The Spokane City Council’s Public Infrastructure, Environment and Sustainability Committee meeting will be held at **1:15 p.m. on January 28, 2019** 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 REVISED**

I. **Call to Order**

II. **Approval of minutes from December 17, 2018**

III. **Discussion Items**
   A. **Council Requests**
      1. Consent Items for Discussion
         i. [hidden]
      2. A Special Consideration to Council for the allocations of Lodging Tax Advisory Committee – Council Member Beggs (5 minutes)
      3. Sustainability Action Subcommittee Update [attached SAS Coordinator Job Description] – Council Member Beggs (5 minutes)
      4. Discussion on Climate Impact Research Consortium (CIRC) – Council Member Beggs (10 minutes)
      5. City Council Legislative Team – Capital Budget Requests, The Rail Safety Bill, Condo Liability, Military Benefits Zone, and Building Business Eco Systems Bill – Council Member Burk (10 minutes)

   B. **Staff Requests**
      1. WSDOT Presentation – Highway 195 (10 minutes)
      2. WSDOT Presentation – Metered Ramps (10 minutes)
      3. Vacation of Cataldo Avenue – Eldon Brown/Coffman Engineers (15 minutes)
      4. Post Street Bridge Project – Mark Serbousek (10 minutes)
      5. Green Area Right of Way Maintenance Special Budget Ordinance – Dan Kegley (10 minutes)
      6. Spokane County’s BUILD Grant along Geiger Blvd – Katherine Miller, Spokane County and West Plains PDA (10 minutes)
      7. Six-Year Street Program – Brandon Blankenagel (10 minutes)
      8. Bikeshare Policy Update – Brandon Blankenagel (10 minutes)
IV. **Strategic Plan Session – Council Member Beggs and Scott Simmons**
   - **Priority Strategy 1: Rapidly Accelerating Street Pavement Maintenance Projects**
     No report this meeting.
   
   - **Priority Strategy 2: Repurposing Public Property to Stimulate Private Investment**
     No report this meeting.
   
   - **Priority Strategy 3: Sustainable City**
     No report this meeting.

V. **Consent Items**
   1. Centennial Trail Interagency Cooperative Agreement
   2. Special Budget Ordinance for Associate Engineer for NSC Project
   3. Master Agreement with STA
   4. Euclid Avenue – North/South Corridor
   5. Purchase of Hydraulic Weld Shop Equipment
   7. Sole Source Resolution/Contract for Software Condensing Steam Turbine Generator Drive Package for the Waste to Energy Facility
   8. Sewer Bend Value Blanket Renewal
   9. Change Order for Clarke Avenue Sewer Force Main Construction
   10. Homeless Management Information System (HMIS) Capacity Building Project NOFA Application
   11. Parking Enforcement Contract Extension/Amendment
   12. Annual Encumbrance Carryover Ordinance

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*
February 25, 2019 1:15 p.m. in the Council Briefing Center

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**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 msteinholfson@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.
Background/History: The LTAC is designed to promote tourism, facility usage, cultural activities and growth. Pursuant to RCW 67.28.1817, Spokane’s LTAC grant funding is derived from the City’s share of lodging (hotel) sales taxes (bed/head nights). The grant money comes from the City’s share of taxes on overnight stays within City limits. The LTAC Committee reviews grant applications and recommends to the City Council which applicants should receive funding. 2019’s allocation amount was set at $116,000. Allocated funds will help the future planning of the City’s events and attract more visitors and economic opportunity to the City of Spokane.

Executive Summary:
- Provide details in bullet format

Budget Impact:
TOTAL COST:
Approved in current year budget? Yes No N/A
Annual/Reoccurring expenditure? Yes No N/A
If new, specify funding source:
Other budget impacts: neutral budget impact of $116,000

Operations Impact:
Consistent with current operations/policy? Yes No N/A
Requires change in current operations/policy? Yes No N/A
Specify changes required:
Known challenges/barriers:
Committee Overview

• Designed to promote tourism, facility usage, cultural activities and growth

• Grant funding is derived from the City’s share of lodging (hotel) sales taxes (bed/head nights)

• Committee reviews grant applications and recommends to the City Council with applicants should receive funding

• 2019 allocation amount $116,000
Committee Membership

- Spokane City Council Member Breean Beggs
- Dan Zimmerer, Davenport Hotels
- Dean Feldmeier, Hilton DoubleTree Spokane
- Marshall Powell, Elkfest
- Jamie Rand, Visit Spokane
<table>
<thead>
<tr>
<th>Group/Event</th>
<th>Request</th>
<th>Final Allocation</th>
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</thead>
<tbody>
<tr>
<td>EWU - Get Lit! Festival</td>
<td>$15,000</td>
<td>$8,400</td>
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<tr>
<td>Gathering at the Falls Powwow</td>
<td>$10,000</td>
<td>$4,200</td>
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<tr>
<td>Jason Crawford Memorial Youth Wrestling Tournament</td>
<td>$11,048</td>
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<tr>
<td>Northwest Bach Festival</td>
<td>$17,000</td>
<td>$15,000</td>
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<tr>
<td>Pig Out in the Park</td>
<td>$5,000</td>
<td>$2,900</td>
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<tr>
<td>Spokane Culinary Arts Guild - Our Side Hospitality Summit</td>
<td>$22,500</td>
<td>$9,400</td>
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<tr>
<td>Spokane Lilac Festival</td>
<td>$25,000</td>
<td>$15,000</td>
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<tr>
<td>Spokane Sports Commission</td>
<td>$17,500</td>
<td>$12,000</td>
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<tr>
<td>Spokane Symphony Holiday Bliss Concert Series</td>
<td>$50,000</td>
<td>$100,000</td>
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<tr>
<td>Visit Washington</td>
<td>$0</td>
<td>$0</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$262,548</strong></td>
<td><strong>$116,000</strong></td>
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</table>
Sustainability Action Subcommittee Coordinator
Part-time project position, year-round (employee or personal services contract)

Nature of Work: This position is responsible for staffing the Sustainability Action Subcommittee (SAS) of the Spokane City Council’s Public Infrastructure, Environment and Sustainability (PIES) Committee.

Supervision: The Sustainability Action Subcommittee Coordinator reports to the City Council through the Chair of the PIES Committee. As the SAS becomes more established, the employee is expected to operate in a more independent manner with direct reporting to the SAS and periodic reports to the PIES Committee.

Essential Functions:
• Plan and coordinate SAS meetings with assistance from the subcommittee’s chair
• Assist in conducting research on specific language items in updating the Sustainability Action Plan as requested by the SAS
• Take notes and complete minutes of SAS meetings
• Give periodic briefings to City Council through the PIES Committee, Study Sessions or Administrative Reports, on the progress of the SAS with assistance from the City Council liaison to the subcommittee
• Serve on subcommittees as assigned
• Present to the public on the progress of the SAS as necessary
• Write and disseminate media releases, letters, reports and other material at the direction of the SAS or City Council
• Manage content of SAS website and social media pages
• Assist in recruiting members, community partners and subject matter presenters
• Maintain, develop and refine filing systems and procedures

Requirements of Work:
• Knowledge of the City’s 2011 Sustainability Action Plan
• Strong writing skills and ability to perform complex analysis
• Ability to organize, plan and monitor committee project work
• Familiarity with academic, legislative, and best practice research and trends in sustainability
• Knowledge of developing administrative policies and procedures
• Familiarity with local individuals interested in applied sustainability

Minimum Education and Experience: A Bachelor’s Degree, experience in applied sustainability and managing project work.

Code of Ethics: Per SMC 3.07.230, all employees in this position are required to be in compliance with the Code of Ethics SMC 1.07.
**Briefing Paper**  
*(Public Infrastructure, Environment and Sustainability Committee)*

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Developer Services Center</th>
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</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Vacation of Cataldo between Howard and Washington &amp; portions of Dean</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>January 28, 2019</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>Eldon Brown (<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a>) 625-6305</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td>Carly Cortright</td>
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<tr>
<td><strong>Executive Sponsor:</strong></td>
<td>Carly Cortright</td>
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<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>Public Infrastructure &amp; Environmental Sustainability</td>
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<tr>
<td><strong>Type of Agenda item:</strong></td>
<td>☑ Consent  ☐ Discussion  ☐ Strategic Initiative</td>
</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.</td>
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**Strategic Initiative:**

**Deadline:**

**Outcome:** (deliverables, delivery duties, milestones to meet) | Precedes taking this application to a public hearing before City Council |

**Background/History:**

The property owner would like to vacate right-of-ways in order to build a sportsplex.

**Executive Summary:**

- Please see attachments from right-of-way vacation applicant.

**Budget Impact:**

- Approved in current year budget? Yes ☐ No ☑ N/A
- Annual/Reoccurring expenditure? Yes ☑ No ☐ N/A
- If new, specify funding source: 
- Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating

**Operations Impact:**

- Consistent with current operations/policy? Yes ☑ No ☐ N/A
- Requires change in current operations/policy? Yes ☐ No ☑ N/A
- Specify changes required: 
- Known challenges/barriers:
Public Right-of-Way Vacation
City of Spokane PIES Committee
Project Overview
January 14, 2019

Contributions From:
Spokane Public Facilities District | Lydig Construction | Integris Architecture | Coffman Engineers
Spokane Sports Commission | Jim Kolva Associates | Morrison-Maierle | Land Expressions
Executive Summary

The Spokane Regional Sportsplex is a proposed multi-purpose event venue with a capacity to seat 3,500 spectators and will be designed with maximum flexibility to accommodate a wide variety of sports and events including track and field, volleyball, basketball, wrestling, gymnastics, roller derby, boxing, fencing, weightlifting, and other community programs. The facility will be owned and operated by the Spokane Public Facilities District, with the Spokane Sports Commission responsible for the sales, marketing, and scheduling of the facility. The Sportsplex allows Spokane to be competitive on a global and national level for hosting major championship events and will also allow opportunities for local tournaments to grow and when not booked, be scheduled for community programming and practices for local sports groups.

The Sportsplex site is generally located adjacent to the north edge of Riverfront Park, east of Howard Street and the Spokane Arena, south of Dean Avenue and the existing PFD parking facilities, and west of Washington Street. Due to the parcels available for this site and the size of the facility needed for programming, a public right-of-way vacation will be required for a section of Cataldo Avenue and a partial vacation of Dean Avenue between Howard Street and Washington Street.

The Cataldo vacation will require the construction of cul-de-sacs on the east and west sides of the Sportsplex to maintain access to each neighboring property and to allow for public turnarounds. The Cataldo vacation will eliminate through vehicle traffic from Howard to Washington along Cataldo. The partial Dean vacation will maintain vehicular traffic in both directions, narrowing the right-of-way for a portion of Dean. A traffic impact analysis for the subject site and Cataldo Avenue street vacation confirmed the Sportsplex can be developed as proposed without significantly impacting City of Spokane street capacities.

The proposed siting of the Sportsplex satisfies a variety of City of Spokane Comprehensive Plan goals. The right-of-way vacation facilitates the development and its associated public benefits include, but are not limited to, the following:

- Independent studies estimate the Sportsplex will generate an economic impact of $33M annually in direct spending from sports-tourism, translating to over $800K in additional local tax revenues.
- The Sportsplex will provide and enhance public views of the Spokane River and Riverfront Park.
- The facility will infill numerous vacant or abandoned properties as part of the continued investment in the North Bank area of downtown Spokane and improve the aesthetics of the neighborhood.
- The project will upgrade pedestrian connectivity and develop a primary pedestrian corridor from the existing PFD parking lot to the north end of Riverfront Park.
- The Sportsplex site strategically places the proposed facility in a location that compliments Spokane’s other event, entertainment, and recreation facilities in the downtown core.
- The facility uses under-utilized, existing parking in the PFD lots north of Dean Avenue.
- The Sportsplex provides recreational opportunities for local and out of town athletes and can be utilized for a wide variety of recreational and community programs.
- The development will provide jobs in the downtown core, both at the facility itself and by supporting nearby service industries.
- The vacation of Cataldo will help address safety issues that occur at the Cataldo/Washington intersection by redirecting eastbound traffic to Dean or Boone.
Project Overview

Multi-Purpose Event Venue
The Spokane Regional Sportsplex is a proposed multi-purpose event venue with a capacity to seat 3,500 spectators and an approximate size of 135,000 square feet. The facility will be designed with maximum flexibility to accommodate a wide variety of sports and events including track and field, volleyball, basketball, wrestling, gymnastics, roller derby, boxing, fencing, weightlifting, and other community programs.

The facility will be owned and operated by the Spokane Public Facilities District (PFD). The current construction cost is estimated at $32M. A unique financing plan has been developed that brings together in partnership the PFD, State of Washington, the City of Spokane, Spokane County, and the Hotel/Motel Association to fully fund the project. By utilizing an existing State sales tax rebate, lodging taxes, PFD reserves, and a one-time contribution from the City of Spokane, the project will have the funds to construct and operate the facility without an increase in local taxes.

The Spokane Sports Commission will be responsible for the sales, marketing, and scheduling of the facility. Once constructed, operations and maintenance will be funded through revenue generated by events, rental fees, concessions, ticket sales, private sponsorships, and through a hotel/motel tax already paid by visitors to our community.

World-Class Tournament Facility
The Sportsplex allows Spokane to be competitive on a global and national level for hosting major championship events. With its marquee feature being a 200-meter, banked indoor track, it will be a unique indoor sports facility and the only venue of its kind on the west coast. It will attract major events in a variety of sports that have not been hosted previously in our region and help Spokane establish itself as a premier destination in the worldwide sports movement.

Independent studies estimate the Sportsplex will generate an economic impact of $33M annually in direct spending from sports-tourism. This translates to over $800K in additional local tax revenues, which can be used for an array of public services and reduce the tax burden on local citizens.

Local Programming
Currently, the demand for existing indoor facilities in our community exceeds scheduling parameters, leaving little room for local program growth. The Sportsplex provides opportunities for local tournaments to grow and when not booked, it can also be scheduled for community programming and practices for local sports groups.
Project Location / Right-of-Way Vacation

Project Location
The Sportsplex site is generally located adjacent to the north edge of Riverfront Park, east of Howard Street and the Spokane Arena, south of Dean Avenue and the existing PFD parking facilities, and west of Washington Street. Refer to the site exhibits for additional information. This exceptional site strategically places the proposed facility in a location that compliments Spokane’s other event, entertainment, and recreation facilities in the downtown core.

The site provides convenient connectivity to an abundance of existing parking, other PFD facilities, and several downtown amenities. This prime location allows athletes and their fans to access downtown hotels, restaurants, shopping, entertainment, and Riverfront Park. This unique downtown site is uncommon in many cities, giving Spokane a significant marketing advantage when presenting proposals to host championship events.

For local programs, the site is centrally located and expands the overall urban experience in our community. Being adjacent to Riverfront Park and downtown, this affords local users of the Sportsplex to take advantage of a broader experience throughout the year.

Right-of-Way Vacation
Due to the parcels available for this site and the size of the facility needed for programming, a public right-of-way vacation will be required for a section of Cataldo Avenue and a partial vacation of Dean Avenue between Howard Street and Washington Street. Refer to the vacation exhibit for additional information.

The Cataldo vacation will require the construction of cul-de-sacs on the east and west sides of the Sportsplex to maintain access to each neighboring property and to allow for public turnarounds. The Cataldo vacation will eliminate through vehicle traffic from Howard to Washington along Cataldo. The partial Dean vacation will maintain vehicular traffic in both directions, narrowing the right-of-way for a portion of Dean. The narrow right-of-way will still comply with the City’s requirement of maintaining a 50-foot ROW width, with 12-foot wide sidewalks on both sides and a 26-foot wide road. In conjunction with this narrowed section, the Sportsplex will also provide a designated drop off lane to allow for safe pedestrian drop off without interfering with traffic operations.

Public Benefits

The vacation of Cataldo facilitates the development of the Sportsplex and its associated public benefits. The following is a summary of public benefits that are further described with other sections in this document:

- Generates Economic Impact
- Enhances Nature Views
- Provides Infill Development
- Upgrades Pedestrian Connectivity
- Compliments Downtown Event, Entertainment, and Recreation Opportunities
- Utilizes Existing Parking
- Improves Aesthetics of Neighborhood
- Promotes Tourism and Recreation
- Supports Job Growth
- Redirects Traffic Away from Unsafe Cataldo/Washington Intersection
Parking

The location of the Sportsplex allows for the use of ample existing parking for participants and spectators. The PFD conducted a parking survey when the concept of a Downtown Stadium was initially proposed in the summer of 2018. There are seven total lots associated with the existing Arena and PFD, totaling 1,963 stalls. Studying the parking history of the Spokane Arena, Parking Lots “D” and “E” are the last two lots to be fully utilized during Arena events, and only on sold-out shows do guests use those lots. Refer to the attached Spokane Arena Parking exhibit for additional information.

These existing PFD / Arena parking lots north of Dean Avenue will be utilized as the primary parking for the Sportsplex facility. There are 775 parking stalls provided within these lots, not including the ADA accessible parking near the STA transit stop on Boone Avenue.

The Sportsplex is intended to primarily be a participant venue, rather than a spectator venue, and most participants will arrive via bus or shuttle from local hotels. The parking inventory has continued to increase since the study was conducted with the addition of the Wonder, LLC parking garage at the corner of Lincoln and Mallon along with other developers working to improve parking capacity in the vicinity of the Sportsplex.

Additional design considerations will be made for ADA accessible parking, staff parking, fire department and emergency services access, refuse and service truck loading areas, and bicycle parking.

The partial vacation of Dean Avenue will require the loss of on-street parking for much of the partially-vacated block. This includes the removal of approximately 33 parking meters. The vacation of Cataldo Avenue will require the loss of on-street parking in the proposed cul-de-sacs and at the Sportsplex location. The vacation includes the removal of approximately 26 parking meters. Approximately 10 parking meters will likely remain.

Traffic / Access

Traffic Study
A recent traffic study prepared for the PFD and City of Spokane by Morrison Maierle dated November 2018 concludes street and intersection capacity is largely available to accommodate the Sportsplex proposal, even with a concurrent Arena event (or some other comparable event). The traffic impact analysis for the subject site and Cataldo Avenue street vacation confirmed the Sportsplex can be developed as proposed without significantly impacting City of Spokane street capacities. Only the need for event coordination with the planning of traffic controls for highly attended events is recommended. The plan for event traffic control is further described below.

The vacation of Cataldo will also help address the safety issues that occur at the Cataldo/Washington intersection by redirecting eastbound traffic to Dean or Boone. Safety concerns associated with the intersection are due to sight distances being limited by horizontal and vertical curves, as well as a lack of turning capacity at the intersection. The study concludes street vacation can occur without overtly compromising the vehicle mobility of the public.
Event Traffic Control / Spokane Police Department
The PFD / Spokane Arena and the Spokane Police Department (SPD) work closely together and in agreement to mitigate ingress and egress traffic congestion in and around the facility during most events. The Arena staff communicates with the police department on a regular basis with updates on the event schedule in the building. The SPD receives daily reports regarding sold ticket counts to monitor expected crowd size and related automobile traffic. When the expected attendance of an event at the Spokane Arena surpasses 8,000 attendees, the SPD identifies the program as a Class I event and mobilizes at least four and up to eight uniformed officers and a supervisor to provide traffic control. Upon completion of ingress, the officers remain on-site to patrol the function inside the Arena. We expect similar efforts will continue with Arena events or in the situation where the possible combination of Arena and Sportsplex events together surpass the thresholds noted above (although overlap of large Arena and Sportsplex events is not anticipated).

Fire Department
The design team has met with the Spokane Fire Department multiple times to discuss strategies regarding fire access for the area associated with the Sportsplex. The site and building design will provide fire access to meet the appropriate codes, including aerial apparatus, as well as the required fire suppression upgrades.

Comprehensive Plan
The design and construction of the Sportsplex at the proposed location fulfills numerous City of Spokane Comprehensive Plan goals. Other locations were explored as a part of the due diligence process by the PFD and design team. These alternate locations did not provide the extent of benefits when compared with the current proposed location and did not align as well with the goals of the Comprehensive Plan. The proposed location of the Sportsplex detracts from Comprehensive Plan goal (LU 4.5), but fulfills many other significant goals.

As previously noted above, a public right-of-way vacation will be required for a section of Cataldo Avenue and a portion of Dean Avenue between Howard Street and Washington Street. The vacation of Cataldo Avenue detracts from Comprehensive Goal LU 4.5 – Block Length:

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access.

In response to this goal, vacating Cataldo does not create block lengths in excess of 660 feet. The partial vacation of Dean will also allow for traffic calming measures to be implemented by utilizing a narrower width. Two-way vehicular traffic will remain available on Dean Avenue. Additionally, vacating Cataldo will produce fewer trips from (west) Cataldo at the intersection of Washington, which is known to be a complicated and unsafe intersection to navigate for both vehicles and pedestrians.

The proposed siting of the Sportsplex satisfies a variety of Comprehensive Plan goals, including but not limited to the following:
LU 5.4 – Natural Features and Habitat Protection &
NE 15.1 – Protection of Natural Aesthetics

Goal Summary: Ensure development is accomplished in a manner that protects significant natural features and wildlife habitat, including steep slopes. Protect and enhance nature views, natural aesthetics, sacred areas, and historic sites within the growing urban setting.

Achievement: The Sportsplex design will provide and enhance exquisite views of the Spokane River, Canada Island, downtown, and the proposed North Bank improvements in Riverfront Park. The design also interacts with the existing basalt cliff and encourages interaction with the natural features of the adjacent park.

LU 5.5 – Compatible Development &
DP 2.12 – Infill Development

Goal Summary: Promote well-designed infill projects that fit the context of the surrounding areas.

Achievement: The Sportsplex project will infill numerous vacant or abandoned properties and turn a neglected neighborhood into a world class recreation center.

TR 1 – Transportation Network for All Users:

Goal Summary: Design the transportation system for all users, maximizing innovation, access, choice, and options across the four seasons for pedestrians, bicycles, emergency vehicles, transit, freight, and motor vehicles.

Achievement: The Sportsplex project maintains vehicular, bicycle, pedestrian, and transit routes along Dean Avenue and creates inviting pedestrian destinations. The east-to-west pedestrian connections existing on Cataldo Avenue are maintained by creating pedestrian pathways east-to-west along the south side of the building. A primary pedestrian corridor will also be developed from the existing PFD parking lot, along the west side of the Sportsplex, with an outlet at the north end of the promenade that runs through Riverfront Park to downtown.

TR 11 – Transit Operational Efficiency

Goal Summary: Accommodate and promote STA’s improvement projects and maintain their service areas.

Achievement: The partial vacation of Dean Avenue does not impact the serviceability of the Plaza/Arena Shuttle (Route 11).

TR 18 – Parking &
DP 2.13 – Parking Facilities Design

Goal Summary: Develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired; develop shared parking strategies.

Achievement: The Sportsplex project does not produce an excess of additional parking lots, but rather uses under-utilized, existing parking in the PFD lots north of Dean Avenue. Refer to the previously noted information on parking for additional information.
ED 1.1 – Economic Development Programs &
ED 1.3 – Economic Development Progress

Goal Summary: Work with regional jurisdictions and community economic development organizations to promote economic development.

Achievement: The Sportsplex is a product of the City of Spokane, Spokane Public Facilities District, Spokane Sports Commission, and numerous other jurisdictional and economic development entities working together to boost the local and state economies through the attraction of visitors to our community.

ED 3.10 – Downtown Spokane &
N1.1 – Downtown Development

Goal Summary: Promote downtown Spokane as the economic and cultural center of the region.

Achievement: The Sportsplex will draw visitors to Riverfront Park and downtown, supporting the goal of economic growth. The Sportsplex site strategically places the proposed facility in a location that compliments and adds to Spokane’s other event, entertainment, and recreation facilities in the downtown core.

ED 8.3 – Recreation and Tourism Promotion

Goal Summary: Promote the region’s outdoor amenities, recreational opportunities, and tourism.

Achievement: The Sportsplex provides recreational opportunities for local and out of town athletes and spectators and can be utilized for a wide variety of recreational programs. The Sportsplex is designed with direct pedestrian connectivity to Riverfront Park, promoting our community’s outdoor amenities throughout the park, as well as along the river and Centennial Trail. The Spokane Sports Commission will promote the Sportsplex to recruit events and bring tourism dollars to our community.

DP 4.1 – Downtown Residents and Workers

Goal Summary: Encourage investments and create opportunities that increase the number of residents and workers in downtown.

Achievement: The Sportsplex will provide jobs in the downtown core, both at the facility itself and by supporting nearby service industries. The Sportsplex is part of a continued investment in the North Bank area of downtown Spokane, along with other current projects like the Riverfront Park redevelopment and the Wonder Building renovation.

Street Development Standards

Dean and Cataldo are considered Type IV “Neighborhood Streets” under the Complete Street designations (Downtown Design Standards).

The proposed partial vacation of Dean will reduce the right-of-way width, but will provide 12-foot wide sidewalks on each side, as well as 13-foot wide vehicular and transit lanes. A drop off lane is also planned on the south side of the street to provide safe drop off access to the Sportsplex. This portion of Dean Avenue is currently listed under the Pedestrian Master Plan as a “highest priority” pedestrian street for infilling missing sidewalks. Traffic calming and pedestrian safety measures, such as curb bump-outs at well-lit crossings, will be featured in the proposed design.
Though a portion of Cataldo will be completely vacated, pedestrians may still cross in the east-to-west direction in safe, well-lit conditions south of the Sportsplex building with a direct connection to Riverfront Park. Paved pathways, plazas, and overlook features will be incorporated into the design to create an attractive pedestrian experience with views of the North Bank park upgrades and the Spokane River. This is a major improvement over the current pedestrian experience on Cataldo Avenue. This portion of Cataldo Avenue is considered a “low priority” pedestrian street for infilling sidewalks (though portions of sidewalk are currently missing on Cataldo).

The vacation of Cataldo Avenue includes two cul-de-sacs for vehicle maneuvering and turnarounds. Access to adjoining parcels with a full-width sidewalk is maintained at each cul-de-sac. The addition of these cul-de-sacs requires review by the Director of Engineering Services but is allowed under the Spokane Municipal Code 17G.010.030-P.

Utilities

The design team will work with the City of Spokane to modify sewer and water mains located in Cataldo. A new sewer manhole will need to be installed to the west of the Sportsplex in Cataldo. We anticipate water mains may potentially need to be looped between Cataldo and Dean along the east and west sides of the Sportsplex. The water and sewer mains located in Dean should be able to be maintained in the current location.

The existing City of Spokane storm water management system for both Cataldo and Dean can continue to be utilized for the roads and should not be impacted by the Sportsplex development.

Power located in Cataldo will need to be modified in coordination with the Sportsplex development. A portion of the natural gas in Dean may need to be modified in coordination with the proposed improvements. The design team will coordinate with the utility purveyors to comply with their requirements.

Community Outreach for Vacation

The PFD and their representatives have started outreach efforts to discuss the Sportsplex development and the associated right-of-way vacation with various groups in the community. These efforts are ongoing, and we anticipate will consist of meeting with neighboring property owners along Cataldo and Dean, the appropriate neighborhood councils, regulatory agencies such as the City of Spokane, Spokane Parks and Recreation, organizations such as Hoopfest, and City Council members.

PFD representatives plan on contacting the five property owners along Cataldo between Howard and Washington, as well as the four property owners along Dean. The contact will consist of a personal interview with the property owners or property managers. If a personal connection is not possible, contact will be made by telephone.

PFD representatives will also arrange presentations with Q & A at neighborhood council meetings. Since the project is within the Riverside Neighborhood, we have a meeting scheduled for the third Tuesday in February with that council. Although we are not within the Emerson-Garfield neighborhood, Boone Avenue is the boundary and it is possible that spill-over parking could reach into that neighborhood for larger events, so we will attempt to meet with their neighborhood council to discuss the project with them.
We will continue discussions and meetings with governing regulatory agencies and utility purveyors, including the City of Spokane. We’ve had several meetings with Spokane Parks and Recreation and their representatives to discuss the design of the project and to coordinate the interface between the north edge of the park and the south edge of the Sportsplex to ensure the two projects compliment each other. The PFD will also facilitate meetings with key community partners like Hoopfest to solicit their input regarding the development.

Finally, we can meet with individual City Council members if desired. Candace Mumm and Karen Stratton represent the district in which the Sportsplex is sited. Based on our planned meetings, we can determine if additional community members should be contacted.
**Briefing Paper**

**Public Infrastructure, Environment and Sustainability Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works – Water/Wastewater</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Green Area Right of Way Maintenance</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>January 28, 2019</td>
</tr>
<tr>
<td><strong>Author (email &amp; phone):</strong></td>
<td>Dan Kegley (<a href="mailto:dkegley@spokanecity.org">dkegley@spokanecity.org</a>  625 7840)</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td>Scott Simmons</td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>P.I.E.S.</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
<td>☐ Consent  ☑ Discussion  ☐ Strategic Initiative</td>
</tr>
</tbody>
</table>

**Alignment:**

| **Strategic Initiative:** | Innovative Infrastructure – Sustainable Resources |

**Deadline:**

| **Outcome:** (deliverables, delivery duties, milestones to meet) | Approval of Special Budget Ordinance to provide budget for green area right of way maintenance staffing, equipment and supplies. |

**Background/History:**

The Green Area Right of Way Maintenance program will provide a consistent level of upkeep throughout the City’s right of way and City owned property. There are 473 sites totaling 642 acres that been identified to be maintained at a consistent level of service. In 2016, an inventory of stormwater swales, stormwater facilities and aesthetic elements within Centers and Corridors was identified, a level of service was applied for various types of landscape and was sent out to bid. The low bid received was much higher than expected, at over $1.9 million per year.

After reevaluating the project it was determined that City staff would be able to complete this yearly work with additional staff, equipment and supplies. Total increase to the program budget of $458,186 by Special Budget Ordinance.

**Executive Summary:**

- Comprehensive management for maintaining green areas within City right of way has been developed.
- 473 sites totaling 642 acres of green area including stormwater, facilities, economic areas and approximately 357,224 lineal feet sidewalks have been identified for maintenance needs.
- Additional staff along with temporary seasonal staff and equipment will allow the Water Department to complete this work at a substantially lower cost than the lowest bid received.

**Budget Impact:**

- Approved in current year budget? ☐ Yes  ☐ No
- Annual/Reoccurring expenditure? ☑ Yes  ☐ No
- Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**

- Consistent with current operations/policy? ☐ Yes  ☐ No
- Requires change in current operations/policy? ☐ Yes  ☐ No
- Known challenges/barriers:
ORDINANCE NO __________

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Water Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>4100-99999</td>
<td>4100-42450</td>
<td>Water Fund 99999-28810 Unappropriated Reserves</td>
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<td>Water Fund 34145-05010 Laborer I (from 0 to 1 positions)</td>
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<td>Water Fund 94000-56401 Vehicles</td>
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<td>Water Fund 34145-54551 Advertising</td>
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Total $458,186

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase funding for the Green Area Right of Way Maintenance Program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council ____________________
Council President

Attest:________________________________________

City Clerk

Approved as to form:________________________________________

Assistant City Attorney

_________________________  _____________________________
Mayor  Date

_________________________
Effective Date
Briefing Paper
Public Infrastructure, Environment and Sustainability

<table>
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<tr>
<th>Division &amp; Department:</th>
<th>Public Works and Utilities; Integrated Capital Management</th>
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<tbody>
<tr>
<td>Subject:</td>
<td>Federal BUILD Grant for Geiger Blvd</td>
</tr>
<tr>
<td>Date:</td>
<td>January 28 2019</td>
</tr>
<tr>
<td>Author (email &amp; phone):</td>
<td>Katherine Miller, <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a>, 625-6338</td>
</tr>
<tr>
<td>City Council Sponsor:</td>
<td></td>
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<tr>
<td>Executive Sponsor:</td>
<td>Scott Simmons</td>
</tr>
<tr>
<td>Committee(s) Impacted:</td>
<td>PIES</td>
</tr>
<tr>
<td>Strategic Initiative:</td>
<td>West Plains PDA</td>
</tr>
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Background/History:
Spokane County Submitted a BUILD grant for the reconstruction of Geiger Blvd between the Medical Lake and Grove Road/Geiger Interchanges. This was a joint application between the County, WSDOT and the City of Spokane. The City of Spokane participated in this grant application by including both sewer and water improvements along with the roadway reconstruction of Geiger Blvd that extends within City limits (approximately ¼ mile from Electric Avenue to the Grove Rd/Geiger Interchange). The County’s joint application was selected to receive Federal BUILD grant funds. The County will be the lead agency for these BUILD grant. Between all three agencies, $44.7 Million of proposed work was submitted with a request for $14.5 Million in BUILD grant funds. All three agencies have included matching funds towards the grant funding. The City’s portion will not exceed $1 Million. The County is prepared to provide a brief overview of the joint application at the January 28th PIES meeting to review the application and answer any questions.

Executive Summary:
- A joint application between Spokane County, WSDOT and the City of Spokane was submitted for Federal BUILD grant funding.
- The joint application was selected for funding.
- A total project cost of $44.7 Million was submitted with a $14.5 Million request for BUILD grant funds.
- The application was selected for award and the County will be the lead agency.
- The City’s portion of the work includes sewer and water improvements as well as roadway reconstruction within City limits.
- The City’s matching funds will not exceed $1 Million.
- 851 applications were submitted and this joint application is 1 of the 92 that were selected to receive funding.

Budget Impact:

<table>
<thead>
<tr>
<th>Approved in current year budget?</th>
<th>Yes</th>
<th>X No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual/Reoccurring expenditure?</td>
<td>Yes</td>
<td>X No</td>
</tr>
</tbody>
</table>

Specify funding source:

Operations Impact:

| Consistent with current operations? | X Yes | No |
| Requires change in current operations? | X Yes | No |

Specify operations change:
Spokane River Centennial Trail
Interagency Cooperative Agreement
Amended

Washington State Parks and Recreation Commission
   City of Spokane
   Spokane County
   City of Spokane Valley
   City of Liberty Lake
THIS AGREEMENT, is made and entered this day________ of ________, 2018, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260 ("COUNTY") and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Fall Boulevard, Spokane Washington 99201 ("CITY"), the City of Spokane Valley, a municipal corporation of the State of Washington, having offices for the transaction of business at 11707 E Sprague Avenue, Spokane Valley, WA 99206 ("SPOKANE VALLEY"), the City of Liberty Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 East Country Vista Drive, Liberty Lake, Washington, 99019 (“LIBERTY LAKE”), and Washington State Parks and Recreation Commission, having offices for the transaction of business at 1111 Israel Road, P.O. Box 42650, Olympia, WA 98504 (“COMMISSION”). Collectively, the COUNTY, LIBERTY LAKE, CITY, SPOKANE VALLEY and the COMMISSION are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES are owners of land within or adjacent to the Spokane River Centennial Trail ("Trail") corridor as described in Section 3 of this Agreement; and

WHEREAS, the Spokane River corridor is ecologically important, has significant potential for interpretive purposes, provides outstanding scenic beauty, tranquil surroundings and valuable historic and prehistoric features, is uniquely held in public ownership for the more than 39 miles of its length, is the common thread that links governments, communities and neighborhoods together, and has, for many thousands of years, been the corridor for commerce in the area and provides significant recreational opportunities; and

WHEREAS, the PARTIES desire to provide for the development and operation of a multi-purpose trail system within the intent and authority of RCW 79A.05.030 and RCW 39.34.030 (2); and

WHEREAS, the PARTIES agree that the primary development objective should be to preserve the river environment and provide facilities for public access, recreation, education and ecological and historic interpretation; and
WHEREAS, the COMMISSION is authorized under RCW 79A.05.030 and RCW 39.34.030 (2) to cooperate with the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY in accomplishing the program herein referred to and to enter into this agreement to that end; and

WHEREAS, the COMMISSION at its May 19, 1989 meeting authorized the Director or designee to enter into a long-term cooperative agreement with multiple governmental entities for the development and operation of the Spokane River Centennial Trail corridor (Trail); and

WHEREAS, the PARTIES agree that the Trail can most advantageously be managed by the Commission with shared operation, maintenance and law enforcement responsibilities;

WHEREAS, LIBERTY LAKE’s existing municipal boundaries are located adjacent to a sizable stretch of the Spokane River Centennial Trail corridor and LIBERTY LAKE has expressed a desire to contribute to the care and maintenance of the Trail through becoming a voting member of the Coordinating Council,

WHEREAS, the PARTIES wish to further amend said Spokane River Centennial Trail Agreement as set forth below.

NOW THEREFORE, in order for LIBERTY LAKE to become a voting member of the Coordinating Council and in consideration of the mutual benefits to be derived, the PARTIES hereby agree the Spokane River Centennial Trail Agreement is amended as follows:

Section 1: Term

The term of the Agreement shall extend through August 5th, 2034. This Agreement may be renewed in 10-year increments upon expiration of the original term by mutual agreement of the PARTIES. The COMMISSION will be given the first right to renew the Agreement before any
Section 2: Development and Management

(a) All development and management of the Trail shall be the responsibility of the COMMISSION, unless otherwise provided herein, and the COMMISSION shall be the lead agency in preparing future development plans. Operation, including maintenance and law enforcement, shall be as set forth in Exhibit 1 - Management Plan (“Management Plan”), which is attached hereto and incorporated herein by this reference. Each jurisdiction shall be responsible for all costs related to providing ordinary Trail operation, maintenance and law enforcement activities as outlined in the Management Plan. In the event of a capital repair or project (a project that falls outside of the parameters of ordinary maintenance as outlined within Exhibit 1 - Management Plan and/or exceeds $25,000 to complete), the underlying property owner or lease holder shall assume full responsibility (financially and otherwise) for project completion, barring any other agreements in place that may otherwise supersede.

(b) In the event of a capital repair or project impacting the Trail and/or associated buffer lands, the responsible party may elect to petition the other PARTIES for evaluation of opportunities for cooperative funding in accordance with Exhibit 2 – Trail Maintenance Fund (“Maintenance Fund”) which is attached hereto and incorporated herein by this reference. Construction, alteration or repair to the Trail that is paid for in part or in whole from the Maintenance Fund will require the unanimous approval of all PARTIES. PARTIES will also agree to which entity will be responsible for carrying out the work including planning, permitting, contracting, spending, and the liability associated with such activities. No such work
will begin without the written approval of the plans by all PARTIES. Written approval can be in letter form or electronically by e-mail. In the event of an emergency requiring immediate action to protect persons or property, the PARTIES may call a special meeting or communicate by phone or e-mail to approve emergency spending. All construction or reconstruction must comply with applicable state and local laws. In the absence of cooperative funding, the responsibility for capital repairs shall fall to the underlying land owner or lease holder for the section of Trail in need of repair. The PARTIES shall meet every three years for the life of this Agreement to review the capital funding threshold (currently at $25,000 – which is presently the state threshold for capital funding).

Section 3: Coordinating Council

A Coordinating Council comprised of one (1) representative of each of the PARTIES, as well as a non-voting representative of the Friends of the Centennial Trail, shall be established to carry out all its responsibilities as outlined in the Management Plan and Maintenance Fund. The Coordinating Council representative from each party to this Agreement shall be as follows:

- Washington State Parks: Riverside State Park Manager or Designee
- Spokane County: Parks, Recreation & Golf Director or Designee
- Spokane: Parks and Recreation Director or Designee
- Spokane Valley: Parks and Recreation Director or Designee
- Liberty Lake: Parks and Recreation Director or Designee
- Friends of The Centennial Trail (non-voting): Executive Director or Designee

Each representative shall have responsibility for disseminating information to other individuals and parties in his/her group and for coordinating matters for the administrative working group.
The designated representative shall have the authority to vote on fund spending priorities on behalf of the organization they represent.

**Section 4: Areas of Jurisdiction**

i. The COMMISSION is primarily responsible for management of the entire 39 mile length of the Trail and maintenance and law enforcement on or within the Trail corridor and adjacent buffer lands within Riverside State Park from Nine Mile Recreation Area to the TJ Meenach Bridge. The COMMISSION is not precluded, however, from conducting maintenance or law enforcement on the entire Trail corridor and buffer lands to protect safety and recreation on the Trail, including those areas where the COMMISSION is the underlying property owner but another jurisdiction is responsible for management, maintenance and law enforcement per this Agreement.

ii. SPOKANE is responsible for the management of adjacent CITY OR PARKS DEPARTMENT-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor located within the existing and future municipal boundaries of SPOKANE from the south end of the TJ Meenach Bridge to Centennial Trail Mile Marker 16 near “Boulder Beach” beyond the eastern municipal boundary of SPOKANE.

iii. The COUNTY is responsible for management of adjacent COUNTY-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor from Centennial Trail Mile Marker 16 near “Boulder Beach” to the Idaho border minus any portion of the Trail corridor and adjacent buffer lands that are located in SPOKANE VALLEY’S municipal boundaries (current and future) and along, adjacent to and/or within Liberty Lake’s municipal boundaries (current and future)– and minus any other
portions of the Trail corridor and adjacent buffer lands in this stretch that become located
within an existing or future city(s) municipal limits (i.e. annexation, incorporation).

iv. SPOKANE VALLEY is responsible for management of adjacent city-owned or leased
buffer lands and maintenance and law enforcement on or within the Trail corridor within
its municipal boundaries (current and future).

v. LIBERTY LAKE is responsible for management of adjacent city-owned or leased buffer
lands and maintenance and law enforcement on or within the Trail corridor along,
adjacent and/or within its municipal boundaries (current and future), which currently
starts at the western line of the NE Quarter of Section 8, Township 25 Range 45 EWM
and continues east along the Centennial Trail to the east line of the NE Quarter of Section
10, Township 25 Range 45 EWM.

Section 5: Rules and Regulations

The Trail is to be managed consistent with the provisions of chapter 79A.05 RCW and the
rules and regulations adopted thereunder, unless otherwise exempted by the Director or
COMMISSION.

Section 6: Permits

Development and maintenance along the Trail corridor shall be done in full possession of all
necessary permits and licenses and in accordance with all applicable codes and regulations –
including SEPA – and consistent with the overall development plans prepared by the
COMMISSION. Obtaining permits will be the responsibility of the initiating party.
Section 7: Cooperative Management

This Agreement allows management by the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY of COMMISSION-owned lands; and, by the COMMISSION of COUNTY, LIBERTY LAKE, SPOKANE, and SPOKANE VALLEY-owned buffer lands within the Trail corridor. Any modifications or uses of this property for other than buffer shall be consistent with Trail development, preservation of the river corridor, and approved by COMMISSION staff prior to use, modification or construction. Use of these lands for recreation, education or river access purposes may be granted by amendment to this Agreement upon approval of the proposed plans for said property by COMMISSION staff and approval of use by the COMMISSION, and in accordance with all applicable Federal, state and local laws.

Section 8: Jurisdiction Approval

All new facilities and improvements made by the COMMISSION shall be consistent with Trail development, preservation of the river corridor, and approved by the applicable jurisdiction prior to construction. The COMMISSION shall be in possession of all necessary permits and licenses and shall carry out all development, maintenance and operation in accordance with all applicable Federal, state and local laws.

Section 9: Hamilton Street Bridge

The Hamilton Street pedestrian bridge and Don Kardong Bridge are located on SPOKANE-owned property. Routine maintenance of these bridges will be the responsibility of SPOKANE. Any repairs relating to the structural integrity of the bridges; and, if necessary, replacement will be the responsibility of SPOKANE.
Section 10: Denny-Ashlock Bridge

The Denny Ashlock pedestrian bridge is located on both COMMISSION and SPOKANE VALLEY-owned property. Routine maintenance of this bridge will be the responsibility of the party in whose jurisdiction the bridge resides (presently the COUNTY for the northern half of the bridge, and SPOKANE VALLEY for the southern half of the bridge). Any repairs relating to the structural integrity of the bridge and, if necessary, replacement will be the responsibility of the COMMISSION.

Section 11: Entire Agreement

This Agreement grants only permission to allow the COMMISSION to use the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY-owned property and to allow the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY to use the COMMISSION-owned property for the purposes and on the terms and conditions herein stated. No legal or equitable title is conveyed hereby. Title to the subject property shall remain with the landowner throughout the term of this Agreement and renewal thereof.

Section 12: Indemnification

To the extent permitted by law, the COUNTY and/or LIBERTY LAKE, SPOKANE and/or SPOKANE VALLEY shall defend and hold harmless the COMMISSION and the State of Washington, its officers, agents, employees, successors or assigns against any and all claims suffered or alleged to be suffered on the property, except such claims which arise out of the activities of the COMMISSION, its officers, agents or employees, for which claims the
COMMISSION will defend and hold the COUNTY, LIBERTY LAKE, SPOKANE and/or
SPOKANE VALLEY harmless.

Section 13: Signs

The COMMISSION shall erect and maintain a sign(s) identifying the COUNTY, LIBERTY
LAKE, SPOKANE and SPOKANE VALLEY as cooperating agencies. Any development
authorized in accordance with Section 8 herein shall be signed by the applicable jurisdiction
identifying the COMMISSION as a cooperating agency. The COMMISSION will be the
primary focal point and contact for signing.

Section 14: Termination

This Agreement may be terminated at any time by mutual written consent of all PARTIES
hereto.

Section 15: Modification

The provisions of this Agreement may be modified at any time by the mutual consent of all
PARTIES hereto.

Section 16: Assignment of Rights

No rights under this Agreement may be assigned without the prior written consent of the
other PARTIES. This does not preclude third-party agreements which are in compliance with
the Management Plan.
Section 17: Tree Removal

Any tree removal shall be in accordance with landowner rules and regulations.

Section 18: Non-Compliance

The Trail and adjoining buffer lands are to be used by the COMMISSION for public Trail corridor purposes. Except as otherwise provided for herein, this Agreement may be terminated by any party in the event of non-compliance by any other party with the terms and conditions hereof, providing that the terminating party allow the non-complying party no less than ninety (90) days written notice of violation in which to correct any situation which is not in compliance with the terms and conditions of this Agreement. If correction is not made to the satisfaction of the terminating party within the ninety (90) days, this Agreement will automatically terminate without further notice.

Section 19: Removal of Improvements

Unless otherwise agreed, upon termination or expiration of this Agreement, all improvements placed on property under this Agreement shall be disposed of in compliance with applicable provisions of the Revised Code of Washington.

Section 20: Discover Pass

LIBERTY LAKE, SPOKANE, SPOKANE VALLEY, and the COUNTY have agreed to contribute towards the operation, care and maintenance of portions of the Trail and associated buffer lands as outlined herein. In recognition of this investment, the COMMISSION agrees NOT to impose any parking or visitor fees (i.e. Discover Pass) for ordinary visitation and use of
those trailheads and other areas commonly used for parking along portions of the Trail corridor and buffer lands for which LIBERTY LAKE, SPOKANE, SPOKANE VALLEY, and the COUNTY have maintenance responsibility.

**Section 21: Trail Realignments and Connections**

(a) Trail realignments which may be completed to address safety hazards, to separate the Trail from stretches of roadway, to eliminate gaps, or to otherwise perfect the Trail shall become part of this Agreement and the Party whose geographic area includes the new trail element(s) shall assume jurisdictional responsibility for the new trail element(s) unless otherwise determined by the PARTIES through modification of the Agreement.

(b) Future connections to the Trail such as neighborhood access points, local commuter trails, or regional trail connections (e.g. Fish Lake Trail) are a stated goal in the adopted Spokane County Regional Trails Plan. Trail connections shall be encouraged to be completed, but any trails which have been connected to the Centennial Trail shall not become part of this Agreement nor extend maintenance responsibilities by the PARTIES under this Agreement, unless otherwise determined by the PARTIES through modification of the Agreement.

**Section 22: Entities**

No new entities are created by this Agreement.

**Section 23: Agreement to be Filed**

The PARTIES shall record this Agreement with the Spokane County Auditor.
Section 24: Personal/Real Property/No Joint Board

There shall be no common ownership of any real or personal property under the terms of this Agreement. Each party to this Agreement shall separately own its real and personal property. The Coordinating Council referenced in Section 3 will administer the provisions of this Agreement, as well as the Management Plan and Trail Maintenance Fund.
IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED:____________________________ WASHINGTON STATE PARKS AND RECREATION COMMISSION

By:_________________________________ DIRECTOR

Approved as to form:

By: Michael Young
Assistant Attorney General
March 1, 2018
IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED:____________________________ CITY OF SPOKANE

By:_________________________________ MAYOR

Attest:                                Approved as to form:

____________________________________ By: _____________________ ___________
City Clerk                              Assistant City Attorney
IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED:____________________________ CITY OF LIBERTY LAKE

By:_________________________________  Mayor

Attest:  

Approved as to form:

By: _______________________________  City Attorney

City Clerk
IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED:____________________________      CITY OF SPOKANE VALLEY

By:_________________________________      CITY MANAGER

Attest:                                                                                     Approved as to form:

_____________________________________ By: ____________________________________________
Christine Bainbridge, City Clerk                                                       Office of the City Attorney
IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

PASSED AND ADOPTED this __________ day of ________________________, 2018.

BOARD OF COUNTY COMMISSIONERS

________________________
JOSH KERNS, CHAIR

ATTEST:

________________________
MARY KUNEY, VICE-CHAIR

________________________
________________________
Ginna Vasquez, Al French, COMMISSIONER
Clerk of the Board
A - PURPOSE

The purpose of this Management Plan (“Plan”) is to establish minimum standards for the management, maintenance and law enforcement along the Spokane River Centennial Trail (“Trail”).

B - PARTIES INVOLVED

This Plan is part of the Interagency Cooperative Agreement entered into by the Washington State Parks and Recreation Commission (“COMMISSION”), the City of Spokane (“SPOKANE”), Spokane County (“COUNTY”), the City of Liberty Lake (“LIBERTY LAKE”), and the City of Spokane Valley (“SPOKANE VALLEY”).

C - GENERAL MANAGEMENT

1. Overall management of the entire 39-mile length of the Trail will be done by the COMMISSION through the Riverside State Park Manager’s office.

2. All special activities along the Trail corridor will be coordinated through Riverside State Park via Special Recreation Event permits. Special activities on the Trail within other jurisdictions will be coordinated by the COMMISSION, who will notify the parks administrative staff and the law enforcement department for the affected jurisdiction.

3. The COMMISSION may collect Special Activity Permit fees and may require an insurance binder with a minimum coverage of $1 million for parties of 20 or more people, or a damage deposit or a bond.

4. Centennial Trail Use, Approved Activities and Prohibited Activities shall be established by the Coordinating Council subject to applicable laws and shall be kept on record with the COMMISSION.

5. The Trail facility will be open to the public on existing COMMISSION posted hours.

6. Each agency is responsible for obtaining fire protection for their jurisdiction.
D- GENERAL MAINTENANCE STANDARDS

1. Each agency will be responsible for general maintenance in their respective areas of the Trail as set forth in “Section 4: Areas of Jurisdiction” of the Interagency Cooperative Agreement.

2. Corrective action necessary to protect the public will be taken as soon as possible following report of damage to the jurisdiction responsible. Temporary emergency Trail closure will be imposed, if necessary, until hazardous condition is corrected (i.e. fire, flood, washout, leaning trees). Signs showing appropriate detour routes shall be placed accordingly, and notification given to the Riverside State Park Manager’s office. Permanent repair or replacement, where not possible due to weather or other circumstance, will be accomplished subject to the limitations set forth in “Section 2: Development and Management” of the Interagency Cooperative Agreement.

3. Subject to the limitations set forth in “Section 2: Development and Management” of the Interagency Cooperative Agreement, each jurisdiction will be responsible for routine asphalt maintenance of the Trail as deemed necessary by the jurisdiction providing the maintenance. Routine maintenance shall include patching potholes, cutting out and/or patching large cracks or heaved pavement, sealing smaller cracks in asphalt with tar and trail shoulder repairs. Shoulder repairs include placing asphalt on trail edges where old asphalt is cracking and breaking away and placing gravel along the shoulders where erosion has occurred. Seal coating of the Trail shall be considered a capital repair. Maintenance Fund money may be used for routine asphalt repairs with the mutual agreement of all PARTIES if included within the 6-year trail capital improvement plan as outlined in Exhibit 2 – Trail Maintenance Fund.

4. COMMISSION, SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and COUNTY will strive to use the same standardized amenities and replacement amenities, including but not limited to signs, benches, picnic tables, bollards, mile markers and bulletin boards as determined by the Coordinating Council. The Coordinating Council will develop and may periodically update a list of options for these standardized amenities. Each agency shall bear the cost of repair and replacement of amenities as necessary, subject to the limitations set forth in “Section 3: Development and Management” of the Interagency Cooperative Agreement.

5. No amenity, other than replacement of existing amenities, shall be placed along the Trail corridor without the approval of the jurisdiction responsible for maintenance of that particular stretch of trail corridor.
6. From time to time the COMMISSION may request written documentation from SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and/or the COUNTY to verify or otherwise document maintenance work performed on the Trail as outlined herein.

E- SPECIFIC MAINTENANCE ITEMS

Following is a listing of specific maintenance items with comments as needed:

1. Amenities – interpretive and informational signs, benches, picnic tables, bollards, water fountains, trash receptacles, mile markers, hitching posts, rest stations and bulletin boards.

2. Bridges

3. Fencing

4. Guardrail

5. Handrail

6. Litter Control – litter will be picked up as needed to ensure that the Trail and adjacent buffer areas are kept clean.

7. Mile Markers – both posts and large mile numbers painted on asphalt will be maintained.

8. Signs – an inventory of replacement signs may be requested.

9. Snow Plowing – no snow plowing will be required on the Trail. Trail head parking lots may be plowed, depending upon user demand and resource availability by the jurisdiction responsible.

10. Sweeping – entire Trail length will be swept or blown off as needed to ensure that the Trail surface is safe for use by bicycles, skates, skateboards and other non-motorized trail uses.

11. Trail heads including facilities, parking lot and entry road – inspected and cleaned as needed to ensure that these areas are clean and safe.

12. Vandalism – the PARTIES shall notify local law enforcement and strive to inform the COMMISSION of incidents of vandalism.

13. Weed Control – in compliance with Spokane County Noxious Weed Control Board requirements, a control program along the Trail will be
developed and accomplished, the cost borne by the individual jurisdictions within parameters of the Interagency Cooperative Agreement.

14. Trail shoulders will be mowed or sterilized as needed and overhanging vegetation cut back for a minimum of two feet on each side of the Trail. Vegetation will be cut back to maintain line-of-sight necessary for safety on curves.

**F- LAW ENFORCEMENT**

1. Primary responsibility for law enforcement/major crimes shall always default to the underlying government agency as applicable by law, generally determined upon geographical location and/or type of incident (e.g. County Sheriff, City Police Department, Federal Bureau of Investigation).

2. In working collaboratively to enhance public safety for Trail users the PARTIES agree to have their respective law enforcement personnel patrol the Trail corridor within each PARTIES area of jurisdiction as outlined in Section 4 of the Cooperative Agreement.
   a. More specifically, law enforcement / public safety services provided by the PARTIES shall include community caretaking functions such as but not limited to patrolling for and/or responding to reports of car prowls, homeless, loitering, disorderly conduct, indecent exposure, vandalism, and welfare checks.
   b. Patrols in the designated area of jurisdiction / Trail corridor is as follows: LIBERTY LAKE, with the Liberty Lake City Police; in SPOKANE, with the Spokane City Police; in SPOKANE VALLEY, with the Spokane Valley Police; in the COUNTY, with the COUNTY Parks Ranger and/or the Spokane County Sheriff; and, within Riverside State Park, with the State Parks Rangers.

3. The COMMISSION will assist within the city and County jurisdictions in normal park patrol and enforcement along the Trail.

4. Upon request of the COMMISSION, SPOKANE, SPOKANE VALLEY, LIBERTY LAKE, or the COUNTY will respond as backup during any law enforcement situation beyond park rule violations.

5. The COMMISSION may submit a request at any time to a respective law enforcement agency, to provide documentation of all law enforcement activities related to the Trail to the Riverside State Park office.

6. Law enforcement violations attributable to the Trail are specified through WAC (Washington Administrative Code), RCW (Revised Code of Washington) or SMC (Spokane Municipal Code) and include fines if convicted.
Management Plan Attachment “A”

Maps

Maps shall be developed cooperatively by the PARTIES, periodically updated as needed due to municipal annexation, trail development/re-routes or other reasons, and kept on file with the Coordinating Council.
Exhibit 2

Trail Maintenance Fund

A MAINTENANCE FUND FOR THE SPOKANE RIVER CENTENNIAL TRAIL SHALL BE CREATED.

STATEMENT OF MUTUAL INTEREST AND BENEFIT

WHEREAS, the PARTIES desire to work together to create a Trail Maintenance Fund in order to preserve the recreational values of the Centennial Trail and to bring additional recreation and economic value to the area; and

WHEREAS, the Centennial Trail is a valued regional resource linking communities from Coeur D’Alene, Idaho to Nine Mile Falls; and

WHEREAS, the Trail Maintenance Fund shall become a component of the Interagency Cooperative Agreement to cooperatively manage and maintain the Trail; and

WHEREAS, the Interagency Cooperative Agreement spells out the obligations of the PARTIES related to routine maintenance and law enforcement; and

WHEREAS, the Trail is over 20 years old and the maintenance obligations are increasing as the Trail ages; and

WHEREAS, the Trail is in need of capital repairs to maintain current trail usage;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the PARTIES hereby agree to create a Trail Maintenance Fund for the Spokane River Centennial Trail to be jointly administered by the PARTIES for the maintenance of the Spokane River Centennial Trail. This fund is primarily intended to address preventative maintenance needs that PARTIES cannot cover as part of the routine maintenance specified in the Interagency Cooperative Agreement and to address capital repairs.

I. PARTIES

In addition to the PARTIES to the Interagency Cooperative Agreement, a representative of the Friends of the Centennial Trail (FCT) shall be invited to participate in a non-voting capacity when the PARTIES meet to carry out the responsibilities of the Trail Maintenance Fund outlined herein. FCT is a non-profit corporation under the laws of the state of Washington, has pledged to contribute to the Trail Maintenance Fund as resources allow, and has consistently supported the construction and maintenance of the Trail.

II. RESPONSIBILITIES OF ALL PARTIES

All PARTIES to the Interagency Cooperative Agreement shall:

1) Meet not less than twice a year to coordinate the management, operation, and maintenance activities for the Trail.
2) Discuss upcoming anticipated expenses and maintenance needs.
3) Develop a six (6) year Trail capital improvement plan for utilization of the Trail Maintenance Fund taking into account capital needs not covered under the terms of the Interagency Cooperative Agreement, Exhibit 1 - Management Plan.
4) Annually review, update and approve the six (6) year Trail capital improvement plan by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council.
5) Make an annual lump sum payment in the amount of $20,000 to the Trail Maintenance Fund by February 1st each year the Interagency Cooperative Agreement is in place.
6) Hereby agree, that all expenditures from the Trail Maintenance Fund shall be approved by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council prior to disbursement.
7) Inspect the Trail within their area of jurisdiction annually to determine maintenance needs in order to bring these issues to the semi-annual meetings for prioritization and/or funding.
8) Send a representative to each meeting with the authority to vote on spending priorities.

III. SPOKANE COUNTY SHALL:
   1) Establish a Trail Maintenance Fund for the collection and disbursement of monies contributed by the Parties as outlined herein in Section II, Subsection 5.
   2) Be responsible for bookkeeping and the disbursement of funds approved by the parties from the Trail Maintenance Fund.

IV. CONTACTS
The Trail Maintenance Fund shall be administered by the Coordinating Council.
**Briefing Paper**

**Public Infrastructure, Environment and Sustainability**

<table>
<thead>
<tr>
<th><strong>Division &amp; Department:</strong></th>
<th>Public Works and Utilities; Integrated Capital Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Special Budget Ordinance (SBO) for a full time employee</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>January 28 2019</td>
</tr>
<tr>
<td><strong>Author (email &amp; phone):</strong></td>
<td>Katherine Miller, <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a> 625-6338</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td></td>
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<tr>
<td><strong>Executive Sponsor:</strong></td>
<td>Scott Simmons</td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>PIES</td>
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<tr>
<td><strong>Strategic Initiative:</strong></td>
<td></td>
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<tr>
<td><strong>Deadline:</strong></td>
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</table>

**Background/History:**

On January 14th, 2019 Council approved the master agreement (OPR 2019-0011) between WSDOT and the City. The master agreement pertains to the WSDOT’s North/South Corridor project. The agreement provides funding for work that will be accomplished by City staff through task order assignments. One of the first task orders will be to hire a full time employee for a minimum of three years. The work needed to be accomplished by the City is a full time position to ensure close coordination to avoid impacts to City facilities such as sewer, water and streets during all phases of work, i.e. planning, design and construction. After 3 years, the workload will be reassessed and the position may be extended an additional 2 years to ensure continuity and consistency of City input and oversight. In an effort to hire the needed FTE as soon as possible, this SBO is being requested now to establish an Associate Engineer position with the understanding that actual hiring will be contingent upon a signed task order as established under the master agreement.

**Executive Summary:**

- The NSC, while a WSDOT project, has been found to be taking up a significant amount of City staff time which has reduced our ability to advance City priorities.
- The master agreement between WSDOT and the City that Council approved on January 14th, 2019 includes funds to hire a full time employee for 3 years with an option of two additional years.
- This FTE would be based on a task order under the master agreement where WSDOT would pay for this position, enabling the City to focus on WSDOT’s project full time while still accomplishing City priorities.
- The FTE would be an Associate Engineer, working within Integrated Capital Management and would be assigned to the NSC.
- The SBO is being requested now to establish the position with the understanding that the actual hiring will be contingent upon executing a signed task order as established under the master agreement.

**Budget Impact:**

- Approved in current year budget? [ ] Yes [x] No
- Annual/Reoccurring expenditure? [x] Yes [ ] No
- Specify funding source: WSDOT would fund a FTE for 3 years with an option for 2 additional years.

**Operations Impact:**

- Consistent with current operations? [x] Yes [ ] No
- Requires change in current operations? [ ] Yes [x] No
- Specify operations change:
The City and STA have identified Cooperative Projects throughout the City to support or improve public transportation services. This master agreement establishes the process and procedures for implementing Cooperative Projects. An initial list of potential Cooperative Projects, including a summary description of each project, is attached and each Cooperative Project shall be implemented upon the execution of a Project Order. Where the Parties deem appropriate and mutually agree, a Project Order may be issued retroactively to provide for reimbursement to a managing Party for the cost of a project that provides a benefit to the funding Party. Additional Cooperative Projects may be agreed to pursuant to a written Project Order executed by each of the Parties.

The Project Order shall include the identification of the managing and funding Parties, a detailed Scope of Work, the Transit Improvements to be constructed, a schedule for completion and each Party's financial obligations for the Cooperative Project. The terms of this master Agreement shall be incorporated in each Project Order and any reference herein to this Agreement shall include any Project Order.

The master agreement establishes a maximum amount of Five Million dollars that the total project orders shall not exceed.

Executive Summary:
- The City and STA have identified Cooperative Projects throughout the City to support or improve public transit services.
- This master agreement establishes an initial list of projects, that once the master agreement is in place, the individual projects will be formally agreed to through individual project orders.
- Each project order will establish the financial responsibilities for each agency, identify a detailed scope of work and detail the schedule for delivery the project by the identified agency.
- This master agreement has a maximum amount of Five Million dollars that STA will make available to pay for transit related costs identified in the project orders.
- Project orders can be issued retroactively to reimburse the City for costs that benefitted transit during recent City projects such as Sprague Phase 1 and North Monroe.
- This master agreement will also be the mechanism for both agencies to efficiently determine the most effective way to construct improvements for the Central City Line during City run projects that overlap the CCL route and are planned to be constructed prior to STA’s completion of the CCL which is currently planned for 2021.
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<thead>
<tr>
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<td>Annual/Reoccurring expenditure?</td>
<td>☐</td>
<td>X</td>
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<tr>
<td>Specify funding source: reimbursement by STA for work they request</td>
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**Operations Impact:**

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<td>Consistent with current operations?</td>
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<tr>
<td>Requires change in current operations?</td>
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<td>X</td>
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<tr>
<td>Specify operations change: A Project Order will be created for any requested work to be performed</td>
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**Briefing Paper**

**PIES**

<table>
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<tr>
<th>Division &amp; Department:</th>
<th>Engineering Services; Public Works</th>
</tr>
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<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Euclid Ave. – North South Corridor</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>January 28, 2019</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>Dan Buller (<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>, 625-6391)</td>
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<tr>
<td><strong>City Council Sponsor:</strong></td>
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<td>Scott Simmons</td>
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<td><strong>Committee(s) Impacted:</strong></td>
<td>PIES</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
<td>☒ Consent ☐ Discussion ☐ Strategic Initiative</td>
</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>This project is necessitated by WS-DOT's North South Corridor (NSC) project.</td>
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<td><strong>Strategic Initiative:</strong></td>
<td>Innovative Infrastructure</td>
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<td><strong>Deadline:</strong></td>
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<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>Informational - background information for committee review</td>
</tr>
</tbody>
</table>

**Background/History:**

As part of WS-DOT’s NSC project, DOT is requiring most existing utilities which cross the future freeway to be removed or consolidated into a limited number of crossing points since DOT (and the City) want to minimize utilities beneath the future freeway. The City will have multiple NSC related utility relocation projects over the next couple years, all funded by WS-DOT.

**Executive Summary:**

- This project focuses on the utilities crossing the proposed NSC route in the vicinity of Euclid Ave.
- At Euclid Ave., three casings are proposed to be installed beneath the RR tracks which cross Euclid just east of Market. These casings both protect our utilities and allow future replacement without needing access beneath the NSC.
- Also, 8” water lines will be installed on Market from Euclid to Bridgeport and on Ralph from Euclid to Courtland to loop mains that would otherwise become dead end mains due to the future freeway.
- The timing of this project is coordinated with the large NSC project to be completed prior to the WS-DOT closure of Wellesley east of Market.

**Budget Impact:**

- Approved in current year budget? ☐ Yes ☐ No ☒ N/A
- Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A
- If new, specify funding source: 
- Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**

- Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A
- Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A
- Specify changes required: 
- Known challenges/barriers: 

...
Project Location

Proposed 8” water mains to loop mains in Courtland, Bridgeport and Liberty

Three casings beneath RR tracks (two water, one sewer)
**Briefing Paper**

**Public Infrastructure & Environmental Sustainability**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works, 4100 Water &amp; Hydroelectric Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Purchase of Hydraulic Weld Shop Equipment</td>
</tr>
<tr>
<td>Date:</td>
<td>1/28/2019</td>
</tr>
<tr>
<td>Author (email &amp; phone):</td>
<td>Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a>, x7851</td>
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<td>City Council Sponsor:</td>
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<td>Executive Sponsor:</td>
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<td>Committee(s) Impacted:</td>
<td>PIES</td>
</tr>
<tr>
<td>Type of Agenda item:</td>
<td>☑ Consent ☐ Discussion ☐ Strategic Initiative</td>
</tr>
</tbody>
</table>

**Alignment:**

Funding for this purchase is available from the Water & Hydroelectric Services department budget.

**Strategic Initiative:**

Innovative Infrastructure

**Deadline:**

---

**Outcome:**

This purchase would provide a necessary equipment upgrade and facilitate smoother operations in the Water Weld Shop.

**Background/History:**

Two (2) RFQs were issued in 2018 to support the purchase of a Hydraulic Shear (RFQ #4100-350-2018) and a Hydraulic Press Break (RFQ #4100-351-2018). While a different mix of companies responded to each request, the equipment manufacturer – U.S. Industrial Machinery – offered the best pricing if both units were purchased at the same time and staff were trained on their functionality in the same session. Together, these units total $84,719.16; requiring Council approval. Purchasing these units together will save the department $2,491.51.

**Executive Summary:**

- *Purchase of Hydraulic Shear & Hydraulic Press Break from U.S. Industrial Machinery*
- *Total Purchase: $84,719.16 (including tax)*
- *Purchase competed on RFQ numbers 4100-350-2018 and 4100-351-2018*
- *Combined purchase saves the department roughly $2500*

**Budget Impact:**

- Approved in current year budget? ☑ Yes ☐ No
- Annual/Recurring expenditure? ☐ Yes ☑ No
- If new, specify funding source: Water & Hydroelectric Services Department Budget
- Other budget impacts: ---

**Operations Impact:**

- Consistent with current operations/policy? ☑ Yes ☐ No
- Requires change in current operations/policy? ☐ Yes ☑ No
- Specify changes required: ---
- Known challenges/barriers: ---
**Briefing Paper**

**Public Infrastructure, Environment and Sustainability Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department</th>
<th>Public Works Division; Solid Waste Disposal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>ABB Sole Source Resolution/Contract at the WTE</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>January 28, 2019</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>, 625-6878</td>
</tr>
<tr>
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<td><strong>Committee(s) Impacted:</strong></td>
<td>Public Infrastructure, Environment and Sustainability Committee</td>
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<td><strong>Type of Agenda item:</strong></td>
<td>☒ Consent, ☐ Discussion, ☐ Strategic Initiative</td>
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<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
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<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability</td>
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<td><strong>Deadline:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>Council approval of the Sole Source Contract with ABB Inc., for proprietary software to keep the WTE facility operating properly.</td>
</tr>
</tbody>
</table>

**Background/History:**

ABB Inc., owns a custom proprietary software which is used to enhance the operational effectiveness of the WTE Facility to reduce maintenance costs to the City. In 2014, ABB Inc. was awarded the sole source contract for these services at the WTE Facility. That Sole Source resolution expires in 2019, necessitating a new resolution for these services.

In December of 2018, a Notice of Intent to Award Sole Source regarding this purchase from ABB went uncontested and will result in a five (5) year contract for $1,350,000.00. The anticipated cost for software maintenance annually will be $90,000.00. In 2021 and 2022, the WTE is also planning on upgrading the software at a cost of $900,000.00, split between the two years. The contract term will run from March 1, 2019 through February 29, 2024.

**Executive Summary:**

- Five (5) Year Sole Source contract with ABB, Inc., for software maintenance and technical support, plus parts for the control systems at the WTE facility.
- Contract term is from March 1, 2019 to February 29, 2024.
- Total cost for all five years of the contract is $1,350,000.00.
- The annual cost for the software maintenance is $90,000.00 with an additional $900,000.00 split between 2021 and 2022 for upgrades to the software.
- Utilizing a consultant who is familiar with this proprietary software, and who has the ability to purchase required parts as necessary will keep the WTE facility operating properly.

**Budget Impact:**

- Approved in current year budget? ☒ Yes, ☐ No, ☐ N/A
- Annual/Reoccurring expenditure? ☒ Yes, ☐ No, ☐ N/A
- If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**
| Consistent with current operations/policy? | Yes | No | N/A |
| Requires change in current operations/policy? | Yes | No | N/A |
| Specify changes required: | |
| Known challenges/barriers: | |
**Briefing Paper**

**Public Infrastructure, Environment and Sustainability Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works Division; Solid Waste Disposal</th>
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<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Dresser Rand Sole Source Contract Renewal</td>
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<tr>
<td><strong>Date:</strong></td>
<td>January 28, 2019</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>, 625-6878</td>
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<td>☐ Discussion</td>
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<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices</td>
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<tr>
<td><strong>Deadline:</strong></td>
<td></td>
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<tr>
<td><strong>Outcome:</strong></td>
<td>Council approval for renewal of the sole source maintenance agreement with Dresser Rand Company, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.</td>
</tr>
<tr>
<td><strong>Background/History:</strong></td>
<td>The turbine generator is an integral part of the 24hr/7 day a week operations. If it were to break down and maintenance/parts were not readily available, it would likely cause a boiler outage and there would be a significant loss in revenue. In 2015, a resolution declaring Dresser Rand Company of Seattle, a sole source for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility and a contract was awarded for one year, with the possibility of four (4) one-year extensions/renewals. This would be number four (4) of four (4) of those renewals. The estimated annual cost for any parts and repairs should not exceed $108,700.00 for everything provided under this renewal.</td>
</tr>
</tbody>
</table>
| **Executive Summary:**        | • Renewal #4 of 4 to OPR 2015-0094 under Sole Source Resolution RES 2015-0017 with Dresser Rand Company for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility.  
• Estimated annual cost of $108,700.00.  
• The term of this contract is through December 31, 2019.  
• The WTE Facility is unable to produce electricity without the turbine generator and will likely experience an unplanned outage in the event that it breaks down. |
<p>| <strong>Budget Impact:</strong>            | ☑ Approved in current year budget? Yes ☐ No ☐ N/A |
|                               | ☑ Annual/Reoccurring expenditure? Yes ☐ No ☐ N/A |
| If new, specify funding source: |                                            |
| Other budget impacts:          | (revenue generating, match requirements, etc.) |</p>
<table>
<thead>
<tr>
<th>Operations Impact:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent with current operations/policy?</td>
<td>Yes ☒ No ☐ N/A</td>
</tr>
<tr>
<td>Requires change in current operations/policy?</td>
<td>Yes ☒ No ☐ N/A</td>
</tr>
<tr>
<td>Specify changes required:</td>
<td></td>
</tr>
<tr>
<td>Known challenges/barriers:</td>
<td></td>
</tr>
</tbody>
</table>
# Briefing Paper

## Public Infrastructure & Environmental Sustainability

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works, 4310 Wastewater Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Sewer Bend Value Blanket Renewal</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>1/28/2019</td>
</tr>
<tr>
<td><strong>Author (email &amp; phone):</strong></td>
<td>Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>, x7909</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td>---</td>
</tr>
<tr>
<td><strong>Executive Sponsor:</strong></td>
<td>---</td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>PIES</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
<td>☑ Consent  ☐ Discussion  ☐ Strategic Initiative</td>
</tr>
<tr>
<td><strong>Alignment:</strong></td>
<td>Funding for this purchase has been budgeted in the Wastewater Maintenance Warehouse budget.</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>Innovative Infrastructure</td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td>Renewal requested in tandem with current order expiration on 2/28/2019.</td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>This blanket order supports efficient and competitive procurement of galvanized sheet metal sewer bends in sizes ranging from four (4) to twelve (12) inches for the 2019 construction/repair season (80% of this expenditure estimated to be used on eight (8) inch bends).</td>
</tr>
</tbody>
</table>

**Background/History:** Bid #4326-17 was issued in January of 2017 to twenty-one (21) companies and plan holders. Two (2) bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was correspondingly awarded a one (1) year value blanket order as the low, responsive bidder.

Spokane Tin & Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the second of four (4) optional annual renewals upon mutual consent. Two (2) annual renewal options remain.

**Executive Summary:**
- Renewal of existing value blanket order with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) for $100,000.00 including tax
- Original Bid #4326-17
- Existing order expires at the end of February 2019
- This renewal represents the second of four (4) annual renewal options at mutual consent
- This renewal maintains the 2017 pricing through February 2020

**Budget Impact:**
- Approved in current year budget? ☑ Yes  ☐ No
- Annual/Reoccurring expenditure? ☑ Yes  ☐ No
- If new, specify funding source: ---
- Other budget impacts: ---

**Operations Impact:**
- Consistent with current operations/policy? ☑ Yes  ☐ No
- Requires change in current operations/policy? ☐ Yes  ☑ No
- Specify changes required: ---
- Known challenges/barriers: ---
<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works / Riverside Park Water Reclamation Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Change Order for the Contract with Knight Construction of Deer Park, WA, for emergency bypass for Clark Ave. sewer force-main construction. The original contract was for $89,620 (ex. tax). Change Order amount is $15,578.00 (ex. tax)</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>Chris Peterschmidt, Principal Engineer 625-4618 <a href="mailto:cpeterschmidt@spokanecity.org">cpeterschmidt@spokanecity.org</a></td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
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<tr>
<td><strong>Executive Sponsor:</strong></td>
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<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>PIES</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>Strategic Plan</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>This construction project is for the extension of a previously abandoned sewer force main to be used during maintenance and emergency bypass situations at the Clarke Ave Lift Station. The Strategic Initiatives it supports are Innovative Infrastructure and Resiliency.</td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>Council approval of this Change Order to Knight Construction for the extension of the Clarke Ave. sewer force main.</td>
</tr>
</tbody>
</table>
| **Background/History:** | The Clarke Avenue Lift Station is the largest wastewater lift station in the city and serves a large portion the south side. To facilitate maintenance and provide an alternative flow path in an extreme emergency, a bypass is being established.  
Per the original contract, Knight Construction was to fill in the lower level of the previously abandoned lift station with CDF (controlled density fill) to prevent future ground settlement and sink holes. During the work it was determined that the wet well of the abandoned station also had not been properly abandoned and also needed to be filled with CDF. An additional 90 cubic yards of CDF will be added per this Change Order, at the original contract unit cost. ($131 X 90 CY = $11,790.00)  
Also, to improve access to the end of the extended pipe, a vault is being added for the additional cost of $3,788.00. |
Executive Summary:
- The Clarke Avenue Lift Station is the largest sewer lift station in the city.
- A bypass system is being developed to allow for maintenance and emergency use.
- Knight Construction has been contracted to extend the old force main for this purpose.
- Part of original contract is to properly fill abandoned old lift station with CDF.
- More of the old station needs proper CDF fill than was originally contracted for.
- This Change Order adds additional CDF to the contract
- This Change Order also adds a vault for better access to the extended force main.
- This Change Order adds $15,578.00 to the original $89,620.00 amount (excluding taxes).
- Funding is from the Wastewater Management Capital Plan, revenue is from sewer rates.

<table>
<thead>
<tr>
<th>Budget Impact:</th>
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<tbody>
<tr>
<td>Approved in current year budget?</td>
</tr>
<tr>
<td>Annual/Reoccurring expenditure?</td>
</tr>
<tr>
<td>If new, specify funding source: Department</td>
</tr>
<tr>
<td>Other budget impacts: (revenue generating, match requirements, etc.)</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Operations Impact:</th>
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<tbody>
<tr>
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<td>Requires change in current operations/policy?</td>
</tr>
<tr>
<td>Specify changes required:</td>
</tr>
<tr>
<td>Known challenges/barriers:</td>
</tr>
</tbody>
</table>
# Briefing Paper

**Public Infrastructure, Environment, and Sustainability Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Neighborhood and Business Services Division - Community, Housing, and Human Services (CHHS) Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Homeless Management Information System (HMIS) Capacity Building Project NOFA Application</td>
</tr>
<tr>
<td>Date:</td>
<td>January 1, 2019</td>
</tr>
<tr>
<td>Author (email &amp; phone):</td>
<td>David Lewis (<a href="mailto:dglewis@spokanecity.org">dglewis@spokanecity.org</a>, x6051)</td>
</tr>
<tr>
<td>City Council Sponsor:</td>
<td></td>
</tr>
<tr>
<td>Executive Sponsor:</td>
<td>Kelly Keenan</td>
</tr>
<tr>
<td>Committee(s) Impacted:</td>
<td>Public Safety and Community Health Committee / Finance and Administration Committee</td>
</tr>
<tr>
<td>Type of Agenda item:</td>
<td>☒ Consent ☐ Discussion ☐ Strategic Initiative</td>
</tr>
<tr>
<td>Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>2015-2020 Strategic Plan to End Homelessness</td>
</tr>
<tr>
<td>Strategic Initiative:</td>
<td>Safe and Healthy</td>
</tr>
<tr>
<td>Deadline:</td>
<td>January 31, 2019</td>
</tr>
<tr>
<td>Outcome: (deliverables, delivery duties, milestones to meet)</td>
<td>Approval to submit a grant application (due January 31) to the U. S. Department of Housing and Urban Development under the HMIS Capacity Building Project Notice of Funding Availability.</td>
</tr>
</tbody>
</table>

## Background/History:

The City of Spokane’s HMIS is a centralized database consisting of data from over two dozen different social service providers and hundreds of social workers. Data from the HMIS is used in a number of ways, from forming the basis of applications that bring in millions in homeless services funding for the City of Spokane and surrounding community, to helping connect those that are experiencing (or at risk of) homelessness with the services and interventions needed to stabilize them.

If awarded, grant funds will predominately enhance the existing features in the HMIS, thus improving the support and feature sets available to the agencies that depend on the HMIS for funder compliance, planning, and direct client case management. Funding will also be used to provide training to existing staff and users of the HMIS.

## Executive Summary:

- This is a one-time grant award with a maximum award amount of $150,000.
- The grant term is two years.
- The selection process occurs in two phases. Phase 1 requires applicants to submit a proposed activity. If the application is selected, a budget and detailed project scope will be submitted.
- Funds will predominately enhance the existing features in the HMIS, thus improving the support and feature sets available to the agencies that depend on the HMIS for funder compliance, planning, and direct client case management. Funding will also be used to provide training to existing staff and users of the HMIS.

## Budget Impact:

- Approved in current year budget? ☐ Yes ☒ No
- Annual/Reoccurring expenditure? ☒ Yes ☐ No
- If new, specify funding source: U.S. Department of Housing and Urban Development (HUD)
- Other budget impacts: None known at this time.
**Operations Impact:**
- Consistent with current operations/policy? **Yes**
- Requires change in current operations/policy? **No**

**Specify changes required:** N/A

**Known challenges/barriers:** None.
# Briefing Paper

**Public Infrastructure & Environmental Sustainability Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Neighborhood and Business Services – Parking Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>“Parking Enforcement” contract extension/amendment with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc.</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>1/28/2019</td>
</tr>
<tr>
<td><strong>Author (email &amp; phone):</strong></td>
<td>Jesten Ray, <a href="mailto:jray@spokanecity.org">jray@spokanecity.org</a>; 509-625-6819</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td>Breean Beggs and Lori Kinnear</td>
</tr>
<tr>
<td><strong>Executive Sponsor:</strong></td>
<td>Theresa Sanders</td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>Finance and Administrative</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
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</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td>June 24, 2020 (end of contract)</td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>Approve contract extension/amendment to continue support and services for 845 credit card enabled on-street parking meters until RFP is complete and new system is in place in 2020.</td>
</tr>
</tbody>
</table>

**Background/History:**
Initial contract was 5 years, this two year extension/amendment with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. will allow Parking Services to continue functioning until the RFP is complete and a new system is in place.

**Executive Summary:**
- DPT provides wireless services, credit card processing and support for 845 on-street DPT Liberty meters.
- Continued data and reports from DPT’s Parking Enterprise Management System (PEMS).
- Return of Duncan Si Vehicle Sensors to DPT.

**Budget Impact:**
- Approved in current year budget? Yes ☑ No ☐
- Annual/Reoccurring expenditure? Yes ☑ No ☐
- If new, specify funding source: N/A
- Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**
- Consistent with current operations/policy? Yes ☑ No ☐
- Requires change in current operations/policy? Yes ☐ No ☑
- Specify changes required: N/A
- Known challenges/barriers: N/A
This Contract Amendment / Extension is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and DUNCAN PARKING TECHNOLOGIES, INC., a subsidiary of CIVICSMART, INC., whose address is 316 N Milwaukee Street, Suite 202, Milwaukee, WI 53202 as ("DPT"), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein DPT agreed to provide for the Parking Meter Wireless Service, Credit Card Processing and Support for Liberty Meters for the City; and

WHEREAS, a change in the original contract and/or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated June 24, 2013 and June 27, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment / Extension shall become effective on June 25, 2018 and shall end on June 24, 2020.

3. AMENDMENT.
The Scope of Work in the original Contract is expanded to include the following additional Work. In the event of a conflict or discrepancy in the Agreement documents, this City’s documents control.

A. SCOPE OF WORK. This Agreement covers the following goods and services in accordance with Attachment A, Support, Warranty and Repairs Support; and Attachment B, Final Negotiated Price Quote:

   • Continued provision of wireless services, credit card processing interface, spare parts and support for the DPT Liberty meters installed under the initial Agreement. These meters are no longer eligible for extended warranty coverage. The communications network that
supports these meters is T-Mobile’s 2G network. Support for this network has not been committed to after 2020 so continued communications support cannot be guaranteed after this period.

- Handheld enforcement software upgrade to latest DPT AutoISSUE version which operates on Android operating system. Software includes integration with DPT Liberty meters as well as third-party systems including Parkeon multi-space meters, Passport mobile payment software, Duncan Solutions, Inc.’s citation processing system, mobile license plate recognition (MLPR) units and other applications. Current handheld software support is provided by DPT to the City as a subcontractor to Duncan Solutions; the City may contract directly with DPT for these services in accordance with this Agreement.

- Continued software license for an unlimited number of authorized City users to web-based, backend Parking Enterprise Management System (PEMS) which integrates with all DPT equipment installed in the City.

B. HANDHELD VALIDATION.

In order to validate the upgrade system, the City will ship DPT two (2) Samsung Galaxy Note 8 smartphones. DPT will install its latest version of AutoISSUE, configured for the City’s business rules, return these devices to the City, and work with City staff to wirelessly pair these devices with two (2) of the City’s existing printers.

During a validation period not to exceed four (4) weeks, City staff will test the software upgrade. During this validation period, all of the City’s required integrations will be in production and the City will be able to issue actual citations. The City will be responsible for providing citation stock.

Specific features to be tested during this validation period include:

- The Handhelds will reflect the paid status of City parking spaces as follows:
  - Within approximately one (1) minute of a payment made at the DPT Liberty meter
  - Within approximately one (1) minute of a Parkeon multi-space meter payment being sent to DPT’s PEMS system
  - Within approximately one (1) minute of a mobile payment transaction being sent to DPT’s PEMS system from the Passport system

- The Handhelds will wirelessly transmit citation data to the Parking Enterprise Management System (PEMS) within one (1) minute of citation issuance. Photos taken with the citation will be transmitted within three (3) minutes of issuance.

- The License Plate Recognition engine will read a license plate and return any matches to the Handheld within five (5) seconds of the license plate read.

Upon completion of the validation period, if the system has met the City’s requirement, the City will: 1) send up to twenty (20) Samsung Galaxy Note 8 smartphones to DPT, and 2) instruct Duncan Solutions to purchase and send twenty (20) Zebra ZQ510 printers to DPT. DPT will load the approved AutoISSUE software and related integrations on the Note 8 devices, pair them with the printers, and return to the City.
4. COMPENSATION.
The City shall pay the amounts shown in the attached DPT Final Negotiated Price Quote. Retail sales tax, where applicable, shall be added to the amounts shown. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

DUNCAN PARKING TECHNOLOGIES, INC., a subsidiary of CIVICSMART, INC.  CITY OF SPOKANE

By: ____________________________________________ By: ____________________________________________
Signature Date Signature Date

Type or Print Name Type or Print Name

Title Title

Attest: Approved as to form:

__________________________________________ ____________________________________________
City Clerk Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Attachment A – Support, Warranty and Repairs
Attachment B – Final Negotiated Price Quote

19-004
Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

<table>
<thead>
<tr>
<th>Name of Subrecipient / Contractor / Consultant (Type or Print)</th>
<th>Program Title (Type or Print)</th>
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<tbody>
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<tr>
<th>Name of Certifying Official (Type or Print)</th>
<th>Signature</th>
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<tr>
<th>Title of Certifying Official (Type or Print)</th>
<th>Date (Type or Print)</th>
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</table>
Attachment A

Support, Warranty and Repairs

1) **Support - Applications.** Software engineers will be available by telephone for support between 6:00 a.m. - 5:00 p.m. PT in support of DPT provided hardware, software and systems including DPT Liberty Meters, AutoISSUE software and PEMS software. Change requests that modify the configuration or features of the system will be quoted separately and are not included.

2) **Support - Hosted Systems.** Where applicable the following shall apply:
   
a) **Server Infrastructure.** DPT will monitor and maintain all application servers, database servers, authentication services, virtualized machines, monitoring servers, backup servers, network equipment (including switches, routers, firewalls, data lines) and other necessary infrastructure components. DPT will install Microsoft system updates, including Windows patches. DPT will tune and maintain database systems.

   b) **System Backups.** Online Oracle Database backups to tape drive will occur nightly. Offline Oracle Database backups will occur weekly. Application server backups will occur nightly. Nightly back-ups will be completed between 2am-5am.

   c) **Software Maintenance.** DPT will install all necessary AutoTRAX updates on the Hosted System infrastructure.

3) **Warranty and Returns.** DPT expressly warrants parking meter and sensor products against defects in materials and workmanship for twelve (12) months from date of installation or fourteen (14) months from the date of delivery to the City, whichever is sooner (Warranty Period). In the case of third party handheld products, the warranty provided by the manufacturer will apply.

   Included in this limited warranty are electronic modules, replacements parts, certain software fixes and upgrades, and accessories. This warranty is expressly limited to repair or replacement of the defective part or parts at DPT's sole discretion. DPT's sole obligation and the City's sole and exclusive remedy related to defective goods and this limited warranty is repair or replacement of defective goods, at DPT's sole discretion, during the Warranty Period. This limited warranty is restricted to the performance defined within the relevant DPT Product Specifications.

   This limited warranty applies to goods determined to be defective in material or workmanship under normal use and service. The following exclusions apply to this limited warranty:

   a) Parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized.

   b) Consumables and batteries, unless proven to be defective upon supply

   c) Unauthorized, imitation or other non-DPT parts, accessories, or alterations

   d) Goods affected by environmental conditions or acts of God
e) Software upgrades or changes due to changes in City systems, software, hardware or other operating environment changes

f) Change requests that modify the configuration or features of the system.

Optional additional warranty coverage is available for an additional cost and must be purchased a minimum of thirty (30) days prior to expiration of any existing warranty.

All parts being returned under this limited warranty for repair will be managed through the Support Desk located in Milwaukee, Wisconsin. To initiate a repair under this limited warranty, the City shall:

1. Call the Support Desk at (414) 877-5481 between 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, email the Support Desk at Support@CivicSmarts.com, or submit a request through the online Jira Work Order tracking system.

2. A customer support representative will review the issue and provide further instruction that may include a Return Merchandise Authorization (RMA) number.

3. The City is responsible for proper packaging and shipment costs to the repair facility. The RMA number must be clearly printed on the outside of any packaging.

4. Parts shipped without contacting the Support Desk in advance may be refused.

5. Shipments without an RMA number clearly printed on the outside of packaging may be delayed in processing or refused.

6. DPT will pay shipping charges to return goods to City after repair or replacement.

THIS LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE WARRANTY PROVIDED BY DPT AND EXCLUDES ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DPT IS NOT RESPONSIBLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF USE OR LOSS OF PROFITS.

4) **Standard Rate for Liberty Repair Outside of Warranty or Extended Maintenance.** Any DPT Liberty mechanisms received outside of Warranty or Extended Maintenance, or returned during the Warranty or Maintenance period but deemed not to be subject to the Warranty or Extended Maintenance, shall be repaired at a cost of $100 plus the cost of material/parts and the cost of shipping and handling. Subject to the availability of spare parts and skilled labor, DPT will do its best to repair these meters but makes no guarantee about its ability to successfully do so.
Attachment B

Final Negotiated Price Quote

(See attached updated quote for existing products and services.)
## 1. Single Space Meter Spare Parts

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>58883</td>
<td>Spare Rechargeable Battery for Liberty Meter</td>
<td>$59.00</td>
<td>1</td>
<td>$59.00</td>
</tr>
<tr>
<td>8907</td>
<td>Single Battery Charger for Liberty Meter Battery</td>
<td>$35.00</td>
<td>1</td>
<td>$35.00</td>
</tr>
<tr>
<td>8880</td>
<td>Liberty Collection Card</td>
<td>$10.00</td>
<td>1</td>
<td>$10.00</td>
</tr>
<tr>
<td>8881</td>
<td>Liberty Technician Card</td>
<td>$10.00</td>
<td>1</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**Subtotal**

### 2. Monthly Fees

SSM - CC - WIRE  
Monthly communications fee and PEMS license - does not include Credit Card Merchant Processing Fees. Price is per Liberty meter per month. Quantity dependent on number of active meters as agreed by the parties.  

<table>
<thead>
<tr>
<th></th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSM - CC - WIRE</td>
<td>$5.50</td>
</tr>
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</table>

Subtotal: Monthly Fees

### 3. Transaction and Recurring Fees

CC - GTWY  
Meter Credit Card Gateway Fees (per transaction fee). Merchant processing fees deducted from proceeds separately.  

<table>
<thead>
<tr>
<th></th>
<th>$0.03 Per Credit Card Transaction</th>
</tr>
</thead>
</table>

### 4. Meter Repairs

RMA - LIB  
Repair of Liberty Meter out of warranty or not eligible for warranty repair.  

$100.00 per mechanism plus actual parts used for the repair and shipping.

### 5. Additional Requirements

- Sales Tax, if applicable, has not been included.
- Equipment is covered by a 1-year standard manufacturer's warranty.
- Shipping Terms FOB Origin. Shipping/Freight not included. Freight and handling will be prepaid and added to the invoice.
- Payment terms: Net 30 Days.
- Customer will be invoiced monthly in advance for recurring service fees.
- Additional service and transaction processing costs apply from third parties, including credit card merchant processing fees. Customer is responsible for setting up merchant processing arrangement.

Continued on next page
Prepared for: Spokane
Quote ID: 18 12 11 500b
Sales Rep: House

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the

Authorized Signature

Date

Print or Type Name

Print or Type Title

Email Address

Phone Number

Bill To Address:

Ship To Address:

Ship To Phone Number:

Programming Contact Information Required:

Contact Name

Contact Phone Number

Contact Email
<table>
<thead>
<tr>
<th>Briefing Paper</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INNOVATIVE INFRASTRUCTURE ADMINISTRATION COMMITTEE</strong></td>
</tr>
<tr>
<td><strong>Division &amp; Department:</strong></td>
</tr>
<tr>
<td><strong>Subject:</strong></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
</tr>
<tr>
<td><strong>Executive Sponsor:</strong></td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
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<tr>
<td><strong>Deadline:</strong></td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
</tr>
</tbody>
</table>

**Background/History:** At the end of the 2018 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2019 budget.

**Executive Summary:**
- An ordinance carrying over from 2018 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.
- This action carries over budget authority for the items noted above, budgeted for in 2018 but not completed at year-end, and appropriates various outstanding grants and capital expenditures in the current year budget, thereby amending Ordinance No. C-35703, passed December 10, 2018.

**Budget Impact:**
- Approved in current year budget? ☑ Yes ☐ No ☐ N/A
- Annual/Reoccurring expenditure? ☑ Yes ☐ No ☐ N/A
- If new, specify funding source: 
- Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**
- Consistent with current operations/policy? ☑ Yes ☐ No ☐ N/A
- Requires change in current operations/policy? ☑ Yes ☐ No ☐ N/A
- Specify changes required:
- Known challenges/barriers: