

**SPECIAL MEETING NOTICE/AGENDA
SPOKANE CITY COUNCIL**

Public Infrastructure, Environment and Sustainability Committee

Meeting Monday, May 21, 2018

10:30 a.m. – City Council Briefing Center, Lower Level, City Hall

A special meeting of the Spokane City Council will be held at **10:30 a.m. on Monday, May 21, 2018** in the City Council Briefing Center, Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format for the Public Infrastructure, Environment and Sustainability Committee. 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 meeting will be open to the public, with the possibility of moving 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

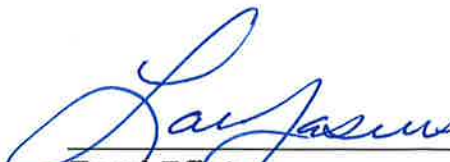
Please note that this meeting has been rescheduled from the regular meeting scheduled for May 28, 2018 due to the holiday.

May 21, 2018 Meeting Agenda attached

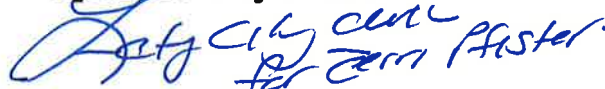
AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible 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.



Ben Stuckart
Council President



Terri Pfister
Spokane City Clerk



Public Infrastructure, Environment and Sustainability Committee

Meeting Agenda for

May 21, 2018

10:30 a.m. – COUNCIL BRIEFING CENTER

The Spokane City Council's Public Infrastructure, Environment and Sustainability Committee meeting will be held at **10:30 a.m. on May 21, 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 April 23, 2018 meeting

III. Consent Items

1. Trindera Contract Increase – CSO 24 Electrical Engineering – Dan Buller
2. Addendum with Linn Machine & Manufacturing for Refurbishing Dumpsters for Solid Waste Collection – Scott Windsor

IV. Discussion Items

A. Council Requests

1. Vaulted Sidewalks – Council Member Beggs/Brian McClatchey (10 minutes)
2. 29th Avenue and Crestline Street – Council Member Beggs (10 minutes)
3. Legacy Water Rates Ordinance – Council Member Beggs (10 minutes)
4. ATS Contract Extension – Council Member Beggs (5 minutes)

B. Staff Requests

1. Street and Right of Way Vacations related to North Spokane Corridor – Louis Meuler/Terrence Lynch, WSDOT (10 minutes)
2. Update on Post Street Bridge – Kyle Twohig/Mark Serbousek (10 minutes)
3. Unmanned Aircraft Systems Program for enhanced inspection of Public Works Infrastructure – Dan Kegley (5 minutes)
4. Alley Grading Update – Marlene Feist (5 minutes)

V. Strategic Plan Session

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

- Riverside Avenue Monroe to Division Project Development – Brandon Blankenagel (10 minutes)
- Sprague Avenue Phase II Public Outreach Conclusions – Brandon Blankenagel (10 minutes)

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

- No report this meeting.

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

- Indian Canyon Irrigation Project – Cadie Olsen/Garrett Jones (10 minutes)
- SpokaneScape Rebate – Dan Kegley (10 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

June 25, 2018 1:15 p.m. in the Council Briefing Center

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STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
April 23, 2018

Committee Members Present

Council Member Breean Beggs, Committee Chair
Council Member Mike Fagan, Vice Committee Chair
Council Member Kate Burke
Council Member Lori Kinnear
Council Member Candace Mumm
Council Member Karen Stratton

Council Members Absent

Council President Ben Stuckart

Staff Present

Hannahlee Allers, Brandon Blankenagel, Eldon Brown, Marcia Davis, Leroy Eadie, Anna Everano, Marlene Feist, Jacob Fraley, Luis Garcia, Raylene Gennett, Ron Howerton, Kelly Keenan, Ed Lukas, Micaela Martinez, Brian McClatchey, Louis Meuler, Katherine Miller, Jonathan Moog, Skyler Oberst, Cadie Olsen, David Paine, Kevin Picanco, Thea Prince, Rick Romero, Jim Sakamoto, Andy Schenk, Elizabeth Schoedel, Julie Shafii, Scott Simmons, Sally Stopher, Tim Szambelan, Mike Taylor, Paul Troutman, Kyle Twohig, Kandace Watkins, Charlie Wolff

Guests Present

Karl Otterstrom, Spokane Transit Authority
Kip Hill, Spokesman Review
Toby Hatley

Council Member Beggs called the meeting to order at 1:15 p.m.

Review and Approval of Minutes

Council Member Beggs asked for a motion to approve the minutes of the March 26, 2018 meeting.

- **Action Taken**
- Council Member Fagan moved to approve the minutes of the March 26, 2018 meeting as presented; the motion was seconded by Council Member Burke. The minutes were approved unanimously.

Consent Items (Briefing Papers only)

1. Blanket Order for Cold Mix Asphalt
2. Value Blanket Order for Miscellaneous Stock Steel
3. Franchise Agreement with New Cingular Wireless PCS, LLC

4. Special Counsel Contract with Craig Trueblood of K&L Gates
5. Contract for development of Continuation of Operation Plan (COOP) for Waste to Energy
6. CDBG Capital Allocations for Housing
7. Mission Avenue Administrative Reserve
8. Next Level of Treatment – GMP 6
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

Discussion Items

A. Council Requests

1. Special Events Permits Policy Resolution

Council Member Beggs discussed the proposed resolution and Brian McClatchey reviewed the set of guiding principles that were incorporated into the resolution. This item will be on the next City Council meeting agenda for consideration.

B. Staff Requests

1. Six-Year Street Program Draft and Reconciliation

Brandon Blankenagel discussed the annual update to the six-year street program. Any new projects are sent through Plan Commission for compliance to the Comprehensive Plan and then through City Council for the overall approval of the program. Brandon discussed the new programs, completed and removed projects. Karl Otterstrom discussed the WSDOT grant for the project to improve the intersection of Francis Avenue and Alberta Street.

2. Sprague Avenue, Bernard to Scott (Phase II) Public Outreach

Brandon Blankenagel gave an update on the public outreach for the second phase of this project. There is an online survey for travel lane option that has details of the layout configurations and incorporates amenities such as sidewalks.

3. Update on Waste to Energy Accident

Scott Simmons gave a brief update on the work with the Department of Labor and Industries to clarify and amend the citation. A number of the citations were grouped and one was vacated. The costs were reduced by \$20,000. An independent investigator was hired by the city and work was done to implement their recommendations. The facility has reviewed and updated their policies and procedures.

4. Utility Payment Processing

Scott Simmons reviewed the types of payments received and the work to explore options and the costs for processing the payments. Discussion was had on the costs to accept credit cards. Council Member Mumm would like Finance Committee to create a policy for a fee for using credit cards.

5. Retail Water Service Area Modifications

Eldon Brown reviewed the seven applications to modify the retail water service area. He reviewed the locations and the specifics of each application that were reviewed by planning and the water department. Each application is reviewed for system capacity, consistency with the water system plan and whether the property can be served in a timely and reasonable manner.

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

Leroy Eadie gave a brief overview of the agreement with Visit Spokane and the Park Department to utilize the Fountain Café and to provide guest services for the park. Discussion was had on the modifications to the space and signing.

Strategic Plan Session

A. Priority Strategy 1. Rapidly Accelerating Street Pavement Maintenance Projects

- No report this meeting.

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

- Wastewater Maintenance Building 909 East Sprague
- 9th Avenue Water Reservoir

Scott Simmons discussed the work to repurpose public property to increase private investment. The Public Works division has been evaluating their properties. A property near the 9th Avenue Water Reservoir was identified to be able to sell. The Wastewater Maintenance building is built half of leased property owned by BNSF and there is an opportunity to purchase that piece. These have been reviewed by the Real estate review committee.

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

- Sustainability Report Card and Implementation Progress

Cadie Olsen discussed the elements that went into the sustainability report card including water conservation, electricity generation, environmental efforts such as CNG garbage trucks, reducing water system losses, and others included in the report card that will be distributed and available online. Cadie discussed the work with the Parks Department to identify high impact projects for water use reductions.

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

- No report this meeting.

Executive Session
None.

Adjournment
The meeting adjourned at 2:35 p.m.

Prepared by:
Barbara Patrick, Administrative Specialist

Approved by:

Chair

DRAFT

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Trindera Contract Increase – CSO 24 Electrical Engineering
Date:	May 21, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	CSO 24 is in the 6 Year Sewer Plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract increase request.
Background/History: <ul style="list-style-type: none"> Trindera Engineering is under contract to perform the electrical design for CSO 24 (1st & Adams) The original contract was let in August 2016 for \$30,000 The contract was amended in July 2017 and \$22,000 was added. 	
Executive Summary: <ul style="list-style-type: none"> As CSO 24 (1st & Adams) progresses to completion and the surface restoration improvements are in design, Trindera's assistance is required design for various lighting and power supply features required in the plaza atop CSO 24. Also included is construction phase assistance. The proposed contract increase is for \$15,200, an amount for which council approval is required. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Solid Waste Collection 4500
Subject:	Addendum with Linn Machine & Manufacturing, LLC
Date:	May 21, 2018
Author (email & phone):	Scott Windsor / swindsor@spokanecity.org / 509.625.7806
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Solid Waste Collection's Operating Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Seeking approval by City Council on an addendum to allow for additional dumpster refurbishing until the current contract can be extended September 1, 2018.
Background/History: <i>Current contract extension expires August 31, 2018. This addendum would allow additional metal dumpsters and roll off containers (collectively referred to as "dumpsters") to be refurbished until the contract can be extended. Additional expenditure requested -- \$150,000 (including tax).</i>	
Executive Summary: <ul style="list-style-type: none"> <i>Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment and extends their useful life.</i> <i>Solid Waste Collection has purchased less newly manufactured dumpsters over the past several years. Refurbishing costs less than new dumpsters.</i> <i>The City has had a contract with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in a "like new" condition.</i> <i>Permanent and temporary dumpster services have increased tremendously over the past several years due to a good economy, real estate market, construction and annexations.</i> <i>This addendum will ensure that Solid Waste Collection has enough dumpsters available for our customers and special events.</i> <i>Solid Waste Collection is having Linn Machine & Manufacturing pick up dumpsters from the Marietta site, refurbish them and return them to the Spokane Central Service Center so they are in usable condition as we work on vacating the Marietta site.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: 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 and Sustainability Committee

Division & Department:	City Council
Subject:	Sidewalk Vault Ordinance
Date:	5/21/2018
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	The goal of this ordinance is to develop a framework for how the City deals with vaults during road work, building permitting and other processes
Background/History: With the construction of the Central City Line and the re-design and construction of Riverside, the City needs a framework for how to handle vaulted sidewalks, which are often in poor structural condition. The issue is complicated by the fact that vaults are often privately-owned, but stand beneath public right of way.	
Executive Summary: <ul style="list-style-type: none"> Please review the attached ordinance and come prepared with your thoughts on vaulted sidewalks <i>This draft ordinance is meant to be an initial draft for discussion purposes only</i> 	
Budget Impact: TOTAL COST: 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.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" 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:	

ORDINANCE NO. C-_____

An ordinance relating to downtown sidewalks having below-grade vaulted areas; enacting a new Article VIII to chapter 12.01; amending Article II of Chapter 12.02; and amending section 17G.010.100 of the Spokane Municipal Code.

WHEREAS, _____; and

WHEREAS, _____.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new Article VIII to Chapter 12.01 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Chapter 12.01 Improvement, Maintenance of Public Ways

Article VIII Vaulted Sidewalks

Section 12.01.300 Purpose; Intent; Legal Authority

- A. Property owners own the underlying property, up to the center line of the street, subject to the public's easement for use as a public right of way.
- B. Sidewalks and streets require subjacent support.
- C. Many sidewalks in downtown Spokane built above vaulted areas, which are in essence extensions of the basement of the adjacent building. As such, in many cases, as the sidewalk ages, the risk of a sidewalk collapse increases.
- D. The City has the obligation to ensure that the public rights of way are safe for public travel.
- E. The City intends to ensure, by adopting this Article VIII, that the public can travel safely on public sidewalks, and to ensure that property owners are assisted in their duties to maintain their property.
- F. Statement about how the City will not fund vault fill for projects completed prior to the effective date of this chapter.
- G. Will we only do this with street projects or new building rehabs which are done after effective date of this chapter.

Section 12.01.305 Applicability

- A. Nothing in this Article VIII applies to projects involving vaulted sidewalks which were completed prior to the effective date of this section.
- B. This Article VIII applies to street projects adjacent to vaulted sidewalks or the rehabilitation of buildings containing vaulted sidewalks which are commenced after the effective date of this section.

Section 12.01.310 Definitions

[RESERVED]

Section 12.01.320 Resolution of Necessity

- A. If the City determines that a particular sidewalk on a particular block is in need of repair or reconstruction due to the presence of a vaulted area beneath the sidewalk, the City Council shall consider a resolution of necessity, described in RCW 35.69.020(1), stating that the City shall repair or reconstruct the sidewalk on a specific one-block section of named street in downtown Spokane.
- B. Such resolution shall be adopted according to the Council's usual rules of procedure.

Section 12.01.330 Publicity and Notice

Upon adoption of such resolution, the City Council shall send a copy thereof to all owners of property abutting the one-block section of street which is the subject of the resolution.

Section 12.01.340 Agreement with Abutting Property Owner

- A. For each one-block portion of a street which is the subject of a resolution of necessity adopted pursuant to SMC 12.01.320, the City shall endeavor to enter into an agreement with the owner of the abutting property which allocates the costs of the work to be undertaken in such vaulted sidewalk section(s), provided that such agreement shall not contain provisions which deviate substantially from the following provisions.
 - 1. If the property owner agrees to have the vaulted sidewalk area filled in, the City will pay the full cost of doing so, but the property owner shall be liable for the cost of any utility relocation which is required by such work.
 - 2. If the property owner wishes to maintain the vaulted sidewalk area as an underground area:
 - a. the City will pay up to half the amount it estimates would be the cost to fill the vaulted sidewalk area;
 - b. the property owner shall provide to the City an easement for access to the vaulted area beneath the sidewalk for purposes of inspection;
 - c. the agreement shall specify the location and access provisions for required street tree wells located within the vaulted sidewalk area;

- d. the property owner shall provide to the City a certificate of inspection of the maintained underground area every five (5) years; and
 - e. the property owner shall indemnify and hold the City harmless for any damages to the vaulted sidewalk area occurring after the completion of construction.
- B. If an agreement between the property owner and the City cannot be reached, the City shall conduct the work and charge the property owner for the cost thereof, up to an amount equal to half the assessed valuation of the abutting property, as provided in RCW 35.69.020.

Section 12.01.350 Utility Relocation Fund

Existing utility upgrade incentive funds may be made available in the appropriate case, and only where the owner of the abutting property agrees to have the vaulted area beneath the sidewalk filled in, to defray the cost to an abutting property owner of the relocation of utility infrastructure required due to the City's work to repair or reconstruct vaulted sidewalks.

Section 12.01.360 Building Rehabilitations

Absent extraordinary circumstances, building permits for the rehabilitation of existing buildings shall require that vaulted sidewalk areas beneath the public sidewalk right of way be filled as a condition as provided in SMC 17G.100.010(A)(3).

Section 2. That Article II of Chapter 12.02 of the Spokane Municipal Code is amended to read as follows:

Chapter 12.02 Obstruction, Encroachment of Public Ways

Article II. Underground Utility Vaults – Sidewalk Installments

Division I. General

Section 12.02.0301 Purpose; Intent; Legal Authority; Limitation

- A. Property owners own the underlying property, up to the center line of the street, subject to the public's easement for use as a public right of way.
- B. Sidewalks and streets require subjacent support.
- C. Many sidewalks in downtown Spokane are built above vaulted areas, which are in essence extensions of the basement of the adjacent building. As such, the City's interest in, and obligation to ensure, safe public passage above such vaulted areas is enhanced.
- D. The City intends to ensure that the public can travel safely on public sidewalks, and to ensure that property owners are assisted in their duties to maintain their property.

Section 12.02.0302 (~~(Application)~~)Applicability

- A. This article applies to:
 - 1. underground utility vaults with electrical transformers located in the public right-of-way(~~(-)~~); and
 - 2. (~~((It applies to like))~~) installation of other (~~((persons))~~)facilities as determined by the director of engineering services.
- B. The provisions of this article are declared to be conditions of municipal permission to install or continue to maintain an underground utility vault.

Section 12.02.0304 New Underground Vaults; Permission Required

~~((A utility or other entity or))~~Any person proposing to install ~~((an))~~a new underground utility vault shall first obtain permission from the director of engineering services.

- A. The director may require the submission of such plans and information as are deemed necessary.
- B. The director may make such inspections as desired and impose the fees provided in SMC 8.02.065(F).
- C. The director may impose conditions to issuance of permission or grant exception to this article as deemed necessary for the public health and safety.

Section 12.02.0306 New Underground Vaults; Obligations

- A. Owners of newly-constructed underground installations as permitted under this Article II (~~((above-referenced))~~) must keep the same in good repair at all times and must periodically inspect the same as may be necessary to insure protection of the public right-of-way. They must promptly report any damages, danger, stress, or wear to the public right-of-way located proximately to the installation.
- B. Owners must immediately repair any damage or take measures necessary to prevent damage to the public right-of-way caused by or enhanced because of their installation.
- C. Owners waive all claims for damage to any equipment or property located in the public right-of-way and agree to fully indemnify and hold harmless the City against all loss or liability arising from enjoyment of permission.
- D. Owners must remove the underground installation and properly repair the public right-of-way when requested to do so by the director. No compensation will be granted therefor.

Section 12.02.0310 Underground Vaults; Sidewalk Openings

- A. ~~((Approval for installation))~~Installation of a ((underground)) sidewalk ((openings))opening which allows access to an underground vault from the sidewalk ((is required))requires a permit. The provisions of SMC 4.03.040(B), SMC 4.03.140(D), and SMC 4.03.220(B) apply to such permits.
- B. In addition, unless otherwise specifically provided, owners of underground sidewalk installations must comply and are subject to all other provisions of this article.

Section 12.02.0312 No Interference – Sidewalk Underground Installations

- A. No underground sidewalk installation or vault shall be constructed in any manner that will interfere with the installation or maintenance of sewer pipe, water pipe, gas pipe, electrical conduits, fire hydrants, manholes, or other public works or improvements.
- B. No underground sidewalk installation or vault shall be constructed or maintained in any manner which will interfere with, or tend to make unsafe, the passage of the public along the sidewalk surface.
- C. Where a hydrant bend exists in connection with a vault, it shall be protected by a masonry or reinforced concrete wall not less than eight inches (8”) in thickness, built from the bottom of the basement to the underside of the sidewalk, which wall shall be plastered on both sides with plaster so as to be watertight, or shall have other protection of equal value.

Division II Sidewalk Elevator Operating Requirements

Section 3. That section 17G.010.100 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.100 Types of Permits

- A. Construction and Development.
 - 1. A person needs a building permit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) and also, depending upon the circumstances of the particular case, some combination of demolition, grading, sign, swimming pool, parking lot, and site preparation, building moving and relocation, street encroachment, boiler installation and operating, electrical, elevator installation and operating, storage tank installation, private fire hydrant installation, mechanical, plumbing, side sewer installation and connection, water line tapping, shoreline development permits, flood management permits, street address assignment, and a variety of similar approvals for new construction or placement, alteration, repair or demolition of a

building, structure or other improvement to land; and for the new installation, alteration, repair or operation of a building's boiler, electrical, elevator, fire protection, mechanical and plumbing systems.

- a. Private fire hydrants are approved by the department of water and hydroelectric services based on compliance with design standards and regulations established by the fire official and the director of engineering services.
 - b. Side sewers and connections are approved by the engineering services department based on compliance with the sewer code.
 - c. Storage tank permits are issued by the fire official based on compliance with the fire code and various environmental and aquifer protection measures.
 - d. Water line taps are approved by the engineering services department based on review by the water and hydroelectric services department and compliance with the water code.
 - e. Street addresses are assigned by the engineering services department.
 - f. Type II permits as specified in chapter 17G.060 SMC are issued by the planning services director and Type III permits as specified in chapter 17G.060 SMC are granted by the hearing examiner. Shorelines permits are subject to approval by the state department of ecology.
 - g. Commercial driveway permits are issued by the engineering services director.
 - h. The other building and development permits are issued by the department of building services, planning services department, and engineering services department based on compliance of the application, plans, specifications, diagrams and drawings with the requirements of the applicable provisions of this title and any rules and regulations promulgated thereunder.
 - i. Flood management permits are issued by the planning services director and subject to approval by the Washington State department of ecology and the Federal Emergency Management Act's National Flood Insurance Program.
 - j. A separate demolition permit shall be issued with each building permit which involves any demolition activities.
2. A person needs an approved plat, binding site plan, or short plat to divide or segregate a parcel of land into two or more lots or parcels for such purposes as sale or lease, unless the activity is specifically exempted under SMC 17G.080.020(B). A person needs an approved conditional use permit or planned unit development to group or cluster buildings on a lot or combination of lots.
 - a. Conditional use permits, plans-in-lieu of compliance, and certificates of compliance are approved by the hearing examiner or the planning services director, as specified in [chapter 11.19 SMC](#), and planned unit developments are approved by the hearing

examiner on the basis of compliance of the plans with the applicable provisions of this title and pertinent rules and regulations.

- b. Plats are approved by the hearing examiner; short plats, binding site plans, and boundary line adjustments are approved by the planning services director on the basis of compliance with the applicable provisions of this title and administrative rules and regulations.
 - c. Preliminary planned unit developments are approved by the hearing examiner.
 - d. Variances are approved by the hearing examiner.
 3. A person needs approval to construct, install, alter, or relocate any building or structure, or some part or equipment thereof, within, beneath, or over the right-of-way of a public way((-)); provided, that, after the effective date of this section, and except as specified in SMC 12.01.360, no such permit shall be issued for the continued use of vaulted sidewalk areas in conjunction with building rehabilitations. Approval is given by the department of building services in accordance with the building code, flood insurance regulations, utilities code, and various other laws relating to streets and highways, utilities, traffic, and public safety. When design review is required pursuant to chapter 17G.040 SMC, the approval of the planning services director is also required.
 4. A person may need additional approvals determined by the use classification, occupancy group, construction type, size, location, or other feature of a building, structure or activity, including structures located in the one-hundred-year floodplain. Such special approvals issue from numerous federal, state, regional, or local public agencies based on a variety of laws.
- B. Use and Occupancy of Property.
1. A person needs a certificate of occupancy to establish or change, or allow to be established or changed, any occupancy of land or any building or portion thereof. A certificate of occupancy is issued by the department of building services with approval of the fire and planning services departments when the occupancy complies with the building code, fire code and the land use codes.
 2. A person needs a variance or a certificate of compliance from the planning services director or hearing examiner to render lawful proposed or existing structures which do not comply with the locational or dimensional standards of the zoning code, shoreline master program or flood hazard ordinance.
 3. A person needs the proper zoning classification (or design plan designation) and in some cases a conditional use permit or planned unit development approval to establish or maintain, or allow to be established or maintained, any use of land and buildings.

- a. Zone classifications are established by the city council upon recommendation of the plan commission or hearing examiner.
 - b. Conditional use permits are granted by the planning services director or hearing examiner.
 - c. Preliminary planned unit developments are approved by the hearing examiner. Final planned unit developments are subject to approval by ordinance of the city council. Plans-in-lieu of compliance are approved by the planning services director or hearing examiner in accordance with the comprehensive plan, zoning code and environmental policy code.
 4. A person may need special approvals, which may include bonds or other security devices, and may be required to meet various conditions and standards, to establish, change, or maintain certain uses, occupations, or activities upon property, depending upon the definition of the activity, as provided by numerous federal, state, regional and local regulatory programs.
 5. A person is required to maintain buildings, land, and premises in satisfaction of minimum standards prescribed by the existing buildings and conservation code, the fire code, conditions imposed under the land use codes, and various other laws relating to public health and safety and nuisance.
- C. Construction Activities and Contractors.
1. General and specialty contractors are required to be registered with the state under chapter 18.27 RCW, and such registration is a prerequisite for the issuance of any building permit. Some contractors are also subject to special regulations by the state. A person needs a license from the City to operate as a contractor using explosives. The blaster's license is issued by the director of engineering services and may be revoked by the director of engineering services or by the fire official under the license code.
 2. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:
 - a. Installing or servicing heating, cooling, and ventilating systems;
 - b. Operating steam boilers; or
 - c. Operating aircraft refueler units.
 - d. Such licenses are issued by the department of building services in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.
 3. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:
 - a. Installing, or servicing, or using gas or oil fuels;
 - b. Maintaining or altering fire equipment systems;
 - c. Testing underground storage tanks.
 - d. Such licenses are issued by the fire department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

4. In addition to a building permit or land use permit, a person needs a specific permit for:
- a. Blasting,
 - b. Moving a building,
 - c. Installing or connecting a sewer,
 - d. Installing or altering fire protection or detection equipment, and
 - e. Obstructing a street.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	City Council
Subject:	Legacy Water Rates Ordinance
Date:	5/21/2018
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Our Most Vulnerable
Deadline:	Will be filed for a vote after committee
Outcome: (deliverables, delivery duties, milestones to meet)	This ordinance expands legacy commercial sewer rates for redeveloped buildings to redeveloped property under certain criteria
Background/History: A gap was discovered in the City's policy of offering legacy commercial sewer rates to redeveloped buildings when it was discovered that the rates were not offered when it was an entire property that was redeveloped for low income housing. Legacy rates are important to incentivize growth of low housing income on lots that currently hold dilapidated commercial structures.	
Executive Summary: <ul style="list-style-type: none"> Expands the legacy commercial sewer rate to redeveloped properties offering low income housing Limited to properties where the structure was demolished after Sept. 30, 2015 Limited to properties that are being redeveloped as a Low Income Domestic Housing complex Only applies to properties in commercial, centers and corridors, or downtown zones that were previously billed commercial Effective 6/1/18 	
Budget Impact: TOTAL COST: 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.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Admin Policy 5200-14-04 will need to be updated to allow for redeveloped buildings Known challenges/barriers:	

ORDINANCE NO. C - _____

An ordinance relating to the rates of public utilities and services, amending SMC section 13.03.1208, chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane seeks to revitalize vacant legacy commercial buildings and recoup prior utility investments made in connection with those buildings, generate revenue in support of operations, and increase operational efficiencies; and

WHEREAS, the City has already established a successful incentive program for remodeling vacant legacy commercial buildings that provides for charging the utility commercial rate if there is only one water meter in the remodeled building; and

WHEREAS, the City desires to improve the existing incentive program by expanding it to the replacement of vacant legacy commercial buildings where the primary new use of the building is for low income housing; and

WHEREAS, supporting the replacement of vacant legacy commercial buildings will increase revenues and support efficient operations of city utilities; and

WHEREAS, replacing vacant legacy commercial buildings with low income housing will increase economic vitality and reduce crime and the need for publicly funded emergency services within the City; and

WHEREAS, low income housing projects are operationally amenable to using only one meter for domestic water service; and

WHEREAS, the property owner would be responsible for any and all costs associated with reconnecting the replacement building to the water system; and

WHEREAS, the expansion of this program to include replacement for low income housing is consistent with the City's strategic plan.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 13.09.030 of the Spokane Municipal Code is hereby amended to read as follows:

13.03.1208 Combination Domestic/Commercial

- A. Unless the domestic units qualify for another billing category, upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is

metered and paid as one account ~~((to))~~ in the utilities billing ((division)) system,
shall be billed at the commercial rate as provided in chapter 13.03 SMC.

- B. Effective June 1, 2018, properties which would otherwise qualify under section A, which are located in a commercial, centers and corridor, or downtown zone and were previously billed commercial, which building structures have been demolished after September 30, 2015, and are being or have been redeveloped as a Low Income Domestic Housing complex with units in combination with or without commercial user facilities, where the account is metered and paid as one account in the utilities billing system, shall be billed at the commercial rate as provided in chapter 13.03 SMC.
1. For purposes of this section, Low Income Domestic Housing Complex shall be defined as having units with an overall average rent that is affordable to residents at 60% or less of Area Median Income (AMI) as determined by HUD's most recent income limits for Spokane County. Overall average rent shall be calculated following the income averaging rules of the Low Income Housing Tax Credit (LIHTC) program.
- C. All costs of further installation or upgrade to existing infrastructure, including fire flow systems and sewer connections, shall be borne by the property owner, without eligibility for waiver.

Section 2: Effective Date

This ordinance shall take effect and be in force on June 1, 2018.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	City Council		
Subject:	ATS Contract Extension		
Date:	5/21/18		
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:			
Committee(s) Impacted:	Public Safety and Community Health		
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:	Time sensitive for camera installation- will be placed on Council agenda for a vote after committee discussion		
Outcome: (deliverables, delivery duties, milestones to meet)			
Background/History: In December 2017, Council passed a resolution authorizing the installation of two speed radar cameras at Ridgeview Elementary and one at Willard Elementary. These cameras are to be installed by American Traffic Solutions, but ATS is reluctant to put dollars into design and construction with a contract that is up in November of this year. This contract extension will solve that issue and facilitate the installation of all three cameras.			
Executive Summary: <ul style="list-style-type: none"> • This is the final 5-year extension on this contract • Minor changes to the contract have been made – see attached 			
Budget Impact: TOTAL COST: 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.) This serves to increase revenue from the installation of three new traffic cameras in 2018.			
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:			

ORDINANCE C-_____

An ordinance relating to automated traffic safety camera systems; amending section 16A.64.260 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 16A.64.260 of the Spokane Municipal Code is amended to read as follows:

16A.64.260 Termination of Authorization for Use of Automated Traffic Safety Cameras

The authorization granted in SMC 16A.64.220 to use automated traffic safety cameras for issuance of notices of infraction for violations regarding obedience to traffic control devices shall expire on November 12, ((2018)) 2023, unless the city council takes legislative action to extend the authorization.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

EXTENSION NO. 2

TRAFFIC SAFETY CAMERA SYSTEM

THIS EXTENSION AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "City", and AMERICAN TRAFFIC SOLUTIONS, INC., whose address is 14861 North Scottsdale Road, Suite 109, Scottsdale, Arizona 85254-2788 (billing address is 1330 W. Southern Avenue, Suite 101, Temple, AZ 85282), as "ATS"; and jointly hereinafter referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the City has implemented and contracted with ATS for the operation of a turnkey traffic safety camera system pursuant to section 46.63.170 of the Revised Code of Washington; and

WHEREAS, the Parties previously extended the contract for the first contractual extension period from November 13, 2013 to November 12, 2018 and would like to now exercise the second extension authorized under agreement OPR 2008-0120; -- Now, Therefore,

The Parties agree as follows:

1. SERVICES. The City continues to retain ATS to provide traffic safety camera system services described in the attached "Exhibit A – Scope of Work". ATS agrees to perform the Scope of Work according to the terms and conditions of this extension agreement.
2. DURATION. This extension agreement shall be effective from November 13, 2018~~((3))~~ and run for a period of five (5) years ending November 12, 2023~~((48))~~, unless terminated earlier. ~~((The City, at its sole discretion, may extend the term of the agreement for one (1) additional five (5) year period for a total contract term of fifteen (15) years. Such extension shall require the approval of the Spokane City Council.))~~
3. CONTRACT DOCUMENTS. This extension agreement, agreement OPR 2008-0120 dated March 10, 2008, ATS' proposal, ~~((and))~~ the City's Request for Proposals and all subsequent amendments are the contract documents. In the event of conflict, the conflict shall be resolved in favor of this extension agreement.

4. COMPENSATION.

- A. ATS shall be paid in the amounts and manner as described in the attached “Exhibit B – Compensation”. The pricing shall be fixed and firm for the initial three (3) years of the extension agreement.
- B. The basis for service charge adjustments after the initial three (3) years shall be based on the following:
 - 1) Unit prices may increase by the CPI according to the average changes during the prior July - July Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor;
 - 2) New Pricing shall not produce a higher profit margin than that on the extension agreement;
 - 3) ATS clearly identifies the items impacted by the increase;
 - 4) The request for an increase shall be accompanied by documentation acceptable to the City sufficient to warrant the price index request; and
 - 5) The new pricing shall remain firm for a minimum of three hundred sixty five (365) days.
- C. This extension agreement includes no reimbursable expenses.

5. COST NEUTRALITY CLAUSE.

- A. The City shall not be required to pay ATS more than the City (or ATS on the City’s behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the extension agreement. For the purposes of this clause, the term “fines” applies to that portion of fines actually retained by the City according to the distribution method applicable under Washington State law.
- B. This clause will be applied as follows:
 - 1) If collections for the program during any month are less than the full amount of ATS invoices, ATS shall be entitled to the full amount of fines actually collected. ATS will maintain an accounting of any net balances owed to ATS and shall apply future collections first to the accrued balance and then to the current months invoice. At any time that ATS fees and any accrued balances are fully repaid, additional collections will be retained by the City. Any positive revenue balances generated from the program (whether reserved in cash or not by the City) will be used to offset future ATS invoices in the event of monthly deficits.

- 2) Example: if during a given year of the program, revenues minus ATS fees yield a net surplus of \$100,000, this amount would be available to pay ATS invoices for any future periods in the event that less or no revenues were to be generated in future periods. However, at the point where the (actual or paper surplus is exhausted, then no additional payments would be due until additional collected fines were available to cover the cumulative deficit. For the purposes of this clause, the accrued surplus is a calculated figure determined by subtracting ATS fees from program fines collected. The obligation to pay is not subject to the existence of cash reserves from the program, for example, if the City chooses to use or has used these surplus funds for any other uses.
- 3) This clause shall not apply should the City elect not to enforce illegal right turn on red violations or if the City elects not to pursue collections on unpaid violations, or if the City directs ATS to install cameras at a site with an initial starting violation rate of fewer than eight (8) violations per day, or if the City or Police Department waives more than ten percent (10%) of valid violations forwarded to the Police Department for acceptance.

6. WORK ORDER METHODOLOGY FOR APPROVED WORK.

- A. Work Order Procedure. ATS shall continue to provide the City the Camera Systems as specified in work orders issued under the original agreement. ATS shall provide the City new Camera Systems as specified in work orders issued under this extension agreement. Each work order shall be a written document having its own specific Scope of Work ("Work Order Scope of Work") identifying the services to be performed and the associated deliverables to be provided and payment terms. Each work order shall be subject to the terms and conditions of this extension agreement and shall be incorporated into this extension agreement by this reference. ATS shall furnish the City with an integrated turnkey solution; that is, services identified in the work orders shall be provided as a single, complete transaction and not as separate items.
- B. Notice to Proceed on Tasks Identified in Work Orders. For each new work order under this extension agreement, ATS shall commence work upon issuance of a written notice from the City.
- C. Additional Work Orders. Additional work orders issued under this extension agreement may be generated by the City for the following purposes:
 - 1) Upgrade(s) of equipment, software, or change(s) of any deliverable provided hereunder; and
 - 2) Any other items related to red light traffic safety system for which the City places an order.

D. For any work order(s) requested by either Party, ATS shall submit to the City for its review and approval a detailed proposal for the scope, implementation plan, milestones, test and acceptance procedures, as well as the cost consistent with previous work orders, the RFP and RFP response. Once this proposal is received and approved by the City, a new work order will be issued for the change or additional work. Upon the City's written approval and notice to proceed, ATS shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this extension agreement.

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

8. NOTICES. All notices or other communications shall be considered given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notices or other communications have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Chief of Police
Spokane Police Department
City/County Public Safety Building
1100 West Mallon Avenue
Spokane, Washington 99260

Spokane City Director of Public Works Dept.
808 W. Spokane Falls Blvd., 2nd floor
Spokane, WA. 99201

ATS: American Traffic Solutions, Inc.

1150 N. Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

9. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this extension agreement. No agent, employee, servant or representative of ATS shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of ATS for any purpose.

10. LIABILITY.

- A. To the extent permitted by law, ATS shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from ATS' intentional or negligent acts or breach of its obligations under the extension agreement. ATS' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. To the extent permitted by law, the City shall indemnify, defend and hold harmless ATS, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the extension agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of ATS, its officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Each Party's duty to indemnify shall survive the termination or expiration of the extension agreement.
- E. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

11. INSURANCE. During the term of the extension agreement, ATS shall maintain in force at its own expense, each insurance noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this extension agreement. It shall provide that the City, its officers and employees are

additional insureds but only with respect to ATS' services to be provided under this extension agreement; and

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

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

As evidence of the insurance coverages required by this extension agreement, ATS shall furnish acceptable insurance certificates to the City at the time it returns the signed extension agreement. The certificate shall specify that the City is an additional insured; and include applicable policy endorsements and the deductible or retention level as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. ATS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. ANTI-KICKBACK. No officer or employee of the City, having the power or duty to perform an official act or action related to this extension agreement shall have or acquire any interest in the extension agreement, 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 extension agreement.

13. VENUE STIPULATION. This extension agreement has been and shall be construed as having been made within the State of Washington. This extension agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this extension agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this extension agreement.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this extension agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. ATS shall be responsible for

contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If ATS does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. TERMINATION OF EXTENSION AGREEMENT.

- A. For Cause. The City may terminate this extension agreement if ATS is in material breach of any terms of this extension agreement, and the breach has not been corrected according to established standards and agreed upon designs indicated in a valid Work Order within thirty (30) days from notice of breach. For purposes of this subsection, a material breach is defined as a failure to perform any work identified in Paragraph 1 of the Scope of Work (Exhibit A).
- B. For City's Convenience. The City may terminate this extension agreement in whole or in part, without cause and for any reason including the City's convenience, upon ninety (90) days written notice to ATS. For purposes of this clause, each new camera shall be valued at \$120,000.00 and shall be depreciated on a straight line basis over four (4) years. In the event of early termination for convenience, the City shall pay ATS for the unamortized balance of any new cameras.
- C. Acts of Courts or Legislature. In the event the traffic safety camera system pursuant to section 46.63.170 of the Revised Code of Washington is declared unconstitutional by a court of competent jurisdiction or becomes illegal by any other statute, the City may terminate this extension agreement in whole or in part immediately upon written notice to ATS.
- D. Acts of Insolvency. The City may terminate this extension agreement by written notice to ATS if ATS becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Notices. The City shall provide advance notice of termination. ATS shall continue to provide products and services as required by the City until the effective date provided in the termination notice.

18. REPRESENTATIONS AND WARRANTIES.

- A. ATS represents and warrants that it has the requisite training, skill and experience necessary to provide work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

- B. ATS warrants that all materials, equipment, and/or services provided under this extension agreement shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of ATS or the rights of the City.

19. CONFIDENTIAL INFORMATION.

- A. If the City notifies ATS of a public disclosure request, and ATS believes records are exempt from disclosure, it is ATS' responsibility to make determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. ATS must obtain the injunction and serve it on the City before the close of business on the tenth (10th) business day after the City sent notification to ATS. It is ATS' discretionary decision whether to file the lawsuit.
- B. If ATS does not timely obtain and serve an injunction, ATS is deemed to have authorized releasing the record. If the City has notified ATS of a public disclosure request, and ATS has not obtained an injunction and served the City with that injunction by the close of business on the tenth (10th) business day after the City sent notice, the City will then disclose the record.
- C. Notwithstanding the above, ATS must not take any action that would affect (1) the City's ability to use goods and services provided under this agreement or (2) ATS' obligations under this extension agreement.
- D. ATS will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

20. DISPUTES.

- A. Any dispute or misunderstanding that may arise under this extension agreement concerning ATS' performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between ATS' Project Manager and the City's Project Manager, or if mutually agreed, referred to the City's named representative and ATS' senior executive(s). Either Party may decline or discontinue such discussions and may then pursue other means to resolve the disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either Party to terminate the extension agreement in accordance with the termination provisions herein.
- B. Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, the City may require ATS to correct the work prior to City payment. In this event, the City must clearly and reasonably provide ATS an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in

good faith finds to be under dispute, or if ATS does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

21. NON-WAIVER. No waiver by any Party of any of the terms of this extension agreement shall be construed as a waiver of the same or other rights of that Party in the future.

22. ENTIRE AGREEMENT. This extension agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this extension agreement. No changes or additions to this extension agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

23. MODIFICATION. No modification or amendment to this extension agreement shall be valid until put in writing and signed with the same formalities as this extension agreement.

24. HEADINGS. The section headings appearing in this extension agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

25. COUNTERPARTS. This extension agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but the counterparts shall together constitute but one and the same.

26. SEVERABILITY. If any provision of this extension agreement is held by the courts to be illegal or invalid, the remaining provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the extension agreement.

27. ASSIGNMENT. This extension agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this extension agreement without the approval of the other Party.

28. INSPECTION. All work shall be subject, at all times, to inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve ATS of responsibility for performance of the work in accordance with this extension agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ATS shall provide sufficient, safe, and proper facilities and equipment for the inspection and free access to the facilities.

29. EQUIPMENT ON TERMINATION. The Camera System shall be removed at ATS's sole expense at the end of this extension agreement, unless it is extended again.

30. PREVAILING WAGES. If required by state law, ATS and its subcontractors shall pay prevailing wages in accordance with chapter 39.12 RCW. .

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AMERICAN TRAFFIC SOLUTIONS, INC.

Email Address, if available:

By: _____

Title: _____

Attachments which are a part of this extension agreement:

Exhibit A – Scope of Work
Exhibit B - Compensation

SCOPE OF WORK

1. DEFINITIONS:

As used in this extension agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach” is defined as one (1) direction of travel of one (1) or more lanes on a road or a traffic intersection.

“Camera System” means a photo-traffic monitoring device consisting of camera(s) (both the Axis RLC-300 and the Axis Live Video system or - latest version (if required) and a traffic monitoring device capable of accurately detecting a traffic infraction on up to four (4) lanes at one (1) approach and which records such data on an image of such vehicle). “Camera System” shall also include the Axis™ FS-300 fixed speed safety camera system for use in school speed zones and the AutoPatrol 3D Radar fixed speed safety camera for any school speed zone Camera System installed subsequent to the effective date of this Extension Agreement. “Camera System” shall, where the sense requires, also include any enclosure or cabinet in which the Axis™ System is stationed.

“Citation” means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by the (Axis™) System.

“Operational Time” means the actual time that a Camera System is monitoring traffic.

“Person” or “persons” means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Violation” means failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without displaying a valid license plate.

2. DAY-TO-DAY ADMINISTRATION:

The following persons shall be responsible for the day to day administration of this extension agreement:

City:	Ken Knutson, P.E. Spokane City Streets Department 901 No. Nelson St. Spokane, WA 99202
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Phone: (509)232-8845
Email: kknutson@spokanecity.org

ATS: Director of Account Management for Spokane
American Traffic Solutions, Inc.
1150 N. Alma School Road
Mesa, Arizona 85201
Phone: (480) 443-7000/(562) 201-0807
Fax: (480) 607-0901
Email: noc@atsol.com

The Parties may change the above contact persons upon written notice to each other.

3. CAMERA SYSTEM.

- A. ATS agrees to provide the City with AxisTM ATS Camera Systems.
- B. Red Light Stationary Camera System: The system must utilize a high-resolution digital camera (or cameras). The system shall provide at least ten (10) seconds of full-motion video imaging of each violation as well as at least two (2) still images of the violation event: the first image shall clearly show the scene, including the red signal and a clear view of the vehicle with its front tires in front of the stop bar, prior to committing a violation; and the second image shall clearly show the scene, including the red signal and a clear view of the vehicle inside the intersection while the traffic signal is still red. The license plate number and details must be clearly visible in either one (1) of the two (2) images.
- C. Fixed Speed Safety Camera System: The system must utilize a high-resolution digital camera (or cameras). The system shall provide at least ten (10) seconds of full-motion video imaging of each violation as well as at least one (1) still image of the violation event in the school zone. The speed limit and the speed of the vehicle must be noted in the data bar of the image(s) and the license plate number and details must be clearly visible in at least one of the still images.
- D. From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence.
- E. Unless an alternative is approved by the City's day-to-day administrator, violation detection and camera triggering must be non-invasive. Installation will be accomplished without interfering with existing roadway surfaces, with the exception of necessary conduit installation in accordance with the City's Pavement Cut Policy (ADMIN 0370-05-02).

4. GENERAL RESPONSIBILITIES - ATS.

- A. ~~ATS shall continue~~ agrees to provide a turnkey solution for ~~Red Light Stationary~~ Camera Systems to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except as otherwise provided in this extension agreement. New or previously unforeseen requirements may, from time to time, be identified and the Parties shall negotiate in good faith to assign to the proper Party the responsibility and cost for these items. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge ATS for the cost. All other in-scope work, external to the City, is the responsibility of ATS.
- B. ATS will assist the City with evaluation of new candidate sites using the Axis VIMS system.
- C. ATS will continue the Camera Systems at the previously agreed upon approaches. In addition to the current locations, the Parties may agree from time-to-time, by additional Work Orders(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- D. ATS shall obtain, at its sole expense, all required permits, licenses, and insurance required for the installation, maintenance and operation of the Camera System.
- E. ATS shall provide installation drawings stamped by a licensed civil engineer where the installation will not significantly alter roadway improvements or existing utilities. ATS work product and drawings shall conform to professional norms and reflect the details of installation work to be completed.
- F. ATS shall commence installation of new sites within fourteen (14) days after all approvals and required permits have been approved (the date all permits are approved shall hereinafter be referred to the "Approval Date"). The Approval Date shall be marked by the issuance of a signed letter from ATS to the City, stating that permits for a particular site or set of sites have been approved.
- G. ATS shall have all agreed-upon work completed and fully operational according to the work's agreed upon project schedule.
- H. ATS shall endeavor to hire local contractors for work associated with installation of cameras, etc.

5. OPERATION RESPONSIBILITIES - ATS.

- A. ATS will operate each Camera System on a twenty-four (24) hour basis, barring downtime for maintenance and normal servicing activities.
- B. ATS shall provide necessary training (to include "train the trainer") for persons designated by the City.

- C. At no additional cost, ATS shall develop and implement a Public Awareness Campaign according to ATS' proposal. This will include providing the content and design of public education materials, Web-site design, and assistance with media kick-off events, press releases and communications as specified in its response to the City's Request for Proposals. The content must have the approval of the City. All media related issues will be coordinated by the City.
- D. ATS shall maintain a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice Number and a PIN, which will allow violation image review.
- E. The Camera System shall be capable of continuous remote monitoring to determine proper operation. ATS shall perform remote status checks and camera monitoring at least twice daily. The Camera System must automatically notify appropriate ATS designated personnel of any system failure or other problem that would cause the Camera System to be inoperable. ATS will then be required to respond and repair any report of a malfunctioning system within twenty-four (24) hours of receiving notice. No existing traffic signal systems telemetry shall be used for conveyance of any Camera System information, reports, or failure notification.
- F. ATS normally shall provide technician site visits to each Stationary Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance. No ATS technician shall enter a traffic signal cabinet without the presence of a City Traffic Signal Technician.
- G. ATS shall repair a non-functional Stationary Camera System within seventy-two (72) hours of determination of a malfunction.
- H. ATS shall repair the Axis VPS system within one (1) business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.
- I. In those instances where damage to a Camera System or sensors is caused by negligence on the part of the City or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice the City for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

In those instances where any damage is caused by negligence on the part of ATS or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment at its sole expense.

J. New Sites.

- 1) Upon completion of installation of a new site, ATS shall perform an end-to-end test for each of the contracted approaches.
- 2) Upon completion of installation and testing of all contracted approaches, ATS shall notify the City that the system is ready for acceptance.
- 3) The City shall conduct an acceptance test in accordance with the RFP specifications.
- 4) Upon successful completion of the acceptance test, the City shall issue a certificate of acceptance.

6. OPERATION RESPONSIBILITIES - CITY.

A. Street Department.

- 1) The City will purchase, install and maintain red light camera warning signs as part of any future work orders approved by the City.
- 2) The City shall provide access to traffic signal phase and/or flashing beacon connections according to approved design. Only City Traffic Signal Technicians will perform wiring connections within the traffic signal cabinet to accomplish the red light camera installation.
- 3) The City may allow ATS to use existing street furniture and poles for the purposes of installing and operating its Camera Systems, according to approved design. A City Traffic Signal Technician must be present during installation for the Camera Systems on existing street furniture and poles at the intersections.
- 4) The City shall approve or reject ATS' submitted plans within twenty (20) working days of receipt. Where more than one (1) submittal is required by ATS to meet City of Spokane Standards, each corrected submittal by ATS shall restart a fifteen (15) working day review period.
- 5) The design and installation shall meet the most current City of Spokane Design Standards and Policies and be approved through the City's Engineering Services Department. All construction and installation shall be in accordance with the most current edition of the WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction" and the City of Spokane "General Provisions for Private Contracts".

- 6) The City shall process right of way use and pole attachment permit requests prepared by ATS in accordance with City established criteria. ATS shall be responsible for all applicable fees to process required permits unless waived by the City prior to application of the permits.
- 7) No open trenching at concrete intersections for conduit installations will be allowed. Any open trenching in other areas must follow City of Spokane guidelines and the City's Pavement Cut Policy.
- 8) ATS shall use only City of Spokane signal / lighting conduit from controller cabinet to the junction box that is nearest the signal controller cabinet.
- 9) ATS will not be allowed to use other City of Spokane conduit.

B. Police Department:

- 1) The Spokane Police Department shall process each potential violation in accordance with Washington State laws and City ordinances within three (3) business days of its appearance in the Police Review Queue, using Axis™ to determine which violations will be issued as Infractions or Notices of Violations. The City and ATS shall mutually agree on rejection criteria.
- 2) Police Department workstation computer monitors for infraction review and approval should provide a resolution of 1280 x 1024.
- 3) For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 4) The Police Department shall provide signatures of all authorized police users who will review events and approve infractions on forms provided by ATS.
- 5). The Police Department (~~((shall be the signatory on the issued infractions and violations))~~), through its officers, shall electronically sign the Notices of Infraction.
- 6) In the event that remote access to the ATS Axis VPN System is blocked by City network security infrastructure, the City Information Technology Department shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.
- 7) The Police Department shall cause to be mailed at least one (1) first-issued infraction or notice of violation per chargeable event. Each infraction or notice of violation shall be delivered by first class mail to the registered

owner within the statutory period. The Police Department shall also cause to be mailed subsequent infractions or notices to drivers identified in declarations of non-responsibility or by rental car companies. For mail not delivered due to address problems, ATS will mail the infraction or notice again if the U.S. Postal Service provides it with better information.

7. INFRACTION PROCESSING - ATS.

- A. ATS shall provide the City with access to ATS's automated web-based citation processing system (Axisis).
- B. ATS shall provide the City with access to ATS's automated web-based billing, payment and accounting system (BPA Link).
- C. ATS shall obtain in-state vehicle registration information necessary to issue infractions assuming that it is named as the City's agent and the state provides the registration data at no cost.
- D. Where obtainable, ATS shall provide out-of-state vehicle registration necessary to issue infractions at no cost to the City.
- E. ATS shall send a Notice of Hearing, within the time allowed by court rule, to all registered owners who elect to contest or mitigate their citation.
- F. ATS shall provide to the City, on a daily basis, a pdf file containing all Notice of Violations approved by the Spokane Police Department.
- G. ATS will designate rental car companies as registered owners. Notices of violation (not citations) shall initially be issued to rental car companies. ATS will issue citations to designated drivers if the rental car company identifies the driver. If the rental car company does not identify the driver within the time allowed by statute, ATS will issue a citation to the rental car company.
- H. ATS shall process all inbound transfer of liability forms and rental car driver identification forms, and ATS shall reissue a new notice to the identified party.
- I. ATS shall issue warning notices to violators for thirty (30) days at the outset of a new site.
- J. The Axisis™ system, which provides the City with the ability to run and print a report, shall include reports including, but not be limited to:
 - 1) Issuance Rate Report
 - 2) Location Performance Summary Report

- 3) Location Performance Detail Report
- 4) Violation Reject Report
- 5) Document Aging Report

ATS will work with the City to design other management reports that are descriptive of infraction, hearing and collection activity as requested.

- K. ATS shall provide the City with, or train a local expert witness, to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System.
- L. ATS shall provide a website and help line to help the City resolve any problems encountered regarding its ~~Red Light~~ Camera Systems and/or citation processing. The help line shall function during normal business hours.
- M. ATS shall provide violators with the ability to view violations online. Information and forms regarding affidavits of non-liability shall be provided online and the affidavits shall be directed to and processed by ATS/Axis.
- N. ATS shall commence collection actions and notify the Washington State Department of Licensing of registration suspensions (if authorized by legislation in the future) and other legal and customary means necessary to compel payment of unpaid infractions
- O. ATS shall operate an electronic payment portal for the purpose of accepting debit/credit card, electronic check (ACH) payments over the Internet. The fees, if any, for these transactions will be paid by the user through the application of a convenience fee.
- P. ATS shall receive all requests for hearings and shall schedule the hearings in Axis and shall be responsible for rescheduling hearings according to Court policy. After the hearing is scheduled, ATS shall send a Notice of Hearing the next business day. See Section 7-E above. Mailing costs will be at ATS' expense.
- Q. ATS shall process payments of infractions received by mail. ATS shall process payments of infractions made through ATS's website. See Section 7-0 above.
- 8. INFRACTION PROCESSING – CITY OF SPOKANE MUNICIPAL COURT.
 - A. The Municipal Court shall provide to ATS, on a weekly basis (or as otherwise agreed), an electronic file containing all infractions that have been adjudicated at the contested or mitigated hearings and the resulting disposition of the infraction.

- B. The Municipal Court shall provide a judge or hearing officer and court facilities to hear disputed citations
- C. The Municipal Court shall provide information to citizens regarding the disposition of citations that were contested or mitigated and adjudicated by a judge or hearing officer. Citizens who have questions about payments, disputes, or ATS or Axis technology will be referred to ATS's website and /or toll-free telephone numbers provided by ATS for that purpose.
- D. In the event that remote access to the ATS Axis VPN System is blocked by City network security infrastructure, the City Information Technology Department shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

COMPENSATION

1. PAYMENT.

- A. ATS shall submit requests for payment to the City for its services on a monthly basis. The payment request shall be accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of eligible expenses with copies of receipts and invoices. Invoices must show a breakdown of services provided and price for each.
- B. Payment by the City will be due thirty (30) days after receipt of the ATS' invoice. Requests for payment shall be made to:

Kim Claar, Accounting Clerk
 Spokane Police Department
 City/County Public Safety Building
 1100 West Mallon Avenue
 Spokane, Washington 99260.

2. CONTRACT PRICING. The pricing covers fixed and variable costs of the system installation, maintenance and operation.

Description of Pricing	Fee*
Red Light Camera System	
Flat Monthly Fee for each Red Light Camera – up to 4 lanes	\$4,600
Flat Monthly Fee for each Red Light Camera – 5 lanes (2 systems)	\$4,750
Fixed School Zone Speed System	
Fixed Site Speed Camera for School Zone Enforcement Fee includes a 4-lane site and up to 400 issued citations per month per camera per direction (payable each month through the calendar year, including summer break months)	\$4,750
Supplemental Fee for each citation issued over 400 citations per camera, per month (fee per citation issued)	\$5.00

* The above pricing is for cameras existing on November 13, 2018. If additional cameras are proposed during the term of the extension, the parties shall agree on the pricing to be applicable for the additional camera(s). Also, if the City, at a future date, is no longer required to be a signatory to the infractions, the parties agree to revisit the above pricing and negotiate revisions thereto in good faith.

3. SUPPLEMENTAL SERVICES. Delinquency Collections – Twenty- five percent (25%) of recovered revenue fee for collection services. Collections are defined as any ATS activities beyond the first two (2) notices.

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Planning and Developer Services and Washington State Department of Transportation (WSDOT)
Subject:	Street and Right of Way Vacations related to North Spokane Corridor
Date:	5-21-2018
Author (email & phone):	Louis Meuler (lmeuler@spokanecity.org) & 625-6096 Terrence Lynch – WSDOT (lynchte@wsdot.wa.gov) & 324-6189
City Council Sponsor:	None
Executive Sponsor:	None
Committee(s) Impacted:	Public Infrastructure, Environment, and 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)	Project information about the North Spokane Corridor including the history of the access hearing is available at: https://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm
Strategic Initiative:	North Spokane Corridor
Deadline:	Anticipated Council hearing in June, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Vacation ordinance approval after normal street vacation process and public notice.
Background/History: The streets and right of ways being vacated were identified and declared as needed for the North Spokane Corridor project. Vacating these streets now is needed to make room for re-locating the existing BNSF rail line to the west in 2019 to make room for constructing the freeway. Existing streets that carry traffic today will remain open for traffic until such time as they need to be closed for the BNSF rail realignment project in 2019.	
Executive Summary: <ul style="list-style-type: none"> • <i>Street vacation to support continued development of the North Spokane Corridor</i> • <i>See attached draft map for streets and right of ways being vacated.</i> 	
Budget Impact: None Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Coordination of North Spokane Corridor construction impacts with other utility service providers is on-going. Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	

US 395 - North Spokane Corridor
Planned Street Vacations
North of Spokane River



Street Vacations

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Unmanned Aircraft Systems Program for enhanced inspection of City of Spokane public works infrastructure.
Date:	May 28, 2018
Contact (email & phone):	Dan Kegley, dkegley@spokanecity.org , 625-7821
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
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)	An Unmanned Aircraft Systems Program supports Innovative Infrastructure regarding “Optimize Public Assets.”
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	An Unmanned Aircraft Systems Program will provide a safer and more efficient inspection tool for several elements of City Public Works infrastructure.
Background/History: <p>The City operates and maintains a vast amount of Public Works infrastructure that require monthly or more frequent inspection. Unmanned Aircraft System (UAS) technology has evolved to allow these devices to be used to inspect many municipal assets operated by Water, Sewer, Streets, and Solid Waste. Public Works recommends implementing a UAS Program to facilitate inspections/checks of many of their assets more quickly and safely than with direct personnel access.</p> <p>Anticipated benefits are faster and timelier inspections, fewer personnel injuries (especially in winter conditions and in difficult locations), reduced confined space entry risks, and less scaffolding and other access procedures. Utilizing UAS for inspection reduces the risk of physical damage to facilities such as bridges, water tanks, and CSO tanks. The technology provides photographic and other forms of documentation that would be more suitable and that current in-pipe cannot. Use of UAS will inform maintenance schedules and asset management to reduce capital expense.</p> <p>UAS would be operated by trained personnel and would supplement and/or replace current inspections, as applicable, and may enable new inspections that are not currently feasible. By enhancing current inspection tasks, such as of outfall pipes, tanks and reservoirs, bridges, etc., the City seeks to achieve greater value with current staff, optimize personnel to operate and maintain infrastructure, and allow for quicker assessment of problems, such as a plugged pipe.</p> <p>Operation of UAS is governed and certified by the Federal Aviation Administration. Certification involves specific FAA training, available in-house through the Spokane Fire Department, which already has a UAS Program. Training requires about 24 hours of class time, after which employees would take the FAA certification exam. Certificates are valid for two years, after which a re-certification class and exam are required. The Spokane Fire Department is qualified and available to provide UAS training. Start-up costs are estimated to be under \$15,000 for four UAS, including training and certification for employees, as follows: about \$5,000 for training, \$2,000 for certification, and \$5,000 for equipment and software. This cost may vary, depending on the scale and nature of its inspections. Whenever</p>	

possible equipment will be shared with all departments.

The service life of an unmanned aircraft is about five years. UAS teams of trained, certified employees, and clear policies and procedures, are established by each Department.

Funds to establish this Program will be from the 2018 operation budget. Program operation and maintenance will be funded within each Department's operating budget. Funding is available from Utility rates for Water/Wastewater, Solid Waste Collection and Solid Waste Disposal.

Non-technical aspects, such as additional insurance beyond the City's self-insured amounts, will be addressed with Legal and the Risk Management Departments. Human Resources, Civil Service, and the affected bargaining units have been engaged.

Timeline: Training in April 2018 and purchase of equipment soon after.

Executive Summary:

- Inspection/checking of infrastructure and facilities is a critical and time-consuming City function i.e. monthly inspection/checking of outfalls, reservoirs and other city facilities.
- Unmanned Aircraft Systems (UAS) technology can enhance such inspections.
- A UAS Program enables many inspections to be done faster and easier at less cost.
- Possibility of fewer injuries to personnel, especially in the winter and in difficult locations.
- Using UAS reduces the risk of physical damage to infrastructure and facilities.
- Training and FAA Certification is required; training available through the Fire Department.
- Estimated startup cost is under \$15,000.
- UAS Program is to be funded from 2018 operating budget.
- Risk Management, Legal, HR, and Bargaining Units are all involved in establishing the Program.
- UAS Program provides the opportunity to achieve greater value with current personnel.

Budget Impact:

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

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

If new, specify funding source: 2018 department budgets

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: Policies and Procedures have been developed by each Department

Known challenges: Have been addressed.

UNMANNED AIRCRAFT SYSTEMS PROTOCOL

CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

PURPOSE

Unmanned Aircraft Systems will only be used under the authority of a Public Works Department Director and only as needed for planned or unplanned inspection of City public works assets.

PROCEDURE

UASs will be deployed by Public Works Department Director-level personnel where their capability has the potential to improve the safety, timeliness, or quality of inspections of City public works assets.

- ✓ UASs will be safely stored and will be flown by qualified pilot(s) and observer(s).
- ✓ UASs will not be affixed to a building or structure.
- ✓ The Department Director will approve the management of the required FAA Program for use of UASs.
- ✓ Pilots will be selected by the Department Director with the desired priority of maintaining, at a minimum, six qualified pilots available to Public Works.
- ✓ Pilots will receive initial and ongoing training through an agreement with the Spokane Fire Department.

PUBLIC RECORD

- ✓ All UAS recorded footage will be archived and retained pursuant to the State Records Retention statute and regulations.
- ✓ Requests for copies of recorded footage will go through the City's GovQA portal.

RESOLUTION 2018 -

A Resolution permitting the use of unmanned aerial vehicles by the City's Public Works Department to enable enhanced inspection of City public works infrastructure and facilities.

WHEREAS, the City Public Works Department is required to inspect a vast amount of public works infrastructure and facilities on a monthly or more frequent basis; and

WHEREAS, Unmanned Aircraft Systems (UAS) have evolved sufficiently and can be used effectively to inspect water, sewer, streets and solid waste assets, facilities and infrastructure more quickly, safely, and efficiently than by direct City personnel access; and

WHEREAS, the use of UAS allow for better asset management and will help reduce future capital and operational expenses; and

WHEREAS, the use of UAS allow faster and timelier inspections, reduce employee injuries, reduce risk for confined-space entry, less use of scaffolding and other access procedures; and

WHEREAS, utilizing UAS technology for inspection reduces the risk of physical damage to facilities such as bridges, water tanks, and CSO tanks and provides photographic documentation that would not otherwise be available; and

WHEREAS, UAS will be operated only by trained personnel to supplement or replace current inspections and may allow inspections that are not currently feasible, which will result in greater value using current staff, optimize personnel to operate and maintain infrastructure, and allow for a quicker assessment of problems; and

WHEREAS, UAS operation will be governed and certified by the FAA, including specific FAA training through the SFD; and

WHEREAS, Public Works' operation of UASs are governed by Chapter 18.04 SMC, including prohibitions on the use of information obtained from Public Works' UASs for any type of surveillance activity beyond inspection of public works assets, facilities and infrastructure; and

WHEREAS, Public Works has reviewed the Council's directives in Chapter 18.04 SMC and has produced Protocols for Use of UASs by Public Works, which Protocols are attached.

NOW, THEREFORE, be it Resolved that the City Public Works Department is authorized to purchase and use Unmanned Aircraft Systems to assist the Public Works Department in the inspection and checking of City assets, infrastructure and facilities.

ADOPTED by the City Council this _____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Infrastructure, Environment, & Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Riverside Avenue – Monroe to Division Project Development
Date:	5/21/18
Contact (email & phone):	bblankenagel@spokanecity.org 625-6419
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)	Riverside Avenue project scope development discussion.
Background/History: Riverside Avenue was brought to the public in January with a public open house, online open house, and online survey open through the month of February. The results of the survey produced a “preferred alternative” which was shared with the Council in committee in March, and subsequently shared on the city website. The next step is to develop the preferred alternative into a design concept that can be moved to design. The concept will be shared with the public this summer, with further opportunity for feedback. The first opportunity to share the concept is during the “Week of Action” kickoff in Riverfront Park on May 21 st .	
Executive Summary: <ul style="list-style-type: none"> • The Preferred Alternative for Riverside is now under Concept Development • The concept will be shared with the public in May for further feedback <ul style="list-style-type: none"> ○ First opportunity is May 21st as part of the “Week of Action” 	
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, & Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Sprague Avenue Phase II Public Outreach Conclusion
Date:	5/21/18
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 – Alternatives Analysis
Background/History: Sprague Avenue Phase II will reconstruct the roadway and sidewalk between Bernard and Scott Streets. An online open-house and public survey were opened to the public through the month of April. An additional outreach was conducted via certified mailing to property and business owners, which will conclude May 15 th . The Decision Matrix with feedback from this outreach effort will be presented at this committee meeting.	
Executive Summary: <ul style="list-style-type: none"> • Sprague Avenue Phase II – Bernard to Scott <ul style="list-style-type: none"> ○ Online open-house and survey used through the month of April. <ul style="list-style-type: none"> ▪ Options included lane reconfiguration, parking, and sidewalk improvements. ○ Decision Matrix and Next Steps 	
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:	