

**SPECIAL MEETING NOTICE OF THE
PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY
COMMITTEE**

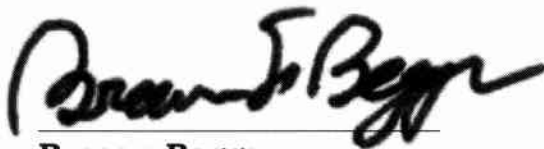
A special meeting of the Public Infrastructure, Environment & Sustainability Committee will be held on January 30, 2023, at 1:15 p.m.

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on Monday, January 30, 2023**, in City Council Chambers, – Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

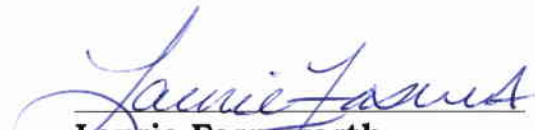
The meeting will be conducted in a standing committee format. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held the 4th Monday of each month at 1:15 p.m. unless otherwise posted.

Members of the public who cannot attend in person can tune in to the meeting by viewing it live on CityCable5, at <https://my.spokanecity.org/citycable5/live>, or <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2483 521 0240.

See attached agenda



Breean Beggs
Council President



Laurie Farnsworth
Acting City Clerk

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 Spokane City Council Chamber 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.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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.

**Public Infrastructure Environment & Sustainability (PIES) Committee
Agenda for 1:15 p.m. Monday, January 30, 2023**

The Spokane City Council's Committee Name meeting will be held at **1:15 p.m. January 30, 2023**, streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code # 2483 521 0240; meeting password 0320.

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 PIES 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 both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and 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 ATTACHED

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber 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.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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.

Agenda - 30 January 2023

1 Call to Order

2 Approval of Minutes

Approval of November 28, 2022, meeting minutes.

Discussion Items

3 Reso. to appoint Dir. of Parks/Finance Budget

5 min
Jones, Garrett

Council Sponsors: CMs Stratton and Bingle
Resolution to appoint Rich Lentz as Director of Parks and Finance-Budget.

4 Salmon Recovery Lead Entity Resolution

5 min
conor.giorgi@spokanetribe.com

Council Sponsor: CM Kinnear
This resolution affirms that the Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians.

5 Amendment to Utilities/Parks Agreement

5 min
Miller, Katherine E

Council Sponsor: CM Kinnear
Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots

6 Water, Wastewater Asset Management RFQ

10 min
Miller, Katherine E, Croucher, Lorena

Council Sponsor: CM Kinnear
ICM will be releasing an RFQ in coordination with the Water & Wastewater

Departments to hire a consultant to help develop the next level of asset management for these two departments

7 **Solid Waste Cost Pressures Review**

10 min
Averyt, Chris

Council Sponsor: CM Kinnear

Solid Waste Collections and Disposal has faced a number of cost increases in the last year or so, including significantly higher costs for materials, equipment and supplies, and services.

8 **2023 Construction Season Overview**

15 min
Feist, Marlene, Harris, Clint E.

Council Sponsor: CM Kinnear

Construction Season is fast approaching. This presentation will go over major projects from 2022, projects that are continuing in 2023 and new projects for 2023.

9 **Overview of Impact Fees GFC's and Utility Rates**

15 min
Miller, Katherine E, Feist, Marlene

Council Sponsor: CM Kinnear

The three items are Transportation Impact Fees, General Facility Charges (GFCs) and Utility Rates. The first two are on schedule to be to Council on or before the moratorium in the Latah Valley area expires in March. Utility Rates approvals extend only through the end of 2023 and may be impacted by decisions made regarding GFCs. This agenda item is intended to share the overall schedule of all three items to ensure a smooth process for these time-sensitive items.

10 **Study Update: Fluoridation**

15 min
Miller, Katherine E, Consulting Team

Council Sponsor: CM Kinnear

The study is entering the final phase and is a good point to provide Council with an update.

11 Vulnerability Assessment--Yellowstone Pipe

5 min
Naake, Colin

Council Sponsor: CM Kinnear

This vulnerability assessment is limited in scope to the impacts to source water and infrastructure from the Yellowstone (Phillips 66) petroleum pipeline. The assessment will evaluate the risk to the city's well stations and recommend action for emergency response plan.

12 Link-Utilities Water Strategy

10 min
Davis, Marcia

Council Sponsor: CM Kinnear

Review of Level of Service, Consequence of Failure, MODA, and Scenarios for Water.

Consent Items

13 Fleet Purchase of 2 Chevrolet Bolts

Giddings, Richard

Council Sponsor: CM Kinnear

Purchase of 2 Chevrolet Bolt EV to replace Motor Pool Vehicles.

14 Basic Water Service Charge Revision SMC 13.04.2002

Morse, Corin

Council Sponsors: CM Kinnear, CM Bingle

To revise language in the SMC to allow a basic water service charge monthly whenever water services are available to the property.

15 Fleet - Auto Body Repair Contract with Toby's Fend

Prince, Thea, Giddings, Richard

Council Sponsor: CM Bingle

Three-Year Contract for Auto Body Repair Services

16 Fleet - Adding additional funds to Pomp's Tire VB

Prince, Thea, Giddings, Richard

Council Sponsor: CP Beggs
Adding additional monies to VB for Pomps Tire

17 Fleet - Renew Racom Contract

Prince, Thea, Giddings, Richard

Council Sponsor: CM Kinnear
Renewal #3 of 4 for Racom Contract

18 Polymer Value Blanket Award - Polydyne, Inc.

Cannon, Mike, Gennett, Raylene

Council Sponsor: CM Kinnear
Consent for Polymer Value Blanket

19 2nd Polymer Value Blanket Award - Marubeni

Cannon, Mike

Council Sponsor: CM Kinnear
Consent for multi-award value blanket for polymer

20 Consent to award CompuNet Nutanix upgrade contract

Cannon, Mike

Council Sponsor: CM Kinnear
Consent to award contract

21 SWD-HVAC Services Amendment

Paine, David

Council Sponsor: CM Kinnear
Contract amendment with cost for HVAC services at the Waste to Energy Facility.

22 SWD-Hydrated Lime Purchase

Paine, David

Council Sponsor: CM Kinnear
Value blanket award for the purchase of hydrated lime at the Waste to Energy Facility.

23

SWD-High Calcium Quicklime Purchase

Paine, David

Council Sponsor: CM Kinnear
Value blanket renewal for the purchase of high calcium quicklime for the Waste to Energy Facility.

24

Truepoint Solutions Professional Services and Supp

Sloon, Michael

Council Sponsor: CM Cathcart
For the approval of Truepoint Solutions Professional Services and Support for Accela Software.

25

Fatbeam LLC Franchise Agreement

Szambelan, Timothy

Council Sponsors: CP Beggs & CM Kinnear
Fatbeam is a telecommunications company based out of Coeur d'Alene Idaho and has applied to obtain a franchise agreement with the City of Spokane to operate in the public right of way. The term of the franchise agreement is for a 10 year term.

26

MCImetro Access Transmission Services Franchise Ag

Szambelan, Timothy

Council Sponsors: CP Beggs & CM Kinnear.
MCImetro is seeking a franchise renewal to operate in the City's right of way. MCImetro franchise expired in 2022. The franchise term is for a ten (10) term with two five (5) renewal options.

27

Streets - Traffic Signal Control Consultant

Harris, Clint E.

Council Sponsor: CM Kinnear
Contract for Traffic Signal Control Consultant.

28

Special Counsel Contract Amendment

Schoedel, Elizabeth

Council Sponsor CM Lori Kinnear - Special Counsel Contract Amendment

29

Executive Session

Executive Session may be held or reconvened during any committee meeting.

30

Adjournment

31

Next Meeting

The next meeting of the Public Infrastructure, Environment & Sustainability Committee will be held at 1:15 p.m. on Month XX, 2023.

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1

1 - Call to Order

2 - Approval of Minutes

Approval of November 11, 2023, meeting minutes.

| For Decision

Attachments

[pies-minutes-2022-11-28.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
November 28, 2022

Call to Order: 1:17pm

Recording of the meeting may be viewed here: <https://vimeo.com/775973947>

Attendance

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs, CM Stratton, CM Cathcart, CM Wilkerson and CM Zappone.

Staff/Others Present:

Marlene Feist, Garrett Jones, Chris Noll, Tonya Wallace, Chief Brian Shaeffer, Clint Harris, Jacob Miller, Kristen Zimmer, Clint Harris, Loren Searl, Hannahlee Allers, Dusty Fredrickson, Collin Tracy, Kelly Thomas, Giacobbe Byrd, Kelly Thomas, Mark Carlos, and Jeff Gunn.

Approval of Minutes

➤ Action taken

CM Zappone moved to approve the minutes of the October 24, 2022 meeting; the motion was seconded by CM Cathcart. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Historic Landmarks Commission Interview – Chris Noll
 - Action taken
Presentation and discussion only, no action was taken.
2. Cedar Road Speed Zone Change – Clint Harris
 - Action taken
CM Kinnear and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
3. Conservation Ordinance Communication Recap – Kristen Zimmer
 - Action taken
Presentation and discussion only, no action was taken.
4. Update on Assistance to Utility Bill Customers & ARPA request – Marlene Feist
 - Action taken
Presentation and discussion only, no action was taken.
5. SBO to Adjust Year-End Appropriation Authority – Jacob Miller

- Action taken
CM Wilkerson and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
- 6. Discussion on Park/Hospital Speed Zones – Breean Beggs and Clint Harris
 - Action taken
Presentation and discussion only, no action was taken.
- 7. Forensic Fire/Police Overtime Report – Tonya Wallace
 - Action taken
Presentation and discussion only, no action was taken.
- 8. Public Safety Overtime SBOs – Breean Beggs
 - Action taken
CM Zappone, CM Wilkerson, and CP Beggs agreed to sponsor this item to move forward for formal Council consideration.

Consent items

1. RPWRF Membrane Pilot Room Feed Pump
2. Streets - Road Salt
3. Streets - Perforated Steel Tubes
4. SWD-Vacuum Support Services
5. SWD-Analytical Testing Services
6. SWD-Superheater Tube Purchase
7. SWD-Metals Recycling Service
8. SWD-Activated Carbon Purchase
9. SWD-Variable Frequency Drive (VFD) Purchase
10. SWD-Water Storage Tank Rentals
11. SWD-Fabric Filter Bag Purchase
12. Public Rule – Industrial Pretreatment Program Fees Resolution
13. SIA I-90 Transmission Main (Engineering Services)
14. Cochran Basin Stormwater Projects (Engineering Services)
15. ES-Shiloh Hill Lift Station Upgrade & Force Main Replacement
16. ES-Holland Sewer - Normandie to Colton
17. ES-Upriver Dam Powerhouse #1 - Generator #2 Maintenance and Repair
18. ES-Marshall Road Transmission Main
19. ES-Business Area Grind & Overlay
20. Value Blanket with Pumps Tire
21. Master Contract with Pumps Tire
22. 2023 CDW Government(CDW-G) Value Blanket
23. Contract Extension with Barr-Tech, LLC
24. ES-High System Water Reservoir South Hill
25. 2023 Software House International Corp. - SHI Value Blanket
26. SBO - PMO Contractual Services
27. SIA Joint Resolution

28. SNAP Contract Renewal_UHelp Admin

Executive session

None.

Adjournment

The meeting adjourned at 2:30 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

CM Lori Kinnear
PIES Committee Chair

3 - Reso. to appoint Dir. of Parks/Finance Budget

Jones, Garrett

Council Sponsors: CMs Stratton and Bingle

Resolution to appoint Rich Lentz as Director of Parks and Finance-Budget.

| For Discussion

Attachments

[PIES Briefing Paper - Director of Parks Finance-Budget - Rich Lentz.docx](#)

[Reso Appointing Rich Lentz as Director of Parks Finance-Budget.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Human Resources
Contact Name & Phone	Garrett Jones, Director Parks and Recreation
Contact Email	gjones@spokanecity.org 509-363-5462
Council Sponsor(s)	Council Member Bingle Council Member Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5_____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Parks Finance/Budget.
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Rich Lentz as Director of Parks Finance/Budget.</u> <p>Rich Lentz was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Parks Finance/Budget</p>
Proposed Council Action & Date:	Confirm the Appointment of Rich Lentz as the Director of Parks and Finance/Budget.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION 2023 - _____

A resolution approving the appointment of Rich Lentz as the Director of Parks Finance/Budget for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Rich Lentz as the Director of Parks Finance/Budget for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Rich Lentz as the Director of Parks Finance/Budget for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

4 - Salmon Recovery Lead Entity Resolution

conor.giorgi@spokanetribe.com

Council Sponsor: CM Kinnear

This resolution affirms that the Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians.

| For Discussion

Attachments

[Salmon Recovery Lead Entity Briefing Paper.docx](#)

[LeadEntityCityofSpokaneResoluton\[1\].docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane River Salmon Lead Entity Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This resolution supports the establishment of a Spokane River Watershed Salmon Lead Entity to develop, submit, and maintain a habitat protection and restoration plan as well as a habitat project list pursuant to RCW 77.85.</p> <p>The Spokane Tribe of Indians will serve as the Lead Entity coordinator to establish the requisite committees, habitat protection and restoration plan, habitat protection project list, and discharge other duties of the lead entity as defined in RCW 77.85.</p> <p>The Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians.</p> <p>And the Council, upon the Governor’s Salmon Recovery Office approval of a Spokane River Watershed Salmon Lead Entity, will be a participatory member.</p>
Proposed Council Action	Council consideration in early February
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: N/A	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
None	
Other budget impacts: (revenue generating, match requirements, etc.) None.	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The Spokane Tribe are salmon people. Since time immemorial The Spokane Tribe relied on the bountiful runs of salmon and steelhead that thrived in the Spokane and Columbia Rivers as their primary form of sustenance. A combination of factors led to the extirpation of local salmon populations in the late 19th and early 20th centuries; repressing the tribe’s life-style and culture. Over-harvest in the lower Columbia, driven by the canning industry, took a significant toll on upriver stocks. Construction of hydroelectric dams on the Spokane River in the early 1900’s barred salmon from most of the Spokane River, as none of the dams are equipped with fish passage facilities. The lower 29 miles of the Spokane River still supported salmon until approximately 1940, when Grand</p>	

Coulee Dam blocked salmon and steelhead from reaching the upstream-most 1,100 miles of the Columbia River and its tributaries. Since their departure, the Spokane Tribe has sought the return of salmon.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The data described above were planned to be collected. As the Lead Entity's mission is to improve instream habitat and water quality in the Spokane River and its tributaries those benefits would be universal to all who enjoy the river.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

In the restoration world, "effectiveness monitoring" is often complementary to specific projects and actions. This supplemental monitoring often evaluates if the benefits anticipated were realized after a project was completed. (I know this doesn't necessarily answer the question in the broader context of the Lead Entity but hope it is satisfactory enough).

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The City of Spokane adopted the 2021 Sustainability Action Plan that specifically supports reintroduction of salmon and participation in a Lead Entity.

RESOLUTION NO. 202?-_____

A Resolution supporting establishment of a Spokane River Watershed Salmon Lead Entity to develop, submit and maintain a habitat protection and restoration plan as well as habitat project list pursuant to RCW 77.85.

WHEREAS, the Legislature of the State of Washington supports reintroduction of salmon to the Spokane River Watershed, and

WHEREAS, the Legislature has found that habitat restoration is a vital component of salmon survival, including water quality improvements with a range of ecological benefits, and

WHEREAS, RCW 77.85 provides that funding for salmonid habitat restoration projects may be available from the state through a competitive grant funding process, and that the process will involve the submission of proposed habitat restoration projects for funding consideration; and

WHEREAS, RCW 77.85 provides that counties, cities, and tribal governments must agree on the area for which a habitat restoration project list is to be developed and on the lead entity that is to be responsible for submitting the habitat restoration project list; and

WHEREAS, The City of Spokane previously passed resolutions 2014 – 0070 and 2019 – 0081 supporting reintroduction of salmon above Grand Coulee Dam, and

WHEREAS, The City of Spokane adopted the 2021 Sustainability Action Plan that specifically supports reintroduction of salmon and participation in a Lead Entity, and

WHEREAS, the City of Spokane is a governmental entity whose geographic area is fully within the Water Resource Inventory Areas (WRIAs) 54, 55, 56, and 57 that will comprise the Spokane River Watershed Salmon Lead Entity, and

WHEREAS, the Spokane Tribe of Indians will serve as the Lead Entity coordinator in order to establish the requisite committees, habitat protection and restoration plan, habitat protection project list, and discharge other duties of the lead entity as defined in RCW 77.85.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians,

BE IT ALSO RESOLVED that the Council, upon the Governor’s Salmon Recovery Office approval of a Spokane River Watershed Salmon Lead Entity, will be a participatory member.

Passed by the City Council this ____ day of _____, 202?.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT 2

5 - Amendment to Utilities/Parks Agreement

Miller, Katherine E

Council Sponsor: CM Kinnear

Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots

| For Discussion

Attachments

[Briefing Paper Contract Amendment.docx](#)

[AGENDA SHEET Amend Interdepartmental Agreement w Utilities.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management (ICM)
Contact Name	Katherine Miller
Contact Email & Phone	Kemiller@spokanecity.org ext:6338
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Public Works Division desires continued use of Riverfront Park parking lots during construction of the Post Street Bridge. This amendment extends the prior agreement by 1 year and allows for prorated monthly payments should Post St Bridge Construction complete sooner than Dec 2023. Utilities and integrated Capital Management has been using various portions of Riverfront parking lots formerly known as as the Bosch lot (lot# 7) and lot #6 since 2016 for the purpose of constructing a Combined Sewer Overflow (CSO) tank on premises, a lay-down yard for CSO construction adjacent to the Downtown Library and construction of the Post St Bridge. Park Board approval has been given, this amendment will need to be approved by City Council before it may be fully executed.</p> <p>A copy of the amendment is included with this briefing paper.</p>
Proposed Council Action	Approval of the amended contract
Fiscal Impact	<p>Total Cost: <u>\$96,865 max</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: ICM Funding</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</i></p>

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A This is an amendment to an existing contract and no data will be collected.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A This is an amendment to an existing contract not a program or policy.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A This is an amendment to an existing contract that compensates the Parks Department for lost parking revenue due to both the CSO past project on the parking site and now the Post St Bridge Project utilizing the parking area as material storage for the project.

AGENDA SHEET FOR PARK BOARD MEETING OF: _____

Submitting Division _____ Contact Person _____ Phone No. _____
Parks & Recreation

Department: Finance Operations Recreation/Golf Riverfront Park
Committee: Finance Golf Land Recreation Riverfront UFTC
Type of contract: New Renewal Amendment Extension Other
Beginning date: _____ Expiration date: _____ Open ended

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Requester - _____ Dept. Manager _____ Director of Parks & Recreation – Garrett Jones

Parks Accounting – Megan Qureshi _____ Legal Dept. – James Richman _____

DISTRIBUTION: Parks: Accounting _____
Parks: Sarah Deatrich _____
Budget Manager: _____
Requester: _____

PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor

New vendor – If so, please include vendor packet

Supporting documents:

Quotes/Solicitation (RFP, RFQ, RFB)

W-9 (for new contractors/consultants/vendors)

Contractor is on the City's A&E Roster City of Spokane

ACH Forms (for new contractors/consultants/vendors)

Spokane Business registration expiration date: _____

Insurance Certificate (minimum \$1 million in General Liability)

UBI#: _____

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	December 5, 2022		
Requester	Jonathan Moog	Phone number: (509)625-6243	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	2016-0370		
Item title: (Use exact language noted on the agenda)	Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax)		
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2023	<input type="checkbox"/> Open ended
Background/history: Utilities Division desires continued use of Riverfront Park parking lots during construction of the Post Street Bridge. This amendment extends the prior agreement by 1 year and allows for prorated monthly payments should Post St Bridge Construction complete sooner than Dec 2023. Utilities and integrated Capital Management has been using various portions of Riverfront parking lots formerly known as as the Bosch lot (lot# 7) and lot #6 since 2016 for the purpose of constructing a Combined Sewer Overflow (CSO) tank on premises, a lay-down yard for CSO construction adjacent to the Downtown Library and construction of the Post St Bridge. Should Park Board approval be given, this amendment will need to be approved by City Council before it may be fully executed.			
Motion wording: Approve Utilities/Parks interdepartmental agreement amendment for \$96,865			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: City of Spokane Name: Marlene Feist Email address: mfeist@spokanecity.org Phone: 509-625-6505			
Distribution: Parks – Accounting Parks – Sarah Deatrach Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$96,865 Budget code: 1400-54370-76901-36250			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane
**AMENDMENT TO
INTERDEPARTMENTAL AGREEMENT**
Title: BOSCH LOT PROPERTY

THIS INTERDEPARTMENTAL AGREEMENT AMENDMENT is between the City of Spokane, Utilities Division, on behalf of the Water-Wastewater Management Department, whose address is Second Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Water-Wastewater Department" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks Department," hereinafter jointly referred to as the "Parties".

WHEREAS, on November 30, 2011, and May 4, 2015, the Parties entered into Interdepartmental Agreements for CSO Control Facilities and Stormwater Surface and Infiltration Facilities to be sited on Parks Property; and

WHEREAS, the Parties recorded permanent easements for CSO and stormwater projects installed on Parks-owned properties, including the Bosch Lot Property, which is located at the northwest corner of Summit Boulevard and Lincoln Street; and

WHEREAS, the Parties would like to use Riverfront Park Lot 6 as a staging area for the Post Street Bridge Project; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Agreements, dated November 30, 2011, and May 4, 2015, and the first Amendment attested by the City Clerk on May 2, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2023 and shall remain in effect until the earlier of completion of the two (2) construction projects or December 31, 2023.

3. AMENDMENT.

The Original Agreement and First Amendment are revised to include the following:

3. CONSIDERATION: The parties agree as follows:

b. Utilities will pay to Parks for the number of parking stalls used during the duration of each project. The expected number of stalls for the Bosch Lot is 42 charged at a rate of \$924 per stall annually and upper portion of Parking Lot #6 is 29 charged at a rate of \$2003 per stall annually. Total annual compensation is \$96,865.

d. Utilities will pay Parks a prorated share on a **monthly** basis of EIGHT THOUSAND SEVENTY TWO AND 8/100 DOLLARS (\$8,072.08) for the term of this Agreement or when the contractor for the Post Street Bridge Project vacates Bosch Lot, whichever action occurs first.

4. TERMINATION.

Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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

**CITY OF SPOKANE PARKS
AND RECREATION DEPARTMENT**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Approved:

Approved:

Attorney for Park Board

Director of Utilities Division

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

6 - Water, Wastewater Asset Management RFQ

*Miller, Katherine E,
Croucher, Lorena*

Council Sponsor: CM Kinnear

ICM will be releasing an RFQ in coordination with the Water & Wastewater Departments to hire a consultant to help develop the next level of asset management for these two departments

| For Discussion

Attachments

[AM Program Briefing Paper Jan 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Lorena Croucher
Contact Email & Phone	lcroucher@spokanecity.org ; (509)625-6894
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Water, Wastewater Asset Management RFQ
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This project aims to establish a framework for a comprehensive asset management program for the City’s water and wastewater utilities. The project will be delivered in phases, with the first phase of work focused on developing an asset management strategy. This strategy will seek to create alignment between the City’s existing Comprehensive Plan, individual utility level of service goals, and the future Asset Management Program objectives. The strategy will also define targets and key measures based on the identified program objectives.</p> <p>The strategy (to be documented in a Strategic Asset Management Plan) will then be compared to the Utilities’ existing practices and business processes to determine any gaps. The gap analysis will be used to establish a workplan that will build on existing asset management elements the City is currently doing while implementing a comprehensive asset management program that is in alignment with strategic objectives.</p> <p>The implementation of resulting workplan will be delivered as part of future phases of this work.</p> <p>The purpose of the RFQ is to determine the most qualified consultant team. Once a team has been selected, the next step will be to determine the cost for the services through a negotiated process. Council will then be asked to approve the contract including the cost. Utilities and ICM have set aside budget to cover this work.</p>
Proposed Council Action	Discussion
Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts (if N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A- This RFQ is not a program or policy. Data collected during the study phase will be city wide and inclusive of all utility users.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

In developing an Asset Management Strategy as the first phase of building a comprehensive asset management program, the project will be identifying the data utilities can and/or should be tracking in order to assess the defined targets and key performance indicators.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

All existing goals and priorities will be reviewed as a first step to create alignment with broader City Policies.

7 - Solid Waste Cost Pressures Review

Averyt, Chris

Council Sponsor: CM Kinnear

Solid Waste Collections and Disposal has faced a number of cost increases in the last year or so, including significantly higher costs for materials, equipment and supplies, and services.

| For Discussion

Attachments

[Solid Waste Cost Review 1-2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org ; 509.625.6540
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Overview of Solid Waste Cost Pressures
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Solid Waste Collections and Disposal has faced a number of cost increases in the last year or so, including significantly higher costs for materials, equipment and supplies, and services.</p> <p>This presentation is designed to provide Council a greater understanding of the cost changes that have impacted this utility operation and what the future looks like.</p> <p>Solid Waste has brought forward updated contracts for some services and supplies already with cost increases. Additional contracts will come forward to City Council, as will discussions about how to manage the costs over time.</p>
Proposed Council Action	Informational only.
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with Solid Waste Management Plans.

8 - 2023 Construction Season Overview

*Feist, Marlene, Harris,
Clint E.*

Council Sponsor: CM Kinnear

Construction Season is fast approaching. This presentation will go over major projects from 2022, projects that are continuing in 2023 and new projects for 2023.

| For Discussion

Attachments

[Construction Season Preview for 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	2023 Construction Season Preview
Summary (Background)	<p>Construction Season is fast approaching. This presentation will go over major projects from 2022, projects that are continuing in 2023 and new projects for 2023.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>This presentation is informational only. Engineering Services will bring forward construction contracts and related items as projects are bid and awarded for Council consideration.</p>
Proposed Council Action	Informational only.
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent approved projects in the 6-year CIP.

9 - Overview of Impact Fees GFC's and Utility Rates

*Miller, Katherine E,
Feist, Marlene*

Council Sponsor: CM Kinnear

The three items are Transportation Impact Fees, General Facility Charges (GFCs) and Utility Rates. The first two are on schedule to be to Council on or before the moratorium in the Latah Valley area expires in March. Utility Rates approvals extend only through the end of 2023 and may be impacted by decisions made regarding GFCs. This agenda item is intended to share the overall schedule of all three items to ensure a smooth process for these time-sensitive items.

| For Discussion

Attachments

[Impact Fees GFC Utility Rates Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Schedule overview for Impact Fees, GFCs and Utility Rates
Summary (Background)	<p>There are three distinct items that will be coming to Council in 2023 that have some relation to each other.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The three items are Transportation Impact Fees, General Facility Charges (GFCs) and Utility Rates. The first two are on schedule to be to Council on or before the moratorium in the Latah Valley area expires in March. Utility Rates approvals extend only through the end of 2023 and may be impacted by decisions made regarding GFCs.</p> <p>All three items will need several touches with Council either through PIES, Study Sessions and ultimately Council hearings. This agenda item is intended to share the overall schedule of all three items to ensure a smooth process for these time-sensitive items.</p>
Proposed Council Action	Discussion
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A this is a discussion about timing of three topics and how they are connected	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A this is a discussion about timing of three topics and how they are connected

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A this is a discussion about timing of three topics and how they are connected

10 - Study Update: Fluoridation

*Miller, Katherine E,
Consulting Team*

Council Sponsor: CM Kinnear

The study is entering the final phase and is a good point to provide Council with an update.

| For Discussion

Attachments

[PIES Briefing Paper Fluoridation Study Update 01-30-2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management (ICM)
Contact Name	Katherine Miller
Contact Email & Phone	kemiller@spokanecity.org ext: 6338
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	Study update: Fluoridation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Council accepted a \$4,000,000 grant from Acora in September of 2020 to implement community water fluoridation. The agreement required the City to pay back any funds if the City did not move forward with fluoridation.</p> <p>In August of 2021 the grant agreement was amended to provide up to \$600,000 to conduct a comprehensive engineering analysis to understand the full cost to implement a fluoridation system. The costs incurred to provide the analysis would not have to be repaid regardless of whether the City chooses to proceed with fluoridation. During this amendment process, Mayor and Council agreed to have a full public and transparent discussion to review the results of the analysis and determine next steps.</p> <p>With the passage of the amendment, a Request for Qualifications (RFQ) was released in early October 2021. Murraysmith (Now known as Consor) was the only consulting team that submitted a response by the October 25th due date. The RFQ was reviewed by an internal team and found to be responsive on November 10th 2021. On February 14th, 2022 City Council approved the \$599,300.00 contract with Murraysmith and the study was underway with the expected completion date of June of 2023.</p> <p>The consultant team has progressed on schedule and this update is intended to be one of the last remaining Council updates before the Consultant team completes the 30% design level work and the study is presented to Council in June.</p>
Proposed Council Action	Discussion
<p>Fiscal Impact Total Cost: <u>\$599,300.00 total contract amount</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Grant Funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – Under this contract this analysis will assess which type of fluoridation process would be recommended if implemented, what the impacts would be to existing facilities and what the life cycle costs would be.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The Study implemented a Multi-Objective Data Analysis (MODA) process to ensure each method of fluoridation inject was assessed and scored based on a the same criteria to ensure the right solution is identified and the costs to implement are fully recognized. This study will be provided to Council and the Mayor to help in their process to determine what the next steps will be.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposed contract is consistent with the amended August 2021 agreement with Acora.

11 - Vulnerability Assessment--Yellowstone Pipe

Naake, Colin

Council Sponsor: CM Kinnear

This vulnerability assessment is limited in scope to the impacts to source water and infrastructure from the Yellowstone (Phillips 66) petroleum pipeline. The assessment will evaluate the risk to the city's well stations and recommend action for emergency response plan.

For Information

Attachments

[Briefing Paper for Vul RFQ.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name & Phone	Colin Naake 625-6941
Contact Email	cnaake@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Vulnerability Assessment for Yellowstone Pipeline
Summary (Background)	The City of Spokane has selected a firm to provide assessment of vulnerability to chemical release in a sole source aquifer. Reliance on a sole source aquifer to provide drinking water carries inherent risks in addition to vulnerabilities that exist in all water systems. This vulnerability assessment is limited in scope to the impacts to source water and infrastructure from the Yellowstone (Phillips 66) petroleum pipeline. The assessment will evaluate the risk to the city's well stations and recommend action for emergency response plan.
Proposed Council Action & Date:	The consultant contract will be brought to city council for approval. Council action expected on 2/13/2023
Fiscal Impact:	
Total Cost: \$263,285	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Utility Rates – Water, Yellowstone Pipe Line Company	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A – This is a public works project to address vulnerability of the sole source aquifer and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

12 - Link-Utilities Water Strategy

Davis, Marcia

Council Sponsor: CM Kinnear

Review of Level of Service, Consequence of Failure, MODA, and Scenarios for Water.

| For Discussion

Attachments

[LUWater Briefing Paper 01302023.docx](#)

[COF Matrix_FINAL_01-13-2023.pdf](#)

[LOS FINAL_1-13-2023.pdf](#)

[MODA_FINAL_01-13-2023.pdf](#)

[Scenarios_01-13-2023.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Marcia Davis, 509.625.6398
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Link Utilities Water Strategy
Summary (Background)	<p>The City of Spokane is in the process of developing its Link Utilities for Water Strategy, which is a 20-year investment plan to manage existing system deficiencies as well as long-term growth. This Strategy is being developed using:</p> <ul style="list-style-type: none"> • A rigorous and defensible decision-making process, based in decision science, to better-manage risk as well as improve public confidence, internal utility coordination, communication, and information sharing. • An asset management approach to enable balancing the costs of infrastructure assets and acceptable level of risk, while continuously delivering established levels of service. <p>Initial activities of the program have included interviews with City, Council, and community members as well as development of matrices and scenarios that will support the development of the Strategy. The interviews provide the opportunity to hear perspectives, priorities, and concerns on the City’s water system over the longer term. The matrices have been developed to help prioritize future actions and investments and include:</p> <ul style="list-style-type: none"> • Level of service (LOS) - LOS quantifies objectives for services, customer values, water conservation, and resource allocation (i.e., how much, type, and how frequent) service parameter are met. • Consequence of failure (COF)- COF is one-half of risk calculation (Risk = COF * Likelihood of failure). The COF matrix provides a framework to evaluate consequence of failure based on financial, staff, environmental, and network criteria. • Multi-objective decision analysis (MODA) - MODA is a process used to evaluate and prioritize actions when there are complex issues involving multiple criteria and multiple parties. Three MODA decision-matrices - Sustainability, Affordability, and Social Responsibility - have been developed for the City. These reflect the priorities of the Comprehensive Plan and Sustainability Action Plan. • Five scenarios have been identified to provide an understanding of the material risks impacts, thresholds, and system dependencies. The scenarios will be used for evaluating alternatives and uncertainty. <p>These materials have been developed in coordination with an internal Technical Advisory Committee, including Council Staff, and oversight from a Water Strategy Leadership Committee.</p>

Proposed Council Action & Date:	Review and confirm materials
<p>Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities? The MODA process developed for the City include considerations for evaluating and prioritizing activities that benefit Historically excluded communities. These include affordability, equity, sustainability.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – no data is being collected or reported</p>	
<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? A stakeholder driven process is being used to develop the Strategy so that diverse opinions and perspectives are incorporated.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Innovative Infrastructure Initiative Goals, and other City water system related plans have been analyzed and incorporated into the formulation of the LOS, COF, and MODA matrices. The scenarios identified for the Strategy seek to consider a full range of potential futures that have been outlined in these plans as well as incorporating other potentials.</p>	



City of Spokane Link Strategy for Water
Consequences of Failure Matrix

Non-tolerable Risk Threshold

COF Criteria	Criteria Definitions	Consequence of Failure Score				
		1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Financial Impacts	Estimated financial loss or exposure to the enterprise in event of a failure (including labor, equipment, fines, etc.). This is not the replacement cost of a failed asset, but rather the full financial impact resulting from its failure, including the asset.	Expenditures less than 25% of approved capital expenditure; or Expenditures less than 10% of operations budget; or Less than \$100,000 impact	Expenditures 25% to 75% of approved capital expenditure; or Expenditures 10% to 50% of operations budget; or \$100,000 to 300,000 impact	Expenditures 50 to 75% of approved capital expenditure; or Expenditures 25% to 50% of operations budget; or \$300,000 to \$500,000 impact	Expenditures 75% to 100% of approved capital expenditure budget; or Exceeds more than 50% of operations expenditures budget (e.g., > \$500,000 in FY 2021/22); or \$500,000 to \$3 million impact	Exceeds approved capital expenditure budget; or Exceeds operations expenditures budget (e.g., > \$500,000 in FY 2021/22); or \$3 million or more impact
Health & Safety (Staff)	Impacts to City of Spokane employees or contractors from an asset failure. This is measured in terms of the potential for detrimental impacts on individual(s) health & safety.	No potential safety impact, or No potential discomfort or symptoms	Potential for internal (City departmental) reportable safety impact/event, or Potential for minor injury with first-aid, no medical treatment	Potential for internal (City Council) reportable event; or Potential for short-term (less than 3 days) loss injury, illness, or urgent care/doctor office visit	Potential for significant reportable event, or violation (OSHA, State, County); or Potential for long-term (3 days or more) loss injury, serious illness, long-term disability, and/or hospitalization	Potential for cause of death to one or more people
Public Health Impacts	Impacts from an asset failure to the quality of drinking water leading to public health impacts or aesthetic impacts.	No potential for taste or odor issues No public health impact	Local area reported local taste or odor issues No public health impact	Regional area reports for taste or odor issues; or No public health impact Non-reportable alarm event, below regulated, permit, or reportable levels	Regional area reports of taste and odor or other water quality issues (e.g., high chlorine, colored water) Public health impact; no hospitalizations Reportable alarm event at or above health & safety regulated, permitted, or reportable levels (e.g., chlorine gas release above regulated level of 0.5 parts per million [ppm]) for chlorine with potential for causing injury/sickness to public	Public wide illness, hospitalization, or death are probable from drinking water Reportable alarm event with potential for acute impacts (e.g., a chlorine release event of 10 ppm)
Public Trust/Reputation	Estimates the confidence that the City of Spokane's services are trusted by the customer/public and considers the general impression the City presents to the public. Failures with higher consequences receive more extensive media coverage and have greater impact on public perception. Media coverage includes, social, print, radio, and visual.	Report to water system staff of an issue; no media coverage	311 Call about an issue; limited local media coverage	Report to City Council about an issue; up to 3 days of local media coverage	Significant issue reported with more than 3 days of focused local media coverage; 1 day of statewide media coverage story; and high visibility of issue on social media	Issues resulting in one or more report/story highlighted in national news
Regulatory Compliance and Environmental Impact	Impacts to the environment (e.g., receiving waters/habitats, aquatic species, fauna, air, etc.) or results in noncompliance with regulations that protect the public or the environment (fines, water quality issues, fire flow services, emergency storage and supply, etc.) due to an asset failure. This includes codes, regulations and permit compliance for different items (e.g., water quality, fire protection, etc.) due to failures within the City of Spokane and adjacent regions.	No impact	Potential (intermittent or minor) impact to the environment; limited to secondary containment or area within facility or property; no violations	Reported exceedance of Secondary Maximum Contaminant Level (MCL) Limit; or Increased Department of Health (DOH) inspections; warnings; letters from customers Potential (moderate) impact to the environment; contained within facility or property; no violations	Reported/confirmed exceedance of Primary MCL Limit, code, or permit; or DOH notice of violation Short term impact to the environment, no mitigation required	Exceedance of Drinking Water Regulations where public wide illness, hospitalization, or death are probable; Significant impact, long-term mitigation to the environment, or fines
Loss of Service	Maximum time an asset can be out of service due to external or internal drivers. Consider critical customers and facilities (e.g., hospital, schools, etc.).	No impact	Non-critical customers (>15) outage less than 4 hours Critical customers, no impact	Non-critical customers (15 to 20) outage 4 to 8 hours Critical customers (hospitals), no impact; or Critical customers (school) outage less than 3 hours	Non-critical customers (20+ or more) outage more than 8 hours Critical customer outage 4 to 8 hrs.	Non-critical customers (systemwide) outage more than 4 days Critical customer outage > 8 hours
Resource Impacts (Operations)	Impacts (measured in days) that staff and resources (e.g., tools, equipment, vehicles, contracted labor, etc.) can be reprioritized to respond to an asset or system failure.	No impact, planned operation and repair	1 crew working for up to 12 hours (continuously)	1 crew working/resources for 12 to 24 hours	1 crew working/resources for more than 24 hours (1 day)	1 crew working/resources for more than 48 hours (2 days) resulting in need for rest time for crew
Resource Impacts (Engineering/Planning)	Percent of time non-tolerable to operate assets or the system above its rated design.	Pumps run to supply average day demand and stay below 80% design-point parameter	Pumps run less than 20 hours per day to supply maximum day demand; pumps stay below 80% design-point parameter	Pumps run 20 hours per day to supply maximum day demand (maximum day demand + fire flow (FF) at 80% design-point parameter	Pumps run at maximum day demand + FF at 100% design-point parameter; or all pumps run for more than 72 hours during peak summer use	Pumps runs to fail resulting in system outage

Non-tolerable Risk Threshold

Note: This matrix is focused on identifying non-tolerable risk. The City of Spokane level of service and operating procedures are established to remain in the insignificant range.

Level of Service Category	LOS Goal	Specific Service	Objective/ Value Statement	Performance Measure	Target	Current Actual	Implementation Timeframe	Tactics (method/source of data for measurement)	Notes
Service and Reliability	Provide consistent and reliable service to customers and comply with public health regulatory requirements and fire standards. Strive to eliminate large-scale outages and minimize service interruptions due to maintenance activities.	Pressure	The City has a standard to deliver consistent water pressure to its customers and comply with state regulatory requirements and local fire standards.	System water pressure	All zones Minimum: 45 psig (MDD) Maximum: 80 psig (MDD) Exceptions by variance	30-160 psi (2021)	Current	SCADA: Fire flow test, or Pressure monitors at hydrants in select locations Hydraulic model (e.g., when system pressure cannot be measured such as for proposed developments; [3 point system pump curve])	Compliance with Department of Health (DOH); and fire flow and pressure for Fire Department (exception by variance on a case by case basis) Pressure zones not meeting LOS should be evaluated to identify Intervention (CIP, O&M), SMC 13.04.140 SCADA pressure data are only at pump stations, which are not representative point of service locations. Distribution system pressure monitors must be purchased and installed.
		System Reliability	The City promptly responds to and restores services during unplanned or emergency service disruption(s).	Time to restore service for critical and non-critical outages (hours)	Critical customers (e.g., hospitals) < 0 hours Critical customers (e.g., schools, police) < 3 hrs. Non-critical Services = < 4 hrs.	< 4 hours for critical customers except for complex/unique instances < 24 hours for noncritical services	Current	Report from customer service (i.e., time of call reporting service disruption and time operations reports service is restored)	Matches to Consequence of Failure (COF) matrix Some complex/unique instances could take more than 4 hours to restore (Hillyard incident example). For non-critical services, goal should be to provide something (bottled water) within 24 hours.
		System Reliability	The City's water system is maintained and operated to provide reliable water services comparable to industry standards.	X line breaks/ 100 miles of pipeline/year	National bench-mark for water main breaks: 10 line breaks/ 100 miles of pipeline/year	4.49 breaks per mile miles	Current	CMMS Report of documented line breaks	Measurement (leaks + breaks)/100 miles Measurement to compare with national bench-mark
		System Reliability	The City maintains its water system to provide reliable service.	% Planned Maintenance Ratio	Planned Maintenance (hours, or \$) / (Planned + Corrective, hours or \$), %. [To be finalized as part of AM Plan] Proactive notification process 24 hours prior to reduced service 100% percent of the time. In extreme conditions, if water supply has to be stopped or reduced the City provides notification to customers.	Missing automatic notification system for citizens	Tracking System in place within 5 Years Annually tracking	CMMS	Add Recommendation: Currently the City is reactive in its approach to tracking system maintenance based on end of asset useful life. The City should actively track water system maintenance based on planned maintenance in accordance with national benchmarking for AWWA (percentage or hours). Funding may be required to measure and monitor planned maintenance to reach targets. The objective is to have the ability to track system maintenance annually within 5 years.
		System Reliability	The City maintains the operability of its water distribution system.	Water system valve exercising and maintenance	Exercising valves every other year. Check for system leaks (annual listening program).	Exercising valves every other year. Check for system leaks (annual listening program).	Current	CMMS	Add Recommendation: Additional staff are needed to complete valve exercising program. The valve exercising program should be included in the Asset Management Plan.
		System Reliability	For pumped areas, the City operates backup power systems or redundant pump stations to maintain continuous service and limit disruptions.	Pumped area/zone with either booster pump stations (BPS) with (1) backup power (standby or mobile) or (2) a connection(s) to another zone(s) with BPS (with back-up power).	All booster pump stations have back-up power (standby), except where space restrictions permit only mobile units. 100% redundancy to each pressure zone. All new development requires standby/back-up power.	Currently, 3 mobile generators and 2 permanent generators at BPS	Purchase and test generators - implementation of 2 generators per year	Engineering and Operation's records	Back-up Power is included in all new Booster Pump Stations planning and development. Recommendation: Communication method needs to be developed and documented for critical use periods during power outages and added to emergency response plan.
		Rehabilitation/ Renewal	The City maintains its infrastructure (distribution and transmission system).	Pipe inspection and replacement in accordance with condition assessment planning program	Maintain Condition Assessment Program Replacement of Pipe per Program Requirements.	Current on 400-year schedule: 10 miles of pipe replaced/year,	Current	Engineering, Capital Planning and Budgets	Opportunity to address areas with less reliability, frequent repairs, need for evaluation or replacement. Recommendation: A study is needed to assess and evaluate annual linear asset rehabilitation and renewal needs. Also, additional funding may be required for staff time to meet annual maintenance needs to cover Operations, Maintained, Repair, Rehabilitation, and Replacement (OMRR&R).
		Fire Protection & Readiness	The City maintains its system to meet fire protection service (hydrant valves and hydrants).	Annual hydrant flushing and inspection	Annual hydrant testing and hydrant valve exercise.	Dry/wet checked every 2 years	Current	CMMS and GIS, Operation's records	
		Fire Protection & Readiness	The City system is designed to provide a fire hydrant per fire code requirements.	Distance between all hydrants	500 feet distance between hydrants or meeting fire marshal recommendations for 100% of locations	500 feet distance between hydrants or meeting fire marshal recommendations for approximately 95% of locations	Purchase and install 20 hydrants per year until all fire hydrant distances are 500 ft or less.	GIS	Work toward compliance with Fire Code throughout City. Future target is to provide 100% with progress of 5 blocks within a given year. Recommendation: Purchase and install 20 hydrants per year until all fire hydrant distances are 500 ft or less.
		Fire Protection & Readiness	Conveyance throughout distribution system is looped and redundant.	Verify critical pressure loss or critical service loss in pipelines.	No critical pressure loss or critical service loss in pipelines.	7 pipeline groups where criticality associated with pressure were identified and 10 pipeline groups where criticality were identified for customer connections in the City of Spokane Water System Criticality Analysis Technical Memorandum (2017).	5 Years to implement	GIS	Recommendation: Implement 17 prioritized pipeline groups where redundancy within the water distribution system could be improved. These are outlined in the City of Spokane Water System Criticality Analysis Technical Memorandum (2017). Also the City should perform additional holistic analysis of the system to identify other criticality issues.
Fire Protection & Readiness	The City maintains fire suppression storage (FSS) in accordance with design standards.	FSS based on fire flow design standard and dedicated minimum storage for fire protection.	FSS is met by dedicated storage, which varies by pressure zone and fire code.	FSS is either met by storage or pumping capacity or combination (% of reservoirs with minimum storage for fire flow or compliance met by pumping).	Current	Engineering and Operation's records	Current FSS is met by reservoirs have storage or have fire flow served from another pressure zone. (example calculation, 1500 or 1750 gpm for 2 hours = 0.18 to 0.21 MG)		

Level of Service Category	LOS Goal	Specific Service	Objective/ Value Statement	Performance Measure	Target	Current Actual	Implementation Timeframe	Tactics (method/source of data for measurement)	Notes
Health and Safety	Provide safe drinking water to customers and promote a culture of health and safety for both internal staff and external users.	Water Quality	The City delivers safe drinking water to its customers and complies with public health standards.	Percent of monthly/annual samples compliant with state and federal requirements	100% of EPA/DOH requirements: preprogrammed for future regulations.	100%	Current	Monthly and annual mandatory testing and results reported to DOH	
		Water Quality	The City delivers safe drinking water to its customers and complies with public health standards.	Number of Complaints about water quality (taste, odor, color).	For water system under City jurisdiction based upon My Spokane Tracking. 100% of calls resolved within 48 hours for water quality complaints based on valid City water system issues/does not include private water	100%	Current	Customer services records, CMMS	
		Backflow Testing & Compliance	The City requires and maintains backflow prevention to protect its system.	The City's backflow prevention devices are tested annually for compliance with Code (% backflows tested and compliant).	100% of back flow preventors are tested annually. Private backflow preventor testing and reporting is per back-flow testing program.	100%	Current	Compliance reports completed and documented in the CMMS	Recommendations: The City should amend the SMC to establish a program to retrofit residential irrigation connections and set a target for retrofit.
		Safe Work Environment	The City strives to maintain a culture of safety.	Safety tailgate meetings, staff safety meetings (e.g., meeting safety moments) or newsletters (e.g., safety topics), training	<1 accident per year Safety Compliance Meetings: - Daily/Weekly tailgate - Staff safety monthly - Newsletter quarterly - Training as-needed and required No OSHA/WISHA violations	100%	Current	Operation's records	
Efficiency and Sustainability	Provide sustainable and cost efficient services for users, both now and in the future. Operate the utility in a way that protects, preserves, and enhances the City's available water resources.	Efficiency & Sustainability	The City maintains system water losses in accordance with the WAC Leakage Standard.	Compliance with the City's water loss control plan	<10% Distribution system leakage (DSL) is 10% or less for the last three-year average.	City estimates other known water use based on field records delivered to Water Department. Other water use is estimated.	5 years (to update process for measuring DSL) 20 years to reach 10% DSL goal	Water Audit - The City implements metering and records for Department use such as street maintenance, Upriver usage (process and irrigation needs to be metered), construction usage, and Fire Department emergency or maintenance usage to better understand what is system loss and distribution loss. Does not estimate the unaccounted losses.	The City promptly repair leaks, performs meter calibrations (customer and system), and maintain accurate records of flows. Recommendation: The City should evaluate using ISI in their Asset Management Plan.
		Efficiency & Sustainability	The City will strive to reduce per capita consumption and manage water supplies in a sustainable manner.	2020 Water Conservation Master plan goals Activities and projects are implemented to meet water conservation objectives of: (1) Growth without Additional Pumping: balance increasing number of connections system-wide with reductions in consumption to ultimately eliminate or defer potential capital expense. (2) Reduction in Seasonal Demand Peaks: peak seasonal demand relies on the distribution capacity of our system and in some areas, requires Just-in-time water service. Keeping demand within the storage capacity of our system is safer, more reliable, and more cost-effective.	Short-term (per year) 10 million gallons conserved by all participants (annually) 2 million gallon reduction for city owned properties 200,000 gallon reduction per connection - commercial/industrial Long-term (2030) 25% reduction per capita consumption, and 15 % reduction in seasonal peak demand by 2030 Conserve 500 million gallons (participating customers) annually <i>Smaller goal (fits under larger program goals):</i> 5,000 gallon reduction per connection - residential (individual goals for program elements) 30 annual education events hosted 1,400 rebates issued annually	2021 GPCD: +1% (201 gpcd) 2021 Peak Demand: -2% reduction	Reach goals by 2030	Water Conservation Master Plan Reporting: For water Conservation: Gallons of <u>water purchased</u> by the SF,MF, CI, GOV, PARKS, ROW customer classifications and the service area population estimates. For peak demand reduction: Review the <u>water produced</u> in July and August and compare with 2018. Note(1): The Conservation Master Plan was written in 2019 using 2018 data, then passed by ordinance in 2020. Note(2): Recommend reviewing the latest WCMP since this document is updated every 5 years and our goals could change.	NE 2.1 supports water conservation
		Demand	The City's water system has capacity to meet demand.	Pipeline capacity designed for a velocity of X fps System and storage capacity designed to meet existing and new service demand	Distribution mains: 5 fps nominal velocity for maximum day demand (MDD); 15 fps for fire flow with 5 headloss ft/1000ft of pipe. Transmission main: 2.5 fps to 8 fps for all scenarios (except for winter) and head losses not to exceed 3.5 feet per 1000 feet of water pipeline.	Velocities and headlosses are above these criteria's in some areas.	10 years	City Design Standards and WADOH WSDM	ERU report generated on regular basis (ERUs available) The City should have 20 years growth available.
		Growth	The City's water system has capacity for right-sized development.	System and storage capacity designed for existing and new services. Growth without additional pumping.	Water service is available and ready for occupancy and use without degrading existing City services and LOS. Reporting system updated on a quarterly basis, based upon development planned and existing Equivalent residential units (ERUs).	Capital is required in several pressure zones	5 years (2 years after Link Strategies)	City Strategic Plan	Recommendation: The City should establish short-term and long-term development goals for its system. The ERU remaining would be automatically updated and new capital could be added as planned which would increase the available ERU per pressure zone.
		Source Water Protection	The City protects, preserves, and enhances its surface and groundwater resources.	Changes to water quality and quantity	No change to aquifer and/or river water quality. Water rights are not exceeded	Underground Injection Control (UIC) tracking program and industrial sewer waste water permit discharge program.	Current	SCADA production volume annually compared against water right volume	NE 2.1 supports water conservation recommendation
		Environmental	The City protects and improves ecological biodiversity and ecosystem health.	Remnant areas of ecological value identified.	Remnant areas of ecological value are recognized and protected by mapping, designation, policy. Urban development is excluded in some areas through designated conservation zones.	TBD	2030	Percentage of protected area from GIS zoning or relevant maps. Mapping and surveys of rare and threatened species.	Review Sustainability Plan for potential criteria. Recommendation: Look at results from GW Study and add if needed.
		System Reliability	The City's water system will be maintained and upgraded, as needed, to provide for climate resiliency.	Pump run time at average day demand	Pumps operate at below 80% design-point parameter and without requiring usage of largest pump per pressure zone.	Pumps operate <20 hours per day, with a minimum of 4 hours of run time (to minimize number of pump starts).	10 years	O&M Tracking (CMMS)	When 80% design-point parameter is exceeded then an analysis is needed to determine how best to maintain system and should be tracked in Cityworks. Recommendation: Establish a LOS objective linked to future climate resiliency (when established).

Level of Service Category	LOS Goal	Specific Service	Objective/ Value Statement	Performance Measure	Target	Current Actual	Implementation Timeframe	Tactics (method/source of data for measurement)	Notes
Social Responsibility and Customer Satisfaction	Operate a transparent, equitable, and effective water utility that meets customer expectations.	Water Intertie Agreement	The City maintains agreements with neighboring agencies to provide fire flow and emergency services, when needed.	Perform annual coordination, inspection, and test of intertie(s) with partnering agency	Update all intertie agreements including uniform expiration timelines (e.g., 3-5 years) Annual testing of meters with real-time per minute or hour usage Backflow prevention on all interties	Intertie Agreements revised as they expire and others without expiration remain unchanged. Testing of meters is typically performed by intertie agency. Backflow prevention devices are present on some interties.	10 years	Agreements CMMS Flow limiting devices required	Recommendation: Intertie agreements should be revisited on a 5-year basis and backflow prevention devices should be present on all interties.
		Customer Billing	The City accurately collects and bills water usage.	Monthly meter reading; Test all 1.5-2 inch meters every 6 years. Test all meters greater than 2-inch annually. Smart meter read monthly. Smart meter replacement based on planned AMI installation.	Monthly billing and meter reading. Update meter interface unit (MIU) to Neptune to accurately measure flow, provide real-time review and automatic data collection in the future, and reporting system Smart meters are read monthly (Based on implementation of advanced metering infrastructure (AMI))	50% of the meters are read every month and the other 50% is read every other month.	10 years for meter reading 20 years for automatic reporting systems	Billing system, Meter testing system Change out 1-inch or smaller meters that are more than 20 years old.	Existing system works to perform meter calibrations, replace faulty meters, and collect revenue for water delivered
		Customer Service	The City's water department's customer service is responsive and provides reliable customer service	Customer service calls/person/day, response times Customer service complaints/calls will be responded to within 24 hours % of time 48 hours notice given on planned outages (%) % of calls answered within 30 seconds (%) % of messages returned within 24 hours (%) Time to complete initial investigation after receiving customer call (hours) Time to restore service for high, medium and low priority outages (hours)	Response to calls/complaints within 24 hours = 100% <48 hours for response	All customer calls are "responded" to within 24 hours. Average ~55 calls per day, typically comprising of: 13 requests for turn On or Off, all scheduled on the customer's availability. Emergency shutoff (flooding) are done within an hour. 8 leak concerns (customer hears water, sees water, or thinks there may be a leak), which are responded to within 2 hours. Approximately 20 calls are redirected (sent to utility billing, engineering, another water district, etc.) The remaining 14 calls are differing customer needs (broken curb box lids, someone used a hydrant that we need to go check, questions with locates, concerns with right of way area maintenance, etc.), which are scheduled at City staff's availability.	Current	Spokane311. Radio room calls.	311, utility billing, water department dispatch - respond same day for water emergencies; immediate for water service, billing for 48 hours. Additional notes: Our radio room gets about 55 customer related calls a day. If we get a concern related to our system we respond the same day. During the day we respond within 2 hours, at night we may take 3 hours to get the first truck on site. All customer calls are "responded" to within 24 hours. We do not have an answering service, all calls are answered by an employee. We may schedule a visit when the customer is available in a week, but that is customer availability. We do advanced notification of planned outages, we do not attempt 48 hours though. We do try to give 24 hours notice, but the hours that we made notification and when the water went off are not tracked. We do not track % of calls answered in 30 seconds. We answer when it rings. We do not track messages returned, we don't have a message service. Time to complete investigation does vary on the issue and quite often of the schedule of the customer's availability. We will schedule within 24 hours if customer is available. All service outages are restored within 8 hours.

**Spokane MODA Framework
Sub-Criteria Sustainability Criteria and Definitions**

Sustainability								
ID	Criteria	Applicability (Project, Management Action, or Both)	Minimum expectation = 1	3	5	7	Best Practice = 10	Wt.
S1	Regulatory Requirements: Water Quality	Project	Violation of standards resulting enforcement action.	Technical violation of standards. Possible notice of violation, and/or enforcement action.	Meeting standards but not guidelines.	Standards and guidelines are being met. No State or local permit or code violations.	Exceeding standards and guidelines.	8%
S2	Regulatory Requirements: Fire Flow (Pressure and Storage)	Project	Unable to meet required fire storage or minimum fire flows in system.	Fire storage insufficient to supply ≥100 but <250 connections. Meets fire flow under minimum 20 psi, and unable to meet during Max Day Demand (MDD) scenarios meeting minimal fire flow pressure (20-psi minimum pressure at ground level at all points throughout the distribution system).	Fire storage insufficient to supply ≥250 but <1,000 services connections. Meeting fire flows during MDD, meet 20 psi minimum pressure.	Fire storage sufficient for <1,000 supply connections. Meeting fire flow at minimum pressure and MDD with firm pumping pressure	Fire storage sufficient to supply all connections and meet fire flow at minimum pressure and Peak Hour Demand (PHD) with firm pumping pressure.	8%
S3	Regulatory Requirements: Pressure (LOS)	Project	Pressure <30 psi at connections during PHD (not meeting Department of Health [DOH] guideline or City standard).		Pressure between 30 psi during PHD and 45 psi during MDD with tanks at average level at connections (meeting DOH guideline, but not meeting City standard).		Pressure ≥45 psi during MDD with tanks at average level at connections (meets or exceeds City standard) in all areas of the city. Pressure does not exceed 80 psi (City maximum pressure).	6%
S4	Emerging Issues/Policy and Regulation	Both	Policy/emerging issues management is reactive. Does not consider / understand emerging issues / policy / regulation that puts water rights at risk, impairs yield, and impacts City's ability to deliver water services.	Policy/emerging issues management is mix of proactive and reactive. Anticipates but does not evaluate emerging issues / policy / regulation that puts water rights at risk, impairs yield, and impacts City's ability to deliver water services.	Addresses and evaluates existing issues / policy / regulation that puts water rights at risk, impairs yield, and impacts City's ability to deliver water services.	Addresses emerging issues / policy / regulation that puts water rights at risk, impairs yield, and impacts City's ability to deliver water services.	Proactively prepares for emerging issues / policy / regulation that puts water rights at risk, impairs yield, and impacts City's ability to deliver water services.	1%
S5	Climate Change Impacts	Both	Increases risks or vulnerability resulting from impacts of climate change. [The focus of this criteria is on water availability and usage.]		Anticipates impacts but does not evaluate risks or vulnerability resulting from climate change. [The focus of this criteria is on water availability and usage.]		Addresses and proactively prepares for risks and vulnerabilities from climate change. [The focus of this criteria is on water availability and usage.]	4%
S6	Environmental Protection	Both	Diminishes ecological biodiversity and actively degrades ecosystem health. Does not provide reduction in fire risk or provide fire suppression.	Diminishes ecological biodiversity or passively degrades ecosystem health. Minimal reduction in fire risk or provides minimal fire suppression.	No change to ecological biodiversity or ecosystem health. Reduces fire risk or provides fire suppression.	Some additional growth above planned/expected levels is induced, but mitigating factors are included that limit/protects against adverse effects of that growth (i.e. new water sources, use of existing infrastructure, covenants preventing additional taps). Moderate improvement in reduction of fire risk or moderate improvement in fire suppression.	Protects and improves ecological biodiversity and ecosystem health. Significant reduction in fire risk or significant improvement in fire suppression.	8%
S7	Water Quality: Source Water Protection	Both	Potentially results in a 75% or greater reduction in availability of clean, safe, and affordable water for customers across system.	Potentially results in a 25% or greater reduction in availability of clean, safe, and affordable water for customers across system.	Results in no change to aquifer and/or river water quality.	Results in improvements (remediation) to the aquifer and/or river water quality.	Results in protection and/or improvement of the aquifer and/or river water quality.	12%
S8	Water Quantity: Source Water Protection	Both	Risk of chronic and severe lowering of aquifer levels and/or river flows.	Chronic lowering of aquifer levels and river flows.	Results in no change in aquifer storage and river flows.	Results in improved of aquifer storage and/or river flows.	Results in increased aquifer storage and/or river flows.	9%
S9	Water Quantity: Sustainable Water Consumption (including Water Conservation)	Both	Projected water consumption fails to meet existing supply demand with no consideration for water conservation.	Projected water consumption falls within existing supply demand considerations based on city planning with summer water conservation.	Projected water consumption falls within existing supply demand considerations based on city planning with year-round water conservation.	Projected water consumption falls within future supply demand considerations based on regional planning with summer water conservation.	Projected water consumption falls within future supply demand considerations based on regional planning with year-round water conservation.	10%
S10	Facilities/Transmission System Operations	Both	Significantly degrades system performance by creating choke point(s), critical pipeline(s) or isolated pressure zone(s) resulting in vulnerability, deficiency, or constraints. There is no redundancy in standby or back-up for facilities and/or equipment.	System performance is degraded. Existing system vulnerabilities / deficiencies / choke points are unresolved. There is no redundancy in standby or back-up for facilities and/or equipment.	No change to system performance. Existing system vulnerabilities / deficiencies / choke points are unresolved.	There are improvements in system performance, as well as system resiliency and redundancy.	The system performance is optimized. Improvements to system resiliency create a fully integrated (and looped) system with redundancy.	8%
S11	Facilities/Transmission System Maintenance (End of Useful Life)	Both	System maintenance, facility operability, or main break frequency anticipated to degrade by ≥ 75%		No change to system/facilities operability and maintenance needs.		System maintenance, facility operability, or main break frequency anticipated to improve by ≥ 75%	10%
S12	Emergency Planning (including Resourcefulness)	Both	Emergency planning is not incorporated and/or negatively impacts response capabilities. There is no emergency back-up power (fully reliant on existing power infrastructure).	Emergency response procedures (practice plans and procedures) are in place and 25% of system has emergency power back-up.	Supports business continuity to ensure that emergency operations and critical services continue (e.g., despite loss of power, facilities, IT infrastructure and/or communications systems, and staff resources) and 50% of system has emergency power back-up.	Supports business continuity to ensure that emergency operations and critical services continue and/or improves resiliency (e.g., adequate back-up power, alternative water supplies / interconnections etc.) and 75% of system has emergency power back-up.	Supports business continuity to ensure that emergency operations and critical services continue and supports a robust emergency management program (including adequate insurance and emergency funds) and 100% of system has emergency power back-up.	7%
S13	Institutional Resilience (Data, Tools and Record Keeping)	Management Action	Significantly degrades institutional resilience. (Written / online protocols and/or record keeping systems to capture important institutional knowledge or data are degraded).	Degrades institutional resilience. (Does not address written / online protocols and/or record keeping systems to capture important institutional knowledge or data).	No change in institutional resilience. (Does not address deficiencies in written / online protocols and/or record keeping systems to capture important institutional knowledge or data).	Partially improves institutional resilience. (Partially addresses deficiencies in written / online protocols and does not support ongoing and comprehensive record keeping that captures important institutional knowledge or data).	Significantly improves institutional resilience with system understanding informing decision-making. Data is complete, up-to-date and easily accessible with real-time reporting.	4%
S14	Staff Capacity and Capability	Both	Results in the need for more staff with specialized experience.	Results in the need for more staff or staff with specialized experience and/or adds to existing staff workload.	Does not require additional staff or staff with specialized experience.	There are sufficient number of qualified and adequately trained staff with no back-up support or succession planning. There is no adverse impact to workload.	There are sufficient number of qualified and adequately trained staff with additional back-up support and proper succession planning is in place. Results in reduction in or improvement of workload.	5%

100%

**Spokane MODA Framework
Sub-Criteria Social Responsibility Criteria and Definitions**

Social Responsibility								
ID	Criteria	Applicability (Project or Management Action)	Minimum expectation = 1	3	5	7	Best Practice = 10	Wt
SR1	Level of Service (LOS)	Both	There are negative impacts to LOS.	There are limited impacts to LOS.	LOS is maintained.	LOS in one or multiple pressure zones is improved.	LOS is improved system-wide.	10%
SR2	Public Image / Trust	Both	There is a long-term impact to public trust through system-wide disruption and/or widespread adverse media coverage.	There is a short-term impact to public trust due to system disruption and/or limited adverse media coverage (e.g. increase in number of taste and odor complaints).	There is no social or economic impact on the community and no reactive media coverage (any media coverage is a result of proactive announcements by City).	There is a short-term improvement in public trust and/or limited media coverage (e.g., completion of project or program with favorable media coverage).	There is a long-term improvement in public trust due to major upgrade in LOS, water quality improvement, etc.	7%
SR3	Health and Safety (Public)	Both	Severely degrades existing system ability to address a health and safety issue that potentially results in loss of life due to widespread severe outbreak of water-borne illnesses, fire, or contamination.		There is a no change in health and safety risk of community from water-borne illnesses, fire, or contamination.		Addresses a significant health and safety issue that potentially results in loss of life due to widespread severe outbreak of water-borne illnesses, fire, or contamination.	17%
SR4	Health and Safety (Employees)	Both	Severely degrades existing system ability to address a health and safety issue that potentially results in loss of life or severe injury to City employees or contractors. Or the water system security is compromised in both delay and detection.	Stresses existing systems ability to address a health and safety issue that potentially results in lost-time injury or medical attention required by City employees or contractors. Or the water system security is compromised by either delay or detection.	There is no lost-time injuries or medical attention required by City employees or contractors. Or the assets remain secure.	Addresses a health and safety issue in the system that potentially results in lost-time injury or medical attention being required by City employees or contractors. Or the assets secure is improved.	Addresses a significant health and safety issue in the system that potentially results in injuries or adverse health effects to City employees or contractors. Or the security of assets is significantly increased.	17%
SR5	Growth: Development Planning Compliance	Both	Development is supported at periphery of city service area, which impacts water system performance. Development and the provision of services are ad hoc and not part of City-wide planning. And/or multiple long-term unplanned interties impact system performance.	There is ad hoc development in undeveloped areas impacting system performance. Development and the provision of services are not part of City-wide planning. And/or existing interties are expanded (time and quantity) and impact system performance.	Development is coordinated yet inefficient. Capacity exists in designated centers and corridors with need to promote focused growth. Water resource management is minimally incorporated into comprehensive planning. And/or existing system performance and interties are maintained.	Sustainable land use patterns and efficient development is directed to designated centers and corridors. Development is approached from city-wide integrated, systems-oriented, comprehensive approach to water management. It proactively reinforces Spokane's downtown urban center and improves system performance. And/or interties are a part of city-wide planning.	Sustainable land use patterns and efficient developments is directed to designated centers and corridors and integrated throughout neighborhoods. Development and/or interties are approached from a city-wide and coordinated regional perspective and considers access and benefit across both Spokane and Kootenai Counties.	10%
SR 6	Growth: Water Supply & Managed Growth	Project	Diminishes ecological biodiversity and actively degrades ecosystem health.	Upgrades/increases existing water supply in a location where growth is not anticipated, considered, and /or analyzed in existing plans.	Changes in existing water supply are not expected to induce growth.	Some additional growth above planned/expected levels is induced, but mitigating factors are included that limit adverse effects of that growth (i.e. new water sources, use of existing infrastructure, covenants preventing additional taps).	Increased/expanded water supply supports significant growth based on objectives set forth in the comprehensive plan or other local/regional plans. The planned development growth and water system capacity planning are coordinated.	12%
A7	Communication and Engagement: Internal Communication and Coordination	Management Action	There are siloed internal departments with no communication or coordination between engineering, operations, land-use planning, parks and recreation, finance, information technology, emergency management and communications, and building and fire.	Some internal departmental communication and coordination is facilitated between engineering, operations, land-use planning, parks and recreation, finance, information technology, emergency management and communications, building and fire.	Some internal departmental communication and coordination is facilitated between engineering, operations, land-use planning, parks and recreation, finance, information technology, emergency management and communications, building and fire.	Internal departmental communication and coordination is facilitated between engineering, operations, land-use planning, parks and recreation, finance, information technology, emergency management and communications, building and fire.	Internal departmental communication and coordination is improved between engineering, operations, land-use planning, parks and recreation, finance, information technology, emergency management and communications, building and fire.	8%
SR 8	Communication and Engagement: Stakeholder Engagement	Both	Stakeholders are not identified. There is no coordination or engagement with stakeholders.		Stakeholders are identified. There is limited coordination or engagement with stakeholders. Engagement with stakeholders is for informational purposes only.		The stakeholders are identified and well understood (e.g., demographics, languages and ability to access information, length of residency, vulnerable groups, and age). An effective communication strategy is activated with two-way engagement resulting in behavioral changes and/or support.	4%
SR 9	Communication and Engagement: Community/Customer Water Literacy	Management Action	Water is not recognized as contributing to sense of place. There is generally little or no understanding or interest in the water cycle, planning and management of water systems, and/or the provision of services.		Facilitates interest and/or understanding of the value of water, sufficient to know what they are paying for and where key responsibilities sit organizationally.		Fosters a strong connection between community and water-related assets, provides a sense of place, and improves livability. People value water and understand the cost of water. A range of stakeholders (including less-represented communities and cultures) are involved.	6%
SR 10	Communication and Engagement: Social Amenity (Sense of Place)	Management Action	Degrades pride and connectedness of people with water in the landscape. Cultural and recreational uses of water are negatively impacted.		No impact on pride and connectedness of people with water in the landscape. Cultural and/or recreational uses of water are not impacted.		Provide access to water-related landscape features, and fosters water stewardship. This includes education and awareness-building. Cultural and recreational uses of water are improved.	4%
SR 11	Resiliency: Community	Both	Significantly diminishes community resiliency to the impacts of climate change.		Provides no additional community resiliency to the impacts of climate change.		Provides increased community resiliency to impacts of climate change.	5%

100%

Spokane MODA Framework
Sub-Criteria Affordability Criteria and Definitions

Affordability								
ID	Criteria	Applicability (Project or Management Action)	Minimum expectation = 1	3	5	7	Best Practice = 10	Wt.
A1	Long-term Costs: Enhanced system performance and efficiencies that result in cost effective utilities	Both	System performance and/or services are degraded due to infrastructure failures with higher costs. Provides a low benefit/cost ratio.		There is limited system performance and/or service improvements with higher costs. There is no investment in technology infrastructure to improve system performance and reporting. Provides a moderate benefit/cost ratio.		There is significant system performance and/or service improvements at reasonable cost (pay now rather than defer to future). This potentially includes investment in technology infrastructure and wide-spread implementation of SCADA, remote sensing, and smart meters to optimize system performance and reporting. Provides a high benefit/cost ratio.	14%
A2	Long-term costs: O&M Budget	Both	There are significant increases to programmatic and existing O&M costs (i.e., >5 FTEs required or >\$100,000 impact to O&M budget).		There is no change in O&M costs. No additional FTE and minimal additional cost. No change in programmatic O&M efficiencies and/or existing O&M costs.		Provides programmatic O&M efficiencies and/or reduces existing O&M costs.	17%
A3	Multiple Benefits (Integrated Water Management [IWM])	Both	Multi-benefits are not considered.		Community, economic, and/or environmental benefits of water infrastructure investments are considered.		Community, environmental, and economic benefits of water infrastructure investments are maximized. The full water cycle is considered and multi-benefits are embedded.	14%
A4	Water Rates and Cost Recovery	Both	Water rates do not have the ability to recover water supply and distribution costs (based on the service requirements to meet customer consumption demands and/or geographic location).		Water rates ability to recover water supply and distribution costs (based on the service requirements to meet customer consumption demands and/or geographic location) are unchanged.		Water rates have an increased ability to recover the costs to supply and distribute water (based on the service requirements to meet customer consumption demands and/or geographic location).	14%
A5	Cost Sharing of Growth and Development	Both	Developer charges do not reflect the extra system capacity required to meet new development demands and do not cover the costs of maintaining existing levels of service (LOS) across the system.		Developer charges reflect the extra system capacity required to meet new development demands but do not cover the costs of maintaining existing levels of service (LOS) across the system.		Developer charges reflect the extra system capacity required to meet new development demands and cover the costs of maintaining existing levels of service (LOS) across the system.	14%
A6	Cost Sharing of Economic Diversification	Both	Diminishes ecological biodiversity and actively degrades ecosystem health.		Economic development is not impacted by water availability, water quality, and/or water service cost.		Economic development is fostered but mitigating factors are included that limit adverse effects of that growth (i.e. new water sources, use of existing infrastructure, covenants preventing additional taps, degraded water quality, and/or water service costs) while enabling beneficial outcomes for the community.	10%
A7	Equity: Access	Both	Potentially reduces availability of clean, safe, and affordable water for customers across system.		There is no impact to availability of clean, safe, and affordable water for customers across system.		The availability of clean, safe, and affordable water for customers system-wide is improved.	17%

100%

Scenarios

- Timing of growth → Climate change impacts/timing → Water supply availability
- Service area considerations → Water conservation → Water quality

Scenarios		Description
A. Business as Usual	Current State	Current practices continue with unpredictable growth and limited water conservation.
B. Worse Case	Bookend	Long-term water supply availability reduction, water quality issue requiring costly treatment, uncontrolled growth, severe climate change, limited water conservation, and governance and rate structures unchanged.
C. Climate Change and Conservation	Moderate	Moderate climate change, rapid growth, increased pressure to supply water regionally, limited adjustment to rate structures, and stringent water conservation requirements enforced.
D. Growth/ Climate/ Water Supply Availability	Moderate	Water supply availability reduction, moderate climate change, managed growth, increased pressure to supply water regionally, sufficient funding, and rate structures encourages voluntary water conservation.
E. Best Case	Bookend	Low to moderate climate change, managed growth and service area expansion, funding meets growth and maintenance needs, and stringent water conservation requirements enforced leading to high-levels of water conservation.

13 - Fleet Purchase of 2 Chevrolet Bolts

Giddings, Richard

Council Sponsor: CM Kinnear

Purchase of 2 Chevrolet Bolt EV to replace Motor Pool Vehicles.

| For Information

Attachments

[Fleet Services Chevrolet Bolt Briefing Paper.docx](#)

[2023 Chevrolet Bolt Quote.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services - Purchase of 2 Electric Chevrolet Bolts
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase 2 battery electric Chevrolet Bolts from Bud Clary of Longview Washington using a Washington Department of Enterprise Services contract. Total cost including tax is \$68,404.00 and will utilize Fleet Replacement Funds. These will be used as City Motor Pool vehicles and will replace 2 existing motor pool vehicles that have exceeded their economic life.
Proposed Council Action	Approval February 13, 2023
Fiscal Impact Total Cost: <u>\$68,404.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Fleet Replacement Funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generated from Using Departments.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA since these vehicles will be used by multiple departments in the course of City business.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected as this is an internal program.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data for each rental will be gathered and compared to operational costs as well as comparable transportation options to ensure value to the City.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Current City Motor Pool and Centralized Fleet Policy.	

Becky Davis

From: NOREPLY@des.wa.gov
Sent: Tuesday, December 20, 2022 8:00 AM
To: Becky Davis
Cc: Gideon.Simukonda@des.wa.gov
Subject:

Vehicle Quote Number

[Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization

Email: becky.davis@budclary.com

Quote Notes: WA183

Vehicle Location: LONGVIEW

Color Options & Qty

Summit White(GAZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0120-001	2023 Chevrolet Bolt EV LT(1FB48)	1	\$28,898.00	\$28,898.00
2023-0120-003	(WPR)Driver Confidence Package includes (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross-Traffic Alert and (UD7) Rear Park Assist(INCLUDES (WPU) Comfort and Convenience Package	1	\$495.00	\$495.00
2023-0120-004	Comfort and Convenience Package Comfort and Convenience Package includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar, (KA1) heated driver and front passenger seats, (KI3) automatic heated steering wheel, (N34) leather-wrapped flat-bottom steering wheel and (DD8) auto-dimming inside rearview mirror(Requires (WPR) Driver Confidence Package.)	1	\$1,440.00	\$1,440.00
2023-0120-006	(EKT)Charge cord, dual-level 120-volt and 240-volt capability, changeable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection(Replaces (EJK) 120-volt charge cord.)	1	\$295.00	\$295.00
2023-0120-027	Stock vehicle Upcharge, dealer stock vehicle with all contract required equipment, delivery 5 days	1	\$250.00	\$250.00

Quote Totals

Total Vehicles: 1
Sub Total: \$31,378.00
8.4 % Sales Tax: \$2,635.75
Quote Total: \$34,013.75

14 - Basic Water Service Charge Revision SMC 13.04.2002

Morse, Corin

Council Sponsors: CM Kinnear, CM Bingle

To revise language in the SMC to allow a basic water service charge monthly whenever water services are available to the property.

| For Information

Attachments

[Briefing Paper - Basic Water Service Charge_SMC Revision_1.2023.docx](#)

[ORD 13.04 ALT. PROP - 11-28-22_Basic Wtr Svc Chg.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Corin Morse, Utilities Billing and Collections Manager
Contact Email & Phone	cmorse@spokanecity.org
Council Sponsor(s)	Council Member Kinnear and Council Member Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Revision to SMC 13.04.2002: Basic Water Service Charge
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Utility Billing launched a new billing system as of Nov 2022. The system is designed to charge a basic water service charge whenever there is water service available. In the old system, UB had the ability to turn on & off rates for temporary needs such as customers moving south for the winter, repairs, inspections, etc.</p> <p>The impact is to approx. 765 customers who will have the service charge turned back on as of March 1 and ongoing. The 2023 monthly charge for residential inside city for 2023 is \$18.76 and for outside city residential, the monthly charge is \$28.14.</p> <p>Customers impacted by this charge will receive a notification in advance of receiving the charge.</p>
Proposed Council Action	February 13, 2023
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	Utility Billing will no longer turn off service charge as a temporary courtesy.
What impacts would the proposal have on historically excluded communities?	N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The service charge would be charged consistently and fairly across all customers.

ORDINANCE NO. _____

AN ORDINANCE relating to the Public Utilities and Services Water, amending SMC Sections 13.04.2002 and 13.04.2012 of chapter 13.034, of the Spokane Municipal Code and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 entitled “City Residence Rates” is amended as follows:

Section 13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or ~~((reflected as on in the records of the City of Spokane utilities billings office))~~ water is available to the property shall be:

a.

2021	2022	2023
\$17.72	\$18.23	\$18.76

- a. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.3382	\$0.3481	\$0.3581
Greater than 600 up to 1,200	\$0.7156	\$0.7363	\$0.7577
Greater than 1,200 up to 2,500	\$0.9627	\$0.9906	\$1.0193
Greater than 2,500 up to 4,500	\$1.2361	\$1.2719	\$1.3088
Greater than 4,500	\$1.5435	\$1.5883	\$1.6344

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water ~~((is shut off at the City valve))~~ service is disconnected at the main by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2012 entitled "City Residence Rates" is amended as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or (~~reflected as on in the records of the City of Spokane utilities billings office~~) water is available to the property shall be:

2021	2022	2023
\$26.58	\$27.35	\$28.14

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.5073	\$0.5220	\$0.5371
Greater than 600 up to 1,200	\$1.0735	\$1.1046	\$1.1366
Greater than 1,200 up to 2,500	\$1.4441	\$1.4860	\$1.5291
Greater than 2,500 up to 4,500	\$1.8540	\$1.9077	\$1.9631
Greater than 4,500	\$2.3153	\$2.3824	\$2.4515

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is (~~shut off at the City valve~~) disconnected at the main by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
 1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services;
and
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: Effective Date. This ordinance shall take effect and be in force on _____, 2022.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

15 - Fleet - Auto Body Repair Contract with Toby's Fend

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CM Bingle
Three-Year Contract for Auto Body Repair Services

| For Information

Attachments

[Toby's Body _ Fender Contract 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services Contract with Toby’s Body & Fender
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services request the approval of a three-year contract for Auto Body Repair Services with two one-year renewals. The contract shall be with Toby’s Body & Fender (Spokane, Wa) for an estimated annual expenditure of \$300,000.00 including sales tax. Work will be done on an “as needed” basis.</p> <p>Toby’s Body & Fender was the lowest responsive bidder to the IRFP #5800-23 that was issued by the Purchasing Department and responses were due on 1/3/2023.</p>
Proposed Council Action	Approve contract with Toby’s Body & Fender
Fiscal Impact Total Cost: <u>Estimated Annual Estimate is \$300,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Toby’s has been a long standing, economical, and reliable vendor for auto body services.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with the City’s Centralized Fleet Policy.	

16 - Fleet - Adding additional funds to Pomp's Tire VB

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CP Beggs
Adding additional monies to VB for Poms Tire

| For Information

Attachments

[Pomp's Tire - add \\$\\$ to VB 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services add \$\$ to Poms Tire Value Blanket Order
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>When the Value Blanket was created for Pomp’s Tire there was not enough money approved. The original Value Blanket Order was set up for \$150,000 annually in error – it should have been set up for \$500,000.00 annually.</p> <p>This Value Blanket Order is for the purchase of miscellaneous tires for the City’s fleet.</p>
Proposed Council Action	Approve adding \$\$ to Poms Tire VB
Fiscal Impact Total Cost: <u>Estimated Annual Estimate is \$500,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Price and Service comparison between vendors.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Spokane Centralized Fleet Policy.	

17 - Fleet - Renew Racom Contract

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CM Kinnear
Renewal #3 of 4 for Racom Contract

| For Information

Attachments

[Racom Contract Renewal #3 of 4.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 Installation of Radio and Electrical Equipment Contract Renewal #3
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to renew the Installation of Radio and Electrical Equipment Contract with Racom Corporation for one year, using IRFP #5153-20. This is renewal 3 of 4.
Proposed Council Action	Approve Contract Renewal #3
Fiscal Impact	
Total Cost: <u>Annual Expenditure is \$150,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Since Racom is used as backup to services supplied by Fleet Services, we will monitor job cost and quality to determine value for the City.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Commissioning and Radio align with Spokane's Centralized Fleet Policy.	

18 - Polymer Value Blanket Award - Polydyne, Inc.

*Cannon, Mike,
Gennett, Raylene*

Council Sponsor: CM Kinnear
Consent for Polymer Value Blanket

| For Information

Attachments

[Briefing Paper Template 2023 - Polydyne 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanectiy.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award value blanket contract to supply Cationic and Anionic Polymer to Polydyne, Inc.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5797-22 was issued to enable multiple awards to give City flexibility to select from awarded contractors to supply cationic and anionic organic polymer.</p> <p>Polymer is used in three processes - the Belt Filter Press for land application, the Gravity Belt Thickener for blending process sludge and the Primary Clarifiers for enhanced nutrient removal.</p> <p>The contract shall be with Polydyne Inc. for a five (5) year period beginning approximately March 1, 2023 and terminating on February 28, 2028.</p>
Proposed Council Action	Council consent agenda, February 13 th , 2022
<p>Fiscal Impact</p> <p>Total Cost: <u>\$602,317.65</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Department</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A in order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer, which is an organic compound.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A only companies that can pass the testing are able to bid.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer that meets NPDES standards.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with our current Purchasing Policy guidelines. ITB 5797-22 was issued and two responsive, responsible bidders were selected.

19 - 2nd Polymer Value Blanket Award - Marubeni

Cannon, Mike

Council Sponsor: CM Kinnear
Consent for multi-award value blanket for polymer

| For Information

Attachments

[Briefing Paper Template 2023 - Marubeni 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanectiy.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award value blanket contract to supply Cationic Polymer to Marubeni America Corporation.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5797-22 was issued to enable multiple awards to give City flexibility to select from awarded contractors to supply cationic and anionic organic polymer.</p> <p>Polymer is used in three processes - the Belt Filter Press for land application, the Gravity Belt Thickener for blending process sludge and the Primary Clarifiers for enhanced nutrient removal.</p> <p>The contract shall be with Marubeni America Corporation for a five (5) year period beginning approximately March 1, 2023 and terminating on February 28, 2028.</p>
Proposed Council Action	Council consent agenda, February 13 th , 2022
<p>Fiscal Impact</p> <p>Total Cost: <u>\$466,116.70</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Department</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A, in order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer, which is an organic compound.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – only companies that can pass the testing are able to bid.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer that meets NPDES standards.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with our current Purchasing Policy guidelines. ITB 5797-22 was issued and two responsive, responsible bidders were selected.

20 - Consent to award CompuNet Nutanix upgrade contract

Cannon, Mike

Council Sponsor: CM Kinnear
Consent to award contract

| For Information

Attachments

[Briefing Paper Template_2023CompuNet - Nutanix - Scada.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award contract to CompuNet to supply Nutanix upgrade
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The RPWRF treatment process is controlled by means of a computer system known as SCADA. Nutanix hardware and software provide the platform that hosts the SCADA system. Vender support for the existing Nutanix platform is scheduled to end in October of 2023. This Nutanix upgrade will provide new hardware and the first 3 of 7 years for software and hardware licensing and support.
Proposed Council Action	Council consent agenda, February 13, 2022
Fiscal Impact	
Total Cost: <u>\$339,596.08</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: CIP	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A: The proposed expenditure is for critical utility infrastructure.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Data collection is an inherent function of the SCADA system. Performance metrics are integral to the Nutanix platform.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with our Capital Improvement Program and current Purchasing Policy guidelines. CompuNet was selected from the NASPO master agreement no: AR2472 Carahsoft Technology.

21 - SWD-HVAC Services Amendment

Paine, David

Council Sponsor: CM Kinnear

Contract amendment with cost for HVAC services at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Divco Amendment.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment for HVAC services at the Waste to Energy Facility
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment.</p> <p>On January 8, 2018 four bids were received for RFB #4227-17 for these annual HVAC services. Divco Inc., of Spokane, was the lowest responsible bidder. The initial contract was for three years with the option of two optional one-year renewals. The contract is currently on the last renewal which spans from March 1, 2022 through February 28, 2023. Due to some extensive repairs that need done, an additional \$30,000.00 is requested to complete them and any other work that may be necessary prior to the expiration of the contract.</p>
Proposed Council Action	Council approval of contract amendment
Fiscal Impact	
Total Cost: <u>\$95,000.00 total. An additional \$30,000.00 is needed in addition to the already approved amount of \$65,000.00 incl. tax.</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 4490 Solid Waste Disposal Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
All maintenance done to equipment is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

The COS Procurement Policies regulate and safeguard this process.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

All maintenance done to the equipment supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

22 - SWD-Hydrated Lime Purchase

Paine, David

Council Sponsor: CM Kinnear

Value blanket award for the purchase of hydrated lime at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Pete Lien Hydrated Lime Purchase.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket for the purchase of hydrated lime for the WTE Facility
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>To gain additional control over final ash pH, WTE would like to experiment with hydrated lime in the back-end lime system (BEL). Currently, the system mixes 3/8" pebble lime into the ash to control the final pH. Theoretically, using hydrated lime in the BEL should result in a more consistent ash/lime mixture, because the fine-grained texture of the hydrated lime is more easily mixed in the ash product. A more consistent mixture should result in a higher level of control over final ash pH.</p> <p>Bids were solicited for the purchase of an annual supply of hydrated lime under RFQ 5749-22 and two responses were received; Pete Lien and Sons, Inc. (Rapid City, SD) and Graymont Western US Inc. (Salt Lake City, UT). Pete Lien and Sons, Inc. was the low-cost bidder. The value blanket award would be for one-year, with the option of four (4) additional one-year renewals. The total annual cost is estimated to be \$568,209.10 including tax.</p>
Proposed Council Action	Council approval of value blanket award
Fiscal Impact	<p>Total Cost: <u>\$568,209.10 including tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: 4490 Solid Waste Disposal Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>The chemical is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</p>
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	<p>The contractor is governed by WA L&I.</p>

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

When this product is used, lab testing will be conducted regularly to ensure it is producing the desired ash pH levels.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

23 - SWD-High Calcium Quicklime Purchase

Paine, David

Council Sponsor: CM Kinnear

Value blanket renewal for the purchase of high calcium quicklime for the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper - Pete Lien Lime VB 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of High Calcium Quicklime for the WTE Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>High Calcium Quicklime is required for operation of the WTE. It is used to reduce the acid gases in the flue gas and control the final pH of the ash. Water is added to the powdered lime to create a slurry which is injected into the flue gas to remove hydrochloric acid and sulfur dioxide to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.</p> <p>On December 16, 2019 bidding closed for ITB 5210-19 for the purchase and delivery of this High Calcium Quicklime. Two responses were received and Pete Lien and Sons, of Rapid City, SD, was the only responsible bidder and was awarded a two year value blanket from March 1, 2020 through February 28, 2022 with the option of three (3) additional one-year contract periods. This will be the second renewal from Mar. 1, 2023 through Feb. 28, 2024 with an additional cost not to exceed \$1.5M. The price for lime for this renewal was increased from 218.87/ton to \$252.93/ton. Fuel surcharges will be determined on a monthly basis.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$1,500,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The chemical is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The contractor is governed by WA L&I.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The COS Procurement Policies regulate and safeguard this process.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This purchase supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

24 - Truepoint Solutions Professional Services and Supp

Sloon, Michael

Council Sponsor: CM Cathcart

For the approval of Truepoint Solutions Professional Services and Support for Accela Software.

| For Information

Attachments

[Briefing Paper Template 2023_TruePoint.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: January 30th, 2023
Agenda Item Name	Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support.
Summary (Background)	TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Contract renewal term beginning March 1, 2023, through February 28, 2024, and shall not exceed \$100,000.00. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.
Proposed Council Action & Date:	Pass Council on February 13 th , 2023.
Fiscal Impact:	
Total Cost: \$100,000.00	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual	
Specify funding source: Myspokane	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual	
Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual professional services support	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual professional services support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual professional services support	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our permitting management system.	

25 - Fatbeam LLC Franchise Agreement

Szambelan, Timothy

Council Sponsors: CP Beggs & CM Kinnear

Fatbeam is a telecommunications company based out of Coeur d' Alane Idaho and has applied to obtain a franchise agreement with the City of Spokane to operate in the public right of way. The term of the franchise agreement is for a 10 year term.

| For Information

Attachments

[Fatbeam Briefing Paper Attachments.pdf](#)

Committee Agenda Sheet

PIES COMMITTEE

Submitting Department	Legal
Contact Name & Phone	Tim Szambelan 625-6218
Contact Email	tszambelan@spokanecity.org
Council Sponsor(s)	Council President Beggs, Council Member Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Fatbeam LLC Franchise Agreement
	<p>Fatbeam LLC is a Washington State Limited Liability Corporation company and has its home office in Coeur d' Alene, Idaho. Fatbeam is a registered as a limited liability company with the Washington State Secretary of State to operate in in the State of Washington as a telecommunications company. MCImetro is seeking a franchise agreement to operate telecommunications operations in City's right of way. The franchise agreement is for a ten (10) year term.</p>
Proposed Council Action & Date:	Approval of Franchise agreement in March 2023.
Fiscal Impact:	NA
Total Cost:	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A
Funding Source	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

There should not be any impacts on historical excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

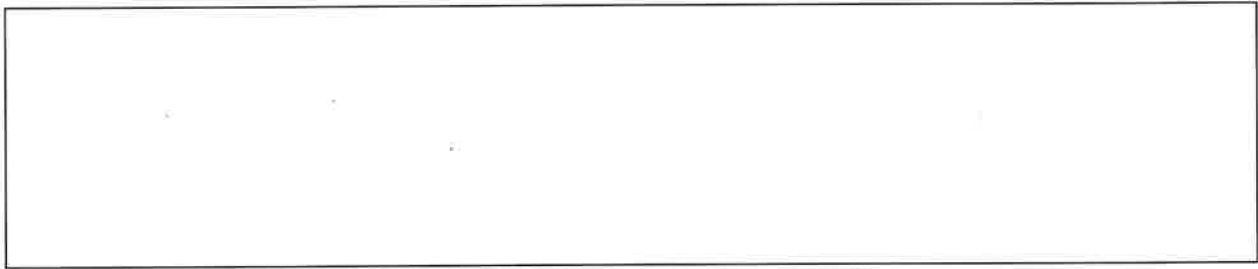
N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The franchise agreement places requirements on the installation of fiber and minimizes any hazard, danger, and inconvenience to Municipal infrastructure needs, uses, public travel and the public convenience. Fatbeams initial work will be with the Spokane School District in building out optic fiber for the school districts system.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Additional fiber infrastructure in the City provides better internet/telecommunication access for individuals and businesses in the City.



FATBEAM LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-_____

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

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
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Section 1. Definitions

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

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

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

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

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

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

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

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

FATBEAM LLC

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Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Fatbeam LLC., as Grantee, hereafter also "Grantee". Grantee is a Washington Limited Liability Company whose home office is 2065 West Riverstone Drive, Suite 202. Coeur d' Alene, ID 83814. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Fatbeam LLC.
2065 West Riverstone Drive, Suite 202
Coeur d' Alene, ID 83814
regulatory@fatbeam.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Regulatory & : (509)344-1008; email: regulatory@fatbeam.com

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

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

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

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide

telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

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

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

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

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance (“Effective Date”); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

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

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

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee’s behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

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

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

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

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

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past—five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.
4. The parties agree that “relocation” refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like,

or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

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

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

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

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

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

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the

City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

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

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

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve

the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

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

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole

agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

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

Section 12. Liability; No duty

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

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

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed

created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

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

Section 14. Taxes, fees

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

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

Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

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

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

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this

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

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

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

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

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

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations

hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

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

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

PASSED the City Council _____, 2023.

MAYOR

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2023.

I, _____, am the _____ of Intermountain Fatbeam LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Fatbeam LLC.

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

DATED this _____ day of _____, 2023.

Witness: _____

26 - MCImetro Access Transmission Services Franchise Ag

Szambelan, Timothy

Council Sponsors: CP Beggs & CM Kinnear.

MCImetro is seeking a franchise renewal to operate in the City's right of way. MCImetro franchise expired in 2022. The franchise term is for a ten (10) term with two five (5) renewal options.

| For Information

Attachments

[MCImetro Briefing Paper and attachments.pdf](#)

Committee Agenda Sheet

PIES COMMITTEE

Submitting Department	Legal
Contact Name & Phone	Tim Szambelan 625-6218
Contact Email	tszambelan@spokanecity.org
Council Sponsor(s)	Council President Beggs, Council Member Kinnear Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MCI metro Access Transmission Services LLC Franchise Agreement
	<p>MCI metro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services is a Delaware Limited Liability Corporation company based in Basking Ridge New Jersey. MJ 07920. MCI metro is a registered as a limited liability company with the Washington State Secretary of State to operate in in the State of Washington as a telecommunications company. MCI metro franchise with the City expired in 2022 and MCI metro is seeking a new franchise agreement to operate telecommunications operations in City's right of way. The franchise agreement is for a ten (10) year term with two (2) five (5) year options.</p>
Proposed Council Action & Date:	Approval of Franchise agreement in March 2023.
Fiscal Impact:	NA
Total Cost:	
Approved in current year budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

There should not be any impacts on historical excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The franchise agreement places requirements on the installation of fiber and minimizes any hazard, danger, and inconvenience to Municipal infrastructure needs, uses, public travel and the public convenience. MCImetro's telecommunications system has been installed in the City right of way and requires maintenance of their telecommunication system for operation.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Additional fiber infrastructure in the City provides better internet/telecommunication access for individuals and businesses in the City.



MCIMETRO ACCESS TRASMISSION SERVICE, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-_____

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to MCI metro Access Transmission Services LLC, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

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

Section 1. Definitions

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

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

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

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

meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

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

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

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

MCIMETRO ACCESS TRASMISSION SERVICE, LLC

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Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is One Verizon Way, Basking Ridge NJ 07920. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

MCImetro Access Transmission Services LLC
d/b/a Verizon Access Transmission Services
Attn: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

With a copy to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005
Re: City of Spokane WA Telecommunications (noncable) Franchise

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Dina Dye, phone: 972-457-8337; email: Dina.Dye@verizon.com.

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

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

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard

Spokane, WA 99201
Attention: City Attorney's Office

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

Section 3. Limits on Permission

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

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

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a

proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

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

Section 5. General Provisions

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

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

C. If required by applicable laws, Grantee will maintain membership with

the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

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

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

additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

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

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

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

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

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

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines

to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

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

G. Grantee does not currently have, nor has any plans to have, any Facilities that are subject to SMC 17C.355A Wireless Communication Facilities. Provided, however, that if Grantee did at some time have Facilities subject to SMC 17C.355A Wireless Communication Facilities, then the Grantee would be subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

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

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

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

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

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

B. Grantee property and Facilities shall be constructed, operated, and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or

hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

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

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

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a

reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

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

Section 11. Facilities for City Use

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

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

City's attachment use of the aerial pole. The City shall execute a pole attachment agreement with the Grantee prior to attaching.

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

Section 12. Liability; No duty

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

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

C. It is not the intent of this Ordinance to acknowledge, create, or expand

any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish certificate of insurance as evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

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

Section 14. Taxes, fees

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

any franchise fee under it shall be prospective in nature.

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

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics, and convenience.

Section 16. Additional

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

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee

shall not be entitled to receive any return thereon, except for its value.

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

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

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

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

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

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

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

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

Passed the City Council _____, 2023.

MAYOR

Attest: _____
City Clerk

MCIMETRO ACCESS TRANSMISSION SERVICE, LLC

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Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2023.

I, Dina Dye, am the Senior Manager – Network Regulatory/Real Estate of MCImetro Access Transmission Services LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of MCImetro Access Transmission Services LLC.

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

DATED this _____ day of _____, 2023.

Witness: _____

27 - Streets - Traffic Signal Control Consultant

Harris, Clint E.

Council Sponsor: CM Kinnear
Contract for Traffic Signal Control Consultant.

| For Information

Attachments

[Traffic Signal Control Consultant - PIES Briefing Paper \(1-30-22\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 625-7744
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Traffic Signal Control Consultant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Because our long-time traffic signal timing and controls employee retired and we have not been able to hire a permanent replacement, the Street Dept is seeking a consulting firm with expertise in traffic signal timing and controls.</p> <p>We anticipate using this consultant until such time as we are able to hire and fully train a full time city employee to replace the retired employee and perform these duties.</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
<p>Fiscal Impact</p> <p>Total Cost: <u>Varies depending on need</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Funding source will vary depending on the entity that requests the work (either the Streets Dept. or a specific project, for example)</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

28 - Special Counsel Contract Amendment

Schoedel, Elizabeth

Council Sponsor CM Lori Kinnear - Special Counsel Contract Amendment

| For Information

Attachments

[PIES Briefing Paper 2023.docx](#)

[U2023-004a Ankur Tohan and KL Gates - Special Outside Counsel Amendment.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Legal
Contact Name	Elizabeth Schoedel
Contact Email & Phone	ESchoedel@spokanecity.org (6232)
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>K & L Gates LLC has legal and legislative expertise to assist the City with the Climate Commitment Act rules and regulations.</p> <p>The City benefits tremendously from their legal support and advice regarding municipalities with similar issues statewide and the relationships established over time.</p> <p>Mr. Tohan and K & L Gates LLC will continue to assist and advise the City regarding the CCA, new rules being established, and potential legislation.</p>
Proposed Council Action	Approve 1/30/22
Fiscal Impact	
Total Cost: <u>The total cost of this amendment is not too exceed \$42,000. Bringing the total overall cost of the contract to \$92,000.</u>	
Approved in current year budget? Yes, this money is allocated in the Solid Waste Budget <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
This work is for special counsel advice. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This Contract Amendment is consistent with the City's requirement for helping align City policies and providing the City with legal support, advice, consultation, and risk analysis and support on issues regarding the Climate Commitment Act ("CCA").



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #1

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Ankur K. Tohan and K & L Gates, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to provide Special Counsel on Behalf of the City Regarding Strategic Support and Advice on the Climate Commitment Act (CCA), consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary and firm rates need adjustment as they are subject to change on an annual basis, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated January 25, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective October 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$92,000.00)**.

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

K & L GATES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

U2023-004a

29 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

30 - Adjournment

31 - Next Meeting

The next meeting of the Public Infrastructure, Environment & Sustainability Committee will be held at 1:15 p.m. on Month XX, 2023.