

Public Infrastructure, Environment and Sustainability Committee
Meeting Agenda for
February 25, 2019
COUNCIL BRIEFING CENTER

The Spokane City Council's Public Infrastructure, Environment and Sustainability Committee meeting will be held at **1:15 p.m. on February 25, 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 January 28, 2019

III. Discussion Items

A. Council Requests

1. Consent Items for Discussion

2. Legislative Items (10 minutes)

B. Staff Requests

1. Avista AMI Meter Deployment Update – Steve Trabun and Vern Malensky (10 minutes)

2. Shared Mobility Policy and Operating Requirements – Kevin Picanco/Brandon Blankenagel (30 minutes)

3. House of Charity Shelter Program Agreement – Kelly Keenan (5 minutes)

4. CDBG Contract for the Rental Repair Pilot Program – Kelly Keenan (5 minutes)

5. Schools, Parks, and Playgrounds Speed Limit Zones Resolution – Bob Turner (10 minutes)

IV. Strategic Initiatives Session – Council Member Beggs and Scott Simmons

- Priority Strategy 1: Rapidly Accelerating Street Pavement Maintenance Projects
County Partnership – Gary Kaesemeyer (10 minutes)

- Priority Strategy 2: Repurposing Public Property to Stimulate Private Investment
Strategic Initiatives Update.

- Priority Strategy 3: Sustainable City
Smart Use of Water Resources – Parks/Water Conservation Projects Update – Garrett Jones/Nick Hamad (15 minutes)

V. Consent Items

1. Clean Diesel Funding Assistance Program

2. Bureau of Reclamation Drought Response Water Grants Applications
3. Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
4. Five Mile Rd. – Lincoln to Strong
5. WSDOT Utility Agreement Reimbursing the City for Water Main relocation at Geiger Blvd./SR 902
6. Relocate Existing 24-inch Sanitary Sewer from Private Property to Electric Avenue Public Right of Way
7. Groundwater Monitoring/Reporting Contract extension with CH2M Engineering
8. Contract Extension for Electrical Technical and Maintenance Support Services
9. Ordinance for uncovered load fines
10. Customer Relationship Management (CRM) Replacement

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

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

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 msteinhofson@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.

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
January 28, 2019

Committee Members Present

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

Staff Present

Angela Albin-Moore, Hannahlee Allers, Kris Becker, Dustin Bender, Brandon Blankenagel, Eldon Brown, Anna Everano, Marlene Feist, Jacob Fraley, Garrett Jones, Gary Kaesemeyer, Kelly Keenan, Dan Kegley, Brian McClatchey, Katherine Miller, Inga Note, Cadie Olsen, Kyle Overbust, David Paine, Chris Peterschmidt, Kevin Picanco, Rick Romero, Loren Searl, Sally Stopher, Kyle Twohig, Al Vorderbrueggen

Guests Present

Council Member Beggs called the meeting to order at 10:30 a.m.

Review and Approval of Minutes

Council Member Beggs asked for a motion to approve the minutes of the December 17, 2018 meeting.

- Action Taken
- Council Member Fagan moved to approve the minutes of the December 17, 2018 meeting as presented; the motion was seconded by Council President Stuckart.

Discussion Items

A. Council Requests

1. Consent Items for Discussion
2. A Special Consideration to Council for the allocations of Lodging Tax Advisory Committee
Council Member Beggs gave a brief overview of the allocations that the Lodging Tax Advisory Committee voted unanimously to allocate and are included in the packet.
3. Sustainability Action Subcommittee Update
Council member Beggs discussed the background and the subcommittee purpose. He will collect feedback on the job description and recruitment. The subcommittee consists of three Committee members: Council Members Breean Beggs, Karen Stratton and Candace Burke.
4. Discussion on Climate Impact Research Consortium (CIRC)
This item was deferred.

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 Beggs and Council Member Mumm reviewed the bills and capital requests being supported by the City Council Legislative team and will send out further details by email including a draft resolution.

B. Staff Requests

1. WSDOT Presentation – Highway 195
2. WSDOT Presentation – Metered Ramps
Katherine Miller introduced Items 1 and 2 and were presented by WSDOT – Glenn Wageman, Traffic/Operations Engineer, Chad Simonson, Project Engineer. Chad described the use of J Turns and showed a powerpoint with the designs for Highway 195 at Thorpe Road. The use of J Turns reduces conflict points at intersecting roads and highways. The current funding for Spring 2019 includes Thorpe Road and future projects, funding dependent are 16th Avenue, Meadowlane Road and Hatch Road. Discussion was had on the metered ramps. The eastbound Highway 195 has been installed and the target date to turn it on will be in April. The other five are slated for 2020 or later including eastbound Walnut, westbound Browne/Division, eastbound Monroe, eastbound, Browne/Division, and eastbound Hamilton.
3. Vacation of Cataldo Avenue
Eldon Brown and Chad Heimbigner, Coffman Engineers, discussed the request to vacation portions of Cataldo Avenue for the Sportsplex between Washington to Howard. Discussion was had on circulation and coordination with neighboring businesses.
4. Post Street Bridge Project
Mark Serbousek and Kyle Twohig gave an update on the Post Street Bridge. Mark discussed the background and the type/size/location study that was done in 2015, options for design. Mark reviewed the funding and current project cost estimates that are nearly \$4 million above available funding. The budget gap includes increase in construction costs impacted by steel tariffs. The next steps will be to continue to complete the design, rebid to try to ensure best value and seek additional funding. If it is within budget construction could begin in spring of 2020.
5. Green Area Right of Way Maintenance Special Budget Ordinance
Dan Kegley gave a brief overview of green area right of way maintenance and the special budget ordinance to begin the program this spring.
6. Spokane County's BUILD Grant along Geiger Blvd
Katherine Miller introduced Brandi Colyar, Spokane County. Brandi discussed the Build Grant application success. She reviewed the infrastructure coordination and phasing. The first phase will begin spring 2019 and second in 2020. She discussed the timing and the memorandums of understanding that will be coordinated with the different partners including the City and County.
7. Six-Year Street Program
Brandon Blankenagel gave an overview of the 2019-2024 projects as well as the 2020-2025 program. He reviewed the new grant awards and the dates for approving the program this year. Discussion was had on the scoring matrix and how projects are introduced. The six year program will be discussed at the February 28th study session.
8. Bikeshare Policy Update

Kevin Picanco and Brandon Blankenagel discussed the progress for the program to date. The next steps in 2019 will be policy work. Kevin outlined the policy conflicts that require work to resolve. The stakeholder group will work through the next steps and will return to PIES on February 25th with a revised ordinance.

Strategic Plan Session

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

- No report this meeting.

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

- No report this meeting.

C. Priority Strategy 3. Sustainable City

- No report this meeting.

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
6. Sole Source Resolution/Contract for Software Maintenance and Support for the Waste to Energy Facility
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

Executive Session

None.

Adjournment

The meeting adjourned at 2:50 p.m.

Prepared by:

Barbara Patrick, Administrative Specialist

Approved by:

Chair

Briefing Paper

Public Infrastructure, Environment, and Sustainability

| | |
|--|---|
| Division & Department: | Public Works Division / Integrated Capital Management |
| Subject: | Shared Mobility (Bikeshare) – Policy and Operating Requirements |
| Date: | 2/25/19 |
| Author (email & phone): | kpicanco@spokanecity.org ; bblankenagel@spokanecity.org |
| City Council Sponsor: | |
| Executive Sponsor: | |
| Committee(s) Impacted: | |
| Type of Agenda item: | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | 2019 SMC Amendments and Shared Mobility Operating Requirements |

Background/History:
The bikeshare pilot in 2018 quickly became a very popular transportation option in the community. City staff have engaged a stakeholder group to advise policy updates. The stakeholders have met and discussed many aspects of the subject ordinances. A “Policy Partner” tool was used to record and validate helmet safety discussions. Ordinance amendments are required before Shared Mobility vendors can legally operate in Spokane. With a goal of rebooting in spring 2019, these amendments must be accomplished in short time.

Executive Summary:

- *In order to have a Shared Mobility program operational by May, only essential code amendments are being sought at this time. Once the program is operational, additional amendments that may take time to vet with the Council and community such as further amendments to the helmet law or shared mobility specific items may be considered.*
- *The “Bikeshare” program – to be known as “Shared Mobility Program” requires some base ordinance amendments to be able to reboot in 2019*
 - *10.17.50 – Helmet Safety (vendor requirements)*
 - *16A.62 – Motorized Personal Transportation Devices*
- *Draft ordinance amendments will be reviewed.*
- *Draft Shared Mobility operating requirements will be introduced.*

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:

ORDINANCE NO. C-_____

An ordinance updating the regulations for personal transportation devices; amending sections 10.17.020, 10.17.030, 10.17.050, 10.17.080, 16A.62.010, 16A.62.030 and 16A.62.040; enacting a new section 16A.62.035; and enacting a new chapter 10.57 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.17.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.020 Definitions

As used in this chapter, the following terms shall have the meanings indicated, unless the context clearly requires otherwise:

A. “Application-based rental of electronically activated personal transportation devices” means a method of renting a personal transportation device solely by means of a smartphone-enabled software application.

~~((A-))~~B. “Approved helmet” means a head covering designed for safety that shall meet or exceed the requirements safety of standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the Snell Foundation, the ASTM (American Society for Testing and Materials), or other subsequent nationally recognized standard for helmet performance as the City may adopt. The helmet must be equipped with either a neck or chin strap that shall be fastened securely while the wheeled vehicle is in motion.

~~((B-))~~C. “Bicycle” means every device propelled solely by human power:

1. upon which a person or persons may ride, and
2. having two tandem wheels either of which is eleven inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter.
3. Within this chapter, the term “bicycle” shall include any:
 - a. attached trailers,
 - b. side cars, and/or
 - c. other device being towed by a bicycle.

~~((C-))~~D. “Electric-assisted bicycle” means a bicycle with:

1. two or three wheels,

2. a saddle,
3. fully operative pedals for human propulsion, and
4. an electric motor.

~~((D-))~~E. “Electric personal assistive transportation device (EPAMD)” means any device meeting the design characteristics as defined in Title 16A SMC.

~~((E-))~~F. “Guardian” means a:

1. parent,
2. legal guardian,
3. adult with custody, or
4. temporary guardian, who maintains responsibility, whether voluntary or otherwise, for the safety and welfare of a person under the age of sixteen years.

~~((F-))~~G. “In-line skates, roller skates and skate shoes” mean every device which is attached to the rider much like a pair of shoes or boots and which has two or more wheels attached in-line or next to each other beneath, and footwear which has internal or external wheels incorporated as a part the footwear, which wheels are incorporated either in-line or next to each other on the bottom of the footwear.

H. “Personal transportation device” means bicycles, electric-assist bicycles, foot scooters, motorized foot scooters, skateboards, motorized skateboards, ~~electronic personal assistive transportation devices, and all other similar devices, but excluding motorized wheel chairs, motor driven cycles, mopeds, motorcycles, and electronic personal assistive transportation devices.~~

~~((G-))~~I. “Public area” means public roadways, sidewalk, bicycle paths, parks or any right- of-way, publicly owned facility or publicly owned property within the City.

~~((H-))~~J. “Scooter” means every device with a platform having two or more wheels beneath it and a balancing handpost or steering device, which the rider balances on top of, and which is propelled solely by human power.

~~((I-))~~K. “Skateboard” means every device with a platform having two or more sets of wheels beneath it, which the rider balances on top of, and which is propelled solely by human power.

Section 2. That section 10.17.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.030 Helmet Required

- A. Any person riding or otherwise operating any ~~((bicycle, electric-assisted bicycle, electric personal assistive transportation device, in-line skates, roller skate(s), skate shoe(s), scooter or skateboard,))~~ personal transportation device as defined in SMC 10.17.020, including any passenger thereon and/ or person being towed thereby, on any public area in the City shall wear an approved helmet, and shall have either the neck or chin strap of the helmet fastened securely while the device is in motion.
- B. No person shall transport another person on or tow another person on a personal transportation device ~~((listed in subsection (A) of this section))~~ upon any public area in the jurisdiction of the City, unless the passenger is wearing an approved helmet.
- C. A guardian is responsible for requiring that a child under the age of sixteen (16) years who is under the guardian's care wears an approved helmet, the neck or chin strap of which is fastened securely, while upon a personal transportation device ~~((listed in subsection (A) of this section))~~ while in motion, or riding as a passenger on a personal transportation device ~~((listed in subsection (A) of this section))~~ in any public area in the City.
- D. It is an affirmative defense to a violation of this section that the guardian responsible for a child under the age of sixteen (16) did require the child to wear an approved helmet at all times that the child was in the guardian's presence.
- E. It is an affirmative defense to a violation of this section for a person wearing an unapproved helmet that the helmet was furnished in conjunction with his rental, lease or use of a personal transportation device ~~((listed in subsection (A) of this section))~~ by a person or organization engaged in the business of renting, leasing or loaning such devices, and that the helmet was fastened securely while riding.
- F. Provisions of this chapter shall not apply to any wheeled devices such as, but not limited to ~~((, electronic scooters or))~~ motor-driven wheelchairs that are designed and utilized for medically related reasons.
- G. For purposes of this chapter, the requirement to wear a helmet shall mean that the helmet shall be worn on the head of the person(s) who is required to wear a helmet with the neck or chin strap of the helmet fastened securely while the device is in motion.

Section 3. That section 10.17.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.050 Rent, Lease or Loan of ~~((a Bicycle, Electric-assisted Bicycle, Electric))~~ Personal ~~((Assistive))~~ Transportation ~~((Device, Skateboard, Roller Blades, Roller Skates, Skate Shoes or Scooter))~~ Devices – Helmet Required

- A. ~~((Any))~~With the exception of application-based rental vendors, all ~~((person))~~persons engaging in the business of renting, leasing or loaning (e.g., “test ride”) any ~~((of the))~~personal transportation ~~((devices listed in SMC 10.17.030(A)))~~device for use in any public area in the City shall supply the person(s) renting, leasing or using any of the devices with approved helmet(s) along with the devices unless the riders and passengers possess approved helmets of their own, and offer proof thereof, for use with the device and further shall notify such persons of the requirements of this chapter to wear a helmet meeting the safety standards described in SMC 10.17.020.
- B. The rental, lease or loan documents (contract, agreement, brochure or receipt) shall advise the person renting, leasing or using any of the devices listed in SMC 10.17.030(A) of the helmet requirements of this chapter and of chapter 16A.62, SMC.

Section 4. That section 10.17.080 of the Spokane Municipal Code is amended to read as follows:


Section 10.17.080 Penalties – Civil Infraction

- A. Any person violating SMC 10.17.030(A), SMC 10.17.040(A), SMC 10.17.050(A) or SMC 10.17.060(A) shall have committed a class 4 civil infraction and shall be liable for monetary penalties as set forth in SMC 1.05.210.
- B. The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within one year and provides proof that he has acquired an approved helmet at the time of appearance in court~~((or has taken class on helmet safety sponsored by the Spokane Regional Health District))~~.
- C. A guardian may be cited for a separate violation of this chapter for each child under sixteen (16) years of age riding on or in tow of a device listed in SMC 10.17.030(A) not wearing an approved helmet.
- D. Each rental and each event under subsection (A) of this section shall be a separate violation.

Section 5. That section 16A.62.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.62.010 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. “Application-based rental of electronically activated personal transportation devices” means a method of renting a personal transportation device solely by means of a smartphone-enabled software application.
- ~~((A-))~~B. “Approved bicycle helmet” means a head covering designed for safety that shall meet or exceed the requirements safety standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the Snell Foundation, the ASTM (American Society for Testing and Materials), or other subsequent nationally recognized standard for helmet performance as the county may adopt. The helmet must be equipped with either a neck or chinstrap that shall be fastened securely while the wheeled-vehicle is in motion.
- ~~((B. “Approved motorcycle helmet” means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chin strap type retention system, with a label required by the Federal Consumer Products Safety Commission as adopted by the Code of Federal Regulations 16 CFR 1203.))~~
- C. “Congested district – Retail zone”; “Retail zone of the congested district” is defined at SMC 16A.04.020. For purposes of this definition, the zone is bounded as follows:
- On the north by the north line of Spokane Falls Boulevard;
 - On the west by the west line of Madison Street;
 - On the south by the south line of BNSF railroad viaduct corridor from Madison Street to Washington Street, the south line of 1st Avenue from Washington Street to Bernard Street and the South line of Sprague Avenue from Bernard Street to Division Street;
 - On the east by the east line of Division Street.
-  The retail zone shall also include both side of Post Street from Spokane Falls Boulevard north to the Post Street Bridge.
- ~~Monroe street north of Spokane Falls Blvd is excluded from the “Congested District – Retail Zone” in application to the requirements herein.~~
- D. “Modified or enhanced” means to alter the settings, displacement/horsepower or muffler effect to achieve greater power and/or performance than provided when the unit was delivered from the factory for sale.
- E. “Motorized foot scooter” means a device with no more than two ~~((ten))~~twelve-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, but may have a seat, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.

- F. “Motorized personal transportation device” shall mean motorized foot scooters, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but shall be deemed to exclude motorized wheel chairs, motor driven cycles, mopeds, ~~((electrically assisted bicycles,))~~ motorcycles, ~~and electronic personal assistive transportation devices.~~
- G. “Motorized skateboard” means every device with a platform having ~~((two))~~ one or more sets of wheels beneath it, which the rider balances on top of, and which is either propelled by an attached or auxiliary, electric or gasoline motor.
- H. “Personal transportation device” means bicycles, electric-assist bicycles, foot scooters, motorized foot scooters, skateboards, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but excluding motorized wheel chairs, motor driven cycles, mopeds, and motorcycles.
- ~~((H-))~~ I. “Street,” for the purposes of chapter 16A.62 SMC only, means the entire width between the curb boundary lines, including the shoulder, of every way publicly maintained in the City of Spokane when any part thereof is open to the use of the public for purposes of vehicular travel or parking.

Section 6. That section 16A.62.030 of the Spokane Municipal Code is amended to read as follows:

Section 16A.62.030 Requirements for Operating Motorized Personal Transportation Devices

- A. Minimum Age.
No person may operate a motorized personal transportation device on a street, alley, sidewalk, or other public area unless the person is sixteen (16) years of age or older.
- B. Passengers – Towing.
Only one person may occupy a motorized personal transportation device at one time. No operator of a motorized personal transportation device may transport passengers or tow other devices or persons behind a motorized personal transportation device.
- C. Helmet Required.
~~((4-))~~ Any person operating a motorized personal transportation device ~~((propelled by an internal combustion engine))~~ upon any ~~((upon any))~~ street, alley, or other public area in the City shall wear an approved ~~((motorcycle))~~ bicycle helmet ~~((designed for safety on his or her head and shall have either the neck or chin strap of the helmet fastened securely~~

~~while the motorized personal transportation device is in motion))~~in accordance with chapter 10.17, SMC.

~~((2. Any person operating a motorized personal transportation device propelled by an electric motor, upon any street, alley, sidewalk, or other public area in the City shall wear an approved motorcycle helmet designed for safety on his head and shall have either the neck or chin strap of the helmet fastened securely while the electrically propelled motorized personal transportation device is in motion.))~~

D. Lighting Required.

1. All motorized personal transportation devices, when in use on any street, alley, sidewalk, or other public area during the hours of darkness set forth in RCW 46.37.020 shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front.
2. All motorized personal transportation devices, when in use on any street, alley, sidewalk, or other public area during the hours of darkness shall be equipped with a red reflector on the rear of a type approved by the Washington State Patrol which shall be visible from all distances up to six hundred (600) feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred (500) feet may be used in addition to the red reflector. A light-emitting diode flashing taillight visible from a distance of five hundred (500) feet to the rear may also be used in addition to the red reflector.
3. All motorized personal transportation devices equipped with a head lamp and/or tail lamp, are required to have the lamps on and functioning at all times when the motorized personal transportation device is being operated on street, alley, sidewalk or other public area.

E. Muffler Required.

Motorized personal transportation devices powered by an internal combustion engine shall have a properly functioning engine muffler attached and constantly operational during use of the motorized personal transportation device to prevent a "public disturbance noise" as defined in SMC 10.08.020. The use of a cutout, bypass, or similar muffler elimination device is prohibited on all motorized personal transportation devices powered by an internal combustion engine.

F. Brake Required.

Motorized personal transportation devices shall be equipped with a rear brake which, when applied, will enable the operator to make the braked wheel(s) skid on dry, level, clean pavement.

G. Modifications Prohibited.

Motorized personal transportation devices operated within the City of Spokane shall not be modified or enhanced in design or construction from the specifications provide by the manufacturer, unless to comply with the requirements of this chapter.

Section 7. That there is enacted a new section 16A.62.035 of the Spokane Municipal Code to read as follow:

Section 16A.62.035 Rental of Motorized Personal Transportation Devices

It shall be unlawful for application-based shared mobility vendors to rent motorized personal transportation devices in the City of Spokane without first obtaining a permit for the purpose and as required by chapter 10.57, SMC (Rental of Personal Transportation Devices).

Section 8. That section 16A.62.040 of the Spokane Municipal Code is amended to read as follows:

Section 16A.62.040 Prohibited Areas

A. Retail Zone of the Congested District.

It is unlawful for any person to operate or ride upon a motorized personal transportation device upon any ~~((street, alley,))~~ sidewalk ~~((, public trail, park,))~~ or publicly-owned parking lot in the retail zone of the congested district.

B. Parks.

It is unlawful for any person to operate or ride upon a motorized personal transportation device in any park, as defined in SMC 12.06.030. Violations of this restriction are subject to the specific penalties set forth in SMC 12.06.100.

C. Sidewalks.

It is unlawful for any person to operate or ride upon a motorized personal transportation device propelled by an internal combustion engine on any sidewalk.

D. Public Trails.

It is unlawful for any person to operate or ride upon a motorized personal transportation device propelled by an internal combustion engine, on any public trails, including the Centennial Trail, within the Spokane city limits.

E. Certain Streets.

It is unlawful for any person to operate or ride upon a motorized personal transportation device on any street with a speed limit greater than ~~((twenty-five))~~ thirty (30) miles per hour.

Section 9. That there is enacted a new chapter 10.57 of the Spokane Municipal Code to read as follows:

Chapter 10.57 Rental of Personal Transportation Devices
Section 10.57.010 Permit Required

No person may rent personal transportation devices within the City of Spokane without first obtaining a permit to do so as required by this chapter.

Section 10.57.020 License Class

Personal transportation device rental permits are Class I licenses as provided in chapter 4.04 SMC.

Section 10.57.030 Definitions

All terms used herein have the definitions specified in SMC 10.17.020 and SMC 16A.62.010.

Section 10.57.040 Application

A. Requests for Qualifications/Requests for Proposals.

The City may, at its sole discretion, issue a request for qualifications or a request for proposals for the rental of shared personal transportation devices in public places in Spokane.

B. Selection of Vendor/Acceptance of Proposal(s).

Upon the close of the period for evaluating requests for qualifications or requests for proposals, the City may select one or more vendor(s) to operate personal transportation device rental services in Spokane.

C. Permit Issuance and Terms.

Upon selecting qualified vendor(s), the City shall condition the issuance of a permit, for a term of one year, upon the following qualifications:

1. [put the operational minimum mandatory terms here]

Commented [PK1]: Allow up to two, one-year extensions.

Section 10.57.050 Insurance Required

An applicant for personal transportation device rental vendor permit shall, prior to issuance of such a permit, provide and maintain in full force and effect while the permit is in effect, public liability insurance in the amount specified by SMC 12.02.0730(B) to cover potential claims for bodily injury, death or disability and for property damage,

which may arise from or be related to the use of the public property by persons renting personal transportation devices from the permittee, and naming the City as an additional insured.

Section 10.51.060 Indemnity-Permit Revocation

The applicant for a personal transportation device rental vendor permit shall deliver to the City, on a form supplied by the City, signed and acknowledge agreement by the applicant to defend, indemnify, and hold the City harmless from any and all claims, actions or damages or liabilities of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation of personal transportation device rental activity. In addition, the agreement shall contain a provision that the permit is wholly of a temporary nature, that it vests no permanent right whatsoever, that it may be suspended or revoked pursuant to the procedures set forth in SMC 4.04.080.

Section 10.57.070 Violation

- A. This chapter is subject to the administrative provisions of chapter 4.04 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane hearing examiner.
- B. Personal transportation device rental vendors must comply with all state and local laws.
- C. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

| | |
|--|---|
| Division & Department: | Neighborhood and Business Services – Community, Housing, and Human Services Department |
| Subject: | House of Charity Shelter Program Agreement |
| Date: | 2/12/2019 - Updated 2/22/19 |
| Author (email & phone): | Kelly Keenan (kkeen@spokanecity.org ext. 6056) |
| City Council Sponsor: | N/A |
| Executive Sponsor: | Kelly Keenan |
| Committee(s) Impacted: | Public Safety and Community Health |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | 2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development |
| Strategic Initiative: | Safe & Healthy / Reduce Homelessness |
| Deadline: | Effective Date for the agreement is 1/1/2019 |
| Outcome: (deliverables, delivery duties, milestones to meet) | CHHS is requesting permission to enter into agreement with Catholic Charities for the House of Charity Shelter program. |
| Background/History: The House of Charity Shelter provides nightly shelter capacity for 109 men and nightly overflow sleeping capacity for women, in addition to ancillary shelter services available on-site to shelter clients. Although 24/7 shelter services were reduced 9/1/18, the House of Charity shelter continues to provide essential sheltering for extremely vulnerable men and women on a nightly basis. | |
| Executive Summary: <ul style="list-style-type: none"> The total amount of agreement is \$389,496 (updated 2/20/19 from \$576,114) for January 1 – June 30, 2019. This agreement funds shelter services to bridge the gap until the new five year services award cycle begins July 1, 2019. | |
| Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None. | |

Briefing Paper

Public Infrastructure, Environment, and Sustainability

| | |
|---|--|
| Division & Department: | Community, Housing, and Human Services (CHHS) |
| Subject: | CDBG contract for the Rental Repair Pilot program |
| Date: | February 25, 2019 |
| Author (email & phone): | Paul Trautman ptrautman@spokanecity.org 625-6329 |
| City Council Sponsor: | Breean Beggs, Committee Chair |
| Executive Sponsor: | Kelly Keenan, CHHS Director |
| Committee(s) Impacted: | PIES and Urban Experience |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: | 2015-2020 Consolidated Plan |
| Strategic Initiative: | Expand the supply of decent, safe, sanitary, and affordable housing. |
| Deadline: | March 31, 2019 |
| Outcome: | Improve quality of existing rental housing by offering property improvement loans to owners of small rental properties serving low-income renters. |
| Background/History: The CHHS Board has approved a CDBG-funded Rental Repair Pilot program to provide repair loans to owners of small rental properties. HUD requires that repaired properties serve low-income renters at affordable rents. This program is an extension of the longstanding Single Family Rehabilitation loan program. This program will be delivered by SNAP. | |
| Executive Summary: CHHS staff, Board, and Affordable Housing Committee have created the Rental Repair loan product for repairs to small rental properties in the City of Spokane. These loans will improve housing quality, tenant safety, energy efficiency, and appearance of 1 – 7 unit rental properties. This program utilizes CDBG funds which triggers certain federal regulations, including: prevent tenant displacement, repair hazardous lead-based paint, serve low-income renters, and charge affordable rent. Additional restrictions were added, such as: prioritized repairs, borrower eligibility, property eligibility, and loan provisions. The Rental Repair Pilot program outline is attached. | |
| Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: Generates CDBG Program Income to the CHHS Revolving Loan Fund | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: No Known challenges/barriers: None | |

Rental Repair Pilot

Sub-Program of Single Family Rehabilitation

Program Outline

BACKGROUND and PURPOSE

Since 1978, the City of Spokane Single Family Rehabilitation program has provided over 3,400 loans to low-income homeowners for needed in-home health and safety repairs. This program received a 1998 HUD John J. Gunther Blue Ribbon Practices in Housing award. The City has delivered this program under contracts with various professional program managers. From 2004-2013, this program expanded to include a Rental Improvement Program offering loans up to \$10,000 repaid at 3% interest over 10 years for privately-owned 1-4 unit rental properties. This program was underutilized at about 20 loans over 9 years.

Given renewed interest in both homeowner and renter housing quality, this 2019 Rental Repair Pilot will provide loans to owners of small rental properties to improve housing quality, tenant safety, energy efficiency, and appearance. Each property must meet minimum HUD standards and compliance including: Uniform Relocation Act (URA); HUD Title X Lead Based Paint; at least 51% of occupants at/below 80% of Area Median Income (AMI); and all units renting at/below HUD Fair Market Rent (FMR) for 5 years.

PROGRAM ELIGIBILITY

ELIGIBLE PROPERTY

Program Manager will determine eligible rental properties based on the following criteria:

- At minimum, 51% of units are rented by tenants at/below 80% AMI
- All units have monthly rent at/below HUD FMR (determined the affordable rent standard)
- Property will be operated as rental housing for at least 5 years
 - Property has 7 or fewer units
 - All Mandatory repairs can be completed at project completion within available loan funds
 - The property cannot be for sale

ELIGIBLE BORROWER

Borrowers must be eligible, responsible, businesslike, and creditworthy. An eligible borrower will be the legal owner of the rental property and shall agree to meet all HUD and Pilot program requirements. A responsible borrower will have no unresolved Fair Housing complaint, Code Enforcement complaint, or Building Official substandard property listing. A businesslike borrower will demonstrate pride of ownership, competent property management, unit leasing in compliance with the Washington State Landlord-Tenant Act, adequate property records, and ability to pay all rental-property expenses (including this loan) from rent proceeds. A creditworthy borrower will be current on property taxes, hazard insurance, and any mortgage payments; have a good credit; have good payment history on any mortgage or lien; no unresolved judgement or lien; no Chapter 7 bankruptcy that is not discharged; and no Chapter 13 bankruptcy not current on payments.

ELIGIBLE REPAIRS

This program is funded with HUD CDBG funds that cannot be used for luxury improvements (e.g. non-standard work, air conditioning (unless medically required), new housing construction, or building footprint expansion (e.g. accessory dwellings or additions). All repairs must be program-

and CDBG-eligible. Repairs can be applied to rental unit interiors, building exteriors, and tenant common areas. This program includes Mandatory, Priority, and Secondary repairs.

Mandatory Repairs:

All Mandatory repairs must be completed at the completion of a Rental Repair Pilot project so that no rental property or unit within that property is partially safe at project completion.

Mandatory repairs include building components that:

- Violates HUD Housing Quality Standards (HQS)
- Must be addressed under HUD Title X Lead Based Paint regulation
 - Declared noncompliant by City Code Enforcement and/or Building Official
 - Failing Orangeburg sewer pipe (if present)
 - Roofing with less than 5 years of useful life

Priority Repairs:

Priority repairs are eligible and suggested but not required. Priority repairs include:

- Security (e.g., CPTED, lighting, new locks, security cameras)
- Improve interior health (e.g., manage excess water/moisture, ventilate, replace carpet with hard surface flooring, paint all surfaces, pest management)
- Improve handicap accessibility in at least 1 unit
- Improve energy efficiency (e.g., insulation, low-flow plumbing, new furnace)

Secondary Repairs:

Secondary repairs are eligible and optional to borrowers seeking additional repairs within available loan funds. A borrower must demonstrate that Priority repairs are satisfied before expanding a scope of work to include Secondary repairs. Secondary repairs include:

- Update aged/damaged fixtures (e.g., cabinets, countertops plumbing fixtures)
- Improve exterior appearance (e.g., siding, painting, sidewalk repair, and xeriscape if a demonstrated need)

All program-funded repairs shall be completed under a general construction contract between the borrower and a program-approved contractor that is facilitated by the Program Manager.

Property owners cannot perform program-funded repairs. Permits must be purchased and final inspections passed.

ELIGIBLE PROJECTS

Due to HUD funding, specific regulations apply to rental housing projects. This includes:

- At project application (or vacant unit lease-up), at least 51% of unitsⁱ shall be occupied by tenants at/below 80% AMI (defined by HUD Part 5) and paying rent at/below HUD FMR.
- Projects must comply with rent and income restrictions for a minimum of 5 years.
- Tenants are protected by URA, including: tenant notices, 1-year rent freeze, reasonable conditions during construction, no-cost temporary move if needed, and 5 years of tenant income & rent reporting.
- Compliance with Fair Housing, Affirmative Marketing, and lead-based paint regulations.

PROGRAM MANAGEMENT

The procured Program Manager will manage the Rental Repair Pilot program in tandem with the related Single Family Rehabilitation Program. The Program Manager will determine eligible properties, borrowers, tenants, and rents; develop the construction scope of work; calculate maximum loan amount; document appropriate rents and tenant incomes; determine necessary tenant

relocation and notice; close and document loans; and facilitate repairs in accordance with program and CDBG guidelines.

This program is available citywide. For this initial offering, the Pilot program will be target-marketed to the West Central Neighborhood and The Zone. This provides initial preference for areas having high concentration of rental properties and older homes in below-average condition.

Program Manager may administratively close-out a project for borrower or tenant persistent noncooperation with program requirements.

DOCUMENTATION REQUIREMENTS

The Program Manager will collect the following documentation:

- Occupancy documentation including self-certified tenant incomes where at least 51% of current tenants are at/below 80% AMI and all monthly rents are at/below FMR
- Evidence of delivery of required URA tenant notice(s)
- Pro forma projecting positive cash flow over the loan term (typically a 1.2 Debt Coverage Ratio)
- Demonstrated fiscal viability by Profit & Loss Statement, most recent tax return, or similar
- Borrower's agreement to 1 year of no rent increase and 5-years of affordable housing compliance (51% of renters served at/below 80% AMI and all rents at/below FMR)
- Program loan agreements including a Promissory Note and recorded Deed of Trust
- Written agreements for program-funded construction and loan disbursements

THE LOAN

LOAN AMOUNT

The loan amount will be the total of Rental Repair-paid construction costs. Program Manager, loan closing, recording, appraisal, and program-mandated testing costs will not be added to the loan.

The minimum loan amount is \$10,000. The maximum loan is the lesser of \$15,000 per-unit or 100% combined loan-to-value (CLTV). CLTV includes all existing loans plus the Rental Repair program loan. Property value is calculated by adding 25% of the Rental Repair loan amount to the greater of a) the current Spokane County assessed value, b) averaged Spokane County Assessor comparable sales for last 12 months excluding high and low sales, or c) appraisal needed to reasonably establish sufficient equity.

LOAN TERMS

Loans accrue interest and must be repaid in monthly installments. Loans accrue 3% interest amortized over a 10 year repayment period. CHHS can authorize Program Manager to extend the amortizing loan repayment period up to 20 years at 3.5% interest provided that the additional repayment time is reasonable, required to accomplish adequate debt coverage ratio, and does not exceed the lifespan of program-funded repairs. CHHS can declare loan default for borrower's failure to provide 51% of units serving renters at/below 80% AMI and/or failure to rent all units at/below FMR.

SECURED LOANS

All Rental Repair loans shall be secured with a recorded Deed of Trust upon the property which can be in subordinate lien position. However, all superior loans must be acceptable mortgage debt (e.g., no variable interest rate, no balloon payment within Rental Repair loan term). Program Manager will consider loan risk if the property has cross-collateralized debt.

MANDATORY TENANT PROTECTIONS

FAIR HOUSING & AFFIRMATIVE MARKETING

Borrower must affirmatively market vacant rental units to low-income renters who might not otherwise apply, use the Equal Opportunity Housing logo in advertisements, and display a Fair Housing poster onsite. No applicant can be excluded or denied benefits or subject to discrimination due to federal or state protected class.

UNIFORM RELOCATION ACT (URA)

Borrower must provide required URA notices to tenants. Borrower must maintain reasonable occupancy conditions during construction. Borrower must, at borrower's expense, accommodate URA-required temporary tenant moves (an eligible loan expense). Borrower cannot evict a tenant or refuse to renew a lease to meet or avoid compliance with a HUD requirement. Borrower cannot increase rent during the first year following project completion.

PROVIDE AFFORDABLE RENTAL HOUSING

Following loan execution: For 5 years, borrower must agree to annually report to City CHHS tenant occupancy data demonstrating at least 51% of tenants are at/below 80% AMI and all units are rented at/below HUD FMR.

LOAN SERVICING and COMPLIANCE

The City of Spokane services all loans including: loan payments, payoff, subordination, and refinance requests. The City will enforce loan requirements and can declare an event of default. Events of default can include borrower's failure to: adequately maintain the property; make loan payments; pay hazard insurance and property taxes; and/or satisfy 5-year affordable rental housing requirements.

ⁱ 51% of Units: For duplexes, at least one unit must be occupied by a low-income renter. For triplexes, at least two units must be occupied by low-income renters. For larger properties, 51% of units shall be rounded-up to the next whole number of units. Multiple building rental properties located on the same or contiguous property and under common ownership and management may be considered as "one building" where 51% of all units in that presumed "one building" must be occupied by low-income renters.

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|--|---|
| Division & Department: | Public Works / Street Department |
| Subject: | School, Parks, and Playground Speed Limit Zones Resolution |
| Date: | February 2019 |
| Author (email & phone): | Bob Turner (bturner@spokanecity.org 232-8800) |
| City Council Sponsor: | Council President, Ben Stuckart |
| Executive Sponsor: | Scott Simmons |
| Committee(s) Impacted: | PIES |
| Type of Agenda item: | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Policy |
| Strategic Initiative: | To establish a comprehensive list of the school, park, and playground speed limit zones throughout the City of Spokane. |
| Deadline: | Upon passage. |
| Outcome: (deliverables, delivery duties, milestones to meet) | This will adopt all current school, park, and playground speed limit zones and establish a comprehensive list for ease of reference and/or future modification, additions or other revisions. |
| Background/History: In an effort to address the current, and future, needs and operations of school, park, and playground speed limit zones in the City of Spokane, this resolution has been created to adopt all current speed limit zones and establish a comprehensive list for ease of reference and/or for future modification, additions or revisions. | |
| Executive Summary: <ul style="list-style-type: none"> • Adopt all existing school, park, and playground speed limit zones • Establish a comprehensive list for future changes • Budget impact for short term planned changes | |
| Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers: | |

CITY OF SPOKANE
SPOKANE COUNTY WASHINGTON
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, AFFIRMING THE ESTABLISHMENT OF SCHOOL, PARK, AND PLAYGROUND SPEED ZONES WITHIN THE CITY OF SPOKANE AND ADOPTING THE SCHOOL ZONE, PARK/PLAYGROUND ZONE SPEED LIMIT SCHEDULE AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Spokane City Council from time to time may modify speed limits to better reflect changing traffic conditions and roadway characteristics; and,

WHEREAS, the Spokane City Council adopted Spokane Municipal Code Section 16A.02.010 that adopts by reference WAC 308-330-270 which, in pertinent part, provides that the maximum speed limits for streets can be established by resolution pursuant to RCW 46.61.415; and,

WHEREAS, the Spokane City Council has authority under WAC 308-330-270 to reduce/change speed limits in areas in and around schools, parks and playgrounds, provided that such alteration shall be made on the basis of an engineering and traffic investigation, be reasonable and safe, and in the interest of the health, safety, and welfare of the citizens of this City; and,

WHEREAS, the Spokane City/Traffic Engineer, being responsible for the placement of traffic signs regulating traffic within the City of Spokane, in the exercise of professional engineering judgement after performing an engineering and traffic investigation has determined, in accordance with the duties prescribed by law, all school, park/playground zones throughout the City of Spokane in **Exhibit A** attached to this Resolution and entitled "School Zone, Park/Playground Zone Speed Limit Schedule"; and,

WHEREAS, the Spokane City Council is requested to affirm the established reduced/changed speed limits in and around all school, park/playground zones as has been determined by the City/Traffic Engineer and adopt a comprehensive Council Resolution establishing the designation of all school, park/playground zones as determined by the Spokane City/Traffic Engineer and contained within the "School Zone, Park/Playground Zone Speed Limit Schedule" attached to this Resolution as **Exhibit A**.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Spokane we hereby affirm and recognize the established reduced/changed speed limits in areas in and around schools, parks and playgrounds within the City of Spokane as having been determined by the Spokane City/Traffic Engineer in accordance with his/her duties as prescribed by law and contained within the "School Zone, Park/Playground Zone Speed Limit Schedule" attached to this Resolution as **Exhibit A**; and

BE IT FURTHER RESOLVED that the City Council of Spokane approves and adopts the "School Zone, Park/Playground Zone Speed Limit Schedule" attached to this Resolution and identified as **Exhibit A**; and

BE IT FURTHER RESOLVED that the City Council of Spokane hereby repeals in its entirety any such previous adoption reducing/changing speed limits in areas in and around schools, parks and playgrounds within the City of Spokane which are inconsistent with those set forth in **Exhibit A**; and

BE IT FURTHER RESOLVED by the City Council of Spokane that **Exhibit A** may be amended in the future by further Resolution of the City Council of Spokane as is determined by the Spokane City/Traffic Engineer or as may otherwise be required; and

BE IT FURTHER RESOLVED by the City Council of Spokane that should any section, subsection, sentence or clause of this Resolution or **Exhibit A** is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of this Resolution and/or **Exhibit A**.

Adopted by City Council on _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

School Zone, Park/Playground Zone Speed Limit Schedule

School Speed Zones

SCHOOL SPEED ZONES:

The following road sections have been designated as school zones. The maximum speed allowable on the said road sections shall be 20 miles per hour as designated with any of the signage options pursuant to Washington Administrative Code section 392-151-035 as adopted or amended. The Council may establish any changes to speed limits or school speed zones by resolution.

TWENTY MILES PER HOUR:

ADAMS ELEMENTARY

RAY STREET from 75 feet south of 34th Avenue to 19 feet south of 36th Avenue.

FREYA STREET from 38 feet south of 34th Avenue to 75 feet south of 36th Avenue.

36th AVENUE from 436 feet east of Regal Street to 210 feet east of Fiske Street.

ALL-SAINTS ELEMENTARY

FREYA STREET from 74 feet south of 17th Avenue to 272 feet south of 18th Avenue.

18th AVENUE from 178 feet east of Ralph Street to 353 feet east of Thor Street.

ALL-SAINTS MIDDLE SCHOOL

PERRY STREET from 132 feet south of 32nd Avenue to 219 feet south of 34th Avenue.

ARLINGTON ELEMENTARY

SMITH STREET from 360 feet north of Francis Avenue to 786 feet north of Francis Avenue.

FRANCIS AVENUE from 105 feet east of Altamont Street to 100 feet east of Smith Street.

ASSUMPTION ELEMENTARY

INDIAN TRAIL ROAD from 129 feet west of Beacon Avenue to 338 feet west of Weile Avenue.

AUDUBON ELEMENTARY

BELT STREET from 195 feet north of Montgomery Avenue to 100 feet north of Jackson Avenue.

CANNON STREET from Jackson Avenue to 172 feet north of Jackson Avenue.

ASH STREET from 17 feet north of Chelan Avenue to 93 feet north of Northwest Blvd.

MAPLE STREET from 330 feet north of Carlisle Ave to 41 feet north of Chelan Avenue.

NORTHWEST BLVD from 32 feet west of Jackson Avenue to 105 feet west of York Avenue.

YORK AVENUE from 163 feet west of Walnut Street to 270 feet west of Maple Street.

CARLISLE AVENUE from 317 feet west of Oak Street to 365 feet west of Cannon Street.

BALBOA ELEMENTARY

ELMHURST STREET from 149 feet north of Houston Avenue to Holyoke Avenue.

AUDUBON STREET from Holyoke Avenue to 488 feet north of Holyoke Avenue.

HOLYOKE AVENUE from 59 feet west of A Street to 168 feet west of Elmhurst Street.

BEMISS ELEMENTARY

CRESTLINE STREET from 29 feet north of Bridgeport Avenue to 285 feet north of Courtland Avenue.

STONE STREET from 231 feet north of Liberty Avenue to 245 feet north of Courtland Avenue.

BRIDGEPORT AVENUE from 55 feet east of Lee Street to 18 feet east of Altamont Street.

EUCLID AVENUE from 48 feet east of Altamont Street to 222 feet east of Cook Street.

BROWNE ELEMENTARY

UPPER DRISCOLL BLVD from Queen Place to 180 feet north of Queen Place.

DRISCOLL BLVD from 173 feet north of Broad Place to 446 feet north of Queen Place.

QUEEN PLACE from 162 feet west of Greenwood Blvd to Upper Driscoll Blvd.

TEC @ BRYANT ELEMENTARY

ASH STREET from Broadway Avenue to 152 feet north of Mallon Avenue.

CATALDO ELEMENTARY

BERNARD STREET from 283 feet south of 16th Avenue to 86 feet south of 19th Avenue.

18th AVENUE from 235 feet west of Bernard Street to 438 feet west of Stevens Street.

CHASE MIDDLE SCHOOL

37th AVENUE from 32 feet east of Dearborn Street to 4 feet east of Lloyd Street.

COOPER ELEMENTARY

THOR STREET from 285 feet north of Euclid Avenue to 274 feet north of Bridgeport Avenue.

FREYA STREET from 170 feet north of Cleveland Avenue to 270 feet north of Bridgeport Avenue.

BRIDGEPORT AVENUE from 10 feet east of Ralph Street to 361 feet east of Freya Street.

EUCLID/FREDERICK AVENUE from 325 feet east of Thor Street to 11 feet east of Sycamore Street.

FERRIS HIGH SCHOOL

REGAL STREET from 267 feet south of 35th Avenue to 532 feet south of 39th Avenue.

37th AVENUE from 318 feet east of Mt Vernon Street to 1,220 feet east of Regal Street.

FINCH ELEMENTARY

ALBERTA STREET from 27 feet north of Kiernan Avenue to 238 feet north of Providence Avenue.

DRISCOLL BLVD from 341 feet north of Gordon Avenue to 141 feet north of Providence Avenue.

MILTON STREET from 178 feet north of Gordon Avenue to Kiernan Avenue.

PROVIDENCE AVENUE from 195 feet west of Driscoll Blvd to 97 feet west of A Street.

NORTHWEST BLVD from 78 feet west of Euclid Avenue to 10 feet west of A Street.

FRANKLIN ELEMENTARY

MT. VERNON STREET from 10 feet south of 15th Avenue to 166 feet south of 17th Avenue.

17th AVENUE from 127 feet east of Cook Street to 302 feet east of Mt Vernon Street.

GARFIELD ELEMENTARY

POST STREET from 285 feet north of Shannon Avenue to 280 feet north of Mansfield Avenue.

HOWARD STREET from 260 feet north of Shannon Avenue to 25 feet north of Montgomery Avenue.

WASHINGTON STREET from 266 feet north of Augusta Avenue to 20 feet north of Shannon Avenue.

WASHINGTON STREET from 267 feet north of Shannon Ave to 16 feet north of Montgomery Avenue.
CALISPEL STREET from 150 feet north of Shannon Avenue to 200 feet north of Mansfield Avenue.
NORMANDIE STREET from Mansfield Avenue to 238 feet north of Mansfield Avenue.
BUCKEYE AVENUE from 20 feet west of Atlantic Street to 267 feet west of Normandie Street.
MANSFIELD AVENUE from 295 feet west of Division Street to 128 feet west of Washington Street.
KNOX AVENUE from 44 feet west of Atlantic Street to 128 feet west of Washington Street.
INDIANA AVENUE from 325 feet west of Normandie Street to 25 feet west of Stevens Street.

GARRY MIDDLE SCHOOL

NEVADA STREET from 265 feet north of Rowan Avenue to 262 feet north of Central Avenue.

GLOVER MIDDLE SCHOOL

ALBERTA STREET from 200 feet north of Lacrosse Avenue to 319 feet north of Heroy Avenue.
BELT STREET from 638 feet north of Walton Avenue to 120 feet north of Longfellow Avenue.

GRANT ELEMENTARY

IVORY STREET from 114 feet south of Eighth Avenue to Ninth Avenue.
NINTH AVENUE from 402 feet east of Arthur Street to 216 feet east of Ivory Street.

HAMBLÉN ELEMENTARY

NAPA STREET from 16 feet south of 40th Avenue to Thurston Avenue.
MARTIN STREET from Thurston Avenue to 175 feet south of Thurston Avenue.
CRESTLINE STREET from 127 feet south of Lee Avenue to 142 feet south of Thurston Avenue.
37th AVENUE from 267 feet east of Pittsburg Street to 400 feet east of Napa Street.
THURSTON AVENUE from 16 feet east of Napa Street to 20 feet east of Lee Street.

HOLMES ELEMENTARY

LINDEKE STREET from 178 feet north of Boone Avenue to 319 feet north of Sharp Avenue.
COCHRAN STREET from 48 feet north of Boone Avenue to 327 feet north of Sharp Avenue.
SHARP AVENUE from 381 feet west of Nettleton Street to 200 feet west of Lindeke Street.
BOONE AVENUE from 271 feet west of Nettleton Street to 331 feet west of Lindeke Street.

HUTTON ELEMENTARY

GRAND BLVD from 16 feet south of 24th Avenue to 307 feet south of 25th Avenue.
GARFIELD ROAD from Plateau Road to 242 feet south of 24th Avenue.
24th AVENUE from Garfield Road to 201 feet east of Plateau Road.

INDIAN TRAIL ELEMENTARY

SUTHERLIN STREET from 28 feet north of Woodside Avenue to 246 feet north of Weile Avenue.
WEILE AVENUE from 133 feet west of Winston Drive to 126 feet west of Sutherlin Street.
WOODSIDE AVENUE from 208 feet west of Fleming Street to 106 feet west of Sutherlin Street.

JEFFERSON ELEMENTARY

MANITO BLVD from 104 feet south of 36th Avenue to 242 feet south of 37th Avenue.
GRAND BLVD from 352 feet south of 35th Avenue to 215 feet south of 37th Avenue.
37th AVENUE from 225 feet west of Manito Blvd to 215 feet east of Tekoa Street.

37th AVENUE from 173 feet east of Lamonte Street to 200 feet east of Grand Blvd.

LEWIS & CLARK HIGH SCHOOL

STEVENS STREET from 63 feet south of Third Avenue to 312 feet south of Fifth Avenue.

LIDGERWOOD ELEMENTARY

LIDGERWOOD STREET from 165 feet north of Sanson Avenue to 50 feet north of Nebraska Avenue.

ADDISON STREET from 265 feet north of Sanson Avenue to 83 feet north of Nebraska Avenue.

ROWAN AVENUE from 468 feet east of Mayfair Street to 240 feet east of Addison Street.

LINCOLN HEIGHTS ELEMENTARY

THOR STREET from 203 feet south of 21st Avenue to 158 feet south of 23rd Avenue.

FREYA STREET from 42 feet south of 21st Avenue to 260 feet south of 22nd Avenue.

22nd AVENUE from Thor Street to 118 feet east of Thor Street.

23rd AVENUE from 400 feet east of Ray Street to 264 feet east of Thor Street.

LOGAN ELEMENTARY

HAMILTON STREET from 266 feet north of Baldwin Avenue to 16 feet north of Carlisle Avenue.

NEVADA STREET from Carlisle Avenue to 167 feet north of Carlisle Avenue.

COLUMBUS STREET from 150 feet north of Illinois Avenue to 150 feet north of Carlisle Avenue.

CARLISLE AVENUE from 165 feet east of Hamilton Street to 150 feet east of Columbus Street.

MONTGOMERY AVENUE from 55 feet east of Hamilton Street to 310 feet east of Columbus Street.

ILLINOIS AVENUE from 38 feet east of Cincinnati Street to 495 feet east of Columbus Street.

LONGFELLOW ELEMENTARY

CINCINNATI STREET from 135 feet north of Gordon Avenue to 106 feet north of Providence Avenue.

NEVADA STREET from 85 feet north of Gordon Avenue to 123 feet north of Garland Avenue.

EMPIRE AVENUE from 264 feet east of Cincinnati Street to 458 feet east of Nevada Street.

PROVIDENCE AVENUE from 479 feet east of Standard Street to 311 feet east of Nevada Street.

MADISON ELEMENTARY

WALL STREET from 160 feet north of Everett Avenue to 12 feet north of Nebraska Avenue.

WHITEHOUSE STREET from Queen Avenue to 264 feet north of Nebraska Avenue.

NEBRASKA AVENUE from 213 feet west of Normandie Street to 321 feet west of Whitehouse Street.

ROWAN AVENUE from Whitehouse Street to 138 feet west of Whitehouse Street.

QUEEN AVENUE from 312 feet west of Normandie Street to 300 feet west of Whitehouse Street.

NORTH CENTRAL HIGH SCHOOL

HOWARD STREET from 50 feet north of Maxwell Avenue to 102 feet north of Nora Avenue.

MAXWELL AVENUE from 493 feet west of Washington Street to 238 feet west of Howard Street.

PRIDE PREP CHARTER

SPRAGUE AVENUE from 323 feet east of Hatch Street to 602 feet east of Scott Street.

REGAL ELEMENTARY, SHAW MIDDLE SCHOOL, NEWTECH, ON-TRACK

CRESTLINE STREET from 262 feet north of Rockwell Avenue to 265 feet north of Longfellow Avenue.

COOK STREET from 927 feet north of Garland Avenue to 251 feet north of Rich Avenue.

LACEY STREET from Rich Avenue to 283 feet north of Longfellow Avenue.

REGAL STREET from 20 feet north of Rockwell Avenue to 28 feet north of Longfellow Avenue.

WELLESLEY AVENUE from 262 feet east of Cook Street to 19 feet east of Nelson Street.

LONGFELLOW AVENUE from 362 feet east of Cook Street to cul-de-sac.

RICH AVENUE from 376 feet east of Stone Street to 268 feet east of Regal Street.

EMPIRE AVENUE from 263 feet east of Stone Street to 294 feet east of Cook Street.

RIDGEVIEW ELEMENTARY

ASH STREET from 172 feet north of Joseph Avenue to 16 feet north of Rowan Avenue.

MAPLE STREET from 80 feet north of Rowan Avenue to 136 feet north of Joseph Avenue.

CEDAR STREET from 169 feet north of Rowan Avenue to 251 feet north of Nebraska Avenue.

JOSEPH AVENUE from 195 feet west of Adams Street to 191 feet west of Walnut Street.

NEBRASKA AVENUE from 120 feet west of Cedar Street to 117 feet west of Walnut Street.

ROWAN AVENUE from 174 feet west of Adams Street to 195 feet west of Ash Street.

ROGERS HIGH SCHOOL

WELLESLEY AVENUE from 313 feet east of Perry Street to 300 feet east of Pittsburg Street.

ROOSEVELT ELEMENTARY

GROVE/BERNARD STREET from 15 feet south of 13th Avenue to 50 feet south of 15th Avenue.

GRAND BLVD from 130 feet south of 13th Avenue to 484 feet south of 14th Avenue.

14th AVENUE from 49 feet west of Division Street to 290 feet west of Grove Street.

15th AVENUE from 396 feet west of Division Street to 1005 feet west of Division Street.

SACAJAWEA MIDDLE SCHOOL

GRAND BLVD from 306 feet south of 31st Avenue to 42 feet south of 34th Avenue.

SALK MIDDLE SCHOOL

ALBERTA STREET from 110 feet north of Francis Avenue to 338 feet north of Holyoke Avenue.

STONEWALL AVENUE from 100 feet north of Francis Avenue to 123 feet north of Lyons Avenue.

SHADLE PARK HIGH SCHOOL

ASH STREET from 165 feet north of Princeton Avenue to 23 feet north of Rockwell Avenue.

SHERIDAN ELEMENTARY

THOR STREET from 20 feet south of Fourth Avenue to 377 feet south of Fifth Avenue.

FREYA STREET from 15 feet south of Sixth Avenue to 156 feet south of Third Avenue.

REBECCA STREET from 283 feet south of Fifth Avenue to 65 feet south of Third Avenue.

FOURTH AVENUE from 396 feet east of Freya Street to 263 feet east of Rebecca Street.

FIFTH AVENUE from 10 feet east of Ferrall Street to 308 feet east of Rebecca Street.

SHILOH HILLS ELEMENTARY

MAGNESIUM ROAD from 63 feet east of Standard Street to 155 feet east of Dakota Street.

STONEWALL AVENUE from 254 feet east of Antietam Drive Vicksburg.

STEVENS ELEMENTARY

MADELIA STREET from 20 feet north of Sharp Avenue to 290 feet north of Sinto Avenue.

MAGNOLIA STREET from 30 feet north of Sharp Avenue to 270 feet north of Sinto Avenue.

NAPA STREET from 35 feet north of Sharp Avenue to 255 feet north of Sinto Avenue.

MISSION AVENUE from 60 feet east of Madelia Street to 65 feet east of Napa Street.

SINTO AVENUE from 150 feet east of Helena Street to 204 feet east of Magnolia Street.

ST. ALOYSIUS ELEMENTARY

MISSION AVENUE from 60 feet east of Madelia Street to 65 feet east of Napa Street.

WESTVIEW ELEMENTARY

MOORE STREET from 519 feet north of Central Avenue to 375 feet north of Bismark Avenue.

FOTHERINGHAM STREET from 393 feet north of Central Avenue to 104 feet north of Decatur Avenue.

DECATUR AVENUE from 554 feet west of G Street to 92 feet west of Moore Street.

BISMARK AVENUE from 520 feet west of G Street to 125 feet west of Moore Street.

WHITMAN ELEMENTARY

HELENA STREET from 170 feet north of Crown Avenue to 112 feet north of Sanson Avenue.

PITTSBURG STREET from 197 feet north of Crown Avenue to 212 feet north of Sanson Avenue.

ROWAN AVENUE from 219 feet east of Perry Street to 313 feet east of Helena Street.

WILLARD ELEMENTARY

MONROE STREET from 20 feet north of Longfellow Avenue to 310 feet north of Heroy Avenue.

WALL STREET from 60 feet north of Rockwell Avenue to 30 feet north of Princeton Avenue.

STEVENS STREET from 163 feet north of Rockwell Avenue to 265 feet north of Heroy Avenue.

LONGFELLOW AVENUE from 105 feet west of Washington Street to 211 feet west of Howard Street.

HEROY AVENUE from 120 feet west of Washington Street to 121 feet west of Wall Street.

WILSON ELEMENTARY

LINCOLN STREET from 272 feet south of 23rd Avenue to 215 feet south of 26th Avenue.

29th AVENUE from 18 feet west of Post Street to 318 feet west of Lincoln Street.

WOODRIDGE ELEMENTARY

INDIAN TRAIL ROAD from 1,294 feet north of Barnes Road to 319 feet north of Shawnee Avenue.

WOODRIDGE DRIVE from 106 feet north of Lamar Avenue to 629 feet north of Shawnee Avenue.

FARMDALE STREET from 163 feet north of Belmont Drive to 185 feet north of Alpine Drive.

SHAWNEE AVENUE from 134 feet west of Sylvia Court to 187 feet west of Woodridge Drive.

ALPINE DRIVE from 210 feet west of Elderberry Avenue to Woodridge Drive.

Park/Playground Speed Zones

PARK/PLAYGROUND SPEED ZONES:

The following road sections have been designated as year round 20 miles per hour zones. The maximum speed allowable on the said road sections shall be 20 miles per hour as designated with any of the signage options pursuant to Washington Administrative Code section 392-151-035 as adopted or amended. City Council may establish any changes to speed limits or speed zones by resolution.

TWENTY MILES PER HOUR:

AUDUBON PARK/PLAYGROUND

MILTON STREET from 70 feet north of Dalton Avenue to 81 feet north of Gordon Avenue.

AUDUBON STREET from 81 feet north of Northwest Blvd to 219 feet north of Providence Avenue.

PROVIDENCE AVENUE from 195 feet west of Driscoll Blvd to 122 feet west of Audubon Street.

COMSTOCK PARK/PLAYGROUND

HOWARD STREET from 41 feet south of 29th Avenue to 551 feet south of 31st Avenue.

POST STREET from 121 feet south of 29th Avenue to Lincoln Drive.

LINCOLN DRIVE from 52 feet south of 32nd Avenue to 212 feet south of Comstock Court.

33rd AVENUE from 143 feet west of Howard Street to 607 feet west of Howard Street.

FRANKLIN PARK/PLAYGROUND

WHITEHOUSE STREET from 184 feet north of Queen Avenue to 553 feet north of Everett Avenue.

MANITO PARK/PLAYGROUND

GRAND BLVD from 416 feet south of 16th Avenue to 30 feet south of 21st Avenue.

UNDERHILL PARK/PLAYGROUND

HARTSON AVENUE from 342 feet east of Lacey Street to 139 feet east of Fiske Street.

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|---|
| Division & Department: | Public Works, Fleet Services |
| Subject: | Clean Diesel Funding Assistance Program FY 2019 |
| Date: | February 25, 2019 |
| Author (email & phone): | David Paine; dpaine@spokanecity.org ; 625-7706 |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons |
| Committee(s) Impacted: | Public Infrastructure, Environment & Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan) | Strategic Plan |
| Strategic Initiative: | Sustainability of our fleet; Environmentally friendly |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | |
| Background/History: Fleet Services would like submit an application for a grant with the Environmental Protection Agency for the Clean Diesel Funding Assistance Program FY 2019. The EPA will fund: up to 25% of the cost of a replacement vehicle or piece of equipment powered by a diesel or alternative fueled engine (including hybrids) certified to EPA emission standards; up to 35% of the cost of a replacement vehicle or piece of equipment powered by an engine certified to meet CARB's Optional Low-NO _x Standards; up to 45% of the cost of a replacement vehicle or piece of equipment powered by a zero tailpipe emission power source. | |
| Executive Summary: Impact <ul style="list-style-type: none"> This grant would help the City in meeting its commitment to the purchase, conversion to, and use of alternative vehicle fuels. Action <ul style="list-style-type: none"> Recommend approval for submitting a grant application with the EPA for the Clean Diesel Funding Assistance Program FY 2019. Funding <ul style="list-style-type: none"> Funding for this is through the currently approved 2019 SWC Capital Budget and the planned 2020 SWC Capital Budget. | |
| Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers: | |

AGENCY: ENVIRONMENTAL PROTECTION AGENCY (EPA)

TITLE: Clean Diesel Funding Assistance Program FY 2019

ACTION: Request for Applications (RFA)

RFA NUMBER: EPA-OAR-OTAQ-19-01

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO: 66.039

IMPORTANT DATES

| | |
|-----------------------------|---------------------------------------|
| Thursday, December 20, 2018 | RFA OPENS |
| Wednesday, March 6, 2019 | RFA CLOSSES – APPLICATIONS DUE |
| April 2019 | ANTICIPATED NOTIFICATION OF SELECTION |
| May-October 2019 | ANTICIPATED AWARD |

The closing date and time of this announcement is **Wednesday, March 6, 2019, at 11:59 p.m. Eastern Time (ET)**. Application packages must be submitted electronically to EPA through Grants.gov (www.grants.gov) no later than **Wednesday, March 6, 2019, at 11:59 p.m. (ET)** to be considered for funding.

SUMMARY: EPA’s Office of Transportation and Air Quality is soliciting applications nationwide for projects that achieve significant reductions in diesel emissions, particularly from fleets operating at or servicing goods movement facilities located in areas designated as having poor air quality. Further, priority for funding will be given to projects which result in outcomes that benefit affected communities, those that engage affected communities with respect to the design and performance of the project, and those which can demonstrate the ability to promote and continue efforts to reduce emissions after the project has ended.

Eligible diesel emissions reduction solutions include verified emissions control technologies such as engine retrofits, cleaner fuels, and engine upgrades, verified idle reduction technologies, verified aerodynamic technologies and low rolling resistance tires, certified engine replacements, and/or certified vehicle or equipment replacement.

Eligible diesel vehicles, engines and equipment may include buses, Class 5 – Class 8 heavy-duty highway vehicles, marine engines, locomotives and nonroad engines, equipment or vehicles used in construction, handling of cargo (including at a port or airport), agriculture, mining or energy production (including stationary generators and pumps).

Eligible entities include regional, state, or local agencies, tribal governments (or intertribal consortia) and native villages, or port authorities, which have jurisdiction over transportation or air quality, and nonprofit organizations or institutions that: a) represent or provide pollution reduction or educational services to diesel fleets or b) have, as their principal purpose, the promotion of transportation or air quality.

Summary of What EPA Will Fund

- **Verified Engine Retrofit Technologies:** EPA will fund up to 100% of the cost
- **Verified Engine Upgrades and Certified Remanufacture Systems:** EPA will fund up to 40% of the cost
- **Verified Cleaner Fuels and Additives:** EPA will fund the cost differential between the eligible cleaner fuel and conventional diesel fuel if the cleaner fuel is used in combination, and on the same vehicles, with other eligible vehicle/engine technologies funded under this RFA.
- **Verified Idle Reduction Technologies:**
 - **Verified On-Highway Idle Reduction Technologies:** EPA will fund up to 100% of the cost (labor and equipment) for verified idle reduction technologies if combined on the same vehicle with eligible verified engine retrofit technologies. EPA will fund up to 25% of the cost of stand-alone idle reduction technology installations.
 - **Verified Locomotive Idle Reduction Technologies:** EPA will fund up to 40% of the cost
 - **Marine Shore Connection Systems:** EPA will fund up to 25% of the cost
 - **Electrified Parking Spaces:** EPA will fund up to 30% of the cost
- **Verified Aerodynamic Technologies and Low Rolling Resistance Tires:** EPA will fund up to 100% of the cost (labor and equipment) of verified aerodynamic technologies or verified low rolling resistance tires if the technology is combined on the same vehicle with a new eligible verified engine retrofit technology funded under this RFA.
- **Certified Engine Replacement:** EPA will fund: up to 40% of the cost of a diesel or alternative fueled engine (including hybrids) certified to EPA emission standards; up to 50% of the cost of an engine certified to meet CARB's Optional Low-NO_x Standards; up to 60% of the cost of a zero tailpipe emission power source.
- **Certified Vehicle/Equipment Replacement:** EPA will fund: up to 25% of the cost of a replacement vehicle or piece of equipment powered by a diesel or alternative fueled engine (including hybrids) certified to EPA emission standards; up to 35% of the cost of a replacement vehicle or piece of equipment powered by an engine certified to meet CARB's Optional Low-NO_x Standards; up to 45% of the cost of a replacement vehicle or piece of equipment powered by a zero tailpipe emission power source.
 - **Replacement of Drayage Trucks:** EPA will fund up to 50% of the cost.
- **Certified Clean Alternative Fuel Conversion:** EPA will fund up to 40% of the cost.

NOTE: If you intend to name a contractor (including an individual consultant) or a subrecipient as a project partner or otherwise in your application, EPA recommends that you carefully review, and comply with, the directions contained in the “Contracts and Subawards” clause found under Section IV.G., “Additional Provisions for Applicants Incorporated into the Solicitation.”

FUNDING / AWARDS

EPA anticipates awarding approximately \$40 million in DERA funding under this announcement. Awards will be issued and managed through EPA's Regional Offices. EPA anticipates awarding 2 to 8 cooperative agreements per EPA Region, subject to the availability of funds, the quality of applications received, and other applicable considerations.

Briefing Paper

Public Infrastructure, Environment, and Sustainability

| | |
|---|--|
| Division & Department: | Public Works & Integrated Capital Management |
| Subject: | Bureau of Reclamation Drought Response Water Grants Applications |
| Date: | 02/11/2019 |
| Author (email & phone): | mpapich@spokanecity.org & 625-6310 |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons |
| Committee(s) Impacted: | PIES |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | 2018-2023 Six Year Citywide Capital Improvement Program. Ordinance No. C35560 adopted the program and gives staff authorization to seek funding. |
| Strategic Initiative: | |
| Deadline: | 03/27/2019 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Approve applying for Drought Response grant to fund the well upgrade projects |
| <p>Background/History: SMC chapter 7.19 requires that prior to submittal all applications need Council approval.</p> <p>The Bureau of Reclamation (BOR) is offering grant funding for projects that will build long term resiliency to drought. This is a competitive application process and funding will be awarded to those projects demonstrating the highest level of drought resiliency. The program will offer a maximum of \$750,000 that requires a 50% non-federal match. Integrated Capital Management Department has identified projects from the <i>2019 through 2024 Six-year Citywide Capital Improvement Program Water Program</i> that meets the funding timeline and will be both eligible and competitive for the grants.</p> | |
| <p>Executive Summary:</p> <ul style="list-style-type: none"> • Project approval for BOR grant application. • <i>All projects are in the approved 2019 through 2024 Six-year Citywide Capital Improvement Program</i> • <i>Below is a list of projects for BOR applications</i> <ol style="list-style-type: none"> 1. Ray Street Well Upgrade 2. Hoffman Well Station Rehabilitation 3. Well Electric Well Station Update | |
| <p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) <i>The 25% match requirement of the grant is programmed through the utilities capital fund.</i></p> | |
| <p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p> | |

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

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|--|---|
| Division & Department: | Innovation and Technology Services Division |
| Subject: | Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support |
| Date: | February 25, 2019 |
| Author (email & phone): | Bill Myers, wmyers@spokanecity.org , 625-6418 |
| City Council Sponsor: | |
| Executive Sponsor: | Eric Finch and Michael Sloon |
| Committee(s) Impacted: | Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | ITSD – Cityworks Annual Software Maintenance and Support Utilizing Budget Account #: 5300-41630-18850-54820 |
| Strategic Initiative: | Sustainable Resources |
| Deadline: | 03/31/2019 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Ongoing annual maintenance and support |

Background/History:

Cityworks is a powerful, flexible and affordable GIS-based Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables Public Works and Utilities clients to inventory assets, issue and track service requests and work orders, and manage labor, material and equipment. Cityworks was selected and implemented in 2011 to manage the City's water distribution infrastructure. In 2014 it was also implemented by the Wastewater department to manage sanitary and storm sewer infrastructure assets. There is no change in contract costs from the previous year (2018).

Executive Summary:

- Contract with Azteca Systems, LLC for Cityworks Software Annual Software Maintenance and Support.
- Cityworks is a GIS-based Asset Maintenance Management System used by the Water and Wastewater departments to manage public works infrastructure.
- Requesting \$76,160.00 including tax for the renewal of this contract.
- Term is April 1, 2019 – March 31, 2020

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

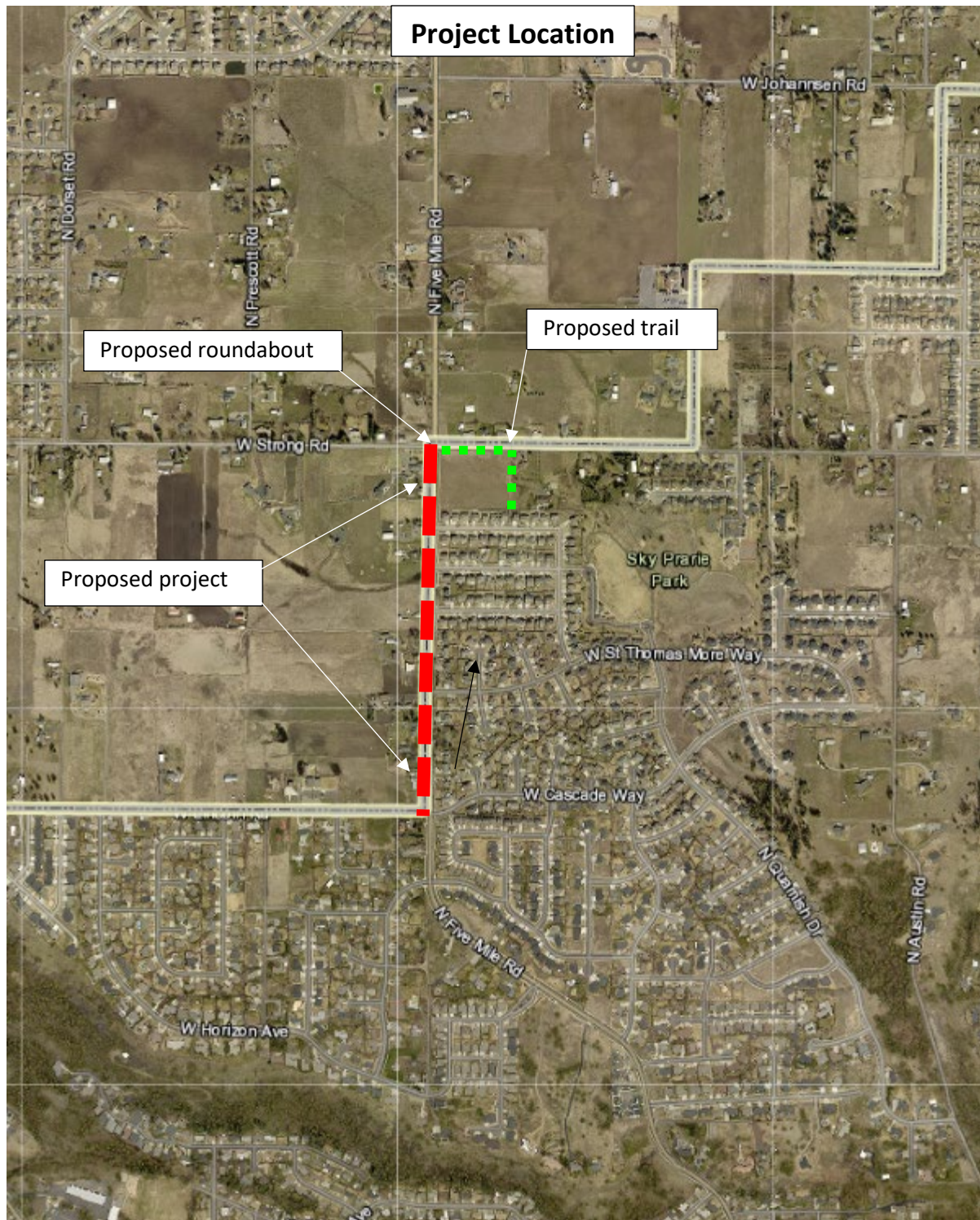
Specify changes required:

Known challenges/barriers:

Briefing Paper

PIES

| | |
|---|---|
| Division & Department: | Engineering Services; Public Works |
| Subject: | Five Mile Rd. – Lincoln to Strong |
| Date: | February 25, 2019 |
| Contact (email & phone): | Dan Buller (dbuller@spokanecity.org , 625-6391) |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons |
| Committee(s) Impacted: | PIES |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | This project is in the 10 year street plan. |
| Strategic Initiative: | Innovative Infrastructure |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Informational - background information for committee review |
| Background/History: Five Mile Rd. has been reconstructed by the county north of the proposed project and by the city south of the proposed project within the last 10 years. The proposed project completes the link resulting in reconstruction of the entire length of Five Mile Rd. | |
| Executive Summary: <ul style="list-style-type: none"> The proposed project reconstructs the existing county style road with a two lane section including left turn lanes at several locations. It installs a roundabout at Strong Rd. in place of the current 2 way stop intersection (stops on Strong Rd.) It installs roadside swales, street trees, bike lanes and sidewalks the full length of the project. It replaces an 18" steel water transmission main the full length of the project. Also part of the project is a trail extension (shown in green in the attached exhibit) which was originally part of a traffic calming project. | |
| Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: | |



Briefing Paper

Public Infrastructure, Environment, and Sustainability

| | |
|---|---|
| Division & Department: | Public Works Division / Integrated Capital Management / Water Dept. |
| Subject: | Geiger Blvd. / SR 902 – City Water Transmission Relocation |
| Date: | 2/25/19 |
| Author (email & phone): | kpicanco@spokanecity.org ; |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons |
| Committee(s) Impacted: | |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Reimbursement by WSDOT for relocation of City Water infrastructure to accommodate construction of a new roundabout at the Geiger Blvd./SR 902 intersection. |
| Background/History: WSDOT is improving the I-90/SR 902 interchange and adjacent Geiger Blvd./SR 902 intersection to provide additional roadway capacity needed to accommodate development and traffic growth along Geiger Blvd. and near the Medical Lake interchange. City water crews will construct new stub-outs from the existing 36-inch water transmission main within Geiger Blvd. and SR 902; the existing water main was constructed in 2008. The existing 36-inch water main will be within the footprint of the new roundabout and beneath a portion of SR902. The new stub-outs will allow for replacement and relocation of the water main outside of the roundabout footprint if needed in the future without construction impacts to the existing roadway. An existing blow-off valve will also be relocated. | |
| Executive Summary: <ul style="list-style-type: none"> ○ WSDOT will reimburse the City approximately \$185,000 for construction of water transmission main stub-outs and relocation of an existing blow-off valve near the Geiger Blvd./SR902 intersection. ○ City water crews will construct the stub-outs and blow-off valve relocation in the Winter/Spring of 2019. ○ The new stub-outs will allow for relocation and replacement of the transmission outside of the roundabout should it be necessary in the future. | |
| Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers: | |



| | | | |
|--|---|--------------------------------|--|
| Utility Construction Agreement Work by Utility – WSDOT Cost | | | Utility Name & Address City of Spokane Public Works Department 808 W. Spokane Falls Blvd Spokane, WA 99201 |
| Agreement Number UTB 1343 | Region Eastern | Control Section 3201 | Project Title/Location I-90 Medical Lake IC to Geiger IC Reconstruction |
| State Route SR 90 | Mileposts From 271.81 to 273.00 | | |
| Estimated Agreement Amount \$ 184,797 | | | |

This Utility Construction Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named Utility; hereinafter referred to individually the "Party" and collectively the "Parties."

Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities (Work).
2. WSDOT is responsible for the cost of the Work affecting the Utility's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT project.
3. The Work shall be defined as all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and/or removal of the Utility's facilities.
4. It is deemed to be in the best public interest for the Utility to perform the relocation, removal, or construction of its facilities.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

It Is Mutually Agreed As Follows:

1. **Construction, Inspection, and Acceptance**
 - 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.

- 1.2 Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the costs of such improvement.
- 1.3 Accrued Depreciation: Accrued depreciation may be applied to any of the Utility's major facilities, such as a building, pump station, power plant, etc. Accrued depreciation shall not apply to the Utility's primary facilities, such as pipelines, conductors, poles, cable, conduit, etc. If any Utility facility does qualify for an adjustment due to accrued depreciation as defined in Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the costs are calculated according to the formula in the Program Guide and the result is shown as a Utility cost in Exhibit B Cost Estimate.
- 1.4 The Utility shall furnish the labor, materials, equipment, and tools required for and perform the Work in constructing, removing and/or relocating the Utility facilities, in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans.
- 1.5 If the Utility is not adequately staffed or equipped to perform all the Work required herein, the Utility may have all or part of this Work done by a contract let by the Utility, as follows:
 - 1.5.1 Before contracting out any Work, the Utility shall obtain written authorization from WSDOT, and WSDOT may require the Utility to advertise and solicit bids for the contract Work.
 - 1.5.2 If WSDOT requires the Work to be advertised and bid, the Utility shall provide a copy of all bid documents to WSDOT seven (7) calendar days prior to the advertisement date, or as specified in Exhibit A, for WSDOT comment.
 - 1.5.3 The Utility shall notify WSDOT at least three (3) working days in advance of the location and time of the bid opening so that a WSDOT representative may attend the bid opening.
 - 1.5.4 The Utility shall supply a copy of the three lowest bids with itemized bid amounts to WSDOT within seven (7) calendar days of bid opening.
 - 1.5.5 If the Utility elects to use other than the lowest bid contractor, the Utility shall provide written justification to WSDOT for the use of that contractor and bid price. WSDOT shall review the Utility's written justification, and if WSDOT does not agree therewith and the Utility awards the bid to other than the lowest bid contractor, the Utility shall be responsible for the cost difference between the amount of the lowest bid and the amount of the awarded contract.
- 1.6 If the Utility desires to have the Work performed under an existing contract, WSDOT may require the Utility to provide WSDOT with a copy of the contract for WSDOT's written approval of the contractor and contract charges.
- 1.7 The Parties agree that nothing in WSDOT's approval of a Utility contractor or bid shall be for the benefit of the Utility; all such approvals, whether written or verbal, shall be solely for the benefit of WSDOT and shall not establish a contractual relationship among WSDOT, the Utility, and the Utility's contractor.

1.8 All of the Utility's Work, construction procedures, materials, and/or utility installation, as provided under this Agreement, shall be subject to WSDOT inspection for solely the benefit of WSDOT's payment, state highway and/or WSDOT project. The Utility shall promptly notify WSDOT in writing when the Work is completed. WSDOT shall inspect the Work for compliance with the Exhibits attached to this Agreement. WSDOT will notify the Utility in writing of any non-compliance that would impact WSDOT's payment, state highway and/or WSDOT project. The Utility agrees to make the necessary changes to satisfy WSDOT requirements or adjust the invoice. WSDOT's inspection shall not reduce or modify the Utility's responsibility for the Work.

1.9 Upon completion of the Work, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.

2. Authority to Begin Work and Work Schedule

2.1 The Utility agrees not to begin Work until WSDOT has provided written notice, authorizing the Utility to begin Work. WSDOT shall not be obligated to reimburse the Utility for any Work performed before the date of notification.

2.2 The Utility agrees to schedule and perform the Work in such manner as not to delay or interfere with WSDOT's contractor in the performance of WSDOT's project. The Utility shall be responsible for any costs resulting from delay of, or interference with, WSDOT's project contractor, to the extent the delay or interference is attributable to the Utility or the Utility's contractor. Any mutually agreed conditions or requirements for avoidance of delay of, or interference with, WSDOT's project contractor shall be included in Exhibit A.

3. Compliance

3.1 The Utility agrees to comply with all applicable requirements of WSDOT in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this Agreement for all intents and purposes as if fully set forth herein.

3.2 The Utility agrees to comply with all applicable laws and environmental requirements of any jurisdictional agency and is responsible for obtaining any necessary environmental permits required in order to perform the Work.

3.3 The Utility agrees to obtain and comply with any other permits from any jurisdictional agency that are required in order for the Utility to perform the Work.

4. Payment

4.1 WSDOT is responsible for the cost of the Work, excluding all betterment work, for the Utility's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which are impacted by WSDOT project, as shown in Exhibits A and B. Exhibit B, Cost Estimate, contains an itemized cost estimate of WSDOT-responsible costs for the Work to be performed by the Utility.

4.2 WSDOT, in consideration of the faithful performance of the Work to be done by the Utility, agrees to reimburse the Utility for the actual direct and related indirect cost of the Work, excluding all betterment work, for which WSDOT is responsible as defined in

Exhibits A and B. The Utility agrees to invoice WSDOT and provide supporting documentation for all charges, and WSDOT agrees to pay the Utility within thirty (30) days of receipt of an invoice. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.

- 4.3 The Utility shall submit a final invoice to WSDOT within ninety (90) calendar days following completion of the Work. In the event that the final invoice reveals an overpayment to the Utility, the Utility agrees to refund such overpayment to WSDOT within thirty (30) days.

5. Change in Work or Cost Increase

- 5.1 WSDOT agrees that the amount shown in Exhibit B may not reflect the actual costs of the Work. Should the Utility determine that the Work costs for which WSDOT is responsible might exceed the cost estimate by more than Twenty Five (25) percent, the Utility shall immediately notify WSDOT before performing any Work in excess of the Exhibit B estimate plus the additional percentage. WSDOT and the Utility will, if necessary, amend Exhibit B to revise the cost estimate before the Utility incurs costs above the amount shown in Exhibit B plus the additional percentage.

- 5.2 Should it be necessary to modify Exhibit A, Special Provisions, the Utility agrees to immediately notify WSDOT of all proposed changes, and WSDOT agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within Ten (10) working days.

6. Franchise, Permit or Easement

- 6.1 The Utility shall apply for a permit, franchise or an amendment to its current franchise for those new or modified Utility facilities that will be located within WSDOT's right of way. After receiving the application, WSDOT will issue the Utility a permit or a new or amended franchise.
- 6.2 Upon completion of the Work covered under this Agreement, the Utility agrees to prepare, execute and deliver to WSDOT a quit claim deed for all existing easements, fee title, or court finding of prescriptive right, which will be vacated as a result of the relocation of Utility facilities and as identified in Exhibit A.
- 6.3 In exchange for the quit claim deed, WSDOT agrees to grant or issue the Utility an easement, permit, or franchise, as defined in Exhibit A, for those Utility facilities which will remain on or which cross WSDOT's right-of-way and for which the Utility had an easement, fee title or court finding of prescriptive right.

7. Right of Entry

- 7.1 Subject to the Utility obtaining all required permits and meeting any other requirements for Work conducted within state-owned right of way, WSDOT hereby grants the Utility a right of entry upon all land in which WSDOT has interest for the purpose of performing the Work. Upon completion of the Work, this right of entry shall terminate except as otherwise provided in Section 6.
- 7.2 A WSDOT grant of access and right of entry onto an interstate limited access right of way may require additional conditions, for example, a traffic control plan will be required if the Utility's Work will impact highway traffic. The Parties agree that all Utility access

and right of entry provisions affecting an interstate limited access right of way will be identified in Exhibit A, Special Provisions. Upon completion of the Work, this right of entry shall terminate except as otherwise provided in Section 6.

- 7.3 The Utility shall not enter state-owned right of way without first having a WSDOT-issued written right of entry.

8. General Provisions

- 8.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.
- 8.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 8.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 8.4 Termination:
- 8.4.1 The Utility understands that WSDOT retains the right to terminate this Agreement for convenience upon thirty (30) calendar day's written notice to the Utility. In the event that WSDOT exercises this termination right, WSDOT will reimburse the Utility for all allowable costs under this Agreement incurred prior to the date of termination.
- 8.4.2 In the event funding for the Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, WSDOT may terminate the Agreement upon less than the thirty (30) calendar day notice requirement in section 8.4.1, subject to renegotiation at WSDOT's sole option pursuant to the revised funding limitations and conditions.

- 8.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 8.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 8.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment. The Utility shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by WSDOT, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 8.9 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

| Washington State Department of Transportation | Utility |
|--|----------------|
| By: | By: |
| Printed: Mike Gribner P.E. | Printed: |
| Title: Regional Administrator | Title: |
| Date: | Date: |

UTB 1343
Exhibit A
Special Provisions

Scope of Work

The modification of the existing transmission line for future relocation of City of Spokane Water (Utility) transmission line facilities to accommodate the planned roundabout at the SR902/Geiger Blvd. intersection, to be constructed by WSDOT.

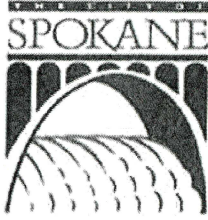
UTILITY RESPONSIBILITIES:

1. The Utility will plan and coordinate the water transmission line construction work to be performed, including procurement of materials required to perform the Work.
2. The Utility will construct and install two new 36" Tees, two new 36" butterfly valves, and approximately 100 ft. of 36" ductile iron pipe plus related improvements. In addition, the Utility will relocate one existing blow-off valve.
3. The Utility will complete the Work prior to the start of the WSDOT project
4. At the completion of the project, the utility shall apply for a franchise for those modified Utility facilities that will be located within WSDOT's right of way.

WSDOT RESPONSIBILITIES:

1. WSDOT will provide, to the Utility, CAD files and plans for the proposed SR902 roundabout construction.
2. At the completion of the project, WSDOT will issue a Franchise for those utility facilities that will remain within the WSDOT right of way.
3. WSDOT will provide the Utility with a new easement upon acquisition of the right of way.
4. WSDOT will provide the staking of the new utility easement.

| UTB 1343 | |
|--|------------------|
| Exhibit B Estimate | |
| <u>Item</u> | <u>Amount</u> |
| Traffic Control | \$15,273 |
| East End -Install 36" Tee, 36" Butterfly Valve, 88LF of 36" DIP, cap and misc. items | \$87,291 |
| West End - Install 36" Tee, 36" Butterfly Valve, cap and misc items | \$57,184 |
| Relocate 4" Blowoff Structure | \$8,250 |
| Subtotal | \$167,998 |
| Construction Contingency (10%) | \$16,800 |
| Total Construction Phase Cost | \$184,797 |



**City of Spokane Water Department
914 E. North Foothills Dr.
Spokane, WA 99207**

Construction Estimate

1/3/2019
Installation of 36" Valve and Tee

SR902 Roundabout / East End

TOTAL ESTIMATE *

\$87,291.14

**THIS CONSTRUCTION ESTIMATE IS VALID FOR ONE YEAR
FULL PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE
PAID IN ADVANCE BEFORE THE PROJECT WILL BE SCHEDULED**

*** ESTIMATE ONLY: ACTUAL COSTS WILL BE BILLED OR REFUNDED ACCORDINGLY**

**INDIVIDUAL WATER SERVICE TAPS AND METERS ARE NOT INCLUDED IN THIS ESTIMATE
TAPS AND METERS MUST BE PURCHASED SEPARATELY AT CITY HALL.**

**ROCK REMOVAL IS NOT INCLUDED IN THIS ESTIMATE, THERE WILL BE ADDITIONAL
CHARGES IF ROCK IS ENCOUNTERED DURING THE TRENCHING OPERATION**

NOTE:

**** IF THE WATER SERVICE TAP(S) HAS BEEN PURCHASED ****

**DURING THE TIME OF THE WATER MAIN CONSTRUCTION
SPECIAL ARRANGEMENTS CAN BE MADE WITH THE PROJECT FOREMAN
TO CONSTRUCT THE WATER SERVICE LINE FROM WATER MAIN TO THE PROPERTY LINE
PAYMENT FOR THIS SERVICE LINE CONSTRUCTION CAN BE MADE
TO THE PROJECT FOREMAN**

| MATERIALS | | | | |
|-----------------------------|-----|----|------------|--------------|
| Description | Qty | | Unit Price | Total |
| 36" TR-Flex Pipe | 88 | LF | 190.11 | \$ 16,729.68 |
| 36" MJ x MJ Butterfly Valve | 1 | EA | 24100.00 | \$ 24,100.00 |
| 36" Megalug | 10 | EA | 978.73 | \$ 9,787.30 |
| 36" DIMJ Sleeve | 1 | EA | 1206.22 | \$ 1,206.22 |
| 36" X 36" X 36" MJ Tee | 1 | EA | 10632.00 | \$ 10,632.00 |
| 36" MJ Cap | 1 | EA | 2451.61 | \$ 2,451.61 |
| Valve Box Top | 1 | EA | 33.37 | \$ 33.37 |
| Valve Box Bottom | 1 | EA | 34.23 | \$ 34.23 |
| 36" MJ 45 deg Bend | 1 | EA | 2842.07 | \$ 2,842.07 |
| Sub Total: | | | | \$ 67,816.48 |
| LABOR | | | | |
| Description | Qty | | Unit | Total |
| Water Service Foreman | 16 | HR | \$132.70 | \$ 2,123.18 |
| Water Service Specialist | 48 | HR | \$103.37 | \$ 4,961.82 |
| Heavy Equipment Oper. | | HR | \$105.43 | \$ - |
| Laborer II | 48 | HR | \$ 88.59 | \$ 4,252.55 |
| Laborer I | 24 | HR | \$ 81.96 | \$ 1,967.11 |
| Laborer II (chlorination) | | HR | \$ 88.59 | \$ - |
| Sub Total: | | | | \$ 13,304.66 |
| EQUIPMENT | | | | |
| Description | Qty | | Unit | Total |
| 3/4 Yd Backhoe | 16 | HR | \$ 93.75 | \$ 1,500.00 |
| Repair Truck | 48 | HR | \$ 62.50 | \$ 3,000.00 |
| 3/4 Ton Pick-up | 16 | HR | \$ 20.00 | \$ 320.00 |
| Dump Truck 10 yd | 18 | HR | \$ 75.00 | \$ 1,350.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Sub Total: | | | | \$ 6,170.00 |

| CONTRACTUAL SERVICES | | | | |
|----------------------|-----|------|----------|------|
| Description | Qty | Unit | Total | |
| Asphalt Set Fee | 0 | EA | \$437.50 | \$ - |
| Asphalt Replacement | 0 | SY | \$110.00 | \$ - |
| Rock Removal | | LF | | \$ - |
| Backfill Material | | TN | | \$ - |
| County Permit | | EA | | \$ - |
| Sub Total: | | | \$ | - |

TOTAL: \$87,291.14



UTB 1343
Exhibit B Cost Estimate
Page 5 of 10

**City of Spokane Water Department
914 E. North Foothills Dr.
Spokane, WA 99207**

Construction Estimate

1/3/2019
Installation of 36" Valve and Tee

SR902 Roundabout / West End

**TOTAL ESTIMATE *
\$57,184.22**

**THIS CONSTRUCTION ESTIMATE IS VALID FOR ONE YEAR
FULL PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE
PAID IN ADVANCE BEFORE THE PROJECT WILL BE SCHEDULED**

*** ESTIMATE ONLY: ACTUAL COSTS WILL BE BILLED OR REFUNDED ACCORDINGLY**

**INDIVIDUAL WATER SERVICE TAPS AND METERS ARE NOT INCLUDED IN THIS ESTIMATE
TAPS AND METERS MUST BE PURCHASED SEPARATELY AT CITY HALL.**

**ROCK REMOVAL IS NOT INCLUDED IN THIS ESTIMATE, THERE WILL BE ADDITIONAL
CHARGES IF ROCK IS ENCOUNTERED DURING THE TRENCHING OPERATION**

NOTE:

**** IF THE WATER SERVICE TAP(S) HAS BEEN PURCHASED ****

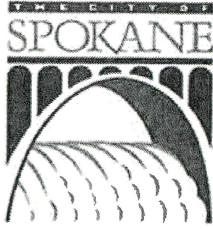
**DURING THE TIME OF THE WATER MAIN CONSTRUCTION
SPECIAL ARRANGEMENTS CAN BE MADE WITH THE PROJECT FOREMAN
TO CONSTRUCT THE WATER SERVICE LINE FROM WATER MAIN TO THE PROPERTY LINE
PAYMENT FOR THIS SERVICE LINE CONSTRUCTION CAN BE MADE
TO THE PROJECT FOREMAN**

| MATERIALS | | | | |
|-----------------------------|-----|----|------------|--------------|
| Description | Qty | | Unit Price | Total |
| 36" DITJ Pipe | 8 | LF | 190.11 | \$ 1,520.88 |
| 36" MJ x MJ Butterfly Valve | 1 | EA | 24100.00 | \$ 24,100.00 |
| 36" Megalug | 6 | EA | 978.73 | \$ 5,872.38 |
| 36" DIMJ Sleeve | 1 | EA | 1206.22 | \$ 1,206.22 |
| 36" X 36" X 36" MJ Tee | 1 | EA | 10632.00 | \$ 10,632.00 |
| 36" MJ Plug | 1 | EA | 1759.23 | \$ 1,759.23 |
| Valve Box Top | 1 | EA | 33.37 | \$ 33.37 |
| Valve Box Bottom | 1 | EA | 34.23 | \$ 34.23 |
| Sub Total: | | | | \$ 45,158.31 |
| LABOR | | | | |
| Description | Qty | | Unit | Total |
| Water Service Foreman | 8 | HR | \$132.70 | \$ 1,061.59 |
| Water Service Specialist | 32 | HR | \$103.37 | \$ 3,307.88 |
| Heavy Equipment Oper. | | HR | \$105.43 | \$ - |
| Laborer II | 32 | HR | \$ 88.59 | \$ 2,835.03 |
| Laborer I | 16 | HR | \$ 81.96 | \$ 1,311.41 |
| Laborer II (chlorination) | | HR | \$ 88.59 | \$ - |
| Sub Total: | | | | \$ 8,515.91 |
| EQUIPMENT | | | | |
| Description | Qty | | Unit | Total |
| 3/4 Yd Backhoe | 8 | HR | \$ 93.75 | \$ 750.00 |
| Repair Truck | 32 | HR | \$ 62.50 | \$ 2,000.00 |
| 3/4 Ton Pick-up | 8 | HR | \$ 20.00 | \$ 160.00 |
| Dump Truck 10 yd | 8 | HR | \$ 75.00 | \$ 600.00 |
| | | | \$ | - |
| | | | \$ | - |
| | | | \$ | - |
| | | | \$ | - |
| | | | \$ | - |
| Sub Total: | | | | \$ 3,510.00 |

UTB 1343
Exhibit B Cost Estimate
Page 7 of 10

| CONTRACTUAL SERVICES | | | | |
|----------------------|-----|------|------------|------|
| Description | Qty | Unit | Total | |
| Asphalt Set Fee | 0 | EA | \$437.50 | \$ - |
| Asphalt Replacement | 0 | SY | \$110.00 | \$ - |
| Rock Removal | | LF | | \$ - |
| Backfill Material | | TN | | \$ - |
| County Permit | | EA | | \$ - |
| | | | Sub Total: | \$ - |

TOTAL: \$57,184.22



UTB 1343
Exhibit B Cost Estimate
Page 8 of 10

**City of Spokane Water Department
914 E. North Foothills Dr.
Spokane, WA 99207**

Construction Estimate

9/18/2018

Relocation Of 4" Blow Off Structure

Geiger & Hwy 902 Roundabout

**TOTAL ESTIMATE *
\$8,249.64**

**THIS CONSTRUCTION ESTIMATE IS VALID FOR ONE YEAR
FULL PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE
PAID IN ADVANCE BEFORE THE PROJECT WILL BE SCHEDULED**

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NOTE:

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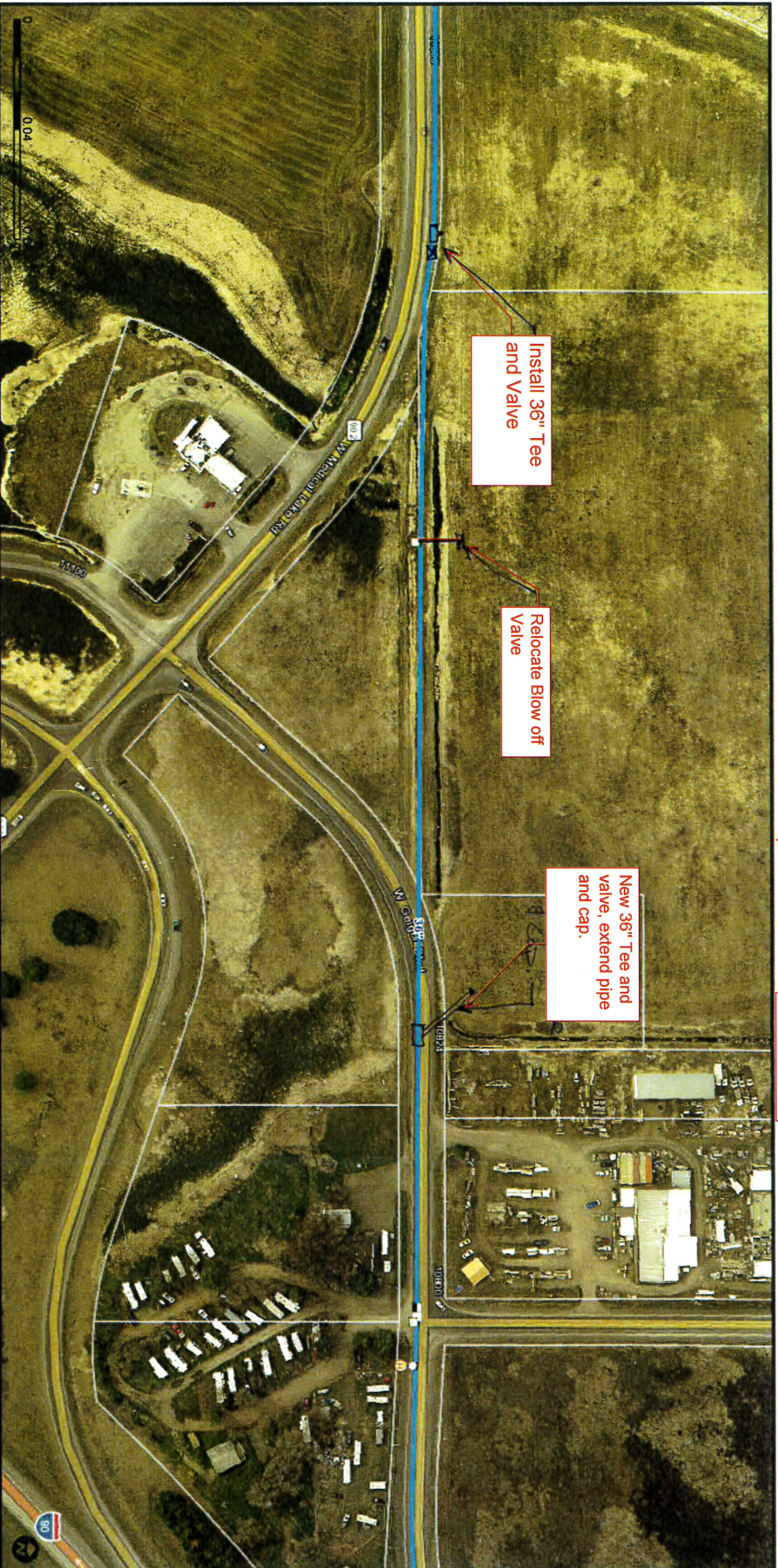
| MATERIALS | | | | | |
|--------------------------|-----|----|------------|----|-------------|
| Description | Qty | | Unit Price | | Total |
| 4" drop Gasket | 1 | EA | 0.99 | \$ | 0.99 |
| 4" Megalug | 3 | EA | 28.93 | \$ | 86.79 |
| 4" DITJ Pipe | 36 | LF | 19.02 | \$ | 684.72 |
| Valve Box Top 15" | 1 | EA | 41.30 | \$ | 41.30 |
| Valve Box Bottom 36" | 1 | EA | 34.23 | \$ | 34.23 |
| 48" X 10' manhole | 1 | EA | 1000.00 | \$ | 1,000.00 |
| Sub Total: | | | | | \$ 1,848.03 |
| LABOR | | | | | |
| Description | Qty | | Unit | | Total |
| Water Service Foreman | 5 | HR | \$128.51 | \$ | 642.57 |
| Water Service Specialist | 16 | HR | \$100.12 | \$ | 1,601.92 |
| Laborer II | 16 | HR | \$ 85.75 | \$ | 1,372.00 |
| Laborer I | 8 | HR | \$ 79.39 | \$ | 635.12 |
| Sub Total: | | | | | \$ 4,251.61 |
| EQUIPMENT | | | | | |
| Description | Qty | | Unit | | Total |
| 3/4 Yd Backhoe | 8 | HR | \$ 93.75 | \$ | 750.00 |
| Repair Truck | 16 | HR | \$ 62.50 | \$ | 1,000.00 |
| 3/4 Ton Pick-up | 5 | HR | \$ 20.00 | \$ | 100.00 |
| Dump Truck 10 yd | 4 | HR | \$ 75.00 | \$ | 300.00 |
| Track Hoe | 0 | HR | \$ 93.75 | \$ | - |
| | | | | \$ | - |
| | | | | \$ | - |
| | | | | \$ | - |
| | | | | \$ | - |
| Sub Total: | | | | | \$ 2,150.00 |

| CONTRACTUAL SERVICES | | | | |
|----------------------|-----|------|------------|------|
| Description | Qty | Unit | Total | |
| Asphalt Set Fee | 0 | EA | \$437.50 | \$ - |
| Asphalt Replacement | 0 | SY | \$110.00 | \$ - |
| Rock Removal | | LF | | \$ - |
| Backfill Material | | TN | | \$ - |
| County Permit | | EA | | \$ - |
| | | | Sub Total: | \$ - |

| | |
|---------------|-------------------|
| TOTAL: | \$8,249.64 |
|---------------|-------------------|

SR902 COS Water Relocation

UTB 1343
Exhibit C Plan
Page 1 of 2



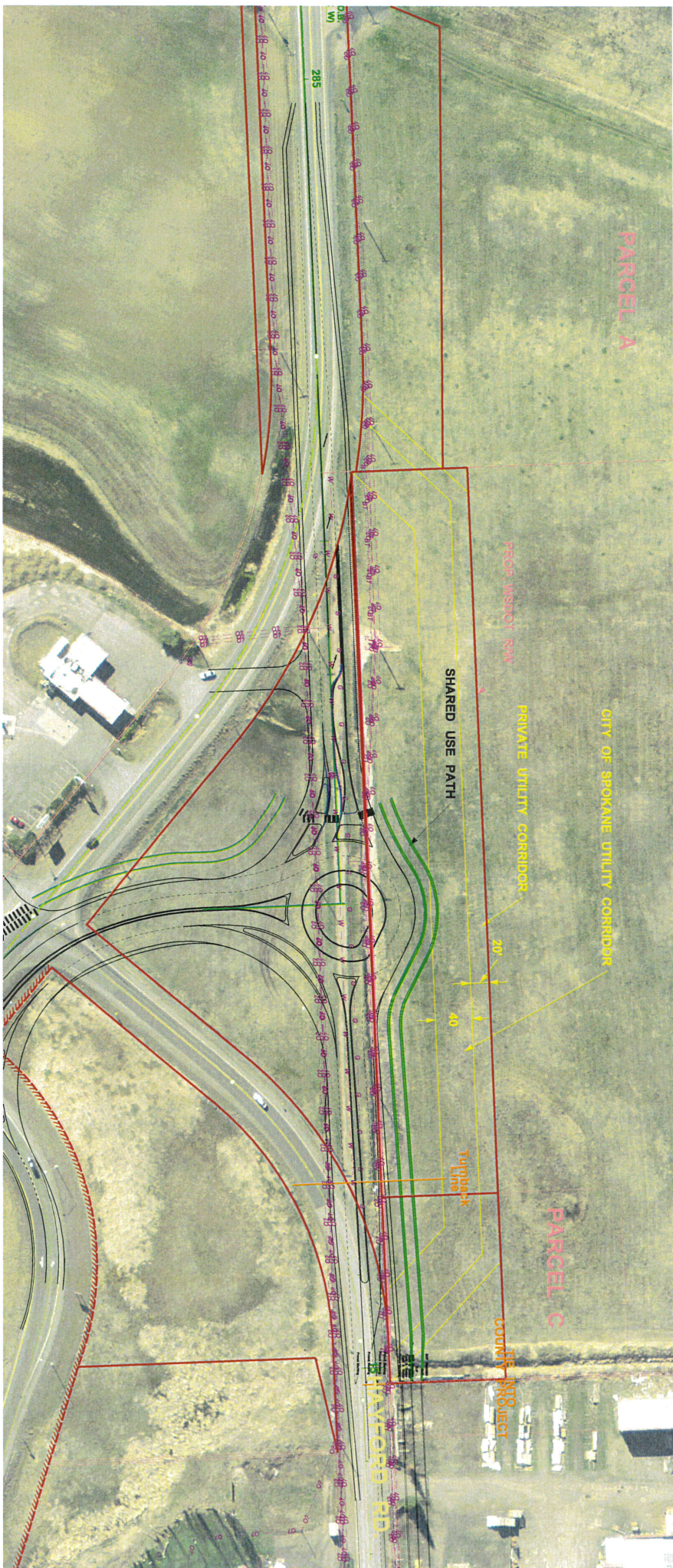
Legend

- City of Spokane
- Boundary
- Curb Stop Valve
- Control Valve
- A/C Control
- Blow off
- Pressure/Relief Valve
- Sample Check
- Hydrant Foot
- Ball Valve
- Butterfly Valve
- Gate Valve
- Open Valve
- Normally Closed Valve
- Temporary Closed Valve
- System Change
- Pressure Reducing Valve
- Meter
- Check Service
- PID Meter
- Meter
- Hydrant
- Connection
- Control
- Fitting
- Band
- Cup
- Cross
- Reducer
- Tapping Saddle
- Tee
- Drainage Point
- Cracking Line
- Service Lateral
- Distribution Service
- Domestic Service / Fire Line
- Fire Line
- Hydrant Service
- Pump
- Well
- Storage Facility
- Water Main
- Distribution Main
- Hydrant Lead
- Transmission Main
- Casing
- Abandoned Water Main
- Address Point
- Primary
- Secondary
- Parcel

City of Spokane GIS

THIS IS NOT A LEGAL DOCUMENT. This map is for informational purposes only. It is not intended to be used as a legal document. The information shown on this map is derived from various sources and is subject to change without notice. The City of Spokane is not responsible for any errors or omissions in this map. The user of this map should verify the information shown on this map with the appropriate authorities.

UTB 1343
Exhibit C Plan
Page 2 of 2



1 Section 1-06 is supplemented with the following:

UTB 1343
Exhibit D
Page 1 of 4

2
3 ***Buy America***
4

5 (August 6, 2012)

6 In accordance with Buy America requirements contained in 23 CFR 635.410, the major
7 quantities of steel and iron construction material that is permanently incorporated into the
8 project shall consist of American-made materials only. Buy America does not apply to
9 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding
10 and falsework.

11
12 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
13 of the foreign material used does not exceed one-tenth of one percent of the total contract
14 cost or \$2,500.00, whichever is greater.

15
16 American-made material is defined as material having all manufacturing processes
17 occurring domestically. To further define the coverage, a domestic product is a
18 manufactured steel material that was produced in one of the 50 States, the District of
19 Columbia, Puerto Rico, or in the territories and possessions of the United States.

20
21 If domestically produced steel billets or iron ingots are exported outside of the area of
22 coverage, as defined above, for any manufacturing process then the resulting product
23 does not conform to the Buy America requirements. Additionally, products manufactured
24 domestically from foreign source steel billets or iron ingots do not conform to the Buy
25 America requirements because the initial melting and mixing of alloys to create the
26 material occurred in a foreign country.

27
28 Manufacturing begins with the initial melting and mixing, and continues through the
29 coating stage. Any process which modifies the chemical content, the physical size or
30 shape, or the final finish is considered a manufacturing process. The processes include
31 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action
32 of applying a coating to steel or iron is deemed a manufacturing process. Coating
33 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that
34 protects or enhances the value of steel or iron. Any process from the original reduction
35 from ore to the finished product constitutes a manufacturing process for iron.

36
37 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
38 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced
39 iron ore.

40
41 The following are considered to be steel manufacturing processes:

- 42
43 1. Production of steel by any of the following processes:
44
45 a. Open hearth furnace.
46
47 b. Basic oxygen.
48
49 c. Electric furnace.
50
51 d. Direct reduction.

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2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.



Certification of Materials Origin
(Required for Acceptance of Steel Materials)

| | |
|--|----------|
| Awarding Agency Contract No. and Title | |
| Contractor | |
| Subcontractor | |
| Manufacturer / Supplier | |
| Materials: Bid Item No. / Bid Item Description | Quantity |
| Material Description | |

The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for the materials are defined on the back of this form.

- ☐ 1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United State of America.
- ☐ 2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America, as indicated below.

| |
|---|
| The Description of these materials and the Country of Origin of these materials is a follows: |
|---|

| |
|---|
| The Invoice Cost for the above described foreign-made materials is: |
|---|

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Contractor / Subcontractor / Manufacturer / Supplier Name

Authorized Corporate Official Signature

Date

Place

The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.
2. Production of Steel by any of the following processes:
 - a. Open Hearth Furnace.
 - b. Basic Oxygen.
 - c. Electric Furnace.
 - d. Direct Reduction.
3. Rolling, heat treating, and any other similar processing.
4. Fabrication of the products:
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.
5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.
6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

| | |
|---|--|
| Division & Department: | Public Works, Wastewater |
| Subject: | Relocate Existing 24-inch Sanitary Sewer from Private Property to Electric Avenue Public Right of Way using 21-inch pipe at an estimated cost of \$80,000 |
| Date: | February 25, 2019 |
| Contact (email & phone): | Eldon Brown (ebrown@spokanecity.org) 625-6305 |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons |
| Committee(s) Impacted: | P.I.E.S. |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Existing sanitary sewer is located in private property without an easement. Existing policy requires that public utilities operated and maintained by the City must be located in easements satisfactory to the City when installed in private property. The relocate of the sewer to public right of way will eliminate the need for an easement. |
| Strategic Initiative: | Innovative Infrastructure, Urban Experience |
| Deadline: | Relocate to be constructed in Spring 2019 as weather allows |
| Outcome: (deliverables, delivery duties, milestones to meet) | Relocate needs to occur prior to addition of any new upstream flow from Amazon site or surrounding properties |
| <p>Background/History: The City has an existing 24-inch sanitary sewer in Electric Avenue, which terminates approximately 700 feet west of the Thomas Mallen Road intersection (see attached map). Approximately 855 feet of this sewer diverts from the public right of way to private property and re-enters it upstream to the west. Since there is no easement for the public sewer where located in private property, this segment needs to be relocated to public right of way.</p> <p>The City has purchased the pipe for the relocate, which will be downsized from 24-inch to 21-inch. A contractor will be selected to install the relocated sewer line using the 21-inch pipe purchased by the City. The procurement process to select a contractor to install the sewer will be administered by the Purchasing Department.</p> | |
| <p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| <p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p> | |

P.I.E.S. Committee
Sewer Re-route



Legend

- Proposed Manholes
- Existing Sewer
- Proposed Sewer



The locations of the structural sidewalk, shown on this map, are compiled from a survey. Because not all of the buildings were able to be entered, the survey is not a complete representation of all structural sidewalk. Some structural sidewalk may be present that not is represented on the map.

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson
Print date: 2/11/2019



Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|---|---|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Extension of Contract for Groundwater Monitoring and Reporting at the Northside and Southside Landfills |
| Date: | February 25, 2019 |
| Contact (email & phone): | David Paine, dpaine@spokanecity.org , Ext. 6878 |
| City Council Sponsor: | |
| Executive Sponsor: | |
| Committee(s) Impacted: | Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | Sustainable Resources-Sustainable Practices |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval for groundwater monitoring and reporting to continue in 2019. |
| Background/History: The City's Northside Landfill Open Municipal Solid Waste (MSW) Cell, the Northside Landfill Closed Cell, and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. The City issued Request for Qualifications #4304-16 for Groundwater Monitoring Data Analysis and Report Writing Services in 2017. Responses were received from three firms, of which CH2M was deemed the most qualified respondent, and a contract was awarded for these services for \$64,221.00, with four (4) possible one (1) year extensions. This is the second of those extensions in the amount of \$46,135.00. | |
| Executive Summary: <ul style="list-style-type: none"> Extension #2 of 4 with cost to contract as specified in RFQ #4304-16. Extension term is March 10, 2019 to March 9, 2020. Data management and report writing services to include quarterly and annual reports for 2019. The cost of the contract for this extension is \$46,135.00 Reporting required for compliance with solid waste permits. | |
| Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: | |

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|---|--|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Electrical Support Services for the WTE |
| Date: | February 25, 2019 |
| Contact (email & phone): | David Paine, dpaine@spokanecity.org , 625-6878 |
| City Council Sponsor: | |
| Executive Sponsor: | |
| Committee(s) Impacted: | Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | Innovative Infrastructure-Sustainability of the WTEF Operation |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval to renew the \$90,000.00 annual contract with US Electric Corporation to provide electrical technical and maintenance services to the Waste to Energy Facility. |
| Background/History: <p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. RFP #4077-14 was issued and US Electric Corporation was awarded the contract for these services in January of 2015. The contract term specified in the RFP allowed for 4 one-year extensions/renewals. This will be the last of those extensions/renewals. This contract extension, in the amount of \$90,000.00 including taxes, will allow for the needed electrical support work to be completed during the scheduled outages at the WTE in 2019.</p> | |
| Executive Summary: <ul style="list-style-type: none"> Contract extension for electrical support services at the WTE, which was awarded in January of 2015 from RFP #4077-14. Extension #4 of 4 with US Electric Corporation. Amount of contract is \$90,000.00, taxes included. 2019 hourly rates billed have been increased based on an increase in prevailing wage rates. | |
| Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: | |

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|--|--|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Ordinance Relating to Disposal Rate of Uncovered Loads |
| Date: | February 25, 2019 |
| Contact (email & phone): | David Paine, dpaine@spokanecity.org , 625-6878 |
| City Council Sponsor: | |
| Executive Sponsor: | |
| Committee(s) Impacted: | Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: | |
| Strategic Initiative: | |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council Approval of this ordinance amending the Spokane Municipal Code, Section 13.02.0570 for fees assessed to uncovered/unsecured loads at disposal sites. |
| <p><u>Background/History:</u></p> <p>This ordinance addresses the disposal rates of uncovered loads, amending SMC section 13.02.0570; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.</p> <p>SMC Section 13.02.0570, which was passed by City Council on October 15, 2007, states that an additional fee of \$5.00 will be charged to any load brought in to a disposal site that is not covered or secured, which is in conjunction with RCW 46.61.655 that prohibits uncovered/unsecured loads on public highways.</p> <p>This ordinance will align the City of Spokane with County Ordinance 8.56.330, adding a weight based fee and setting an effective date for enforcement. Until the effective date, warnings will be given to drivers of loads that are uncovered/unsecured. After the effective date, any uncovered/unsecured load will be charged an additional \$5.00 if the gross vehicle weight is 8,000 pounds or less and \$10.00 for vehicles over 8,000 pounds gross.</p> | |
| <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Ordinance addressing disposal rates and effective dates to SMC 13.02.0570. Changing from a flat rate of \$5.00 to a weight based fee of \$5.00 if gross vehicle weight is 8,000 lbs or less, and \$10.00 if the gross vehicle weight is more than 8,000 lbs. Warnings will be issued to vehicles that are uncovered/unsecured until the effective date After the effective date established by this ordinance, fees will be assessed to all loads that are brought in to a disposal site that are not covered or secured based on the gross vehicle weight. | |
| <p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| <p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p> | |

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

| | |
|--|---|
| Division & Department: | Innovation and Technology Services Division & My Spokane |
| Subject: | Customer Relationship Management (CRM) Replacement |
| Date: | February 25, 2019 |
| Author (email & phone): | Peggy Lund, klund@spokanecity.org , 625-6954 |
| City Council Sponsor: | |
| Executive Sponsor: | Eric Finch and Carly Cortright |
| Committee(s) Impacted: | Public Infrastructure, Environment & Sustainability (PIES) Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | My Spokane – CRM Replacement Project Utilizing Budget Account #5310 73120 94000 56403 |
| Strategic Initiative: | Sustainable Resources |
| Deadline: | Start Date of April 1, 2019 |
| Outcome: (deliverables, delivery duties, milestones to meet) | CRM implementation project |

Background/History:

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020. There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

The new CRM will:

- provide increased efficiency for agents with integrated omni-channel design (phone, email, and chat all in one window)
- improved mapping for consistency in address entry and later analysis and reporting
- advanced duplicate detection to reduce re-work
- integration with Accela and future UIS to reduce data entry time and using multiple windows
- usable knowledge base – will reduce training time and improve staff retention
- improved customer engagement tools, including a better web portal with ability to sign up for preferred notification method, mobile application with push notifications, access to public knowledge base, and ability to track own reporting as well as other complaints across City of Spokane

It is also a hosted solution that will help us with continuity of operations in event of emergency.

Executive Summary:

- Contract with Incapsulate for implementation of City's new CRM system.
- Requesting \$471,048 including tax for implementation, conversion, integration, training and hosting services for Incapsulate.
- Requesting \$76,000 for Project Management
- Total project costs are \$547,048.
- Project duration is five months.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: 5310 Capitalized Replacement Reserve

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers: