

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
February 25, 2019

Committee Members Present

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

Committee Members Absent

Council President Ben Stuckart

Staff Present

Angela Albin-Moore, Hannahlee Allers, Dustin Bender, Brandon Blankenagel, Eldon Brown, Anna Everano, Marlene Feist, Jacob Fraley, Nick Hamad, Garrett Jones, Gary Kaesemeyer, Kelly Keenan, Dan Kegley, Brian McClatchey, Katherine Miller, Cadie Olsen, Kyle Overbust, David Paine, Kevin Picanco, Loren Searl, Scott Simmons, Bob Turner

Guests Present

Avista: Steve Trabun, Vern Malensky

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

Review and Approval of Minutes

Council Member Beggs asked for a motion to approve the minutes of the January 28, 2019 meeting.

- Action Taken
- Council Member Fagan moved to approve the minutes of the January 28, 2019 meeting as presented; the motion was seconded by Council Member Stratton.

Discussion Items

A. Council Requests

1. Consent Items for Discussion
2. Legislative Items

Council Member Burke led a discussion on several bills working through the legislature regarding affordable housing and a memorandum from Brian McClatchey to Nick Federici recommending moving forward bills into law for Washington State.

B. Staff Requests

1. Avista AMI Meter Deployment Update

Steve Trabun, Regional Business Manager introduced Vern Malensky Smart Meter Project Manager for Avista and gave an overview of the project to install smart meters across the Washington service area. These will replace the electric smart meters and include the natural gas meters. 400,000 meters will be installed now through 2020. Vern discussed project investment and the communication to customers. Phase 1 was completed in downtown, the airport/Geiger area and Clear Lake. Phase 2 includes rest of Spokane and surrounding areas north through Colville and south through Pullman. The first neighborhood in 2019 will be Minnehaha. Discussion was had on the shared network for remote meter reading. Vern described the remote meter reading technology and the customer interface with real-time energy use information.

2. Shared Mobility Policy and Operating Requirements

Brandon Blankenagel and Kevin Picanco gave an overview of the work with the stakeholder group to advice on policy updates before shared mobility vendors can operate. The goal is to have the program start again this spring.

3. House of Charity Shelter Program Agreement

Kelly Keenan discussed the agreement with House of Charity for the period of January 1, 2019 through June 30, 2019 until a new five-year services award cycle begins July 1, 2019. Discussion was had on the shelter capacity and the actual use. The department is looking at options for continuity of options for the new 2019 period for continuing the 24/7 model and evaluating the funding and available intervention options. Discussion was had on security at the House of Charity and other warming centers.

4. CDBG Contract for the Rental Repair Pilot Program

Kelly Keenan discussed the rental repair pilot program to provide loans to owners of small rental properties. The requirements by HUD include serving low-income renters at affordable costs and improving housing quality, safety and energy efficiency.

5. Schools, Parks, and Playgrounds Speed Limit Zones Resolution

Bob Turner discussed the proposed resolution to establish a comprehensive list of school, park, and playground speed limit zones throughout the City.

Strategic Plan Session

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

- County Partnership

Gary Kaesemeyer introduced Clint Harris, Street Department Manager. Clint discussed the collaborating with the County for chipseal work. The challenge for slurry seals and chip seal work is that there are not local companies that do the work. Clint has been working with the County to identify work to offset the cost of mobilization. He gave an overview of the process and the best practices for the best use of maintenance funds.

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

- No report this meeting.

C. Priority Strategy 3. Sustainable City

- Smart Use of Water Resources

Garrett Jones introduced Nick Hamad, Landscape Architect for Parks Department. Nick gave an overview of the work in coordination with Environmental Programs and the Water Department to identify and establish project goals for water conservation projects. Currently the Indian Canyon irrigation project is progress. Nick spoke about the plans, estimated costs and anticipated water reduction goals for the projects including Manito Japanese Garden Pond modifications project, Manito Park landscape alterations and irrigation upgrades to lower meadow and Grand Boulevard, Franklin Park splash pad sensor upgrade, and TJ Meenach SpokaneScape planting project.

Consent Items

1. Clean Diesel Funding Assistance Program
2. Bureau of Reclamation Drought Response Water Grants Applications
3. Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
4. Five Mile Rd. – Lincoln to Strong
Council Member Mumm inquired about a crosswalk and sidewalk in this area. She will follow up with Dan Buller.
5. WSDOT Utility Agreement Reimbursing the City for Water Main relocation at Geiger Blvd./SR 902
6. Relocate Existing 24-inch Sanitary Sewer from Private Property to Electric Avenue Public Right of Way
7. Groundwater Monitoring/Reporting Contract extension with CH2M Engineering
8. Contract Extension for Electrical Technical and Maintenance Support Services
9. Ordinance for uncovered load fines
10. Customer Relationship Management (CRM) Replacement

Executive Session

None.

Adjournment

The meeting adjourned at 2:45 p.m.

Prepared by:

Barbara Patrick, Administrative Specialist



Chair

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

The Spokane City Council's Public Infrastructure, Environment and Sustainability Committee meeting will be held at **1:15 p.m. on February 25, 2019** in Council Briefing Center, Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

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

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

AGENDA
REVISED

I. Call to Order

II. Approval of minutes from January 28, 2019

III. Discussion Items

A. Council Requests

1. Consent Items for Discussion

2. Legislative Items (10 minutes)

B. Staff Requests

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

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

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

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

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

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

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

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

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

V. Consent Items

1. Clean Diesel Funding Assistance Program

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

VI. Executive Session

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

VII. Adjournment

Next Public Infrastructure, Environment, and Sustainability Committee Meeting

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

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

Briefing Papers

Briefing Paper

Public Infrastructure, Environment, and Sustainability

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

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

Executive Summary:

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

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

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

ORDINANCE NO. C-_____

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

NOW THEREFORE, the City of Spokane does ordain:

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

Section 10.17.020 Definitions

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

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

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

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

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

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

1. two or three wheels,

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

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

~~((E-))~~ F. “Guardian” means a:

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

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

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

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

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

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

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

Section 10.17.030 Helmet Required

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

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

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

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

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


Section 10.17.080 Penalties – Civil Infraction

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

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

Section 16A.62.010 Definitions

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

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

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

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

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

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

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

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

D. Lighting Required.

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

E. Muffler Required.

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

F. Brake Required.

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

G. Modifications Prohibited.

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

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

Section 16A.62.035 Rental of Motorized Personal Transportation Devices

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

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

Section 16A.62.040 Prohibited Areas

A. Retail Zone of the Congested District.

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

B. Parks.

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

C. Sidewalks.

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

D. Public Trails.

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

E. Certain Streets.

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

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

Chapter 10.57 Rental of Personal Transportation Devices
Section 10.57.010 Permit Required

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

Section 10.57.020 License Class

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

Section 10.57.030 Definitions

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

Section 10.57.040 Application

A. Requests for Qualifications/Requests for Proposals.

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

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

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

C. Permit Issuance and Terms.

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

1. [put the operational minimum mandatory terms here]

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

Section 10.57.050 Insurance Required

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

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

Section 10.51.060 Indemnity-Permit Revocation

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

Section 10.57.070 Violation

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

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

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

Briefing Paper

Public Infrastructure, Environment, and Sustainability

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

Rental Repair Pilot

Sub-Program of Single Family Rehabilitation

Program Outline

BACKGROUND and PURPOSE

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

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

PROGRAM ELIGIBILITY

ELIGIBLE PROPERTY

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

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

ELIGIBLE BORROWER

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

ELIGIBLE REPAIRS

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

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

Mandatory Repairs:

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

Mandatory repairs include building components that:

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

Priority Repairs:

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

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

Secondary Repairs:

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

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

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

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

ELIGIBLE PROJECTS

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

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

PROGRAM MANAGEMENT

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

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

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

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

DOCUMENTATION REQUIREMENTS

The Program Manager will collect the following documentation:

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

THE LOAN

LOAN AMOUNT

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

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

LOAN TERMS

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

SECURED LOANS

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

MANDATORY TENANT PROTECTIONS

FAIR HOUSING & AFFIRMATIVE MARKETING

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

UNIFORM RELOCATION ACT (URA)

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

PROVIDE AFFORDABLE RENTAL HOUSING

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

LOAN SERVICING and COMPLIANCE

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

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

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

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

CITY OF SPOKANE
SPOKANE COUNTY WASHINGTON
RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

Adopted by City Council on _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

School Zone, Park/Playground Zone Speed Limit Schedule

School Speed Zones

SCHOOL SPEED ZONES:

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

TWENTY MILES PER HOUR:

ADAMS ELEMENTARY

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

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

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

ALL-SAINTS ELEMENTARY

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

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

ALL-SAINTS MIDDLE SCHOOL

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

ARLINGTON ELEMENTARY

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

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

ASSUMPTION ELEMENTARY

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

AUDUBON ELEMENTARY

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

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

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

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

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

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

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

BALBOA ELEMENTARY

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

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

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

BEMISS ELEMENTARY

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

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

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

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

BROWNE ELEMENTARY

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

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

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

TEC @ BRYANT ELEMENTARY

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

CATALDO ELEMENTARY

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

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

CHASE MIDDLE SCHOOL

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

COOPER ELEMENTARY

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

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

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

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

FERRIS HIGH SCHOOL

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

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

FINCH ELEMENTARY

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

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

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

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

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

FRANKLIN ELEMENTARY

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

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

GARFIELD ELEMENTARY

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

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

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

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

GARRY MIDDLE SCHOOL

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

GLOVER MIDDLE SCHOOL

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

GRANT ELEMENTARY

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

HAMBLÉN ELEMENTARY

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

HOLMES ELEMENTARY

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

HUTTON ELEMENTARY

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

INDIAN TRAIL ELEMENTARY

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

JEFFERSON ELEMENTARY

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

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

LEWIS & CLARK HIGH SCHOOL

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

LIDGERWOOD ELEMENTARY

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

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

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

LINCOLN HEIGHTS ELEMENTARY

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

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

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

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

LOGAN ELEMENTARY

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

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

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

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

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

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

LONGFELLOW ELEMENTARY

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

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

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

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

MADISON ELEMENTARY

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

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

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

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

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

NORTH CENTRAL HIGH SCHOOL

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

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

PRIDE PREP CHARTER

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

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

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

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

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

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

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

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

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

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

RIDGEVIEW ELEMENTARY

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

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

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

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

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

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

ROGERS HIGH SCHOOL

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

ROOSEVELT ELEMENTARY

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

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

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

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

SACAJAWEA MIDDLE SCHOOL

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

SALK MIDDLE SCHOOL

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

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

SHADLE PARK HIGH SCHOOL

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

SHERIDAN ELEMENTARY

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

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

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

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

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

SHILOH HILLS ELEMENTARY

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

STONEWALL AVENUE from 254 feet east of Antietam Drive Vicksburg.

STEVENS ELEMENTARY

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

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

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

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

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

ST. ALOYSIUS ELEMENTARY

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

WESTVIEW ELEMENTARY

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

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

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

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

WHITMAN ELEMENTARY

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

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

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

WILLARD ELEMENTARY

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

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

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

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

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

WILSON ELEMENTARY

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

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

WOODRIDGE ELEMENTARY

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

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

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

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

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

Park/Playground Speed Zones

PARK/PLAYGROUND SPEED ZONES:

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

TWENTY MILES PER HOUR:

AUDUBON PARK/PLAYGROUND

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

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

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

COMSTOCK PARK/PLAYGROUND

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

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

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

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

FRANKLIN PARK/PLAYGROUND

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

MANITO PARK/PLAYGROUND

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

UNDERHILL PARK/PLAYGROUND

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

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

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

AGENCY: ENVIRONMENTAL PROTECTION AGENCY (EPA)

TITLE: Clean Diesel Funding Assistance Program FY 2019

ACTION: Request for Applications (RFA)

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

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO: 66.039

IMPORTANT DATES

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

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

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

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

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

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

Summary of What EPA Will Fund

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

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

FUNDING / AWARDS

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

Briefing Paper

Public Infrastructure, Environment, and Sustainability

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

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

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

Background/History:

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

Executive Summary:

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

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

Briefing Paper

PIES

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



Briefing Paper

Public Infrastructure, Environment, and Sustainability

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



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

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

Recitals

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

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

It Is Mutually Agreed As Follows:

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

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

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

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

2. Authority to Begin Work and Work Schedule

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

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

3. Compliance

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

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

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

4. Payment

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

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

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

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

5. Change in Work or Cost Increase

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

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

6. Franchise, Permit or Easement

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

7. Right of Entry

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

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

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

8. General Provisions

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

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

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

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

UTB 1343
Exhibit A
Special Provisions

Scope of Work

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

UTILITY RESPONSIBILITIES:

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

WSDOT RESPONSIBILITIES:

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

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



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

Construction Estimate

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

SR902 Roundabout / East End

TOTAL ESTIMATE *

\$87,291.14

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

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

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

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

NOTE:

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

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

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

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

TOTAL: \$87,291.14



UTB 1343
Exhibit B Cost Estimate
Page 5 of 10

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

Construction Estimate

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

SR902 Roundabout / West End

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

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

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

**INDIVIDUAL WATER SERVICE TAPS AND METERS ARE NOT INCLUDED IN THIS ESTIMATE
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NOTE:

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

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

TOTAL: **\$57,184.22**



UTB 1343
Exhibit B Cost Estimate
Page 8 of 10

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

Construction Estimate

9/18/2018

Relocation Of 4" Blow Off Structure

Geiger & Hwy 902 Roundabout

TOTAL ESTIMATE *
\$8,249.64

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

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

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NOTE:

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

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

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

SR902 COS Water Relocation

UTB 1343
Exhibit C Plan
Page 1 of 2

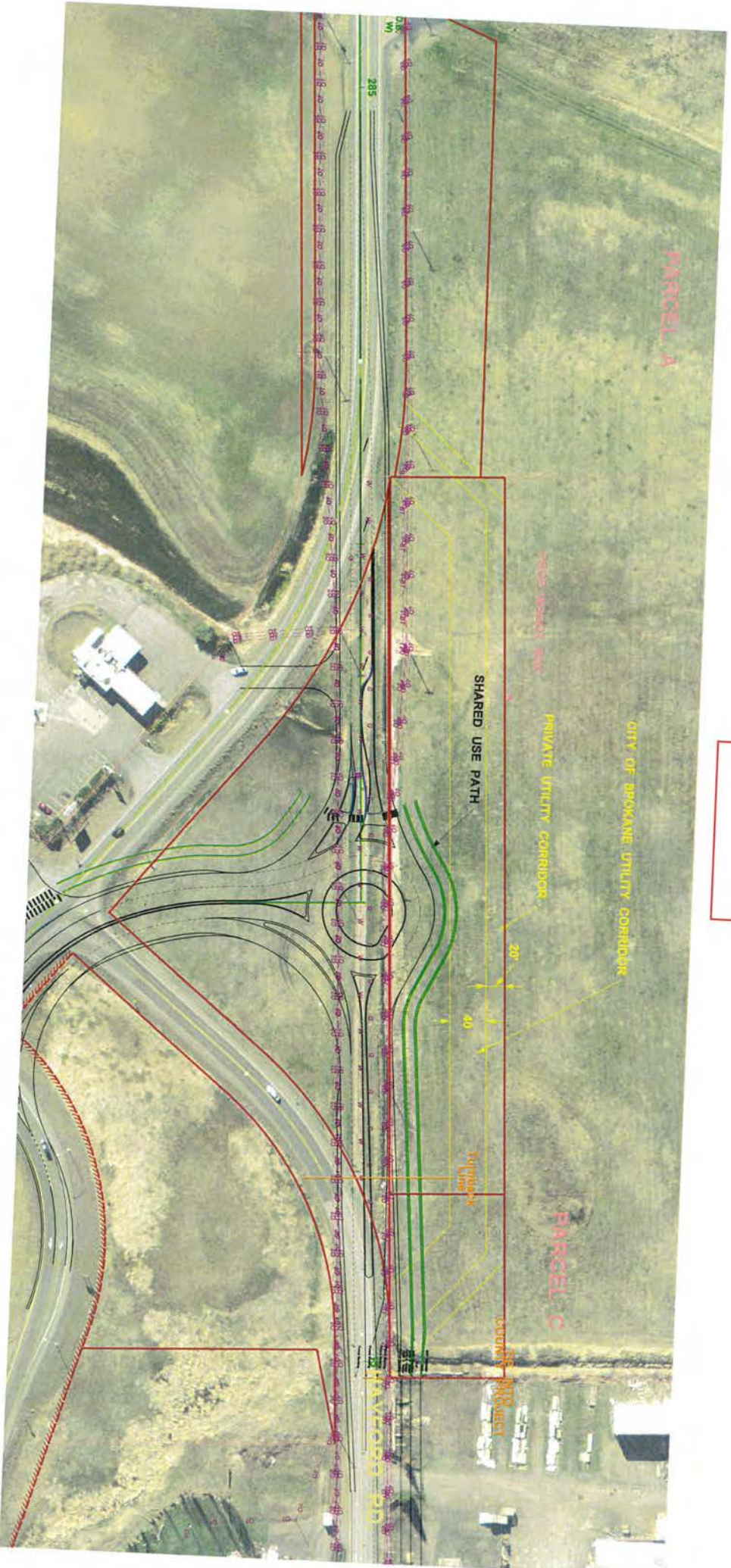


Legend									
City of Spokane Boundary	Pressure Relief Valve	System Valve	Normally Closed Valve	Meter	Fitting	Tee	Domestic Service / Fire Line	Storage Facility	Abandoned Water Main
Curb Stop Valve	Simple Check	Ball Valve	Temporary Closed Valve	Critical Service	Bend	Drainage Point	Line	Distribution Main	Address Point
Control Valve	Hydrant Foot Valve	Butterfly Valve	System Change	PUD Master Meter	Cap	Drainage Line	Fire Line	Hydrant Lead	Primary
Air Control	Ball Valve	Gate Valve	System Change	Hydrant	Cross	Service Lateral	Irrigation Service	Transmission Main	Secondary
Altitude	Butterfly Valve	Valve Operation	Pressure Reducing Valve	Reducer	Reducer	Distribution Service	Pump	Parcel	
Blowoff	Gate Valve	Temporary Open Valve		Tapping Saddle	Tapping Saddle	Domestic Service	Well		

City of Spokane GIS



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



1 Section 1-06 is supplemented with the following:

UTB 1343
Exhibit D
Page 1 of 4

2
3 ***Buy America***

4
5 (August 6, 2012)

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

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

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

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

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

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

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

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

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

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



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

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

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

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

The Description of these materials and the Country of Origin of these materials is as follows:

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

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

Contractor / Subcontractor / Manufacturer / Supplier Name

Authorized Corporate Official Signature

Date

Place

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

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

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

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

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



Legend

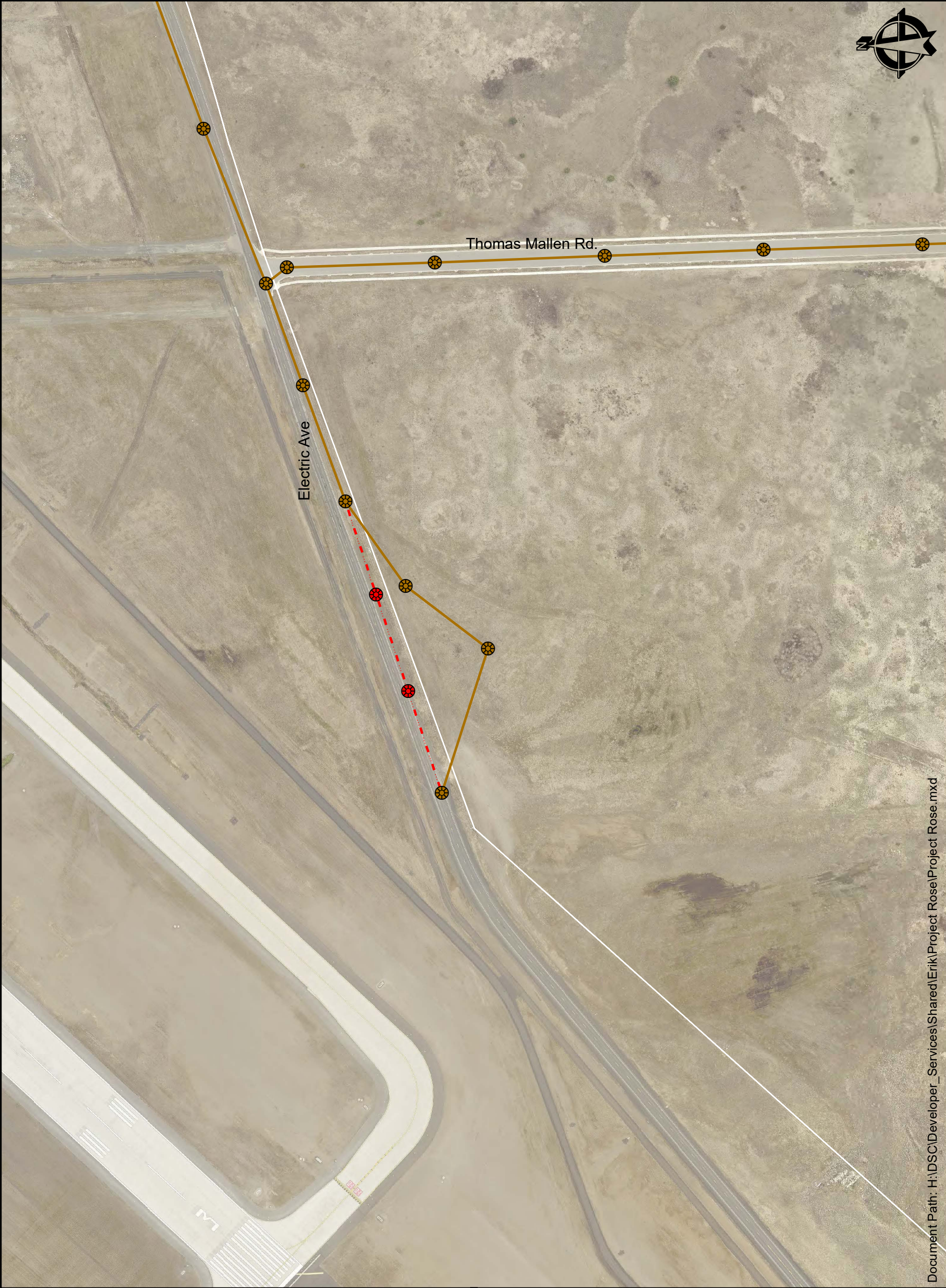
- Proposed Manholes
- Existing Sewer
- Proposed Sewer



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

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

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



Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

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

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

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

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

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

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

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

Background/History:

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

The new CRM will:

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

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

Executive Summary:

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

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: 5310 Capitalized Replacement Reserve

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

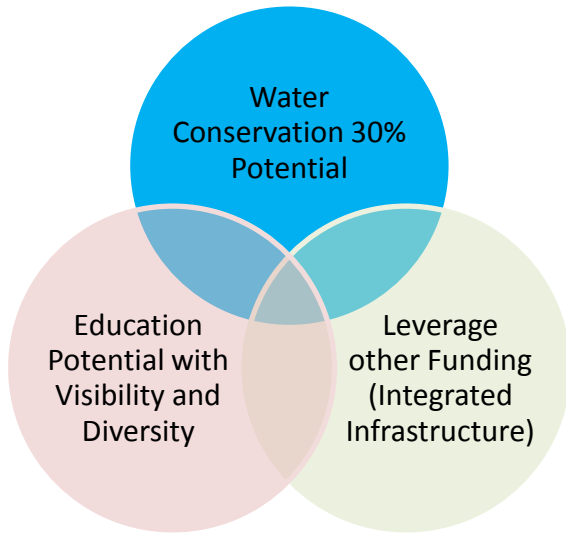
Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

Presentations

Smart Use of Water for Economic Growth: Parks/Water Conservation Strategic Initiative



Project/Site Selection Criteria

1. Demonstrates 30% water reduction over current practices.
2. Ideally, a balance of 5 diverse projects that prioritize water conservation potential and offer clear, measurable success.
3. High visibility with high educational potential
 - a. One golf course including irrigation infrastructure improvements, drought management plan and turf reduction. (Indian Canyon)
 - b. One iconic park with a suite of improvements turf reduction, pond upgrades, irrigation upgrades, splash pad re-circulation. (Manito)
 - c. One new project showcasing low-water/natives/SpokaneScape vegetation and best irrigation practices (Iceage floods)
4. Leverage existing funding to maximize financial savings and benefit to
5. Shovel-ready, or in design if possible to improve timing for completion under first phase of Strategic Initiatives (Jan 2020).

PROPOSED PARKS PROJECT	Notes	WATER SAVINGS POTENTIAL	EDUCATION, VISIBILITY, DIVERSITY	UTILITY	PARKS
MANITO PACKAGE-				\$800,000	
Koi Pond	Greatest water savings potential, impact on sewer (equivalent of 147 homes)	16,800,000/ year based on 90% reduction of 36 gpm	Diverse		\$15,000
Grand BLVD Turf Reduction & Irrigation Upgrades	* Savings based on 30% reduction in use of account 72242. Account serves more area than outlined in Park project proposal	3,700,000/ year	Highly Visible- no watering street or during peak times of park use		
Splash Pad	Recirculating splash pad	5,000,000 a year based on 90% reduction of 2017	Visible		
Mirror Pond	Not a water conservation project	NONE			\$490,000
INDIAN CANYON	Provide metering & data analysis to measure success of investment	16,100,000 a year based on 30% reduction from 2017	Opportunities for BMPs, Pioneer data mgmt	\$10-20,000	
FRANKLIN PARK SPLASH PAD	Largest using splash pad in system- 12mg, needs to be recirculating water	9,800,000 a year based on 90% reduction of 2017		\$50,000	\$10,000
RIVERFRONT ICE AGE GARDENS	Needs to go through redesign- no visible conservation efforts are present.	N/A Introducing turf to graveled lot will not present with immediate savings	POTENTIAL for a Visible, Educational, Diverse area	\$150,000	\$150,000
Totals		51,400,000 gallons		\$1,020,000	\$665,000

OVERVIEW

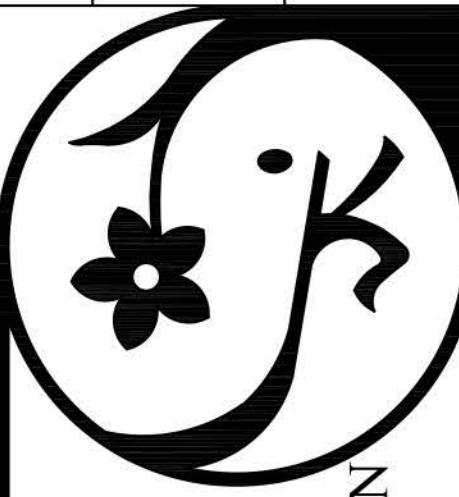
- 1 Project In Construction
- 4 Approved Projects
- 3 Additional Project Opportunities Identified

NOTES:
-RED LINE: CONSOLIDATED ROCK EXCAVATED, CLEAN FILL IMPORTED FOR BACKFILL.
-IMPORTED FILL SUPPLIED @ ADDITIONAL OWNER EXPENSE.
-YELLOW LINE: FRACTURED ROCK EXCAVATED, SCREENED AND BACKFILLED.
-SCREENED FILL & IMPORTED SOIL SUPPLIED WITHIN INITIAL BID.
-BLUE LINE: CLEAN SOIL EXCAVATED AND RE-USED FOR BACKFILL.
-NO IMPORTED FILL REQUIRED.

PROJECT PERCENT COMPLETE: 40%
-HOLES COMPLETE: 7 OF 19
-MAINLINE COMPLETE: 9,785 LF of 21,400 (46%)
-LATERALS COMPLETE: 28,350 LF of 66,000 (43%)
-HEADS COMPLETE: 442 EA of 1,510 (29%)
-ROCK ENCOUNTERED: 73 CY



SHEET 2.4.6
SHEET 3.5.7



CITY OF
SPOKANE
PARKS
& RECREATION

Irrigation Consultant
irrigation
it technologies
10395 W. Ottawa Ave.
Littleton, CO 80127
Phone /20.240.6208
irrigationtechnologies.biz

INDIAN CANYON GOLF COURSE IRRIGATION RENOVATION

1000 S. ASSEMBLY SPOKANE, WA 99224

DESIGN WITH IMAGE HOLES 1-18

BAR IS ONE INCH ON ORIGINAL
DRAWING. IF NOT ONE INCH ON
THIS SHEET, ADJUST SCALES
ACCORDINGLY

DATE: 2018.05.14

DRAWN BY: BDK

CHECKED BY:

PROJECT NO:
PW 4466-18

REVISION

△	
△	
△	
△	

SHEET 4 OF 10

IR-4

DESIGN WITH IMAGE, 1-18



Manito Japanese Garden Pond Modifications

Project Status

February 2019

Contractor: TBD
General Superintendent: TBD
Project Superintendents: TBD

Project Manager: Nick Hamad
Project Consultant: Land Expressions

PROJECT GOALS

1. Reduce Japanese Garden Pond makeup water use by 80%-90% while maintaining pond water quality for resident fish.
2. Capture pond overflow water exiting pond for re-use with drip irrigation system for planting beds.
 - a. Automate pond autofill system. Develop & follow makeup water budget.
 - b. Add pond recirculation system.
 - c. Repair leaks & meters.

PROJECT METRICS

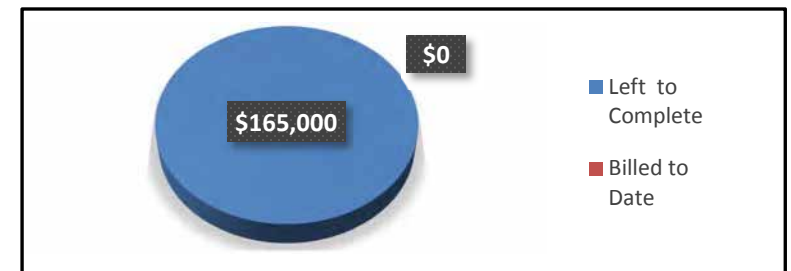
1. Total gallons used compared to historical.
2. Pond water testing & visual assessment of fish health before and after improvements.

PROJECT FUNDING

- \$15,000 park funds.
- \$150,000 utility funds.

DESIGN/CONSTRUCTION SCHEDULE

- Design: Winter '18 - Spring '19
- Construction: Summer'19 - Fall '19



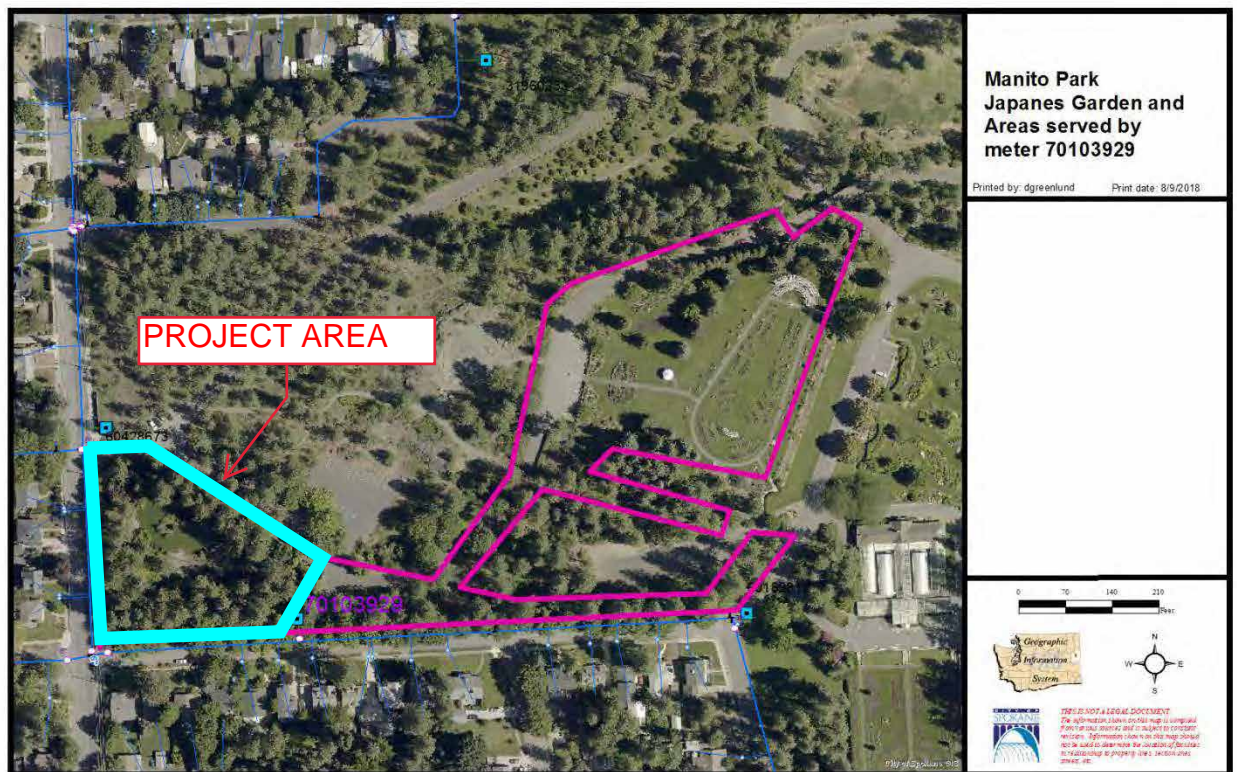
Project Estimated Cost (includes WSST)	Change Orders	Current Expenditures thru 2/25/19	Remaining Contract Amount	Percent Complete by Budget	Design/Construction Schedule Percent Complete	Physical Completion Date
\$165,000.00	\$0.00	\$0.00	\$165,000.00	0%	0%	Fall 2019

Field tour of Japanese Gardens and water use of meter 70103929.

Steve Nittolo, Aaron Champagne, Nick Simchuk, and Doug Greenlund met at the Japanese Garden on Thursday July 26th. We toured the pond and reviewed the areas supplied through meter 70103929.

The meter supplies

- Japanese garden landscaping and the Koi Pond
- Restrooms next to the garden
- Park landscaping along 21st from Bernard to South Park Drive
- Rose Hill
- Landscaping from Japanese Garden to Rose Hill



The make-up water for the pond is held constant year round so winter time use at the water department meter can be used for the annual pond supply. The use for the winter of 2017 – 2018 was 36.5 gallons per minute and for 2016-2017 it was 36.4 gallons per minute.

For 2017 the meter recorded 23,971,000 gallons of water. Using the 36.5 gallon per minute fed to the pond this was 19,184,000 gallons to the pond for 2017. This leaves about 4,787,000 gallons for the other uses.

I returned on Tuesday August 7th and measured the flow from the overflow pipe. The measured flow is about 40 gallons per minute. This is more than the make-up flow stated above. There is a lot of



There is a continuous over flow from the pond. This overflow is to the city sanitary sewer system.







Manito Park Landscape Alterations & Irrigation Upgrades Lower Meadow & Grand Boulevard

Project Status - February 2019

Contractor: TBD
 General Superintendent: TBD
 Project Superintendents: TBD

Project Manager: Nick Hamad
 Project Consultant: Place Landscape Architects

PROJECT GOALS

1. Reduce irrigation water use in project area by 30%.
2. Reduce irrigation overspray onto Grand Avenue for entire eastern edge of Manito Park.
 - a. Replace manual system with fully automated, high efficiency irrigation system, including flow sensing & tracking.
 - b. Selectively convert turf to planting bed, meadow grasses, and mulched beds where appropriate.
 - c. 'Define Edge' of maintained turf and naturalized areas.

PROJECT METRICS

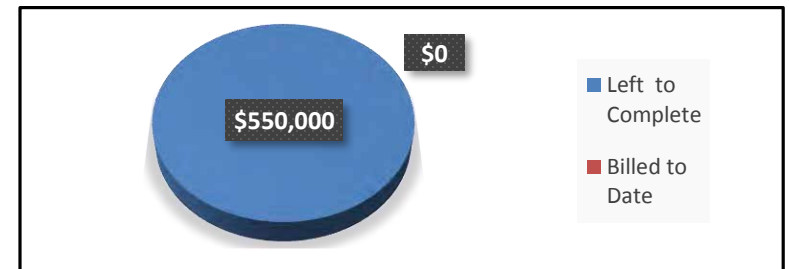
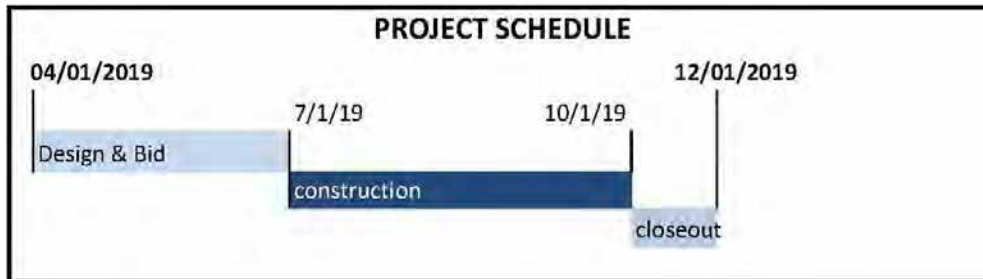
1. Total gallons used compared to historical.
2. Irrigation audit of new system along Grand Ave to verify irrigation overspray has been reduced.
3. Visual and operational assessment of landscape modifications where turf removed.

PROJECT FUNDING

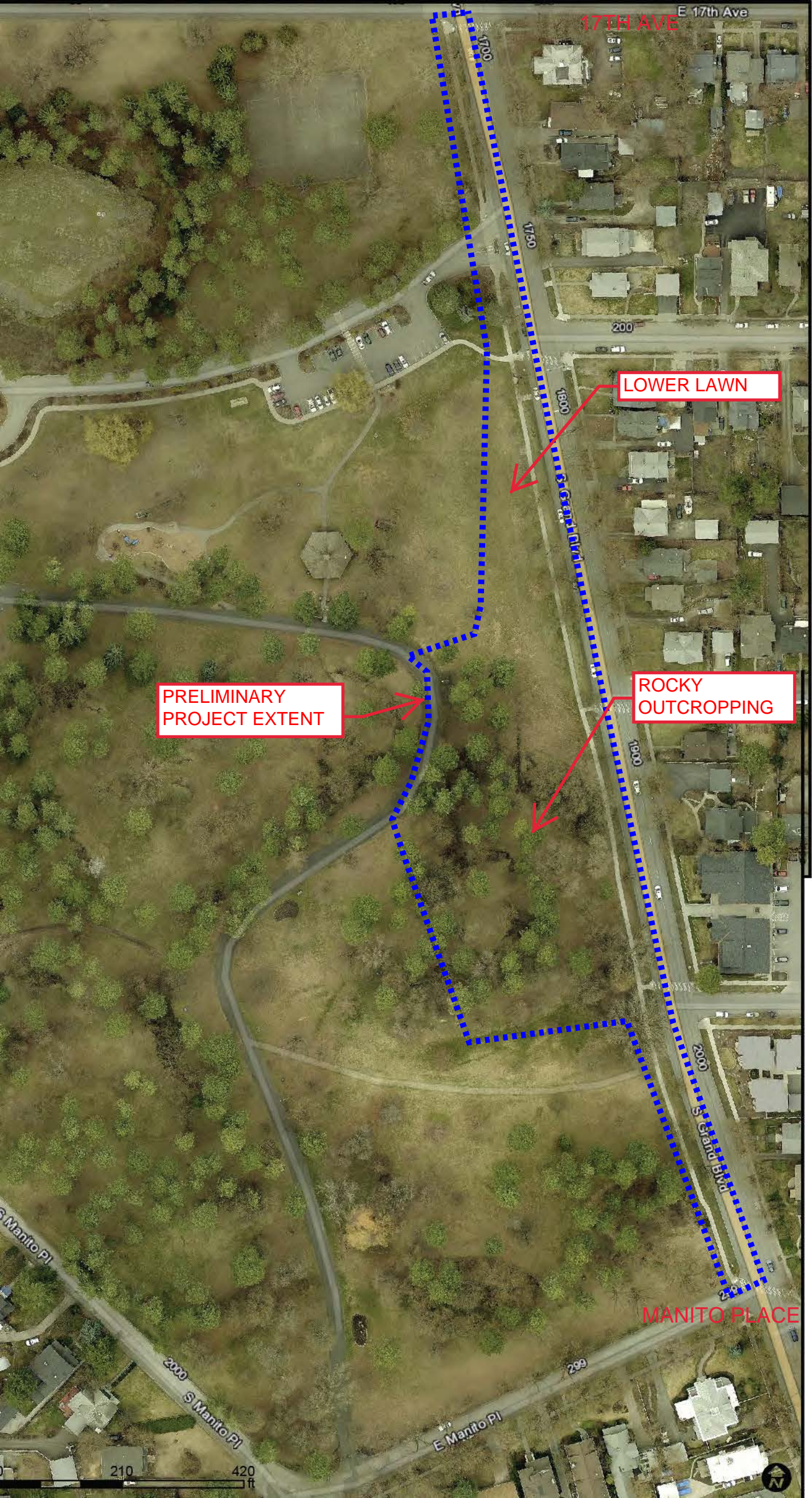
- \$550,000 Utility funds.

DESIGN/CONSTRUCTION SCHEDULE

- Design & Bidding: Spring '19 - Sum '19
- Construction: Summer '19 - Fall '19



Project Estimated Cost (includes WSST)	Change Orders	Current Expenditures thru 02/25/19	Remaining Contract Amount	Percent Complete by Budget	Design/Construction Schedule Percent Complete	Physical Completion Date
\$550,000.00	\$0.00	\$0.00	\$550,000.00	0%	0%	Fall 2019



17TH AVE

E 17th Ave

LOWER LAWN

PRELIMINARY
PROJECT EXTENT

ROCKY
OUTCROPPING

S Manito Pl

200
S Manito Pl

E Manito Pl

200
S Grand Blvd

MANITO PLACE

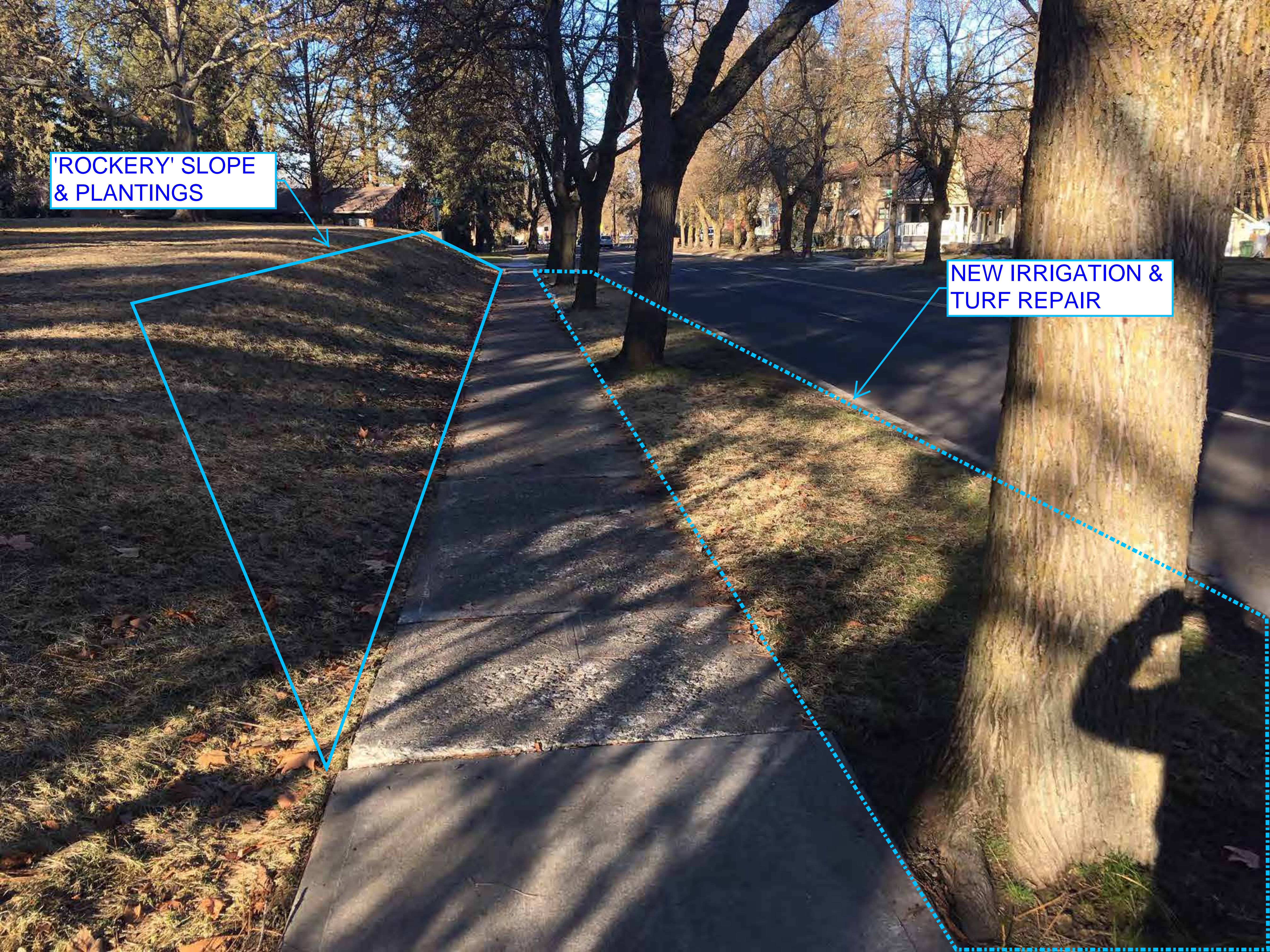
210

420
ft



'ROCKERY' SLOPE
& PLANTINGS

NEW IRRIGATION &
TURF REPAIR

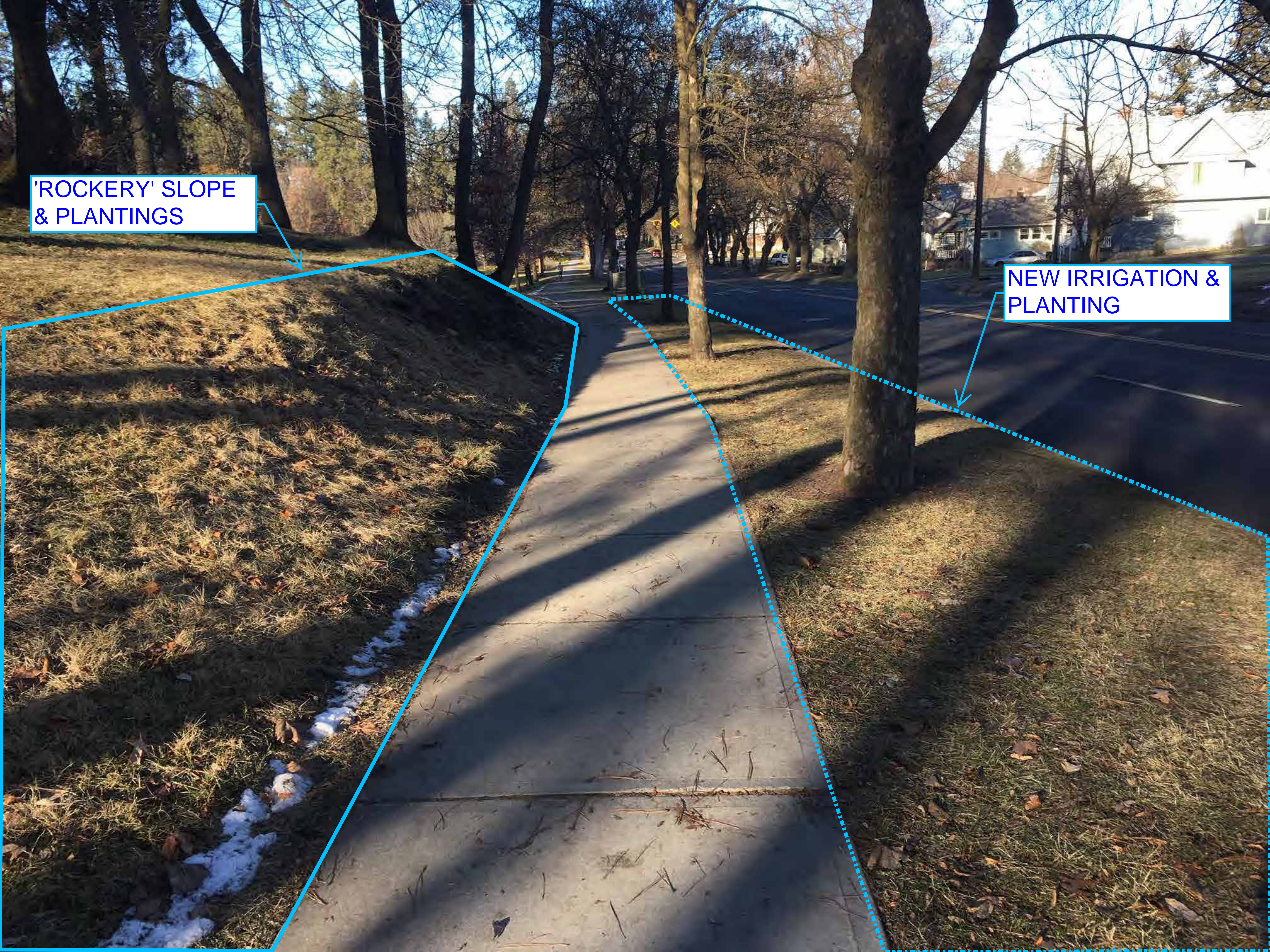


NEW IRRIGATION &
TURF REPAIR



'ROCKERY' SLOPE
& PLANTINGS

NEW IRRIGATION &
PLANTING





NEW IRRIGATION & TURF
REPAIR

LANDSCAPE MODIFICATIONS -
DEFINE EDGE OF TURF AREA



Franklin Park Splash Pad Sensor Upgrades - Pilot

Project Status

February 2019

Contractor: TBD
 General Superintendent: TBD
 Project Superintendents: TBD

Project Manager: Nick Hamad
 Project Consultant: TBD

PROJECT GOALS

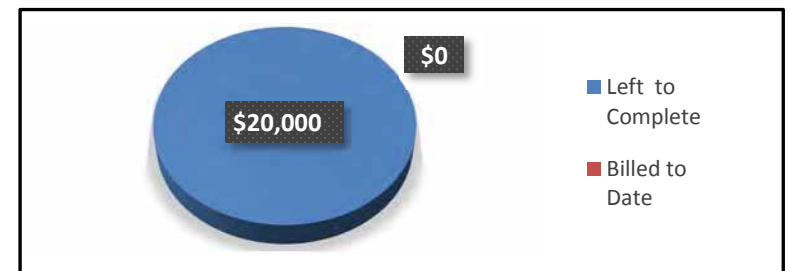
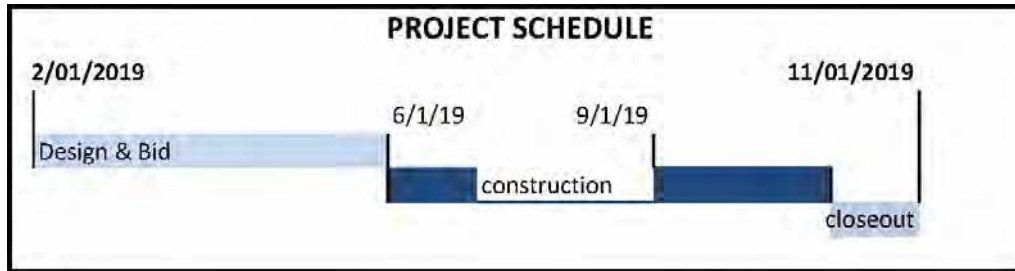
1. Reduce splash pad water use to level consistent with other City splash pads (approximately 60%).
2. Track yearlong water use & assessment conservation value for implementation at other Splash pads
 - a. Verify infrastructure in good conditions and undamaged - repair if needed
 - b. Install Sensor & Control Upgrades

PROJECT FUNDING

- \$10,000 park funds.
- \$10,000 utility funds.

DESIGN/CONSTRUCTION SCHEDULE

- Design: Spring '19
- Construction: Summer'19 - Fall '19



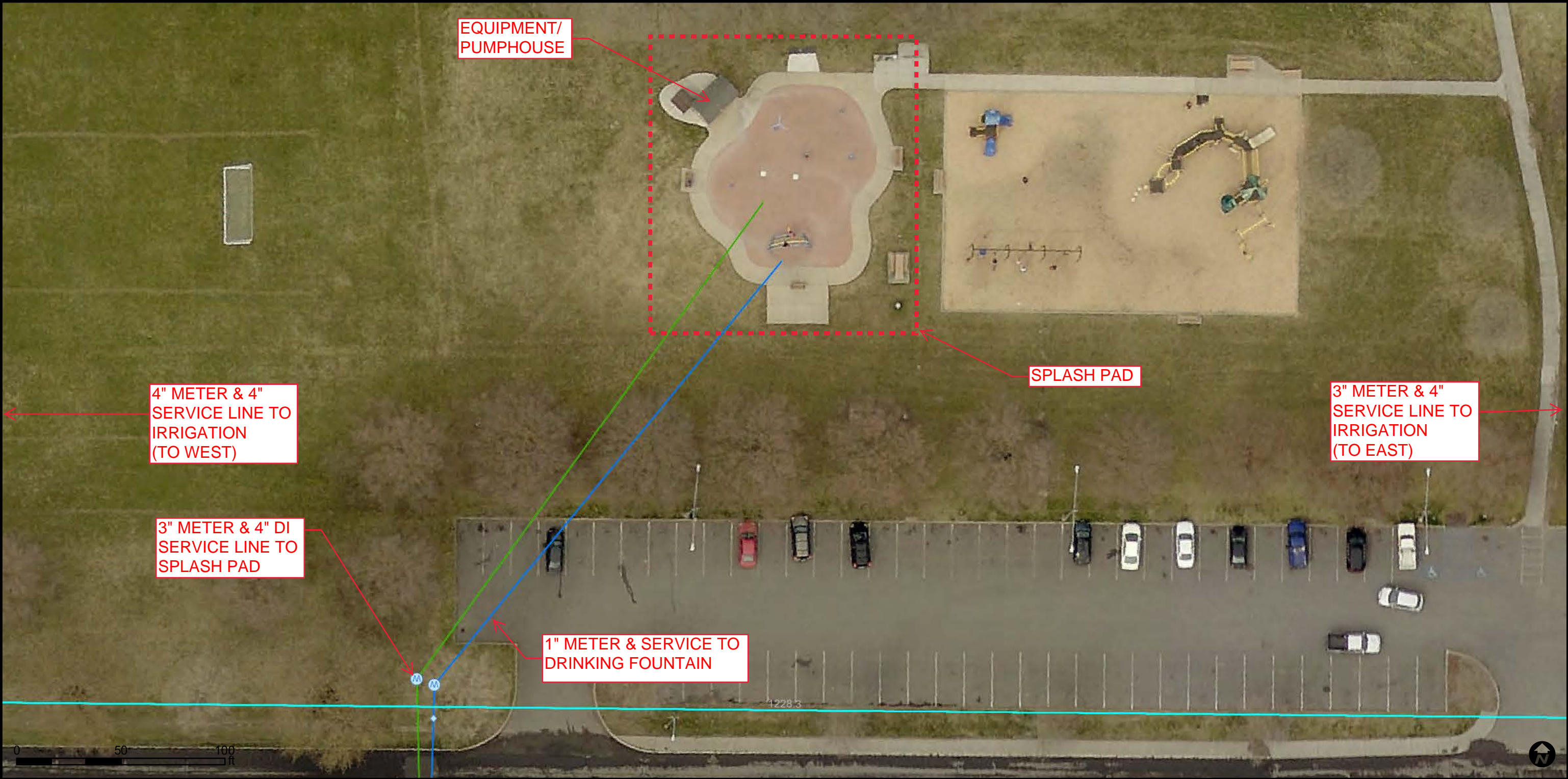
Project Estimated Cost (includes WSST)	Change Orders	Current Expenditures thru 02/25/19	Remaining Contract Amount	Percent Complete by Budget	Design/Construction Schedule Percent Complete	Physical Completion Date
\$20,000.00	\$0.00	\$0.00	\$20,000.00	0%	0%	Fall 2019

Name	account number	Use in Gallons			3 yr. avg.
		2016	2017	2018	
Audubon Park Splash	109506	5,366,900	6,408,116	4,126,716	11,647,607
Chief Garry Park Splash	109505	3,965,148	4,846,292	3,431,824	
Coeur d'Alene Park Splash	109504	3,161,796	3,662,208	3,237,344	
Franklin Park Splash	110192	11,736,120	10,863,204	12,343,496	
Friendship Park Splash	109508	4,321,944	4,736,336	4,553,076	
Glass Park Splash	110193	3,569,456	4,254,624	3,776,652	
Manito Park-Splash	110195	5,310,800	5,632,440	4,607,680	
Pacific Park Splash	110191	4,338,400	5,078,920	5,819,440	
Shadle Park Splash	112683	1,234,200	1,660,560	1,436,160	
Thornton Murphy Park Splash	109507	4,019,004	6,428,312	3,714,568	
Underhill Park Splash	72875	5,433,472	5,193,364	5,926,404	
<i>average splash pad use</i>		4,768,840	5,342,216	4,815,760	4,975,605

Meters were read between May 1st and October 31st for each account

Franklin uses approximately 234% more water annually than the average city splash pads

Franklin Park



City of Spokane GIS



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





TJ Meenach Spokanescape Planting

Project Status

February 2019

Contractor: Park Operations

Project Managers:
Kristen Zimmer & Mattie Whitney

PROJECT GOALS

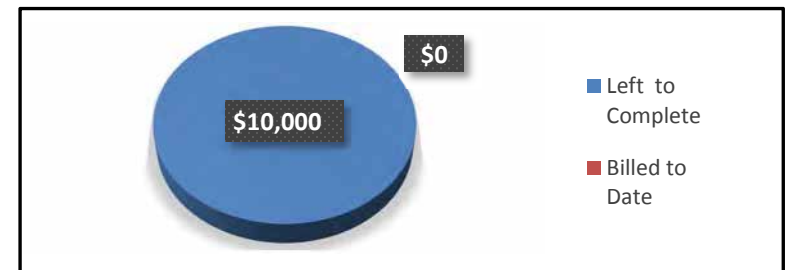
1. Remove 2,500 sf of irrigated turf and replace with 'Spokanescape' adapted for a park landscape.
2. Install high efficiency subsurface irrigation system.
3. Perform work in-house with Park Operations & Water Department staff.

PROJECT FUNDING

- \$5,000 utility funds.

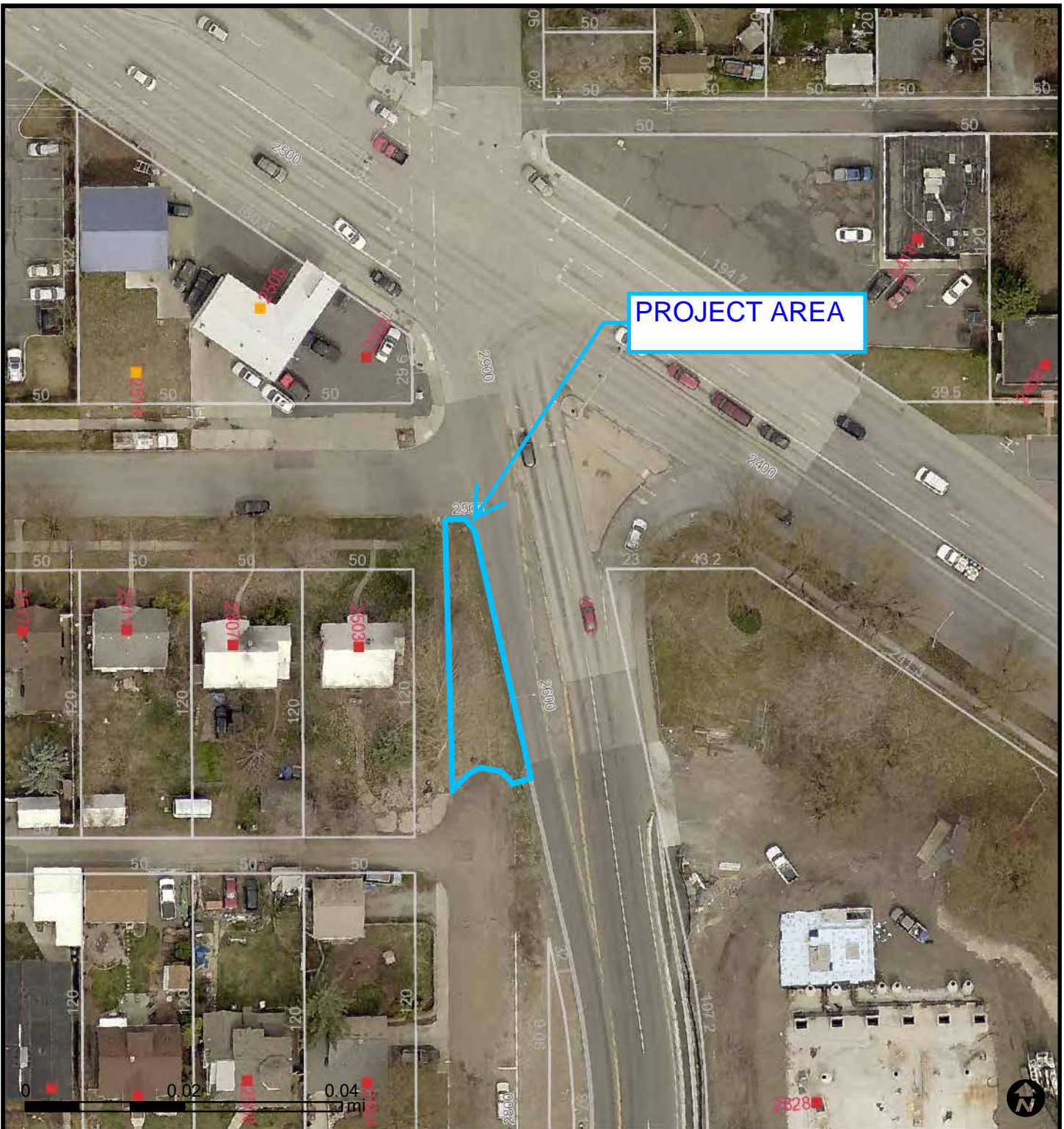
DESIGN/CONSTRUCTION SCHEDULE

- Design: Spring '19
- Construction: Spring -Summer'19



Project Estimated Cost (includes WSST)	Change Orders	Current Expenditures thru 02/25/19	Remaining Contract Amount	Percent Complete by Budget	Design/Construction Schedule Percent Complete	Physical Completion Date
\$5,000.00	\$0.00	\$0.00	\$5,000.00	0%	0%	Summer 2019

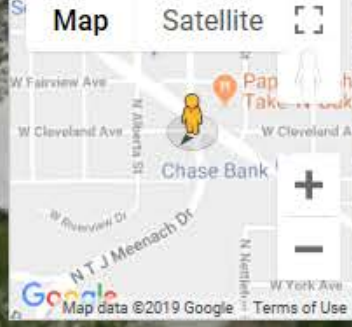
TJ Meenach Spokanescape



City of Spokane GIS



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HOW TO DESIGN A SPOKANESCAPE	1
DEMOLITION & TURF REMOVAL	3
SOIL PREPARATION & AMENDMENTS	4
IRRIGATION.....	5
PLANTING & MULCH.....	7
MANAGEMENT/CARE.....	9
DESIGN IDEAS/ MODELS	10
PLANT LIST	16

SpokaneScape: Water Efficient Landscaping Never Has Looked So Good.

The **SpokaneScape Guidebook** is published and provided by the City of Spokane Water Department to help people make smart, water-efficient landscape decisions and choose plants that are appropriate to our arid summer climate. This document serves as a guide to help you throughout the process of designing a water-smart SpokaneScape.

What is a SpokaneScape?

A SpokaneScape is water-efficient landscape that has been designed specifically for Spokane residents; its focus is on the replacement of lawn with low-volume irrigation and drought tolerant plant material. A well-designed SpokaneScape will beautify your property, protect our natural resources and the environment; and will inevitably reduce maintenance.



Echinacea/Purple Coneflower
©Tim Kohlhauff

ABOUT THE REBATE

You may earn up to a \$500 credit on your City utility bill after removing lawn in your yard and replacing it with water-smart plants and mulch. You may claim \$0.50 per square foot of lawn removed with a minimum of 300 square feet. See our application form for more information.

ELIGIBILITY IN BRIEF:

- ◆ Must be a City of Spokane Water customer and in good standing with the agency.
- ◆ The property must have live turf in place that is wholly visible from a public street/area.
- ◆ The property can only receive 1 "SpokaneScape" Rebate per year.

If you are a customer of the City of Spokane, you may qualify for a rebate by replacing turf with a water-smart SpokaneScape. All plans must be preapproved, so call 742-8177 for more information and an application before you get started on your project or visit WaterStewardship.org.

Additional Opportunities

- Riverfront Park North Bank
- Audubon Park Irrigation
- Park wide Irrigation Control Upgrades

Affordable Housing Bills

Bill	Sponsor	Short Description	Status	Status of Companion
SHB 1453	Macri	Reforming the eviction process to help keep people in their homes and out of homelessness.	Passed out of CR&J	5600/Kuderer is similar but not a true companion and is in Senate Rules
SHB 1656	Macri	Requiring a legitimate business reason to make someone move.	Passed out of CR&J	5733/Saldaña Heard – Senate Financial Institutions
HB 1921	Frame	Progressive REET reform for affordable homes	Heard in Finance 2/19	NA
HB 1793	Ormsby	Prevailing Wage rate of pay methodology for affordable housing & weatherization/repairs for low-income homeowners	House 2 nd Reading	5766/Conway Rules
HB 1923	Fitzgibbon	Increasing urban residential building capacity and addressing impediments to building affordable housing	Scheduled for exec session 2/21 in House Env & Energy	NA
HB 1694	Morgan	Move in fee installment payment plan	House Rules	NA
SHB 1440	Robinson	60 day's notice of rent increases	House Rules	NA
HB 1590	Doglio	Allowing the local sales and use tax for affordable housing to be imposed by a councilmanic authority.	Heard in House Housing 2/5	NA
HB 1582	Gregerson	Improving rights of manufactured housing homeowners	Scheduled for exec session 2/20 in CR&J	NA
HB 1591	Gregerson	Homeless Bill of Rights, codifying Martin v Boise	Scheduled for exec	NA

			session 2/20 in CR&J	
HB 1263	Fey	Homeless Student Stability Act	Ex action taken 2/18 in House Ed	5324/Frockt scheduled for hearing in W&M 2/20
SHB 1377	Walén	Affordable Housing development on religious organization property	Rules	5358/Saldaña Rules
HB 1306	Senn	Fix the Condominium Liability Law	Civil Rights & Judiciary	SB 5334/ Pedersen

The background of the slide is a photograph of a utility worker and a customer. The worker, on the left, is wearing a white hard hat and safety glasses, and is holding a smart meter. The customer, on the right, is a woman with short, wavy hair, smiling at the worker. The image is overlaid with a green and blue color scheme and a network of yellow lines and dots.

Smarter Together Washington Smart Meter Project

Steve Trabun, Regional Business Manager
Vern Malensky, Washington Smart Meter Manager

Transformational Change is on the Way...

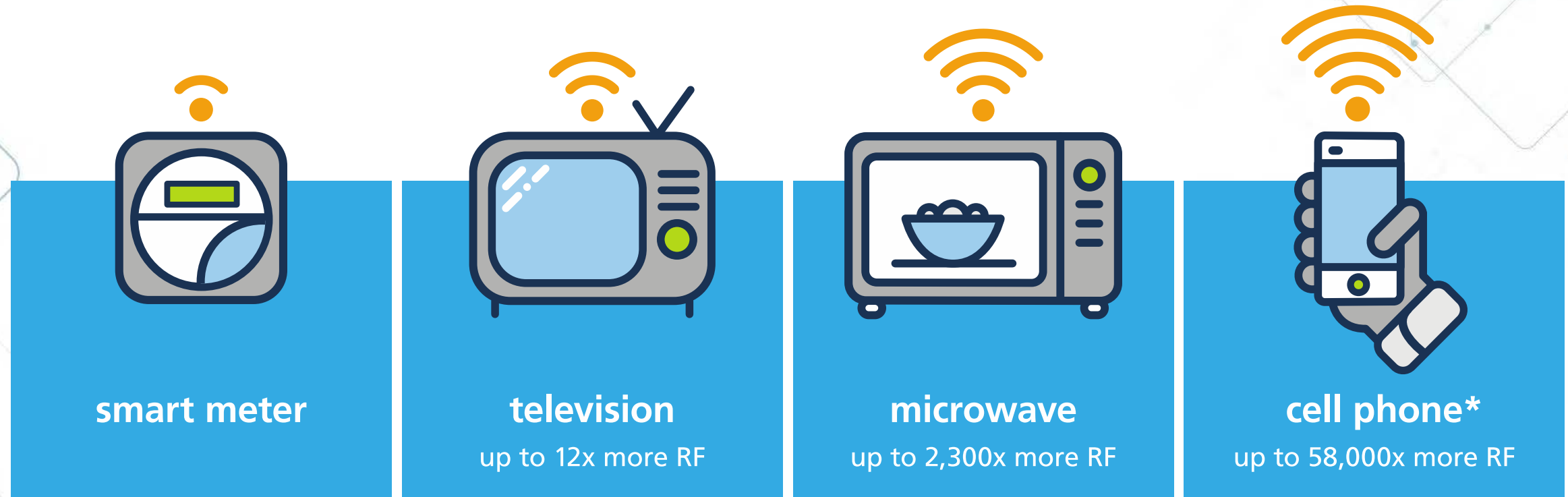


The Utility of the Future



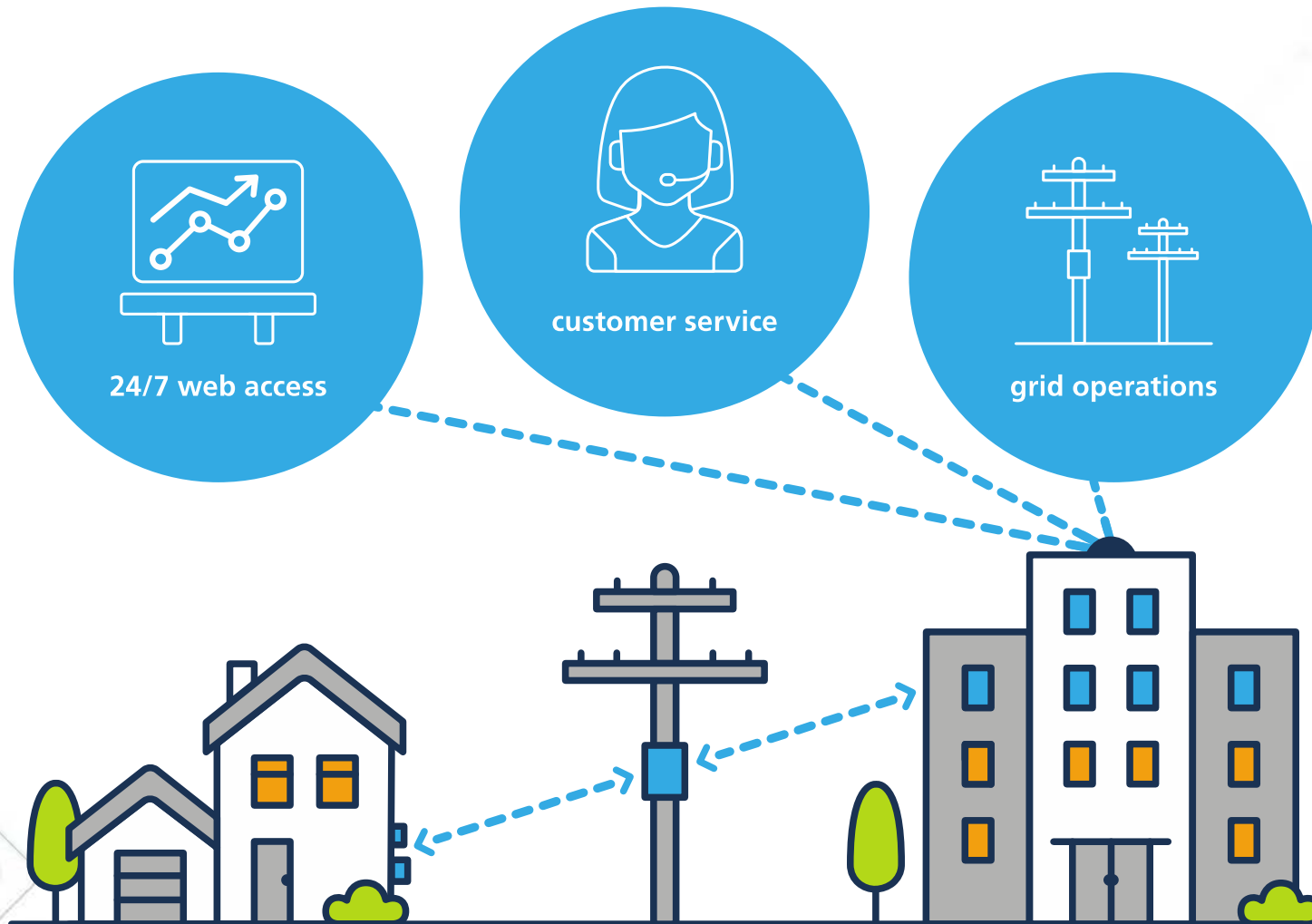
Top Priorities: Safety, Accuracy, Privacy & Security

Radio Frequency Output Comparison

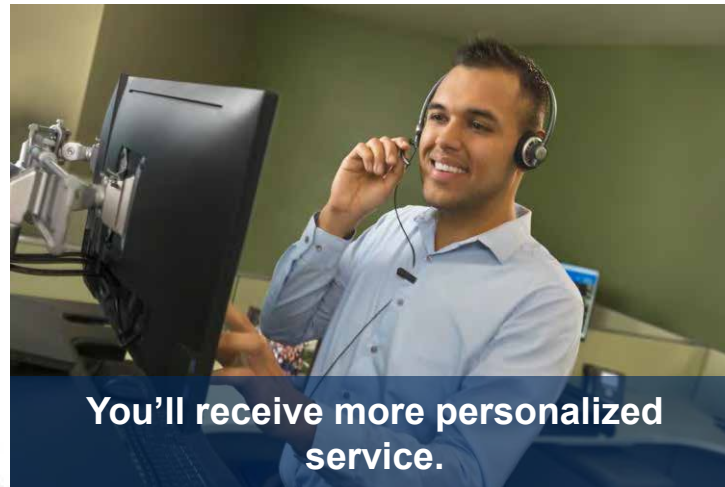
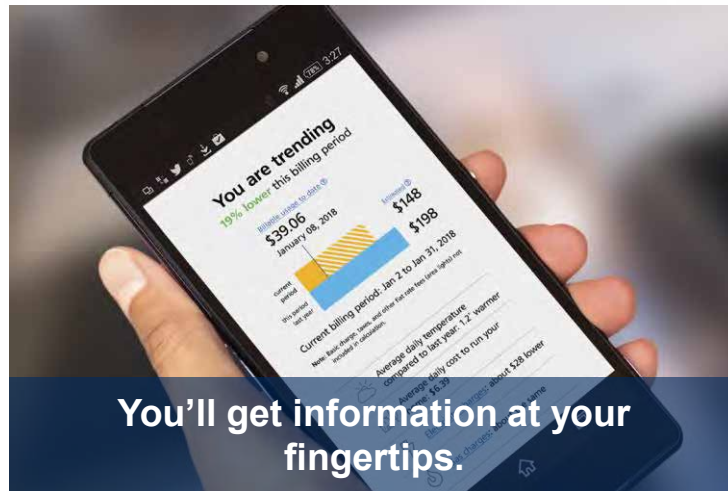


The chart presents data from the Electric Power Research Institute's Radio Frequency Exposure Levels from *Smart Meters: A Case Study of One Model* (February 2011), which compares the density of radio-frequency waves emitted by common wireless devices with those from smart meters.

How it Works to Create Customer Benefits



Key Customer Benefits



Smart Meter Deployment – A Phased Approach

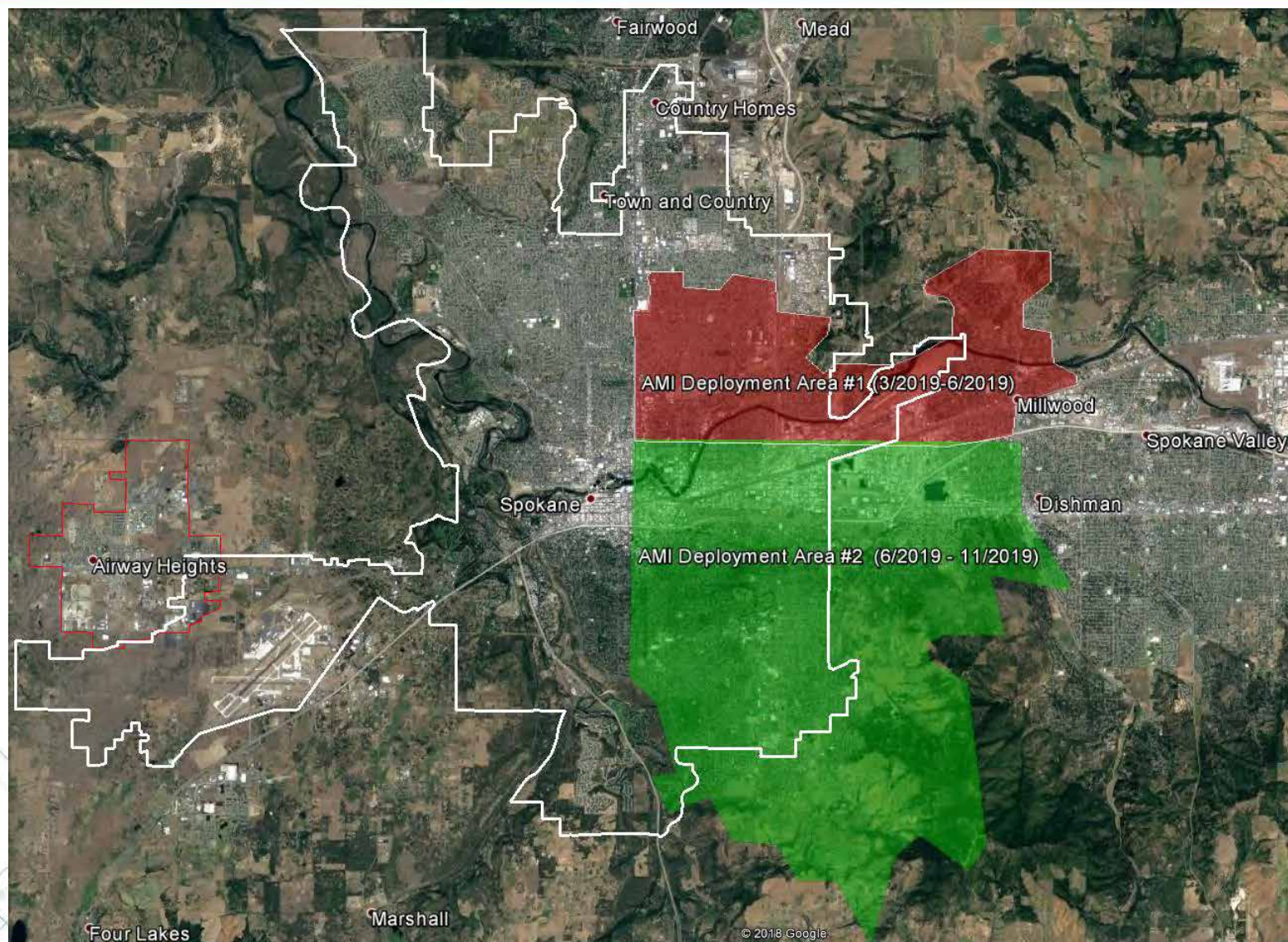
Phase 1 in 2018



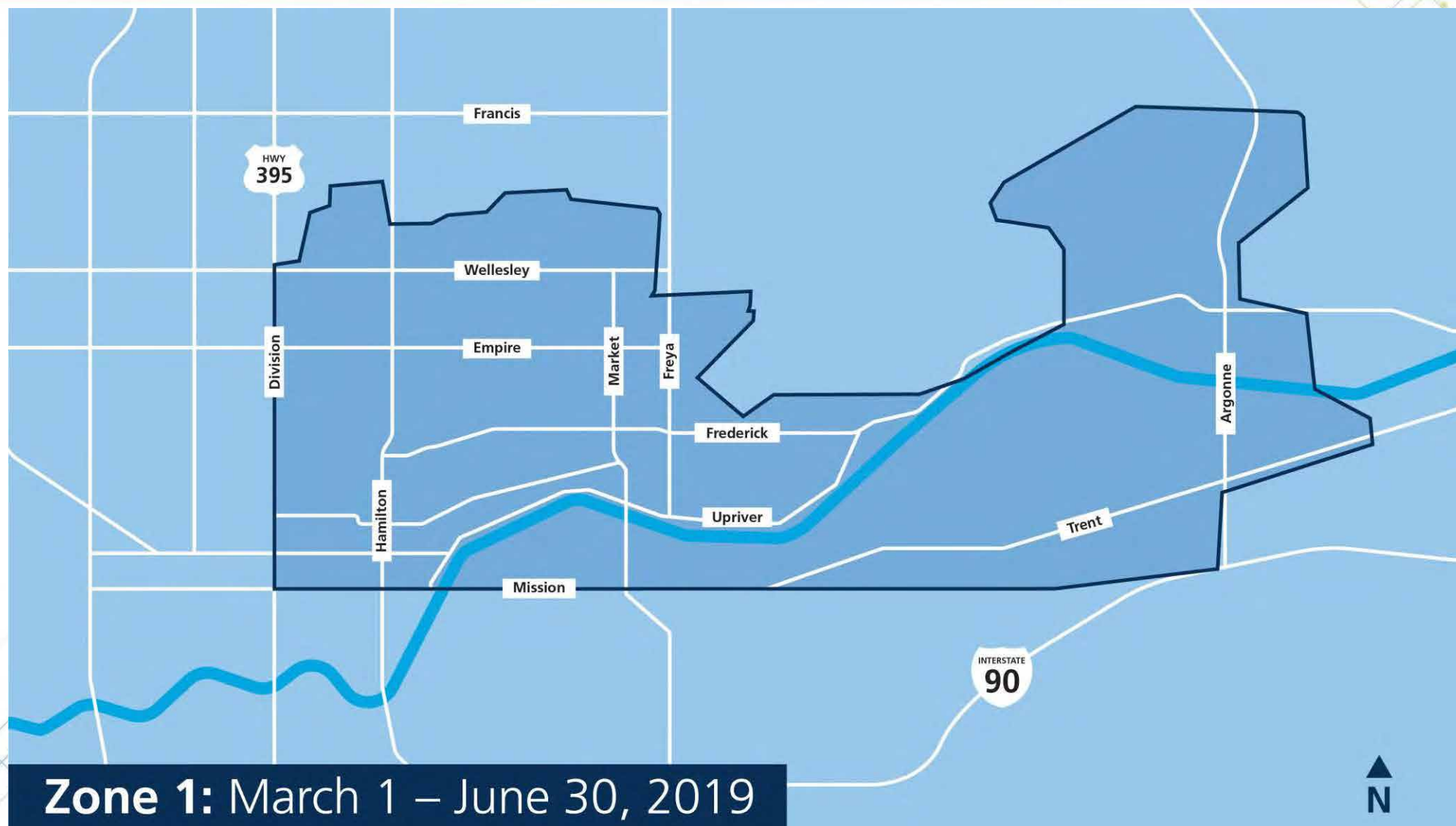
Phase 2 2019 - 2020



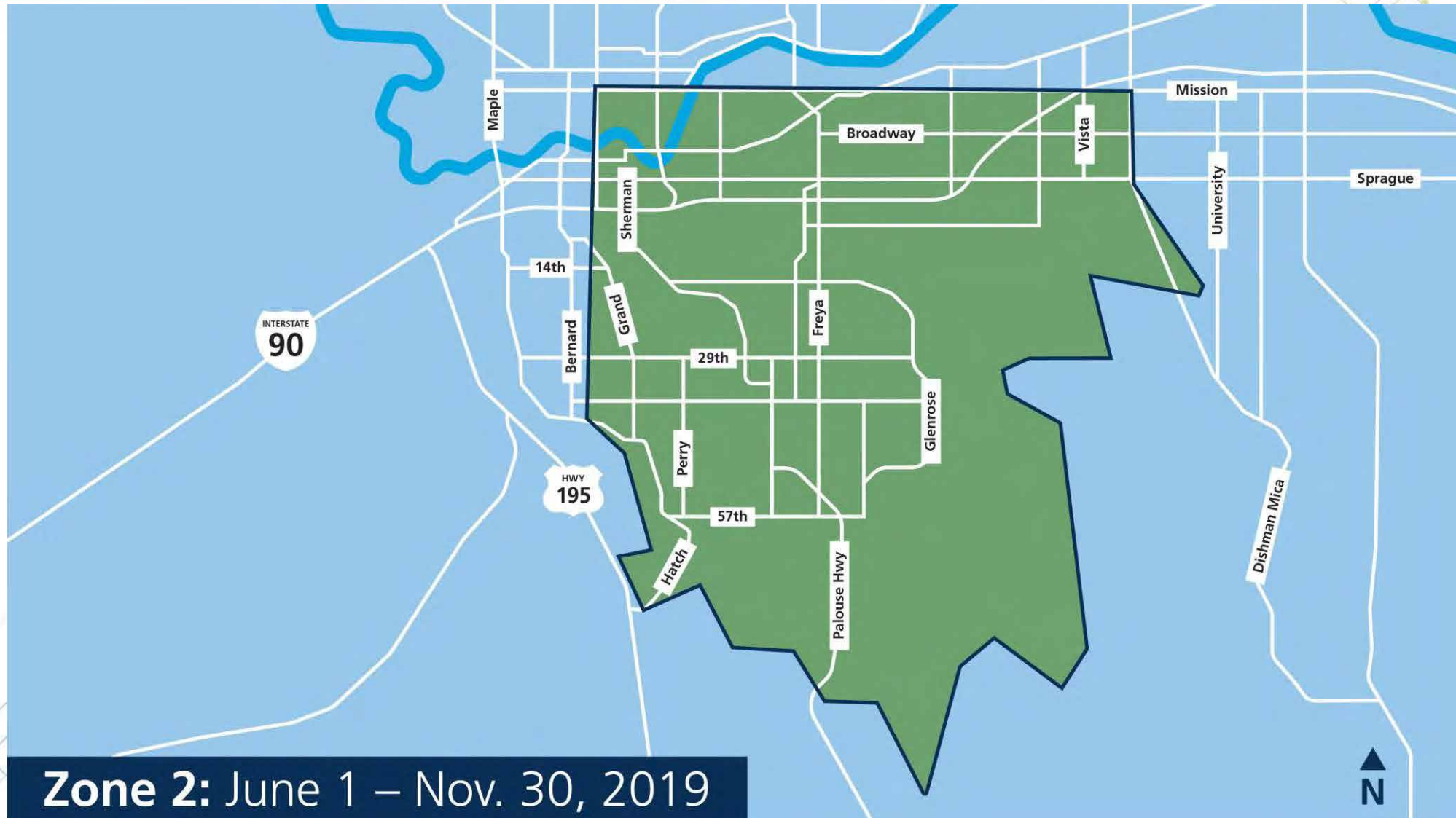
Smart Meter Deployment - 2019



Smart Meter Deployment - 2019



Smart Meter Deployment - 2019



Zone 2: June 1 – Nov. 30, 2019

Learn more at myavista.com/smartmeters

Smarter together.

Smart Meters

How They Work

More than half of the 150 million electric meters in the U.S. are smart meters. They use advanced technology and wireless communications to accurately measure and transmit consumption data to utilities.

24/7 web access
Customers can access their usage data via a computer or smart device to better understand and manage energy usage.

customer service
Smart meters ensure customers receive timely and accurate billing, and enables us to provide improved service and more choices.

Smart meters measure energy consumption and transmit that data securely via wireless communications to a nearby network router installed on a utility power pole.

Network routers send data from all the meters in their area to Avista via a secure cellular signal. They also communicate with the meters to help us troubleshoot and resolve problems more quickly.

*Edison Foundation Institute for Electric Innovation

To learn more visit myavista.com/smartmeters

Smarter together.

Smart Meters

Overview & Benefits

The new smart meters are part of an integrated system designed to make us smarter together. Powered by secure, two-way communications between your new meter and Avista, you'll be able to better monitor and manage your energy usage – and we'll be able to improve the safety, reliability, and efficiency of energy delivery for all of our customers.

You'll get information at your fingertips.
Online access to charts and graphs will give you more insight into the energy you use.

You'll have more control over your energy dollar.
It's more personalized information, which means you'll have the ability to better manage your monthly bill.

We'll be even more responsive.
Since smart meters communicate directly with Avista, we'll be able to detect – and restore – power outages even more quickly.

To learn more visit myavista.com/smartmeters

You'll receive more personalized service.
Our representatives will have more information available to provide solutions unique to your specific needs.

We'll contribute to a more sustainable community.
With this technology, we'll be able to integrate more renewables onto the system – and help reduce our region's carbon footprint.

Avista

Please be sure that your existing electric and/or natural gas meter is free from obstructions, all nets are secure, and accessible.

See you soon.
A crew is scheduled to be at the following address(es) in a few weeks:

<SERVICE_ADDRESS1> and <SERVICE_ADDRESS2>

You're about to get a new smart meter. It's part of an integrated system designed to make us **smarter together**. Powered by secure, two-way communications between your new meter and Avista, you'll be able to better monitor and manage your energy usage – and we'll be able to improve the safety, reliability, and efficiency of energy delivery for all of our customers.

If you have special needs or circumstances that require you to schedule your installation for a specific time, please call 1-866-671-1001 for an appointment.

Avista

We're smarter together.

<SEQUENCE>



Thank You!

MEMORANDUM
February 25, 2019

TO: Brian McClatchey, Spokane City Council staff

FROM: Nick Federici

RE: Local government housing finance legislative proposals

As requested by several Councilmembers, below are brief summaries, analyses, and my recommendations on several bills currently moving forward in the legislative process, pertaining to new or modified tools for local governments to fund affordable housing and / or homelessness services in communities across the state, as this is a general public policy priority adopted by the Council. Neither taking a position on any of these bills nor enactment of them into law obligates the City of Spokane to take any action or utilize any of these options.

House Bill 1406 (Robinson / Senate Bill 5646 (Kuderer)

SUMMARY: Authorizes the governing body of a county or city to impose a local sales tax, credited against the state sales tax, for affordable or supportive housing.

ANALYSIS: A local jurisdiction could increase the local sales tax by up to 0.02 percent but receive a credit against the state sales tax so that no taxes were actually increased on residents. The maximum rate imposed may not exceed either 0.01 percent or 0.02 percent. For the first 12 months following the effective date of the bill, the maximum rate of 0.02 percent is available only to:

- a city levying a qualifying local tax;
- a city located in a county that declares it will not levy the tax; and
- a county within its unincorporated areas and within the limits of a city that declares it will not levy the tax.

Beginning 12 months after the effective date of the bill, the maximum rate of 0.02 percent is available only to:

- a city levying a qualifying local tax; and
- a county within its unincorporated areas and within the limits of a city that is not levying the tax.

Beginning 12 months after the effective date of the bill, cities without a qualifying tax may impose a rate of 0.01 percent, and a county may impose a rate of 0.01 percent within the limits of a city imposing the tax at 0.01 percent. A county may not levy the tax within the limits of a city imposing the tax at 0.02 percent.

Cities or counties imposing this measure may bond against this revenue, and the revenue collected or bonds issued may only be used for:

- acquiring, rehabilitating, or constructing affordable housing, including new units of affordable housing within an existing structure or facilities providing supportive housing services to individuals with mental or behavioral disorders;
- operations and maintenance costs of new units of affordable or supportive housing; or

- Provide rental assistance to tenants, in counties with a population of 400,000 or less and cities with a population of 100,000 or less.

Based on analysis by legislative staff, this measure has the potential to raise \$1,963,000 per year in Spokane County, and could raise \$24,164,000 for construction or preservation of affordable housing if the full amount was bonded against for twenty years, as is allowed in the legislation.

RECOMMENDATION: PRO

House Bill 1581 (Fey)

SUMMARY: Authorizes cities to create local housing trust funds for affordable housing and distributes the state portion of the sales and use tax imposed on construction activities to a qualifying city's local housing trust fund, up to an annual maximum of \$5 million per city.

ANALYSIS: City legislative authorities may establish a local housing trust fund to provide funding for affordable housing. The uses of this fund are very flexible:

- construction, rehabilitation, or acquisition of low- and very-low-income units;
- matching funds for social services directly related to providing housing for special needs tenants in assisted projects;
- technical assistance, design and finance services and consultation, and administrative costs for eligible nonprofit community or neighborhood-based organizations;
- administrative costs for housing assistance groups or organizations when a grant or loan will substantially increase access to other housing funds;
- shelters and related services for the homeless;
- mortgage subsidies, including temporary rental and mortgage payment subsidies to prevent homelessness;
- mortgage insurance guarantees or payments for eligible projects; down payment or closing cost assistance for eligible first-time home buyers;
- acquisition of housing units for preservation as low- or very-low-income housing;
- projects making housing more accessible to families with members who have disabilities; and
- remodeling and improvements on certain properties as required to meet building code, licensing requirements, or legal operations when transferred from the parent of a child with developmental disabilities.

Up to 100 percent of the state portion of the sales and use tax imposed on construction activities within city limits may be distributed to a qualifying city's local housing trust fund, up to an annual maximum of \$5 million per city.

In order to qualify, a city must have a population of at least 200,000 and be located in a county with a population of less than 1.5 million. This would currently limit the eligibility solely to the cities of Tacoma and Spokane. In addition, a qualifying city must establish a local housing trust fund by July 1, 2021, and provide 100 percent of the state contribution in annual matching funds. The distributions expire on January 1, 2041.

RECOMMENDATION: PRO

House Bill 1493 (Morgan) / Senate Bill 5357 (Darneille)

SUMMARY: Authorizes counties and cities to impose an additional real estate excise tax of 0.25 percent for affordable housing.

ANALYSIS: The current real estate excise tax (REET) is assessed on the sale or transfer of real estate. The REET is assessed on the selling price, including the amount of any liens, mortgages, or other debts. Typically, the REET is paid by the seller of the property, although the buyer is liable if the REET is not paid. The real estate excise tax (REET) applies to sales of real property and is collected when the sale document is recorded with the county. The state tax rate is 1.28 percent of the selling price and the tax is imposed on the value of the real property transferred.

Cities and counties may currently impose a 0.25 percent REET on all sales of real estate. Cities and counties that are required to plan or planning under the Growth management Act (GMA) may impose a second 0.25 percent of the selling price, or REET 2. Any revenue generated from REET 2 must be used to finance capital projects specified in the capital facilities plan element of the cities' and counties' comprehensive plan.

Under this legislation, counties (other than San Juan County, which has existing special circumstances in law) and cities are authorized to impose an additional REET of 0.25 percent of the selling price for developing affordable housing. Funds may be used for acquiring, building, rehabilitating, and maintaining and operating housing for very low, low, and moderate-income persons and those with special needs. A majority of the jurisdiction's legislative authority is required to impose the additional REET tax.

RECOMMENDATION: PRO

House Bill 1219 (Walen) / Senate Bill 5195 (Kuderer)

SUMMARY: Authorizes counties and cities to use certain real estate excise tax (REET 2) revenue for facilities serving the homeless and affordable housing projects.

ANALYSIS: The current real estate excise tax (REET) is assessed on the sale or transfer of real estate. The REET is assessed on the selling price, including the amount of any liens, mortgages, or other debts. Typically, the REET is paid by the seller of the property, although the buyer is liable if the REET is not paid. The real estate excise tax (REET) applies to sales of real property and is collected when the sale document is recorded with the county. The state tax rate is 1.28 percent of the selling price and the tax is imposed on the value of the real property transferred.

Cities and counties may currently impose a 0.25 percent REET on all sales of real estate. Cities and counties that are required to plan or planning under the Growth management Act (GMA) may impose a second 0.25 percent of the selling price, or REET 2. Any revenue generated from REET 2 must be used to finance capital projects specified in the capital facilities plan element of the cities' and counties' comprehensive plan.

Since 2017, cities and counties have been authorized to use the greater of \$100,000 or 25 percent of available REET 2 revenue, not to exceed \$1 million per year, for homeless housing development through June 30, 2019, so long as certain conditions are met.

This legislation allows all counties and cities to permanently use REET 2 revenue for the planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities serving the homeless and affordable housing projects.

RECOMMENDATION: PRO

House Bill 1590 (Doglio)

SUMMARY: Authorizes county or city legislative authorities to impose the local sales and use tax for housing and related services and eliminates the requirement that the imposition of the tax be subject to the approval of a majority of county or city voters at a general or special election.

ANALYSIS: Currently, county or city legislative authorities may implement a 0.1 percent sales and use tax, if approved by a majority of voters, in order to fund housing and related services.

A minimum of 60 percent of revenues collected must be used for constructing affordable housing, affordable housing units, facilities providing housing-related services, or mental and behavior health-related services, or to fund the operations and maintenance costs of newly constructed affordable housing, facilities providing housing-related services, or evaluation and treatment centers. The affordable housing and facilities providing housing-related programs must serve any of the following individuals with income below 60 percent of area median income: individuals with mental illness, veterans, senior citizens, homeless families with children, unaccompanied homeless youth, persons with disabilities, or domestic violence victims. The remainder of the moneys collected must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

This legislation allows the local sales and use tax for this purpose to be enacted by the county or city legislative authority, rather than requiring a vote of the people within the jurisdiction.

RECOMMENDATION: City of Spokane has already taken a “pro” position on this legislation, but it is included on this list for context and a full picture of the options under consideration.

Spokane
~~Bike Share~~
Shared Mobility
2019

Policy and Operating Requirements

- Dockless shared mobility has some conflicts with City of Spokane Ordinances
- Operating requirements & Fees

Policy Conflicts

- SMC 10.17 Helmet Required
 - User required to wear
 - **Vendor required to supply/assure**
- SMC 16A.62 Motorized Personal Transportation Devices
 - **Scooter Restrictions in Downtown**
 - Restrictions in Parks
 - **Motorcycle helmet required**
 - **Restricts from arterial streets (posted speed)**
 - **Retail Zone boundary**
- Riverfront Park – Vendor 30-day Limit
- Centennial Trail – Restrict motorized vehicles

SMC 10.17 – Helmet Required

Modify or eliminate helmet requirement for vendors:

Existing Code (SMC 10.17.050-A.):

- Requires bike vendors to supply helmet or assure user has a helmet.

Proposed:

- Shared mobility vendors excluded from requirement. Promotion of helmet use & safety required as part of Operating Requirements.

SMC 10.17 – Helmet Required

Existing Code (SMC 10.17.080 - Penalties)

- Allows court to waive, reduce or suspend infraction if a Spokane Regional Health District (SRHD) helmet safety class is taken.

Proposed:

- Remove from SMC; SRHD no longer offers this class.

SMC 16A.62 – Motorized Personal Transportation Devices & Downtown Restrictions

Existing (SMC 16A.62.040):

- Scooters restricted downtown (‘Retail Zone’)

Proposed:

- Allow scooters on streets, restrict scooters from sidewalks in the downtown ‘Retail Zone’.

SMC 16A.62 – Motorized Personal Transportation Devices & Downtown Restrictions

Existing (SMC 16A.62.030-C.):

- Motorcycle helmet required for scooters

Proposed:

- Delete motorcycle helmet section; require standard bike helmet.

SMC 16A.62 – Motorized Personal Transportation Devices & Downtown Restrictions

Existing (SMC 16A.62.040):

- Scooters restricted to streets 25mph or lower (effectively restricts from most arterials).

Proposed:

- Revise speed threshold to 30mph; include code language allowing them on a street posted over 30mph if there's a designated bike facility (bike lane, trail, etc.) that can be used.

SMC 16A.62 – Motorized Personal Transportation Devices & Downtown Restrictions

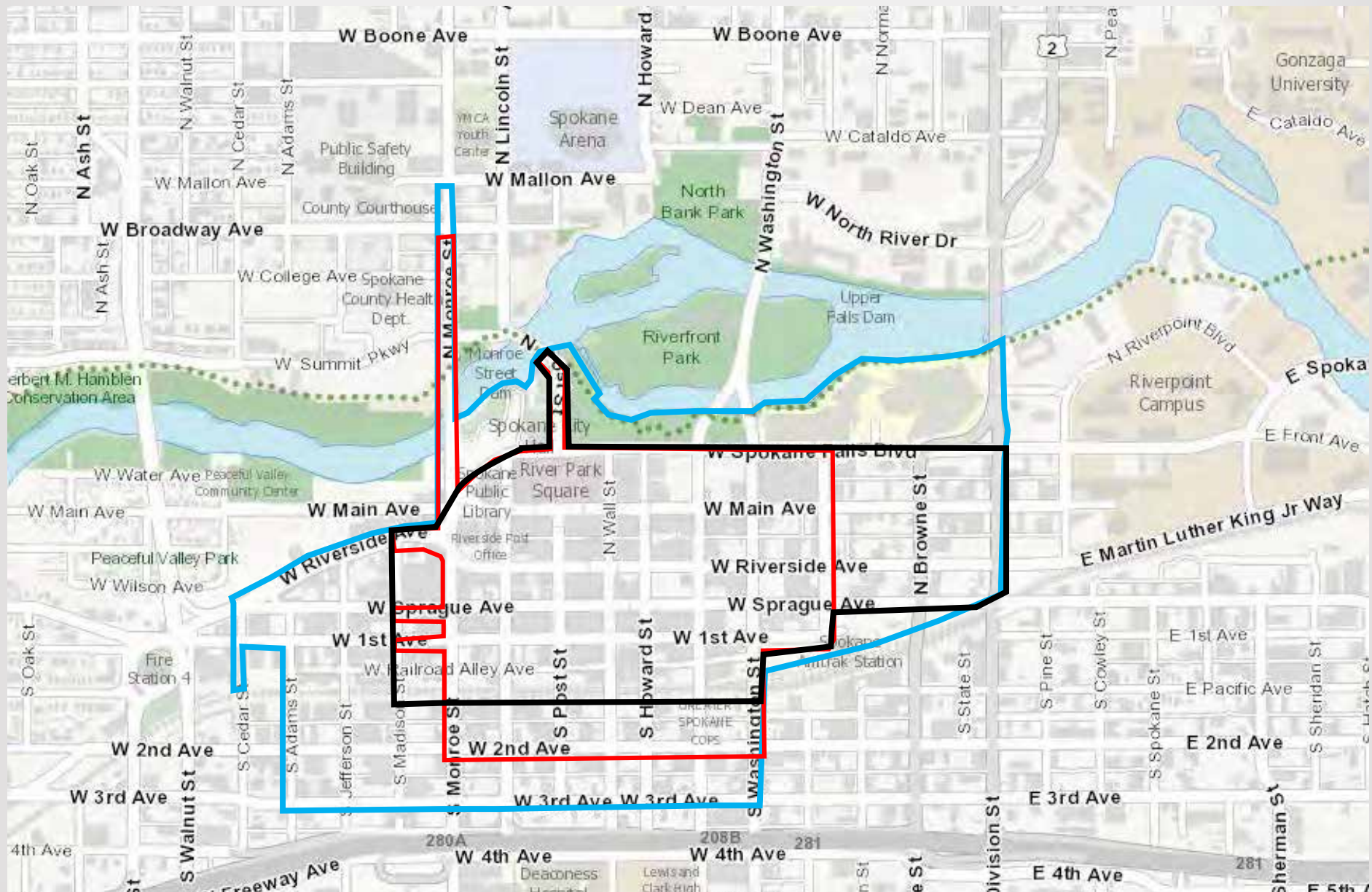
Existing (SMC 16A.04.020):

- Defined boundary for ‘Retail Zone of Congested District’

Proposed:

- Revise boundary: Generally, Spokane Falls Blvd. (North), Division St. (East), Railroad Viaduct (South), Madison St. (West)

— Existing Retail Zone



Vendor Operating Requirements

Topics to be addressed:

- General Provisions
- Operations
- Equipment & Safety
- Parking
- Communications & Community Engagement
- Data Sharing
- Metrics
- Equity

Vendor Fee Structure

Next Steps

- PSCHC - March 4th – Code Amendment Briefing
- March 7th – 1st Study Session: Operating Requirements and Vendor Fees
- March 21st – 2nd Study Session: Operating Requirements and Vendor Fees
- **March 25th Council Hearing – Code Amendments**
- March/April – Shared Mobility RFQ & Vendor Selection
- Late April/Early May – Prep for Program Relaunch
- mid-May (Bike Everywhere Week) - Relaunch

