct 48 new affordable housing units at this site using \$320,000 City HOME, \$2,500,000 Commerce Housing Trust Fund, \$3,765,000 Tax Credit, and \$3,156,000 Bond funds. 	
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: HUD CDBG grant fully funds these projects.	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" 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: None.	



SNAP Resident Court Apartments – Repair 43 Units

Project Funding Sources

City HOME Funds	\$250,000
City CDBG Funds	\$100,000
Developer Funds	\$ 15,444

Project Schedule

Start Construction Summer 2018
Project Completion by Fall 2018



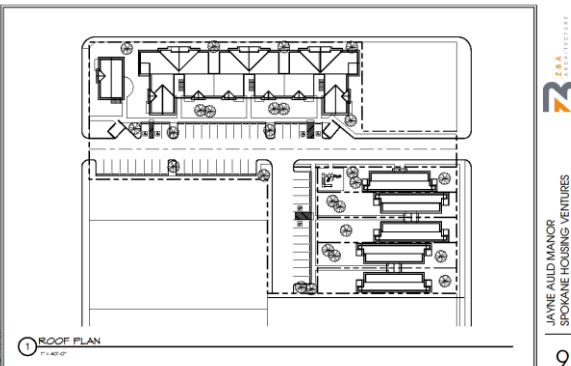
FFC Healthy Homes Project – Improve 1 Unit

Project Funding Sources

Commerce Housing Trust Fund	\$320,000
City CDBG Funds	\$ 50,000
Developer Funds	\$ 3,000

Project Schedule

Construct Improvements in May 2018
Occupancy in June 2018



SHV Jayne Auld Manor – Construct 48 Units

Project Funding Sources

Bonds	\$3,156,000
Tax Credit Equity	\$3,765,000
Housing Trust Fund	\$2,500,000
City HOME Funds	\$ 320,000
City CDBG Funds	\$ 359,200
Developer Funds	\$ 300,000

Project Schedule

Start Construction in Fall 2018
Project Completion by Summer 2019

Briefing Paper (PIES Committee)

Division & Department:	Engineering Services
Subject:	Mission Ave. Grind & Overlay Administrative Reserve Increase
Date:	4/23/18
Contact (email & phone):	Joel Graff jgraff@spokanecity.org 625-1151
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)	Project is in the 6 Year Street Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<p>Background/History: <i>Engineering Project #2014092</i> – Mission Grind & Overlay is an ongoing resurfacing project located in the Logan neighborhood. The project is being constructed in two phases. The first phase included closing the westbound lanes from Hamilton to Division to install new drainage structures, catch basin pipes, curb ramps, and resurface the street. The second phase has closed the eastbound lanes to install new drainage structures, catch basin pipes, curb ramps, and resurface the street.</p> <p>On phase one of the project, we found that the existing infrastructure was in worse condition than anticipated. In particular, overruns have occurred on pavement patching, curb removal and replacement, and concrete/asphalt cutting. As the asphalt was being removed for drainage structure removal and replacement and catch basin pipe removal and replacement a second concrete road with embedded railroad ties (and in some locations a third cobble stone road) was found below the existing street. As a result, the trench widths became significantly wider than planned and increased pavement patching.</p> <p>Engineering Services is requesting an additional \$80,000 to complete the project.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>It is estimated that pavement patching will overrun by an estimated \$99,000.</i> • <i>It is estimated that removal and replacement of existing curbs will overrun by an estimated \$22,000.</i> • <i>It is estimated that saw cutting concrete and asphalt will overrun by an estimated \$17,000.</i> <p><i>The bulk of these items will be handled within the current administrative reserve. An increased administrative reserve request for \$80,000 will be forwarded for council approval.</i></p>	

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:

Briefing Paper

Finance & Administration Committee

Division & Department:	Integrated Capital Management
Subject:	Next Level of Treatment – GMP 6
Date:	April 4, 2018
Author (email & phone):	Mike Taylor (pmtaylor@spokanecity.org) (x6307)
City Council Sponsor:	Breean Beggs
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)	Continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan. In alignment with current City-Wide Capital Program and Public Works budget.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of GMP 6 for Next Level of Treatment Membrane Facility construction.
Background/History: <i>This is the 6th of 7 GMP amendments for the development of the final Guaranteed Maximum Price. The final amendment is expected to be established in September of 2018 thus finalizing the contract value for the construction of the Next Level of Treatment Membrane Facility and related projects.</i>	
Executive Summary: <ul style="list-style-type: none"> • <i>GMP 6 Scope of Work includes</i> <ul style="list-style-type: none"> ○ <i>Membrane Facility walls</i> ○ <i>Membrane Facility deck</i> ○ <i>SCADA Program Phases 2 and 3</i> • <i>Total Cost of GMP 6: \$25,699,897</i> <ul style="list-style-type: none"> ○ <i>Authorized to Contractor: \$24,951,356</i> ○ <i>Administrative Reserve (3%): \$748,541</i> • <i>Work is scheduled to be completed in November of 2020</i> • <i>Remaining budget is projected to be sufficient for GMP 7 scope of work</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: N/A Other budget impacts: (revenue generating, match requirements, etc.) N/A	
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:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase three replacement Ford Escapes for Wastewater
Date:	April 23, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase three (3) Ford Escapes for the Wastewater Maintenance Department using Washington State Contract# 05916 for \$74,152.11 including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Ford Escapes will replace vehicles that have reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of three (3) Ford Escapes. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Wastewater Maintenance Department Budget. 	
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:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase replacement Vactor and Chassis for Wastewater
Date:	April 23, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Vactor 2100 Plus and Chassis for the Wastewater Maintenance Department. The Vactor 2100 Plus will be purchased using the NJPA Contract# 022014-FSC for \$339,953.41 including tax. The Kenworth Chassis will be purchased using NJPA Contract# 081716-KTC for \$140,485.89 including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> This Vactor System will replace the System that has reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of a Vactor System from Owen Equipment and the Chassis from Kenworth Sales Co. (Spokane, WA) <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Wastewater Maintenance Department Budget. 	
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:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase two replacement Street Sweepers
Date:	April 23, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase one (1) Tymco 500X Street Sweeper and one (1) Elgin Eagle Street Sweeper for the Street Department. The Tymco 500X Street Sweeper will be purchased using the HGAC Buy Contract #SW04-18 for \$304,989.05 including tax. The Elgin Eagle Street Sweeper will be purchased using NJPA Contract #122017-FSC for \$352,411.35 including Tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Sweepers will replace equipment that has reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of 1-Tymco 500X Street Sweeper and 1-Elgin Eagle Street Sweeper for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for these purchases is included in the Street Department Replacement Fund. 	
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:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase two replacement Loaders for Streets
Date:	April 23, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase two (2) John Deere 524K-II Loaders for the Street Department using the NJPA contract# 032515-JDC from Pape Machinery (Spokane, WA) for \$406,864.61 including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The loaders will replace equipment that has reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of two (2) John Deere 524K-II Loaders from Pape Machinery (Spokane, WA) for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for these purchases is included in the Street Department Replacement Fund. 	
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:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase replacement Dump Body Single Axel and Chassis and Dump Body Tandem Axel and Chassis for Streets
Date:	April 23, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase one (1) Kenworth Dump Body Single Axel and Chassis for \$198,302.30 including tax, and one (1) Kenworth Dump Body Tandem Axel and Chassis for \$266,449.48 including tax, for the Street Department. The Dump Bodies will be purchased using the Lake Highways District Plow Truck Contract. The Kenworth Chassis will be purchased using NJPA Contract# 081716-KTC.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Dump Trucks will replace equipment that has reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of one (1) Kenworth Dump Body Single Axel and Chassis, and one (1) Kenworth Dump Body Tandem Axel and Chassis for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for these purchases is included in the Street Department Replacement Fund. 	
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:	

RESOLUTION NO. 2018-_____

A Resolution regarding City policy for approval of special event permits.

WHEREAS, the City Council has the duty to ensure that conditions within the City of Spokane are conducive and supportive of new and expanded economic and cultural activity and to enhance the quality of life of Spokane's residents; and

WHEREAS, the City's Comprehensive Plan requires the City to "[p]romote downtown Spokane as the economic and cultural center of the region (goals ED 3.10 and N 1.1), "[i]ncrease the number of public gathering spaces within neighborhoods" (goal N 7.1), "[p]romote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas" (goal DP 4.2), "[e]ncourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic wellbeing of the community" (goal SH 3.1), and "[s]upport celebrations that enhance the community's identity and sense of place" (goal SH 3.8); and

WHEREAS, the City's strategic plan states the City's goals to "[i]ncrease and embrace diversity," "[m]arket Spokane's urban advantages and experiences", "[a]dvance downtown as [the] region's largest and strongest center," "[s]upport arts and cultural activities," and to increase our City's social capital, all of which are advanced by encouraging and supporting all special events in Spokane; and

WHEREAS, special events are a very good way to attract visitors to Spokane, but they are also crucial components of the kind of increased vitality and type of urban experience we seek for our residents as well; and

WHEREAS, Spokane is the urban hub of the region, and people come to Spokane for an urban experience, which means that the City of Spokane has a unique role to play; and

WHEREAS, annual special events such as Hoopfest, Elkfest, parades, Terrain, Bloomsday, and many others, make vast positive contributions to the high quality of life we enjoy in Spokane; and

WHEREAS, this high quality of life and increasing urban vitality and energy are key competitive advantages as Spokane seeks to attract new investment, new visitors and conventions, and new and expanded business and cultural activity within the City of Spokane which can spur additional economic growth, improve neighborhoods, increase property values, increase tax collections, and raise wages and median income; and

WHEREAS, it is essential to ensure that special events are permitted in a streamlined, fair, and publicly accessible manner which encourages and fosters innovative and creative ways for people to enjoy the highest possible quality of life and the very best cultural and recreational opportunities available anywhere.

NOW, THEREFORE, BE IT RESOLVED that it is the policy of the City of Spokane that the City's special events permitting process shall put all of the following principles into action:

- All special event permit requests shall be considered under the same criteria, regardless of size, length of tenure in Spokane, type of activity (i.e., arts, culture, athletic, recreational, etc.), or sponsoring entity
- Street closures shall be made available for all special public events on equal terms, and street closures may be denied only if no other arrangement is possible to provide absolutely necessary life safety protections
- All fees and charges shall be reduced for events which meet standards of environmental responsibility (such as the availability of recycling, bicycle parking, encouragement of the use of transit, biking and walking to the event, etc.)
- Cost-sharing for Police and other public safety services shall be made available for all events that are open to the public, on a non-discriminatory basis, regardless of the size of the event. Not for profit or non-profit entities may receive a higher level of cost-recovery.
- Because Spokane is the hub of our region's economy, all special public events which occur in Spokane, no matter how large or how small, are "events of regional significance"

BE IT ALSO RESOLVED that the Council requests that City staff produce an ordinance or set of ordinances for Council adoption which implement these principles.

Passed by the City Council this ____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

Briefing Paper

PIES

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	6-Year Program Draft
Date:	4/23/18
Contact (email & phone):	bblankenagel@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
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)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	6-Year Comprehensive Street Program: Final Reconciliation and DRAFT program
Background/History: In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is scrutinized by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly.	
Executive Summary: <ul style="list-style-type: none"> • This annual update facilitates: <ul style="list-style-type: none"> ○ Compliance with the Growth Management Act and RCW 35.77.010, ○ City of Spokane can qualify for grant and low interest loan funds, ○ Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program. • Review of new projects in the program. 	
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:	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

PIES

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Sprague Avenue Phase II Public Outreach
Date:	4/23/18
Contact (email & phone):	bblankenagel@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
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)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Sprague Avenue Phase II project scope development.
Background/History: Sprague Avenue Phase II will reconstruct the roadway and sidewalk between Bernard and Scott Streets. Present conditions with narrow travel lanes and parking have led to improper use of sidewalk as additional parking space. This reconstruction allows the opportunity to revise the roadway to operate and serve more appropriately for the business center that Sprague Avenue is. An online open-house and public survey were introduced at a public meeting held on March 29 th . The survey opened April 3 rd , and will be open until April 30 th . Project scoping to be completed prior to design. Construction could begin as early as 2019.	
Executive Summary: <ul style="list-style-type: none"> • Sprague Avenue Phase II – Bernard to Scott <ul style="list-style-type: none"> ○ Public meeting held on March 29th ○ Online open-house and public survey available until April 30th. ○ Options include lane reconfiguration, parking, and sidewalk improvements. ○ Schedule: Scoping by August, 2018; Construction is funding dependent but could be as early as 2019 	
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 type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts:	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

Division & Department:	Planning & Development
Subject:	7 Applications to Modify the Retail Water Service Boundary
Date:	April 23, 2018
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
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)	Section 1.8-1.9 City of Spokane System Plan, Duty to Provide Water Service Policy dated March 18, 2016, RCW 43.20.260 WAC, and the City of Spokane Comprehensive Plan, CFU 3.6, regarding Applications to Expand the Retail Water Service Area.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	A favorable recommendation from the Committee is required to place this item on the City Council Agenda for Council Action.
Background/History: Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting Applications to connect, these properties shall be included in the City's Retail Water Service Boundary.	
Executive Summary: <ul style="list-style-type: none"> Properties to be discussed are located outside the City of Spokane's Retail Water Service Area. Properties shall be incorporated into Retail Water Service Area prior to the City accepting "Certificate of Water Availability" Forms outlining the applicant's requirements to connect to the City Water System. City has received a completed Application to Expand the Retail Water Service Area for each property seeking inclusion into the Retail Water Service Area (see attached). City has performed a Water Utility Consistency Review on each Application (see attached). A map of each property seeking inclusion in the Service Area has been provided (see attached). Maps, consistency review and applications are located in this folder for your review: \\briefing\Presentations\Public Works\7 Retail Water - 4-23-18	
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:	

BRIEFING PAPER
City of Spokane
Public Infrastructure, Environment and Sustainability Committee
April 23, 2018

Subject

Memorandum of Understanding with Visit Spokane to establish a regional information center

Background

Riverfront Park requires a centrally located, guest service center. Visit Spokane desires a centrally located, regional information center. A regional information center was identified in the Master Plan. This proposed plan re-purposes Fountain Cafe for this use. The first term of the agreement ends December 2022. The agreement may then be renewed with three, two-year options.

Impact

Visit Spokane will provide a customer service desk for phone and in-person inquiries for the park's programs and services, and general information. Guest services will include park memberships and ticket sales, booking private facility rentals, assisting with will-call functions, and a lost and found center. Anticipated labor savings to the City over a five-year period is estimated at \$219,000.

Action

Parks and Recreation is seeking approval from City Council to enter in to this five-year agreement with Visit Spokane and approval for future options to renew to be delegated to the Park Board. Anticipated opening is June 30, 2018.

Funding

\$130,000 in strategic investment funding was previously approved by Park Board to remodel the front half of Fountain Cafe into a 'vanilla shell' for the information center. Remodeling costs are estimated at \$109,000. Any delta to cover additional design construction costs will come from non-bond capital funds. Visit Spokane will provide funding for interior design of space and staffing to support both Visit Spokane services and Riverfront Park guest services.



**MEMORANDUM OF UNDERSTANDING
CONCERNING ESTABLISHING AND OPERATING A REGIONAL
INFORMATION AND GUEST RELATIONS CENTER AT RIVERFRONT
PARK**

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "**City**", and VISIT SPOKANE, whose address is 601w 1ST Avenue, Spokane, Washington 99201, as "**VS**". Hereinafter referenced together as the "**parties**", and individually a "**party**".

WHEREAS, Riverfront Park is a significant regional visitor destination; and

WHEREAS, the City of Spokane Parks and Recreation Department is desirous of providing guest relation services to the visitors of Riverfront Park and to re-purpose the building known as the Fountain Café beginning Spring of 2018; and

WHEREAS, Visit Spokane is desirous of providing regional information services from a 'brick and mortar' location;

-- NOW THEREFORE, the parties agree as follows:

1. TERM OF MOU.

The term of this MOU begins upon execution of this agreement, and runs for an initial period of five (5) years ("Initial Term") ending on December 31, 2022, and may be renewed with three (3), two (2)-year options unless amended by written agreement. This MOU may be terminated by either party for any reason upon giving the other party 30 days written notice. Options may be renewed upon successful completion of the Initial five (5) year Term and written agreement by both parties.

2. TAXES, FEES AND LICENSES.

Each party hereto shall be solely responsible for all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this MOU.

3. RESPONSIBILITIES OF CITY.

- A. Renovate existing interior cooking and serving areas of Fountain Café into a 'vanilla shell' including:
 - a. Replacement of the roll-up service windows with a store front entry;
 - b. Replacement of plastic wall paneling with finished sheetrock;
 - c. Removal of all kitchen equipment and applicable service or utility connections;

- d. Installation of HVAC system for year-round heating and cooling;
- e. Update building insulation to enable year-round occupancy.

- B. Regularly maintain, clean and re-supply existing attached public restrooms and maintain surrounding grounds;
- C. Provide all essential utility services including electrical, water, sewer, and trash;
- D. Provide one or more 30-minute parking stalls, construction and space availability permitting, for VS customers in closest available Park Department parking lot.
- E. Provide all necessary training and materials regarding Riverfront services and programs.
- F. City will include VS on routine security patrols.

4. RESPONSIBILITIES OF VISIT SPOKANE.

- A. Provide regional information services and Riverfront Park guest relation services including:
 - a. Serve as primary customer service desk for phone and in-person inquiries for Riverfront Park programs and services, and general park information. Forward inquiries to appropriate park staff.
 - b. Sell Riverfront Park memberships and tickets, and book private facility rentals through Riverfront Park-provided point-of-sales software. VS will only accept Credit Cards as valid sources of payment.
 - c. Assist with will-call functions as needed.
 - d. Serve as a centralized lost and found for items and guests. City will collect unclaimed items weekly.
 - e. Maintain regular and published schedule of hours of business throughout the calendar year. Schedules may fluctuate depending upon seasonal needs and the presence of large events in the Park.
- B. Provide interior design and construction of VS occupied area following completion of City-provided 'vanilla shell'. All costs associated with design and construction of interior VS occupied areas shall be the responsibility of VS.
- C. The parties recognize that the City Charter prohibits "permanent" commercial activities in Riverfront Park. To that end, VS, a non-profit organization, will engage in public service activities on behalf of the City of Spokane at no charge to the public. As part of and in furtherance of its public service work, VS may engage in incidental sales of branded items.
- D. VS agrees that any signs on the outside of the building as well as any signage on kiosks of other movable platforms on the courtyard area will complement Parks' RFP wayfinding standards. VS and City will work together to accomplish this. VS further agrees that VS will identify the Premises in its information services as "Riverfront

Spokane Guest Relations” or something similar as agreed to by City and VS, with the goal of including “Riverfront” or “Riverfront Park” whenever VS identifies the location.

5. PREMISES.

The City grants VS a non-exclusive and revocable license to enter and use certain portions of the Facility, building known as Fountain Café, as depicted on Exhibit A (the "Premises"), subject to the terms of this Memorandum. The Premises includes both the building and the outdoor courtyard space. It is the intent of this Agreement that both City and VS will share the courtyard space.

6. USE OF THE PREMISES.

- A. City and VS will share dual occupancy of premises as shown in Exhibit A. VS will have occupancy of the area identified as Phase 1 until renovation is completed on the U.S. Pavilion, expected fall 2019. After renovation is complete, VS shall have exclusive use of the front half of the premises identified as Phase 1 and Phase 2 for the remainder of the contract.
- B. City and VS will share and coordinate joint use of the patio area immediately east and in front of the premises. City agrees that VS can use the courtyard area (as described in the “Premises”) in concert with other patrons of Riverfront Park. VS may install a kiosk or map display in the courtyard area, but to accommodate potential uses of the area, such kiosk or map display should be portable. City has no plans to install any furniture improvements for the courtyard area.
- C. VS and the City agree to comply with all laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Parks and Recreation Department applicable to the use and management of the Premises. It is VS’s responsibility to familiarize itself with these regulations.

7. FEES AND CONSIDERATION.

VS shall not pay any fees, rent, or charges for use of the Premises. In consideration for VS providing information services for City, City shall at its sole cost and expense design, permit, construct, maintain, and repair certain improvements to the Premises, as outlined in this MOU. The cost of designing, constructing, maintaining, equipping and operating the regional information and guest relation center shall be solely the responsibility of VS. All improvements made to the Premises by VS immediately become the property of the City; provided, all trade fixtures of VS which can be removed without damage to the Premises upon termination of this MOU shall remain the property of VS and may be removed upon termination of this MOU. The City shall be responsible for paying for utilities.

8. INDEMNIFICATION.

Each party to this MOU shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of each party’s negligent conduct in the performance of this MOU.

9. INSURANCE.

VS shall maintain a comprehensive or commercial general liability insurance policy, naming the City as additional insured, in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit coverage written on an occurrence form to cover bodily injury, death and property damage. The policy shall provide not less than thirty (30) days written notice to the City of any cancellation, non-renewal or material reduction in coverage. The insurance shall be primary and not excess or contributing. The certificate shall be submitted to the City at the time the VS returns the signed Memorandum.

10. ASSIGNMENTS. This Memorandum 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.

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

12. 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 Memorandum shall have or acquire any interest in it, 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 the Memorandum.

13. 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 parties agree 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 parties.

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

Dated: _____

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

City Clerk

Dated: 3/5/18

Approved as to form:

Assistant City Attorney

VISIT SPOKANE

By: Cheryl Y. Kilday

Title: President + CEO

Email Address:
ckilday@VisitSpokane.com

