

Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, WA 99201-2686  
(509) 325-6000

## **NOTICE OF BOARD MEETING**

NOTICE IS HEREBY GIVEN by the Board of Directors of the Spokane Transit Authority of Spokane County, Washington, that the Board will hold a meeting at 1:30 p.m. on Thursday, March 21, 2019, in the Spokane Transit Boardroom, 1230 West Boone Avenue, Spokane, Washington.

NOTICE IS FURTHER GIVEN that business to be discussed and/or action taken shall be in accordance with the attached agenda, which is also on file at the STA Administrative Offices.

THE MEETING SHALL BE OPEN TO THE PUBLIC.

BY ORDER OF THE STA BOARD OF DIRECTORS.

DATED this 21st day of March, 2019.



Dana Infalt  
Executive Assistant to the CEO  
& Clerk of the Authority

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 2:** APPROVE BOARD AGENDA

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Candace Mumm, STA Board Chair

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**SUMMARY:**

At this time, the STA Board will review and approve the meeting agenda with any revisions enclosed in the grey folders.

**RECOMMENDATION TO BOARD:** Approve Board agenda.

**FINAL REVIEW FOR BOARD BY:**

Division Head // Chief Executive Officer ESM Legal Counsel LM

Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, WA 99201-2686  
(509) 325-6000

## **BOARD MEETING**

Thursday, March 21, 2019 at 1:30 p.m.  
Spokane Transit Authority Boardroom  
1230 West Boone Avenue, Spokane, Washington

## **AGENDA**

*Estimated meeting time: 90 minutes*

1. Call to Order and Roll Call
2. Approve Board Agenda (*Candace Mumm*)
3. Public Expressions
4. Board Action - Consent Agenda: *20 minutes*
  - A. Minutes of the February 21, 2019, Board Meeting – Corrections/Approval
  - B. February 2019 Vouchers (*Lynda Warren*)
  - C. Approval of Ground Lease Agreements with the Community Colleges of Spokane – (*Karl Otterstrom*)
  - D. Approval for Temporary Construction Easement between Spokane County and STA for Moran Station Improvements – (*Karl Otterstrom*)
  - E. September 2019 Service Revisions: Final Recommendation – (*Karl Otterstrom*)
5. Board Action – Committee Recommendations: (*None*)
6. Board Action – Other (*None*)
7. Board Operations Committee: *15 minutes*
  - A. Chair Report (*Candace Mumm / Al French*)
8. Planning & Development Committee: *15 minutes*
  - A. Chair Report (*Al French / Chris Grover*)
    - i. 2019 Transit Development Plan (TDP) Board Guidance (*Karl Otterstrom*)
9. Performance Monitoring & External Relations Committee: *15 minutes*
  - A. Chair Report (*Lori Kinnear*)
    - i. Year End 2018 Performance Measures (*Roger Watkins*)
    - ii. Year End 2018 Unaudited Financial Report (*Lynda Warren*)
10. CEO Report: *15 minutes*

11. Board Information – *no action or discussion*
  - A. Committee Minutes
  - B. February 2019 Sales Tax Summary (*Lynda Warren*)
  - C. 2018 State Audit Timeline (*Lynda Warren*)
  - D. January 2019 Operating Indicators (*Roger Watkins*)
  - E. Draft SRTC 2019-2020 Unified Planning Work Program (UPWP) (*Karl Otterstrom*)
  - F. Central City Line: Third-party Agreement Status Review (*Karl Otterstrom*)
  - G. Partnership Agreement with WSDOT: WPTC Interchange Access Project– (*Karl Otterstrom*)
  - H. I-90/Valley High Performance Transit (HPT) Project Overview (*Karl Otterstrom*)
12. New Business (*5 minutes*)
13. Board Members' Expressions (*5 minutes*)
14. Adjourn

Cable 5 Broadcast Dates and Times of February 21, 2019 Board Meeting:

Saturday, February 23, 2019	4:00 p.m.
Monday, February 25, 2019	10:00 a.m.
Tuesday, February 26, 2019	8:00 p.m.

Next Committee Meetings (STA Conference Rooms, West Boone Avenue, Spokane, Washington):

Planning & Development	April 3, 2019, 10:00 a.m. (Southside) 1229 West Boone
Performance Monitoring & External Relations	April 3, 2019, 1:30 p.m. (Southside) 1229 West Boone
Board Operations	April 10, 2019, 1:30 p.m. (Northside) 1230 West Boone

Next Board Meeting: Thursday, April 18, 2019, 1:30 p.m., STA Boardroom, 1229 West Boone Avenue, Spokane, Washington.

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting on STA's website: [www.spokanetransit.com](http://www.spokanetransit.com). A video of the Board meeting may be viewed on the website the week after the meeting. Discussions concerning matters to be brought to the Board are held in Committee meetings. The public is welcome to attend and participate. Anyone wishing to address the Board of Directors on a specific subject at a Board meeting may do so by submitting written comments to the STA Chair of the Board (1230 West Boone Avenue, Spokane, WA 99201-2686) 24 hours prior to the Board meeting. Mail addressed to the Board of Directors will be distributed by STA at its next meeting. Mail addressed to a named Board Member will be forwarded to the Board Member, unopened. Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964. For more information, see [www.spokanetransit.com](http://www.spokanetransit.com). Upon request, alternative formats of this information will be produced for people who are disabled. The meeting facility is accessible for people using wheelchairs. For other accommodations, please call 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

## **PUBLIC EXPRESSIONS**

At this time, the STA Board of Directors will give the public the opportunity to express comments or opinions.

Anyone wishing to speak should sign in on the sheet provided and indicate the subject of interest. Comments will be limited to three minutes per person and, if requested, answers will be provided by staff at a later date.

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 4A** : MINUTES OF THE FEBRUARY 21, 2018, BOARD MEETING -  
CORRECTIONS AND/OR APPROVAL

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Dana Infalt, Executive Assistant to the CEO and Clerk of the Authority

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**SUMMARY:** The minutes of the February 21, 2019, Board meeting are attached for your information, corrections and/or approval.

**RECOMMENDATION TO BOARD:** Corrections and/or approval.

**FINAL REVIEW FOR BOARD BY:**

Division Head DI Chief Executive Officer ESM Legal Counsel LM

Attachment

Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201-2686  
(509) 325-6000

## **BOARD OF DIRECTORS**

Draft Minutes of the February 21, 2019, Board Meeting  
Spokane Transit Boardroom  
1230 West Boone Avenue, Spokane, Washington

### **MEMBERS PRESENT**

Candace Mumm, City of Spokane, *Chair*  
Al French, Spokane County  
Chris Grover, Small Cities Representative (Cheney)  
Lori Kinnear, City of Spokane  
Pamela Haley, City of Spokane Valley  
Josh Kerns, Spokane County  
David Condon, City of Spokane  
Sam Wood, City of Spokane Valley  
Kate Burke, City of Spokane  
Kevin Freeman, Small Cities Representative  
(Millwood) *Ex Officio*  
Mike Kennedy, Small Cities Representative  
(Liberty Lake) *Ex Officio*  
Veronica Messing, Small Cities Representative  
(Airway Heights) *Ex Officio*  
Rhonda Bowers, Labor Representative, *Non-Voting*

### **STAFF PRESENT**

E. Susan Meyer, Chief Executive Officer  
Roger Watkins, Chief Operations Officer  
Karl Otterstrom, Director of Planning & Development  
Nancy Williams, Director of Human Resources  
Brandon Rapez-Betty, Director of Communications  
& Customer Service  
Lynda Warren, Director of Finance & Information  
Services

### **PROVIDING LEGAL COUNSEL**

Laura McAloon, McAloon Law PLLC

### **MEMBERS ABSENT**

None

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1. **CALL TO ORDER AND ROLL CALL -**  
Chair Mumm called the meeting to order at 1:34 p.m. and conducted roll call. She reminded Board members of her challenge to ride the bus and encouraged them to express their recent experience of using transit as they introduced themselves.
  2. **APPROVE BOARD AGENDA**  
**Mr. French moved to approve the agenda, Mr. Grover seconded and the motion passed unanimously.**
  3. **PUBLIC EXPRESSIONS**  
Mr. Dave Tyvan spoke about his background and experiences riding the bus. He offered some constructive criticism for a few of the drivers and supervisors. Chair Mumm thanked him for appearing.
  4. **RECOGNITIONS AND PRESENTATIONS**
    - A. **4<sup>th</sup> Quarter 2018 Years of Service Awards**  
Ms. Williams advised that at the conclusion of each quarter, Spokane Transit acknowledges and recognizes its employees for their successive years of service with the organization and thanks them for their continued association. Ms. Williams listed and acknowledged individuals for having completed 5, 10, 15, 20, 30 and 35 years of service. A list of names was provided in the packet.

B. 4<sup>th</sup> Quarter 2018 Employee Recognition Committee Awards (ERC)

Ms. Williams noted that ERC is a Board approved recognition program to acknowledge employees who go the extra mile to help STA achieve core objectives. The program is administered by an employee committee and is very successful. She noted it is recognized by employees as a prestigious award. A list of the award winners was announced and included in the packet.

5. PUBLIC HEARING:

A. September 2019 Service Revisions - Draft Recommendation

Mr. Otterstrom presented draft recommendations for the September 2019 Service Revisions. He noted the entire program was reviewed last month but was being presented here as a public hearing.

Following the presentation, Chair Mumm called for comments. None were forthcoming. Chair Mumm noted she was going to close the hearing but wanted to ensure the Board could access the plan. She asked if the hyperlink in the packet or on the website could be sent to the full board. Mr. Otterstrom said that could be done and he noted that the final recommendation would be completed by the end of the month and a link will be sent to Board members when it is available.

Mr. Otterstrom noted one of the recommendations is to make the Cheney changes in May (not September). He said this is a smaller change that only requires CEO approval but staff are bringing this to the Board's attention for information.

6. BOARD ACTION – CONSENT AGENDA

- A. Minutes of the January 17, 2019, Board Meeting – Corrections/Approval
- B. January 2019 Vouchers (*Lynda Warren*)
- C. 29th and Regal Budget Reallocation – (*Karl Otterstrom*)
- D. Division Study – Agreement for the Joint Management of Division Street Transportation Planning Study between Spokane Transit Authority (STA) and Spokane Regional Transportation Council (SRTC) (*Karl Otterstrom*)

**Mr. French moved to approve Consent Agenda 6A through 6D. Ms. Haley seconded and the motion passed unanimously.**

7. BOARD ACTION – COMMITTEE RECOMMENDATIONS

A. STA Moving Forward Performance Matrix and 2019 Performance Measures

Ms. Kinnear advised that this item was presented to the Performance Monitoring and External Relations Committee on February 6, 2019. She deferred to Mr. Watkins to present.

Mr. Watkins reviewed the STA Moving Forward (STAMF) matrix components and referred directors to [www.stamovingforward.com](http://www.stamovingforward.com) for full details on what is being tracked. He then focused on the 2019 Performance Measures and noted a few are being modified for 2019 and the balance remain the same as approved by the Board in 2018. The measures being modified for 2019 include:

- Fixed Route Ridership 2019 goal-2.0% increase from 2018 ridership (2018 goal was 1.5% increase from 2017 ridership)
- Vanpool Ridership goal-1.0% increase from 2018 ridership vs. 2018 goal of 2.5% increase from 2017
- Paratransit Passengers per Revenue Hour 2019 goal is 2.8% vs. 3% in 2018
- Fixed Route Ease of use – 2019 goal is 60% vs. 58% goal in 2018 - representing the percentage of fixed route passenger boarding(s) occurring at locations where a passenger shelter is provided.
- Maintenance Cost – Paratransit / Vanpool – 2019 goal is \$1.28 (or less) per mile vs. \$0.92 (or less) per mile in 2018 - which is an increase due to replacement of mobile data computers (MDC) being reclassified as an operating expense not a capital expense.

**Ms. Kinnear recommended the Board approve the 2019 Performance Measures as presented. Mr. Grover seconded the motion and it passed unanimously.**

**B. Discuss Bus Stops at Helena and Napa Streets on Sprague**

Ms. Meyer advised that she and Mr. Otterstrom worked together to prepare the presentation and Mr. Otterstrom took the podium. He noted that the agenda item could be found in the grey folder, along with a copy of a letters received from Mr. Scott Simmons, Director of Public Works, City of Spokane. He advised this item was introduced to Board Operations Committee on March 13, 2019, and was discussed and they recommended to send it to Planning and Development Committee via the Board for consideration of the bus stop location alternatives requested in the letter. Today, staff are bringing it to the attention of the full Board for information and referral to Planning and Development Committee.

Mr. Otterstrom advised that staff will seek policy guidance related to the City of Spokane's request, as it would result in operational changes to transit service on a portion of Sprague Avenue and because it has implications for outstanding project expenses and additional high-performance transit (HPT) investments on Sprague Avenue. He reviewed the specific requests and statements of the letter and provided background context of service in that corridor. He spoke about the City of Spokane Comprehensive Plan in 2001 – themes, overall goals, and transportation options, and reminded the group the goal of *Connect Spokane*: "High Performance Transit to connect Spokane County's urban centers and destinations". He reviewed the background of the corridor and the history of changes made during the design planning stage and showed before and after pictures of stops in question.

Mr. Otterstrom provided a considerable amount of detail on the project and then reviewed the transit project expenses and noted the Board Operations Committee is recommending the written request submitted by the City of Spokane on January 24, 2019, be referred to the Planning and Development Committee for consideration.

Chair Mumm advised that Board Operations Committee had held a lengthy discussion and felt the appropriate process would be to go through the Planning and Development Committee. She said there is a lot to consider and wanted the Board to have full background. Mayor Freeman said that as a member of the Planning and Development Committee, he would be interested in hearing from Board members from the City of Spokane on the matter. Discussion ensued. Mayor Condon noted he thought city staff should be invited to the Planning and Development Committee meeting. Chair Mumm reminded of the process and explained why city staff had not been invited to the Board meeting. Chair Mumm and Mr. French provided guidance to staff of specific items they would like to hear about at the Planning and Development Committee meeting. Chair Mumm also suggested Mayor Condon communicate with Mr. Simmons regarding obtaining his delay assertions, etc., and have that information provided at Planning and Development Committee, too.

**Mr. Grover moved to forward to Planning and Development Committee as presented and to invite city staff. Mr. French seconded the motion and it passed unanimously.**

8. **BOARD ACTION – OTHER**  
None

9. **BOARD OPERATIONS COMMITTEE:**

**A. Chair's Report**

Ms. Mumm asked the Board to look at the rest of the year to try to move one or two meetings to an alternate location. She thought there might be an opportunity to take meetings deeper into community being served, suggesting possibly in Cheney. She asked if the Board would be willing to consider moving a meeting to one or two other locations.

Mr. French replied that in the past it had been done and it presented a challenge for the Audio/Video (AV) setup to record and broadcast as well as being challenging to advertise the meetings in such a fashion and to an audience that would get people to show up. He advised he wouldn't want to build the expectation that a lot more people would show up. Chair Mumm said she had already met with AV crew and they only need notice one day ahead of the meeting. She said it just might offer more convenience for people out in the West Plains

or Spokane Valley. Ms. Messing suggested it might be easier for a Committee to meet instead of full board. Ms. Mumm asked for further comments or suggestions. Brief discussion ensued.

*Mayor Freeman left the meeting.at 2:45*

*Council member Lori Kinnear left the meeting.at 2:46*

10. PLANNING & DEVELOPMENT COMMITTEE:

A. Chair's Report

Mr. Grover noted Mr. French had chaired the meeting in his absence. Mr. French said the report summarized by Mr. Otterstrom was about 29th & Regal intersection improvement budget being reallocated to the overall Monroe Regal Line as a consent agenda item. Also of note, staff provided the committee an overview of the Transit Development Plan (TDP), which is STA's six year plan that is updated annually, as well as a review of the work program for the committee, and the Central City Line Design and Public Outreach efforts. Additionally, Mr. Watkins provided an update of the Zero Emissions Fleet study.

11. PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE:

A. Chair's Report

Mr. Kerns advised that Chair Kinnear left her report with him to review. The committee approved the STA/SRTC agreement for the Division Street Study that provided for reimbursement for activities within the scope of study to be managed by STA, saying SRTC will oversee the consultant contract and will be responsible for paying for work performance. The City of Spokane also a partner in this study. The committee approved the Moving Forward Performance Matrix and 2019 Performance Measures as reported today. Reports to committee included 2019 Service Revisions, 2018 Paratransit Survey findings, and Legislative update from CEO. The next meeting is March 6th.

12. CEO REPORT

- **Ridership** - Ms. Meyer provided an in depth look at Ridership statistics for January 2019, percentage of increase/decrease, number of rides, 2019 goals, and On-Time performance for Fixed Route and Paratransit.  
She reviewed the specifics of the Fixed Route Universal Transit Access Pass (UTAP) ridership and noted Eagle Pass ridership was down 7.2%, or 6,027 rides. This reduction is a continuation of the reduction in ridership since the service change in September 2018 in Cheney and staff expects it to continue to be down until the service change in May. Ms. Meyer provided an overview of the other UTAP programs and offered that staff will provide an update to Kendall Yard program in March. She explained the difference between Revenue vs. Non-Revenue ridership and the performance for each in January. She noted staff will continue to evaluate ridership and will report in March when year-end 2018 numbers are available.
- **Revenue Update** - January 2019 Sales Tax (November 2018 Sales) up 9.7% above January 2018; 9.7% above year-to-date and 10.9% above budget year-to-date. Expenditures for 2018 have not been closed out and will be provided in March.
- **Legislative Update** – She provided committee cut off dates, the bills staff are watching, and impacts they may have on transit. Many bills still being heard are Puget Sound-centric, not applicable to STA's Public Transportation Benefit Area (PTBA). Long term goal is to electrify the fleet and many of these could benefit STA.
- **Federal Update** - Congress passed and the President signed the Fiscal year 2019 Appropriations including the Transportation – Housing & Urban Development (HUD) bill. The Grant Capital Investment Program of \$2.55B is the most relevant to STA because that is where the Small Starts grant program is (\$526.5M v. \$401M in 2018). This is the year staff expects to have an agreement with FTA for the Central City Line. Also reviewed were the Bus/Bus Facilities funding for (*formula*) and (*competitive*) grants and also the Low/No emissions grants (*competitive*).
- **Surplus Van Grant Program** – Applications accepted through February 22<sup>nd</sup> and review, scoring, and announcements will occur in March, with distribution anticipated in May.

- **Boone Northwest Garage** – pictures and brief update. On time, on budget.
- **Folding E-Bikes** – Allowed on buses as long as they are able to be folded and stowed out of the aisle. Chair Mumm requested a demonstration of a folding e-bike in the future.
- **Transportation Demand Management Executive Board** – Ms. Meyer was appointed to the board and will provide information as the group develops plans and recommendations to the Secretary of Transportation Washington State.
- **Central City Line Open House** – Held February 19<sup>th</sup>; 60% design renderings of stations; over 50 members of public in attendance. The next open house will be associated with the construction phasing review in the fall of 2019.
- **American Public Transportation Association (APTA)** hosts a legislative conference annually in Washington, DC. She advised Chair Mumm, Commissioner French, Deputy Mayor Haley, and Mayor Freeman will accompany CEO and staff in mid-March.

13. BOARD INFORMATION

- A. Committee Minutes
- B. January 2019 Sales Tax Summary
- C. December 2018 Operating Indicators
- D. 2019 Transit Development Plan (TDP) Overview
- E. Central City Line (CCL): Design and Public Outreach Update
- F. 4<sup>th</sup> Quarter 2018 Service Planning Public Input Report
- G. Low Income Pass Program – Update
- H. 2018 Paratransit Survey Findings

14. NEW BUSINESS

*(None)*

15. BOARD MEMBERS' EXPRESSIONS

Mr. Kennedy complimented STA for the program that provides retired vans to organizations. Merry Glen is a residential home that his daughter lived in for many years. The program provides vehicles and allows these organizations to offer a better quality of life to residents. He thinks STA does a lot of good things but this program has an especially warm place in his heart, providing quality of life to individuals that really need the help.

Mayor Grover complimented STA on behalf of the City of Cheney and EWU students for staff's quick and thoughtful response to the decrease in ridership. He mentioned there had been a lot of construction and the redesign of the PUB also affected ridership, but said he really appreciated the quick response.

16. EXECUTIVE SESSION – 3:10 – 3:30; 3:30 – 3:40

At 3:10 p.m., Ms. McAloon announced that the Board would adjourn for an Executive Session for the following purpose:

1. Considering the selection of a site or the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price.  
(RCW 42.30.110(1)(b)).
2. To discuss Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party.  
(RCW 42.30.110(1)(i)).
3. Although collective bargaining is not subject to the Open Public Meetings Act, the Board is announcing its intent to discuss that as well.

The STA Board of Directors will reconvene in open session at approximately 3:30 p.m. If it becomes necessary to extend the Executive Session, Legal Counsel or a member of staff will return to announce the time at which the STA Board will reconvene.

At 3:30 p.m. Ms. McAloon said the Board will reconvene at 3:40 p.m.

*Council Member Veronica Messing left meeting at 3:30*

*Mayor David Condon left meeting at 3:30*

At 3:40 p.m. the Board of Directors reconvened.

**Mr. French moved to approve the proposed contract with AFSCME 3939 for 2018 through 2021. Mr. Wood seconded and it passed unanimously.**

17. ADJOURNED

With no further business to come before the Board, Chair Mumm adjourned the meeting at 3:40 p.m.

Respectfully submitted,



Dana Infalt

Clerk of the Authority

Cable 5 Broadcast Dates and Times of February 14, 2018 Board Meeting:

Saturday, February 23, 2018	4:00 p.m.
Monday, February 25, 2018	10:00 a.m.
Tuesday, February 26, 2018	8:00 p.m.

Next Committee Meetings (STA Conference Rooms, West Boone Avenue, Spokane, Washington):

Planning & Development	March 6, 2019, 10:00 a.m. (Southside) 1230 West Boone
Performance Monitoring & External Relations	March 6, 2019, 1:30 p.m. (Southside) 1230 West Boone
Board Operations	March 13, 2019, 1:30 p.m. (Northside) 1230 West Boone

Next Board Meeting: Thursday, March 21, 2019, 1:30 p.m., STA Boardroom, 1230 West Boone Avenue, Spokane, Washington.

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 4B :** FEBRUARY 2019 VOUCHERS - MOTION

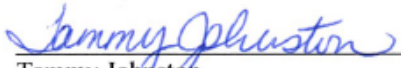
**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Lynda Warren, Director of Finance & Information Services  
Lynn Holmes, Financial Services Manager  
Tammy Johnston, Budget and Accounting Manager

**SUMMARY:** The following warrants and ACH transfers for the period of February 1 through 28, 2019, have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for STA Board approval. Supporting invoices are in the Finance Department for review.

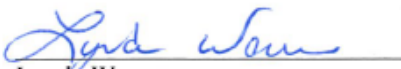
<u>DESCRIPTION</u>	<u>VOUCHER/ACH NUMBERS</u>	<u>AMOUNT</u>
Accounts Payable Vouchers (February)	Nos. 601921 – 602219	\$ 3,101,747.71
Workers Comp Vouchers (February)	ACH – 2286	\$ 110,452.62
Payroll 02/01/19	ACH – 02/01/19	\$ 1,207,947.85
Payroll 02/15/19	ACH – 02/15/19	\$ 1,748,686.59
WA State – DOR (Use Tax) (February)	ACH – 1767	\$ 11,061.16
<b>FEBRUARY TOTAL</b>		<b>\$ 6,179,895.93</b>

Certified:

  
Tammy Johnston  
Budget and Accounting Manager

  
Lynn Holmes  
Financial Services Manager

This certifies that the above vouchers have been audited and certified as required by RCW 42.24.080

  
Lynda Warren  
Director of Finance & Information Services  
(Auditing Officer)

**RECOMMENDATION TO BOARD:** Approve claims as listed above.

**FINAL REVIEW FOR BOARD BY:**

Division Head LW Chief Executive Officer ESM Legal Counsel LM

Spokane Transit Authority  
Vouchers - February 2019

<u>Check Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Reference</u>	<u>Amount</u>
09/13/18	600178	United Way of Spokane County	VOID	-210.60
02/01/19	601921	Action Materials Inc	2312	233.52
02/01/19	601922	AFSCME	1328	356.77
02/01/19	601923	AFSCME	1328	142.00
02/01/19	601924	Amazon Capital Services Inc	2098	1,645.94
02/01/19	601925	Amalg Transit Union #1015	1055	17,086.42
02/01/19	601926	Amalg Transit Union #1598	1056	605.50
02/01/19	601927	NAF Fairchild AFB	1466	195.85
02/01/19	601928	Appleway Chevrolet Inc	1068	1,249.15
02/01/19	601929	Avista Corporation	1081	3,937.83
02/01/19	601930	Robert J Berg	1099	130.56
02/01/19	601931	Blacks Wholesale Distributing	1108	48.07
02/01/19	601932	Blanchard Auto Electric Co	1109	1,252.40
02/01/19	601933	The Braun Corporation	1117	796.49
02/01/19	601934	Broadway Industrial Supply Co LLC	1120	153.41
02/01/19	601935	Daniel H Brunner Trustee	1124	643.33
02/01/19	601936	California Department of Child Support Services	1130	198.92
02/01/19	601937	Camp Automotive Inc	1024	324.84
02/01/19	601938	Carquest Auto Parts	1025	445.41
02/01/19	601939	QWEST Corporation	1148	120.14
02/01/19	601940	Child Support Enforcement Agency	1825	392.30
02/01/19	601941	City of Spokane	1601	104.40
02/01/19	601942	Spokane Regional Clean Air Agency	1602	596.00
02/01/19	601943	Idaho Truck Specialties LLC	1161	851.90
02/01/19	601944	Coffman Engineers Inc	1162	13,129.38
02/01/19	601945	Compunet Inc	1166	1,833.03
02/01/19	601946	Occupational Health Centers of Washington PS	2313	95.00
02/01/19	601947	Consolidated Irrigation	1177	22.00
02/01/19	601948	Washington State Dept of Corrections	1708	4,148.15
02/01/19	601949	Cummins Inc	1027	2,706.42
02/01/19	601950	Delta Dental of Washington	1726	55,774.50
02/01/19	601951	Delta Dental of Washington	1726	391.40
02/01/19	601952	GEM Inc	1005	647.32
02/01/19	601953	Department of Social and Health Services	1210	3,538.47
02/01/19	601954	Employee Advisory Council	1236	515.50
02/01/19	601955	El Jay Oil Co Inc	1003	27,436.23
02/01/19	601956	First Data Merchant Services Corporation	1257	6,229.62
02/01/19	601957	Frontier Behavioral Health	2039	1,635.98
02/01/19	601958	Galls LLC	1271	187.68
02/01/19	601959	Garco Construction Inc	2173	347,830.38
02/01/19	601960	Gard Communications Inc	1272	576.50
02/01/19	601961	General Fire Extinguisher Service Inc	1274	136.76
02/01/19	601962	SPX Corporation	1268	152.11
02/01/19	601963	Gillig LLC	1279	9,575.75
02/01/19	601964	Diamond Auto Glass Inc	1308	239.36
02/01/19	601965	Goodson Manufacturing Company	1284	308.46
02/01/19	601966	W.W. Grainger Inc	1285	4,893.05
02/01/19	601967	Haskins Steel Co	1309	221.51
02/01/19	601968	HRA Veba Trust	1415	24,258.30
02/01/19	601969	Humanix Corp	1329	3,179.52
02/01/19	601970	IBI Group	1336	4,790.00
02/01/19	601971	Kaiser Foundation Health Plan of Washington	1296	470.00
02/01/19	601972	Kaiser Foundation Health Plan of Washington	1296	26,216.86
02/01/19	601973	Kaiser Foundation Health Plan of Washington	1296	288,690.95
02/01/19	601974	Kaiser Foundation Health Plan of WA Options Inc	1295	3,959.84
02/01/19	601975	Kaiser Foundation Health Plan of WA Options Inc	1295	20,908.26
02/01/19	601976	NaviTabs	1950	46.46
02/01/19	601977	Les Schwab Tire Centers of Washington Inc	1393	1,767.12
02/01/19	601978	Maintenance Solutions	1418	411.37
02/01/19	601979	McAloon Law PLLC	2178	6,630.00
02/01/19	601980	McGuire Bearing Company	1010	46.52
02/01/19	601981	Car Wash Partners Inc	1436	6.40
02/01/19	601982	Mohawk Manufacturing & Supply Co	1011	274.26
02/01/19	601983	Motion Auto Supply Inc	1012	202.17
02/01/19	601984	MV Public Transportation Inc	1452	272,851.41

<u>Check Date</u>	<u>Check #</u>	<u>Pavee</u>	<u>Reference</u>	<u>Amount</u>
02/01/19	601985	Genuine Parts Company	1014	2,619.64
02/01/19	601986	NAPA Auto Parts Inc	1014	808.45
02/01/19	601987	Network Contracting LLC	2245	390.00
02/01/19	601988	The Aftermarket Parts Company LLC	1015	1,441.02
02/01/19	601989	North 40 Outfitters	1102	108.75
02/01/19	601990	Northwest Business Stamp	1472	238.27
02/01/19	601991	Office Depot Inc	1483	163.06
02/01/19	601992	Pacific Office Solutions	2288	8,146.75
02/01/19	601993	Pacific Power Group LLC	1496	603.61
02/01/19	601994	Paratransit Inc	1501	173,556.78
02/01/19	601995	Parr Lumber	2299	365.72
02/01/19	601996	Platt Electric Supply	1517	468.11
02/01/19	601997	Power Machine Service Inc	1519	425.63
02/01/19	601998	Professional Finishes	1526	2,721.59
02/01/19	601999	Remix Software Inc	1842	34,287.64
02/01/19	602000	S & J Engines Inc	1801	816.00
02/01/19	602001	S T A - Well	1557	364.00
02/01/19	602002	Safety Kleen Systems Inc	1564	1,886.60
02/01/19	602003	Schetky Northwest Sales Inc	1570	692.79
02/01/19	602004	Senske Lawn & Tree Care Inc	2194	80.51
02/01/19	602005	Vanessa Bogensberger	1582	1,193.76
02/01/19	602006	Six Robbles Inc	1017	1,566.05
02/01/19	602007	Spokane Hardware Supply	1604	102.85
02/01/19	602008	Spokane House of Hose Inc	1605	669.71
02/01/19	602009	Spokane Valley Power Tool	1615	34.21
02/01/19	602010	Spray Center Electronics Inc	1619	77.05
02/01/19	602011	STA Operations	1556	92.00
02/01/19	602012	Staples Business Credit	1627	1,048.70
02/01/19	602013	Tennant Sales & Service Company	1647	1,595.66
02/01/19	602014	The Engraver Inc	1242	50.59
02/01/19	602015	Titan Truck Equipment Inc	1655	541.56
02/01/19	602016	Trapeze Software Group	1669	1,039.15
02/01/19	602017	United Way of Spokane County	1684	270.00
02/01/19	602018	American Federation of State County 2 WA Council	1705	1,740.30
02/01/19	602019	Washington State	1710	8,037.75
02/01/19	602020	Walter E Nelson Co	1721	1,599.36
02/01/19	602021	Wells Fargo Financial Leasing Inc	1735	1,067.37
02/01/19	602022	Whitley Fuel LLC	2016	159,911.32
02/01/19	602023	Wilbur Ellis Company	1747	40.00
02/01/19	602024	US Bank	1678	9,632.04
02/08/19	602025	Ash & Rowan Hardware LLC	2278	165.33
02/08/19	602026	Moline Inc	1042	429.06
02/08/19	602027	Amazon Capital Services Inc	2098	522.40
02/08/19	602028	Associated Industries of the Inland Northwest	1075	1,206.00
02/08/19	602029	Appleway Chevrolet Inc	1068	435.71
02/08/19	602030	Away With Words	2168	82.64
02/08/19	602031	Battery Systems Inc	1089	2,440.19
02/08/19	602032	Cleland Investments	2038	62.01
02/08/19	602033	Robert J Berg	1099	282.88
02/08/19	602034	Blanchard Auto Electric Co	1109	204.99
02/08/19	602035	Budinger & Associates Inc	2149	1,537.34
02/08/19	602036	Canon Financial Services Inc	1154	195.84
02/08/19	602037	Carquest Auto Parts	1025	1,663.47
02/08/19	602038	CDW-Government	1132	414.31
02/08/19	602039	Consolidated Electrical Distributors Inc	1133	72.13
02/08/19	602040	QWEST Corporation	1148	308.72
02/08/19	602041	City of Spokane	1601	2,000.00
02/08/19	602042	Coffman Engineers Inc	1162	59,950.43
02/08/19	602043	Comcast	1170	98.03
02/08/19	602044	Comcast	1170	108.34
02/08/19	602045	Comcast	1170	352.30
02/08/19	602046	Compunet Inc	1166	93,473.12
02/08/19	602047	Occupational Health Centers of Washington PS	2313	190.00
02/08/19	602048	Contract Design Associates Inc	2306	779.96

<u>Check Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Reference</u>	<u>Amount</u>
02/08/19	602049	Creative Bus Sales Inc	1233	100.87
02/08/19	602050	Cummins Inc	1027	8,962.43
02/08/19	602051	Dell Marketing LP	1204	2,157.53
02/08/19	602052	Galls LLC	1271	1,938.84
02/08/19	602053	The General Store	1956	97.25
02/08/19	602054	Gillig LLC	1279	11,020.17
02/08/19	602055	H & H Business Systems	1298	340.30
02/08/19	602056	Humanix Corp	1329	3,011.41
02/08/19	602057	IBI Group	1336	23,869.19
02/08/19	602058	Jacobs Engineering Group Inc	2285	3,474.41
02/08/19	602059	KEPRO	2258	1,037.74
02/08/19	602060	Kershaw's Inc	1374	263.14
02/08/19	602061	Lawton Printing Inc	1950	1,201.15
02/08/19	602062	Life Ins Co of N America	1397	14,733.11
02/08/19	602063	Mohawk Manufacturing & Supply Co	1011	500.36
02/08/19	602064	Motion Auto Supply Inc	1012	111.09
02/08/19	602065	Muncie Reclamation and Supply Co	1013	196.10
02/08/19	602066	Black Realty Management Inc	1658	12,914.55
02/08/19	602067	Genuine Parts Company	1014	753.67
02/08/19	602068	NAPA Auto Parts Inc	1014	1,257.50
02/08/19	602069	Nelson Nygaard Consulting Associates	2185	14,447.25
02/08/19	602070	Sean Nemec	2322	131.15
02/08/19	602071	The Aftermarket Parts Company LLC	1015	947.94
02/08/19	602072	Pacific Power Group LLC	1496	642.07
02/08/19	602073	Premiera Blue Cross	1521	348,403.30
02/08/19	602074	Romaine Electric Corporation	1548	291.76
02/08/19	602075	SBA Towers II LLC	1569	2,112.16
02/08/19	602076	Schetky Northwest Sales Inc	1570	310.43
02/08/19	602077	Securitas Security Svcs	1574	23,415.04
02/08/19	602078	Six Robblees Inc	1017	408.08
02/08/19	602079	Spokane House of Hose Inc	1605	224.85
02/08/19	602080	Summit Law Group PLLC	1637	3,955.00
02/08/19	602081	Summit Rehabilitation Associates PLLC	1638	217.50
02/08/19	602082	Symetra Life Insurance Company	1562	3,833.68
02/08/19	602083	Thermo King Northwest	1650	526.55
02/08/19	602084	Trapeze Software Group	1669	85,363.40
02/08/19	602085	TrendSource Inc	1671	2,381.11
02/08/19	602086	US Bank National Association	1698	14,962.80
02/08/19	602087	Walter E Nelson Co	1721	1,604.81
02/08/19	602088	West Central Community Development Association	2262	875.00
02/08/19	602089	Wells Fargo Financial Leasing Inc	1735	146.89
02/08/19	602090	Wendle Motors Incorporated	1021	334.88
02/15/19	602091	4Imprint Inc	1263	3,643.25
02/15/19	602092	Inland Welding Supply Inc	1032	787.71
02/15/19	602093	CBS Reporting Inc	1035	323.75
02/15/19	602094	AFSCME	1328	356.77
02/15/19	602095	AFSCME	1328	142.00
02/15/19	602096	Allied Electronics Inc	1049	193.49
02/15/19	602097	Amazon Capital Services Inc	2098	674.31
02/15/19	602098	Northwest Industrial Services LLC	1058	92.00
02/15/19	602099	Associated Credit Service Inc	1882	711.75
02/15/19	602100	Amalg Transit Union #1015	1055	17,141.69
02/15/19	602101	Amalg Transit Union #1598	1056	605.50
02/15/19	602102	Amalgamated Transit Union	1057	385.78
02/15/19	602103	Auto B Clean Inc	1077	2,220.50
02/15/19	602104	Avista Corporation	1081	13,937.28
02/15/19	602105	Battery Systems Inc	1089	645.67
02/15/19	602106	Blanchard Auto Electric Co	1109	739.51
02/15/19	602107	Daniel H Brunner Trustee	1124	2,027.33
02/15/19	602108	California Department of Child Support Services	1130	198.92
02/15/19	602109	Calvary Spokane	1136	1,124.56
02/15/19	602110	Camp Automotive Inc	1024	127.10
02/15/19	602111	Carquest Auto Parts	1025	310.73
02/15/19	602112	Consolidated Electrical Distributors Inc	1133	345.00
02/15/19	602113	QWEST Corporation	1148	265.50
02/15/19	602114	Child Support Enforcement Agency	1825	392.30
02/15/19	602115	City of Spokane	1601	2,437.88
02/15/19	602116	Spokane Regional Clean Air Agency	1602	3,715.00
02/15/19	602117	Comcast	1170	252.20

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02/15/19	602118	Occupational Health Centers of Washington PS	2313	281.00
02/15/19	602119	WA State Consolidated Technology Services	1712	141.97
02/15/19	602120	Critical Data Inc	2003	16,540.00
02/15/19	602121	Cummins Inc	1027	17,138.08
02/15/19	602122	DeVries Business Records Management Inc	1766	220.00
02/15/19	602123	Downtown Spokane Development Association	1217	4,175.00
02/15/19	602124	Department of Social and Health Services	1210	3,538.47
02/15/19	602125	Employee Advisory Council	1236	515.50
02/15/19	602126	El Jay Oil Co Inc	1003	1,599.69
02/15/19	602127	Fastenal Company	1249	684.47
02/15/19	602128	Federal Express Corporation	1808	105.78
02/15/19	602129	FedEx	1808	53.69
02/15/19	602130	Galls LLC	1271	1,027.05
02/15/19	602131	SPX Corporation	1268	572.71
02/15/19	602132	Gillig LLC	1279	19,805.57
02/15/19	602133	H & H Business Systems	1298	1,400.20
02/15/19	602134	Helm Incorporated	1311	650.00
02/15/19	602135	Hogan Mfg Inc	1008	1,854.59
02/15/19	602136	Cramblit Inc	1322	544.00
02/15/19	602137	Humanix Corp	1329	1,831.07
02/15/19	602138	IBI Group	1336	74,448.67
02/15/19	602139	ICMA Retirement Corporation	1335	176.72
02/15/19	602140	IdentiSys Inc	2159	2,029.12
02/15/19	602141	Financial Assistance Inc	2328	1,685.41
02/15/19	602142	Peridot Publishing LLC	2326	850.00
02/15/19	602143	Loomis Armored US LLC	1408	5,830.43
02/15/19	602144	Mohawk Manufacturing & Supply Co	1011	690.40
02/15/19	602145	Mohawk Resources LTD	1796	34,896.61
02/15/19	602146	Motion Auto Supply Inc	1012	248.85
02/15/19	602147	Black Realty Management Inc	1658	19,942.17
02/15/19	602148	Genuine Parts Company	1014	2,494.65
02/15/19	602149	NAPA Auto Parts Inc	1014	465.01
02/15/19	602150	The Aftermarket Parts Company LLC	1015	2,422.69
02/15/19	602151	Northwest Vital Records Center Inc	1476	440.61
02/15/19	602152	Office Depot Inc	1483	1,252.12
02/15/19	602153	Oil Re-Refining Co Inc	1486	2,737.68
02/15/19	602154	Pacific Power Group LLC	1496	1,354.75
02/15/19	602155	Pitney Bowes Global Financial Svcs LLC	1512	163.43
02/15/19	602156	Professional Finishes	1526	7,570.33
02/15/19	602157	Multi Service Technology Solutions Inc	2146	360.63
02/15/19	602158	Roadwise Inc	1546	6,286.29
02/15/19	602159	S T A - Well	1557	365.00
02/15/19	602160	Vanessa Bogensberger	1582	2,064.49
02/15/19	602161	Spokane House of Hose Inc	1605	555.55
02/15/19	602162	Spokane Pump Inc	1609	722.70
02/15/19	602163	Cowles Publishing Company	1616	1,200.00
02/15/19	602164	The Spokesman Review	1616	214.20
02/15/19	602165	Sportworks Northwest Inc	1617	1,423.50
02/15/19	602166	Standard Digital Print Co Inc	1623	81.61
02/15/19	602167	Summit Rehabilitation Associates PLLC	1638	225.00
02/15/19	602168	The Engraver Inc	1242	156.13
02/15/19	602169	Thermo King Northwest	1650	79.64
02/15/19	602170	Toyota Lift Northwest	2218	56,014.59
02/15/19	602171	Trapeze Software Group	1669	65,396.42
02/15/19	602172	United Way of Spokane County	1684	480.60
02/15/19	602173	Vic B Linden & Sons Sign Advertising Inc	1401	50.31
02/15/19	602174	American Federation of State County 2 WA Council	1705	1,729.48
02/15/19	602175	Wells Fargo Financial Leasing Inc	1735	1,065.18
02/15/19	602176	Wendle Motors Incorporated	1021	316.22
02/15/19	602177	Washington Self-Insurers Association	1728	425.00
02/22/19	602178	Alsco Inc	2196	7,123.87
02/22/19	602179	Steven W Niles Jr	2276	141.44
02/22/19	602180	Northwest Center Services	2271	3,528.05
02/22/19	602181	Avista Corporation	1081	47,999.87
02/22/19	602182	Battery Systems Inc	1089	2,354.13
02/22/19	602183	Cleland Investments	2038	41.34
02/22/19	602184	Camp Automotive Inc	1024	626.68
02/22/19	602185	Carquest Auto Parts	1025	377.91
02/22/19	602186	Consolidated Electrical Distributors Inc	1133	132.84
02/22/19	602187	CHK America Inc	1155	3,150.00
02/22/19	602188	City of Cheney - Utility	1158	340.63

<u>Check Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Reference</u>	<u>Amount</u>
02/22/19	602189	City of Medical Lake	1424	75.61
02/22/19	602190	City of Spokane	1601	2,900.65
02/22/19	602191	Cummins Inc	1027	16,991.42
02/22/19	602192	DW Excavating Inc	2297	33,305.68
02/22/19	602193	El Jay Oil Co Inc	1003	1,269.91
02/22/19	602194	Fastenal Company	1249	2,995.13
02/22/19	602195	FP Mailing Solutions	1878	3,000.00
02/22/19	602196	Galls LLC	1271	2,082.21
02/22/19	602197	Gillig LLC	1279	18,512.72
02/22/19	602198	H & H Business Systems	1298	256.92
02/22/19	602199	Humanix Corp	1329	2,744.64
02/22/19	602200	Oil Price Information Service LLC	1346	131.65
02/22/19	602201	Kirk's Automotive Inc	1007	225.00
02/22/19	602202	Liberty Lake Sewer and Water District	1396	116.47
02/22/19	602203	Modern Electric Water Co Inc	1439	2,063.66
02/22/19	602204	Mohawk Manufacturing & Supply Co	1011	97.56
02/22/19	602205	Black Realty Management Inc	1658	10,387.69
02/22/19	602206	Dwain Weems	900	44.52
02/22/19	602207	Emily Courchaine	900	14.98
02/22/19	602208	Michael Hill	900	14.83
02/22/19	602209	Multi Service Technology Solutions Inc	2146	246.41
02/22/19	602210	Securitas Security Svcs	1574	13,431.36
02/22/19	602211	Vanessa Bogensberger	1582	395.49
02/22/19	602212	Standard Digital Print Co Inc	1623	0.00
02/22/19	602213	Verizon Wireless LLC	1686	7,354.89
02/22/19	602214	Walter E Nelson Co	1721	48.31
02/22/19	602215	Waste Management Spokane	1702	365.64
02/22/19	602216	Whitley Fuel LLC	2016	109,205.67
02/22/19	602217	Whitworth Water District	1746	22.06
02/22/19	602218	Washington State Transit Assoc	1715	32,000.00
02/22/19	602219	Zero dB Communications LLC	2315	1,060.80
TOTAL FEBRUARY ACCOUNTS PAYABLE				3,101,747.71
2/1/19-2/28/19	ACH	WORKER'S COMPENSATION	2286	110,452.62
TOTAL FEBRUARY WORKER'S COMPENSATION DISBURSEMENTS				110,452.62
2/1/19	725561-725602	PAYROLL AND TAXES PR 03,19	VARIES	1,207,947.85
2/15/19	725603-725639	PAYROLL AND TAXES PR 04,19	VARIES	1,748,686.59
TOTAL FEBRUARY PAYROLL AND TAXES				2,956,634.44
2/25/19	ACH	WA STATE - DOR (USE TAX)	1767	11,061.16
TOTAL FEBRUARY EXCISE TAX DISBURSEMENT				11,061.16
TOTAL FEBRUARY DISBURSEMENTS FROM TO1 ACCOUNTS				6,179,895.93
TOTAL FEBRUARY DISBURSEMENTS FROM TO5 TRAVEL ADVANCE ACCOUNT				0.00
TOTAL FEBRUARY DISBURSEMENTS TO1 & TO5 ACCOUNTS				6,179,895.93

# SPOKANE TRANSIT AUTHORITY

## BOARD MEETING OF

March 21, 2019

**AGENDA ITEM 4C :** APPROVAL OF GROUND LEASE AGREEMENTS WITH  
COMMUNITY COLLEGES OF SPOKANE

**REFERRAL COMMITTEE:** Board Operations

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Jessica Charlton, Capital Projects Manager

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**SUMMARY:** In January 2017, a Memorandum of Understanding (MOU) was executed between STA, the Community Colleges of Spokane, and the City of Spokane related to the Ft. George Wright Station and Corridor Plan. More specifically, this MOU introduced the potential for construction and operation of a transit station on the Spokane Falls Community College campus. Similarly, in August 2017 a Memorandum of Understanding was executed between STA, the Community Colleges of Spokane, and the City of Spokane as related to construction and operation of a larger transit center located on the Spokane Community College campus.

In each case, the MOUs memorialized that STA would pursue funding opportunities for the design and construction of the new transit facilities and the Community Colleges of Spokane would endeavor to commit land for the construction and operation of the transit facilities. Coordination with each campus has continued since that time and has resulted in obtaining Washington State Regional Mobility Grant funding, working through the feasibility and basic layouts that have moved on to concurrence on design, engineering and construction documents.

At this time a partnership is proposed between the Community Colleges of Spokane and Spokane Transit to establish each party's roles and responsibilities for construction and operation of the facilities within each campus. Attached are the draft agreements that have been reviewed by STA Legal Counsel and the assigned assistant attorney general for the Community Colleges of Spokane

As proposed, STA would pay an annual rent associated with the SCC Transit Center in the amount of \$16,892 per year and \$6,970 per year as associated with the Spokane Falls Station. Rent is based on the number of parking stalls lost as a result of the construction and would be recalculated every three years. STA will maintain and operate each facility for an initial term of 20 years. STA will maintain the transit facilities and, at its own expense, pay for on-site security. Each agreement includes language that allows for the construction as a whole, ingress, egress, temporary easements, and permanent easements. The agreements also contemplate the termination of existing agreements for the transit facilities at Spokane Community College near Greene Street, at a savings of \$2,103.34 annually, and the shelters placed on SFCC campus property adjacent to Fort George Wright Drive for a \$100 annual savings.

**RECOMMENDATION TO COMMITTEE:** Recommend that the Board of Directors authorize the CEO to execute the land lease agreements between STA and the Community Colleges of Spokane for construction and operation of: 1) a transit center on the Spokane Community College campus; and, 2) a transit station on the Spokane Falls Community College campus.

**COMMITTEE ACTION:** Approved as presented and forwarded to the Board consent agenda.

**RECOMMENDATION TO BOARD:** Approve as presented.

**FINAL REVIEW FOR BOARD BY:**

Division Head KO Chief Executive Officer ESM Legal Counsel LM

## GROUND LEASE AGREEMENT

### SCC Transit Center

THIS GROUND LEASE AGREEMENT (hereinafter “Agreement” or “Ground Lease”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between Washington State Community College District #17 hereinafter referred to as Community Colleges of Spokane (“Lessor”), and Spokane Transit Authority (“STA”), a municipal corporation providing public transportation services in accordance with Chapter 36.57A RCW as Lessee. Lessor and STA are individually referred to as a Party and together as Parties. This Agreement supersedes all previous lease agreements between the Parties.

WHEREAS, the property located at 1810 N. Greene Street, Spokane, WA 99217 in Spokane County, Washington, known as Spokane Community College (“SCC”) is owned by the State Board for Community and Technical Colleges in fee simple for the benefit of the Lessor and used for the SCC campus; and

WHEREAS, Lessor and STA desire to jointly provide for the availability of public transportation services and related uses on and immediately surrounding Lessor’s SCC campus; and

WHEREAS, STA desires to lease, as ground lessee, from Lessor land located on the SCC campus for the sole purpose of constructing and operating a Transit Center, as further defined herein, to provide public transportation services to the campus and surrounding area; and

WHEREAS, Lessor desires to lease, as ground lessor, such real property to STA under the terms and provisions set forth in this Ground Lease;

NOW, THEREFORE, for and in consideration of the mutual promises covenants, and performances herein contained, the Parties agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide STA with the use of the Premises to construct and operate a Transit Center, and all similar and related activities for the benefit of Lessor’s students, faculty and staff and other STA transit patrons. STA has no intention of using the Premises for any other activity.

## 2. DEFINITIONS

“Ground Lease Term” means the initial term of this Ground Lease and any subsequent renewal term as mutually agreed in writing by the Parties.

“Permitted Encumbrances” means, as of any particular time, (A) this Ground Lease; (B) utility access and other easements and rights-of-way, restrictions and exceptions which will not interfere with the operation of the Transit Center or impair the marketability of title to the Premises or Transit Center; (C) the continuing control of the Property by STA, to the extent required and necessitated by the Federal Transit Administration and subject to this Ground Lease; (D) STA’s exclusive use of the Transit Center, as defined herein; and (E) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Premises and as do not, in the opinion of Lessor’s counsel, materially impair the operation or marketability of title to the Premises.

“Premises” means that certain real property located at 1810 N. Greene Street, Spokane, WA 99217 on the SCC campus. The legal description of the property is as follows: 10-25-43 BEG AT SW COR OF SE 1/4, BNG ALSO TRUE POB; TH E ALG S LN OF SD SECT, 670 FT TO W LN OF REBECCA ST; TH N ALG SD W LN, 652 FT; TH E, ALG PROJ C/L OF NORA AVE, 660 FT TO PROJ C/L OF JULIA ST; TH N ALG PROJ C/L TO C/L OF SPOKANE RIVER, 829.50 FT; TH WLY ALG SD C/L TO W LN OF SE 1/4, 1359.32 FT; TH S ALG W LN OF SE 1/4 TO TRUE POB, TOGETHER W/, BEG AT INTR OF C/L OF SPOKANE RIVER AND W LN OF SE 1/4 PROPERTY LYG S OF LN DAF; TH WLY ALG C/L OF SPOKANE RIVER, 1407.68 FT TO A PT 143 FT N OF NE COR OF LT 1, BLK 46; TH TOGETHER W/ ALL OF BLK 46 & 53, AND VAC ALLEY IN SD BLK 53 OF PETERSAPPO'S RIVERSIDE ADD, TOGETHER W/ BLKS 1-4, BLKS 11-14, BLKS 15-18, BLKS 21-24 OF EAST END ADD, TOGETHER W/ VAC ALLEYS IN SD BLKS IN EAST END ADD, ALSO TOGETHER W/ VAC BALDWIN AVE, VAC INDIANA AVE, VAC NORA AVE ADJ TO SD BLKS IN EAST END ADD, LYG E OF E LN OF GREENE ST TO W LN OF SW 1/4, AND VAC FERRALL ST AND THOR ST ADJ TO SD BLKS IN EAST END ADD LYG N OF N LN OF MISSION AVE AND VAC RALPH ST LYG N OF N LN OF MISSION AVE AND VAC AUGUSTA AVE FR E LINE OF GREEN STREET TO W LN OF SW 1/4 EXC S38FT OF NE1/4 OF SW1/4 OF SE1/4 FOR NORA AVE & EXC PTN LT 3 BLK 53 PETER SAPPO'S RIVERSIDE ADDITION FOR

ST. The property is to be utilized by STA for purposes of constructing and operating its Transit Center, as further described and depicted in Exhibit A, attached hereto.

“Reasonable Time” shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (A) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (B) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching Party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

“Transit Center” means the transit facilities, amenities and appurtenant improvements constructed by STA on the Premises, consisting of transit travel lanes, bus bays and bay posts, platforms, shelters, route signage and posts, interior and exterior lighting, electronic real-time arrival and departure signage and post(s), benches, and walkways necessary to provide public transportation services; one or more buildings to provide a secure STA employee restroom, break room, security office, public restroom facilities, fare validation and fare procurement systems, transit service information displays/kiosks, storage, janitorial, electrical, mechanical, communications and information technology facilities as depicted in Exhibits A and B, attached hereto and fully incorporated herein by reference.

### 3. DEMISING CLAUSE

Lessor does hereby lease to STA, subject only to Permitted Encumbrances, the Premises, in accordance with the terms of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein, for the sole purposes of designing, constructing and operating public transportation services on the Premises. STA shall make no other use of the Premises without the prior written consent of Lessor.

### 4. TERM

This Ground Lease shall commence and be effective as of [DATE]. The initial term of the Ground Lease shall be for a period of twenty (20) years from the commencement date unless terminated sooner as authorized herein. After completion of the initial term, the Parties may renew the Ground Lease by mutual written agreement for subsequent renewal terms as agreed. Any

agreement to extend the lease will contain a provision allowing the Lease to be terminated with twelve (12) months written notice by Lessor.

5. RENT

STA shall pay to Lessor an annual rent equal to \$16,892.00. Rent shall be due and payable by STA on the initial effective date of the Ground Lease and on each one year anniversary thereafter. STA may prepay all or some of the rent for the initial term and any subsequent term(s) as defined in Section 4 herein.

Rent under this Ground Lease shall be recalculated every three (3) years as of the anniversary of the effective date set forth herein. Rent shall be calculated based on the number of parking spaces lost by Lessor due to construction multiplied by the current cost of a parking permit.

6. INSURANCE

In addition to the base monthly rent if the Lessor's property insurance premiums should increase due to the construction and operation of the Transit Center, the Lessee agrees to pay a pro-rata share of insurance premium costs assessed against the property. Lessor shall provide Lessee with documentation from its insurance carrier or risk pool of any actual increase in property insurance premiums as a result of the construction and operation of the Transit Center. Upon acceptance of such documentation, Lessee shall increase the annual rent due Lessor by the amount of the increased property insurance premium. Lessee retains the right to seek review of any such premium increase with the insurance carrier or risk pool.

7. TRANSIT CENTER IMPROVEMENTS AND CONSTRUCTION

A. STA shall plan, construct and operate on the Premises its Transit Center subject to the following terms and conditions:

(1) Design, Bid, Contract and Supervise Construction. STA, at its sole expense, shall design, bid, enter into all contracts for, and supervise the design and construction of the Transit Center. STA shall obtain or verify the acquisition of any and all required licenses, permits, bonds, authorizations and other documentation as required by law, prior to issuance of the notice to proceed to STA's Contractor.

(2) Construction or Mechanics Liens Prohibited. STA shall keep the Premises and the improvements free from any liens arising out of work or services performed,

materials furnished, or any other obligations incurred by STA as a result of such construction. Other than Permitted Encumbrances, STA shall not permit the property to become encumbered or otherwise alienated without prior written approval of Lessor. If any such lien is filed, Lessee shall cause the same to be discharged of record within 30 days after date of filing.

(3) Construction Site. All construction activities and ingress/egress to the construction site will be confined to such geographical areas as will be designated by the Parties on a map to be appended to this Ground Lease prior to commencement of construction. During construction, Lessor agrees to grant all necessary temporary and/or permanent easements for all activities, contractors, sub-contractors, staging, ingress and egress related to construction. STA shall provide at their own expense portable toilet facilities on the construction site. CCS facilities shall not be used by STA employees, contractors, and sub-contractors during the term of this Lease.

(4) During design and construction, STA shall be responsible for risk of loss or injury to persons or property within the construction area and arising out of STA's construction activity on the Premises or arising from STA's planning and preparation for construction. STA does hereby indemnify, defend, and hold the Lessor harmless from any claims, demands, costs, charges, and expenses arising from STA's planning, preparation and/or construction activity on the Premises.

(5) STA, at its expense, shall comply with all applicable state and local laws in the planning and construction of any improvements on the Premises. STA will assume full responsibility for complying with all requirements of the State Environmental Policy Act and will assume lead agency status thereunder.

(6) SCC and Lessor Plan Approval. At all times during each phase of planning, design and construction of the Transit Center, STA shall consult with Lessor and SCC. STA shall obtain prior approval of the final plans and designs for the Transit Center from Lessor prior to the issuance of the notice to proceed to STA's contractor. STA's designs and plans shall be consistent with current and future planned SCC architectural designs. Transit Center signage, building façades, surfaces and landscaping shall be consistent with the overall SCC campus design and standards. Proposed plans and designs may be rejected, and approval withheld, only where the proposals presented are aesthetically or

physically incompatible with the physical surroundings or functionally incompatible with the mission and/or Master Plan of the Lessor. Lessor shall respond to requests for approval in not more than seven (7) business days. The approval required by this paragraph shall not apply to routine maintenance or emergency repairs which are necessary for the preservation of life or property. Lessor shall also have right of approval over landscaping design, provided that such approval may be withheld only where the proposed landscape design is aesthetically or functionally incompatible with the surroundings or inconsistent with overall campus design/standards.

(7) As part of the construction phase, STA shall, at their own expense, make the necessary improvements to the entrances/surface roadways in order to sustain an increase in bus traffic. STA shall pay all costs associated with on-going repairs and or maintenance necessary to sustain ongoing bus traffic to the satisfaction of the Lessor.

B. Lessor hereby authorizes STA to have installed such utility services as may be required for STA's construction of the Transit Center and the use of the Premises during the term of this Ground Lease. STA shall pay all costs of such utility installations and associated charges and fees. Lessor agrees to grant such easements as are necessary for the installation and maintenance of utility services to the Premises provided only that such be installed in coordination with Lessor on the least disruptive route possible.

C. STA shall carry and maintain in full force and effect throughout the term of this lease public liability and property damage insurance with the Washington State Transit Insurance Pool, a risk pool authorized by the State of Washington, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Lease. This insurance shall cover such claims as may be caused by any act, omission or negligence of the Lessee or its officers, agents, representatives or assigns. The limits of liability insurance, which may be increased from time to time as deemed necessary by the State, shall not be less than as follows:

General Aggregate Limits:	\$2,000,000
Each Occurrence	\$1,000,000
Medical Expense Limit	\$5,000

Such insurance policy or policies shall not be reduced or cancelled without one hundred and eighty (180) days prior written notice to Lessor. Written proof of such insurance shall be provided within ten (10) days of the commencement of this Lease for an initial one (1) year period.

Lessee shall annually provide to Lessor proof of continuation of said insurance in the amounts and terms indicated above.

Please be advised that all SCC, District 17 (which includes Lessor) employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state and/or SCC, District 17. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.1320.

As between Lessee and Lessor only, each of these Parties agree to be responsible for damages to persons or property resulting from the negligent acts or omissions on the part of itself, its employees, officers, agents, or invitees. Neither of the Parties to this Lease assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation, not a party to this Lease. Additionally, and for the purposes of this Lease only, neither of the Parties to this Lease shall be considered the agent of the other party.

D. STA agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

E. STA is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the leased Premises.

F. Governmental Fees. All fees due to the City, County or State on account of any inspections made of the Transit Center by any officer thereof shall be the responsibility of and paid for by the Lessee for the duration of the lease.

G. The provisions of this section shall apply to the Transit Center constructed by STA on the Premises and to any subsequent alterations, remodeling, additions or further improvements to the Transit Center or the Premises constructed by STA.

8. MAINTENANCE OF TRANSIT CENTER

STA, at its own expense, shall maintain the Transit Center, including landscaping, restrooms, and any improvements constructed thereon, in a presentable manner comparable to the condition of other facilities of the Lessor on its college campus during the term of this Lease. Additionally, STA, at its own expense, shall endeavor to ensure student/bus traffic safety measures by maintaining the crosswalks both within the Transit Center and immediately adjacent to the Transit Center. STA shall be responsible for the removal of snow and ice from lanes, sidewalks and public walkways located on the Transit Center and for keeping the area of the Transit Center free from litter and debris. STA shall permit no waste, damage or injury to the Premises. If at any time Spokane Clean Air Authority or another mutually agreed upon air pollution enforcement agency, determines that bus emissions are found to affect campus building air quality, the Parties agree that the Transit Center operations shall cease and /or be curtailed pending the identification and implementation of a solution that will mitigate the air intake/emission issue. STA is responsible for and must pay for any repairs necessary to the Transit Center and all buildings, fixtures and improvements at any time during the term of the Lease to the satisfaction of the Lessor. During the hours when the Transit Center is not operating, Lessor shall have the right to access the Transit Center in the case of any emergency, to take whatever action it deems necessary for the public health, safety, welfare or interest, to maintain, repair or shut down the transit center. In such event, Lessor shall give STA the earliest notice practicable.

9. SECURITY OF TRANSIT CENTER

STA shall, at its own expense, provide on-site security for the Transit Center. This shall include a security office, adequate lighting, reimbursement to Lessor for providing one on-site security officer assigned the responsibility of providing security within the Transit Center during its peak operating hours, and video surveillance with image capture. STA acknowledges that the Premises are SCC's campus and accordingly, that students and/or faculty are subject to the rules and regulations of Lessor, as well as the laws, rules and regulations of STA, the City of Spokane and the state regarding the conduct of persons using public transportation. Lessor shall immediately inform STA security staff of any potential or current Transit Center security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior within the Transit Center. STA shall immediately

inform Lessor's campus security staff of any potential or current Transit Center security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior within the Transit Center or any ridership-related incidents that move on to campus from the Transit Center. STA security personnel shall provide Lessor with a written monthly report of all incidents on the Premises to which STA security personnel responded in form necessary to allow Lessor to meet its obligations under the Clery Act, 20 U.S.C. § 1092(f). Such report shall be provided to Lessor not later than the 10<sup>th</sup> day of each month. STA will fully cooperate with any and all investigations initiated by the Lessor.

Smoking shall be prohibited, except in designated areas. The use and possession of alcoholic beverages and/or controlled substances shall be prohibited and not tolerated. STA recognizes that the Transit Center is located on a college campus and will take reasonable measures to ensure and comply with Federal Drug-Free Workplace Act of 1988 and Drug-Free Schools and Communities Act of 1989.

10. COMPLIANCE WITH LAW

STA, at its own expense, shall keep and use the Transit Center and any improvements or facilities constructed thereon in accordance with applicable federal, state, and local laws, and specifically including the health, safety and building ordinances and regulations of the City of Spokane and Spokane County.

11. STA USE AND CONTROL OF TRANSIT CENTER

Subject to the provisions of this Ground Lease, the control and administration of the Transit Center and any transit facilities, buildings, fixtures or other improvements constructed on the Premises by STA are solely and exclusively in STA control during the Ground Lease Term.

12. ASSIGNMENT/SUBLEASE

STA may not assign this Lease or sublet the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessors shall respond to approve or disapprove a request for consent within sixty (60) days of receipt of the request. If such response is not received within sixty days, it will be considered approved and STA will proceed with sublease. Where assignment is permitted, such assignee assumes, in full, the obligations of Lessee under this Ground Lease Agreement. Dissolution of Lessee by the voters

pursuant to RCW 36.57A.160 shall initiate the judicial administration of STA's obligations under this Ground Lease Agreement pursuant to Ch. 53.48 RCW.

13. EXPENSES

During the term of this Agreement, Lessor shall pay all real estate taxes, all property assessments and storm water fees. STA shall pay all water, sewer, communications, garbage collection, electricity, and for all other public utilities associated with the operation of the Transit Center which shall be used in or charged against the leased Premises during the full term. . All fees and other costs incurred and/or charged by the utility companies that are not separately metered shall be apportioned on a basis of square footage occupied by the Lessee or estimated actual usage agreed to by the Parties.

Lessee shall be solely responsible for telephone and janitorial service to the Transit Center.

14. HAZARDOUS SUBSTANCES

Lessee will not cause or permit any activities on the Premises that directly or indirectly could result in the Premises or surrounding property being contaminated with Hazardous Substances. Hazardous Substances shall mean any substance or material designated as hazardous or toxic waste or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance in effect presently or in the future.

Lessee shall indemnify, protect, defend, and hold Lessor, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance brought onto the Premises or surrounding property by or for the Lessee or under Lessee's control. Lessor shall indemnify, protect, defend, and hold Lessee, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance that was not brought onto the Premises or surrounding property by or for the Lessee.

No termination, cancellation, or release agreement entered into by Lessee and Lessor shall release Lessee and Lessor from their respective obligations under this Lease with respect to Hazardous Substances.

15. REIMBURSEMENT FOR DAMAGE

STA hereby agrees to reimburse the Lessor for property damage to the SCC property caused by the negligence or actions of its employees, agents, guests, patrons or invitees. . Lessor hereby agrees to reimburse STA for property damage to the Premises or Transit Center caused by the negligence or actions of Lessor's employees and agents. Damages payable under this section shall be limited to actual damages, as demonstrated by invoices, vouchers or other supporting documents.

16. WAIVER OF SUBROGATION

Lessee and Lessor each hereby waive any right of recovery against the other due to loss of or damage to the property of either party when such loss or damage to property arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured, or non-insured against.

17. DUTY TO CURE

Upon receiving notice of a condition requiring cure, the non-breaching Party shall initiate and complete cure or repair of such condition within a Reasonable Time. A condition requiring cure includes any condition resulting from a breaching Party's failure to carry out any obligation under the Lease.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within the applicable Reasonable Time, the breaching Party shall immediately notify the non-breaching Party. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within the applicable Reasonable Time and provide the earliest date that the work can be completed. It is not a justifiable ground for delay that the Lessor does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner.

The term "emergency condition" shall mean a condition requiring a cure that (A) prevents or substantially disrupts either the operations of STA or Lessor, or (B) causes or substantially

threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises. All other conditions shall be a “non-emergency condition.” Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness of a condition independent of any such notice.

18. SELF HELP

If the breaching Party does not cure within a Reasonable Time, the nonbreaching Party may cure all or part of the default after providing notice to the breaching Party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. The nonbreaching Party will submit properly executed vouchers and proof of payment of the actual costs of the cure to the breaching Party, who shall remit payment to the non-breaching Party within thirty (30) days of receipt.

The nonbreaching Party is under no obligation to cure some or all of the default of the breaching Party. To the extent that the nonbreaching Party does not cure the default, the nonbreaching Party may pursue its legal and contractual remedies against the breaching Party. The nonbreaching Party’s failure to cure the breaching Party’s default does not waive the nonbreaching Party’s rights to relief. Nothing herein removes or lessens either Party’s obligation to mitigate damages.

19. LESSOR’S ACCESS/USE OF PREMISES

The Lessor shall have and retain the non-exclusive right to use the Premises for ingress, egress, parking and vehicle and pedestrian circulation, provided Lessor shall not impede the operations of STA’s public transportation services and operations. Neither Party shall use the Premises in such a way as to deny or impede mutual access thereto except as provided herein.

20. GOVERNING LAW

This Ground Lease is governed by and interpreted under the laws of the State of Washington, and venue, in the event of litigation, shall be in Spokane County Superior Court.

21. LAWS

STA agrees to comply with all applicable ordinances and regulations for use of said property. Lessor acknowledges the authority of STA, through its commissioned security personnel, to enforce all applicable laws, city ordinances and STA's Rules of Conduct on the Premises during the term of this Ground Lease.

22. MERGER AND MODIFICATION

This Agreement constitutes the sole agreement between the Parties and there are and will be no oral representations which will be binding upon any of the Parties hereto. No amendment or modification of this Agreement shall be effective unless executed in writing by the respective Parties.

23. TERMINATION

A. STA may terminate this lease at any time by giving twelve (12) months advance written notice to Lessor, said notice to be sent by regular mail to Lessor at the address listed for notices herein. In the event this lease is not renewed at the conclusion of the initial term, or terminated pursuant to the procedures set forth herein, STA shall remove the Transit Center from the Premises at its own expense before the termination date and restore the Premises to their former condition. If any facilities, equipment or improvements are not so removed, Lessor shall have the right to either remove, dispose of or keep any such facilities equipment or improvements provided, however, that actual costs incurred for such removal and restoration of the Premises to their former condition shall be paid to Lessor by STA within sixty (60) days of written request therefore. Said request shall identify and document Lessor's material costs, personnel wage rates and hours required for said removal or restoration to the satisfaction of STA.

B. Lessor may terminate this Ground Lease by giving twelve (12) months advance written notice to STA, said notice to be sent by regular mail to STA at the address listed for notices herein. in the following circumstances:

(1) Construction and completion of the Transit Center is not undertaken and completed in accordance with Section 7 of this Ground Lease.

(2) The Premises are used in a manner or for purposes substantially inconsistent with a public transportation system.

(3) The Transit Center is unused by STA for a period exceeding 120 days.

(4) The Transit Center is destroyed by fire or disaster and not repaired or replaced and operated by STA within a Reasonable Time thereafter.

24. CONDEMNATION

If any of the Premises as may be required for the Transit Center, are taken by eminent domain, this Lease shall automatically terminate as of the date STA is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, not required for the Transit Center, at STA's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except STA shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits. Neither Party shall institute eminent domain proceedings regarding the Premises or this Ground Lease during the term of this Ground Lease.

25. NOTICES

Any written notice that is provided for or given concerning this Lease may be served on the Party to whom it is intended in person or by sending it by regular mail addressed to such Party as follows:

Ground Lessor	Ground Lessee
Chief Administrative Officer Community Colleges of Spokane 501 N. Riverpoint Blvd, MS - 1004 Spokane, WA 99217-6000 Ph: 509-434-5037  With a copy to: State Board for Community and Technical Colleges Attn: Capital Budget Department 1300 Quince St. SE, 4 <sup>th</sup> floor Olympia, WA 98504	Director of Planning and Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 Ph: 509-325-6089  With a copy to: Contract Compliance Specialist Spokane Transit Authority 1230 W. Boone Ave Spokane, WA 99201

Either Party may change their address by giving written notice of such change to the other Party. Mailed notice shall be deemed received three (3) days after the date of mailing, postage prepaid.

26. REPRESENTATIONS AND WARRANTIES

The Lessor through the State Board for Community and Technical Colleges has and owns all rights, title and interest in and to the Premises. The Lessor through the State Board for Community and Technical Colleges has full power and authority to enter into this Agreement. The execution, delivery and performance of this Agreement by the Lessor does not require any approval or if approval is required it has been duly granted. The Lessor's execution and performance does not contravene any law, regulation, rule or order binding upon it.

27. ARTICLES AND SECTION HEADINGS

Headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

28. SEVERABILITY

If any clause, provision, paragraph, or sentence of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision, paragraph, or sentence shall not affect any of the remaining clauses, provisions, paragraphs, or sentences hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected, and the obligations hereby be enforced, as if such illegal or invalid clause, provision, paragraph, or sentence had not been contained herein.

29. NON-WAIVER OF BREACH

The failure of either Party to insist upon strict performance of any of the covenants and agreements of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenants or agreements; but the same shall be and remain in full force and effect.

30. ESTOPPEL CERTIFICATES

Lessee and Lessor agree from time to time promptly to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, the contents of such modifications), whether any party is in default or breach of this Lease, and the dates to which the rent and other charges have been paid in advance, if any.

31. AMENDMENTS

This lease and any provision thereof may be amended by mutual written agreement of the Parties hereto and said amendments shall be deemed incorporated herein.

32. TRADEMARKS AND LOGOS

The Parties are each prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining the written consent of the other Party.

During the construction phase of this Ground Lease, STA will publicize the upcoming improved transit operations at the Transit Center and Lessor authorizes STA to utilize the trademarks and logos of Lessor for the Transit Center's public information materials. The Parties acknowledge that this Ground Lease constitutes Lessor's written consent for such use.

33. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the Washington State Auditor's office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail. Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS  
OF THIS GROUND LEASE.

LESSEE:

SPOKANE TRANSIT AUTHORITY

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

LESSOR:

COMMUNITY COLLEGES OF SPOKANE

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE BOARD FOR COMMUNITY AND  
TECHNICAL COLLEGES

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE SPOKANE TRANSIT AUTHORITY:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **E. Susan Meyer** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Chief Executive Officer of Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Dana Infalt** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Clerk of the Authority of Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**LESSOR COMMUNITY COLLEGES OF SPOKANE:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Christine Johnson, PhD** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Chancellor** of **Community Colleges of Spokane** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES:**

STATE OF WASHINGTON  
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that **Jan Yoshiwara** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Executive Director** of the **State Board for Community and Technical Colleges** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

EXHIBIT A

PARCEL NO. 35105.3501  
S.10, T.25N., R.43E., W.M.  
CITY OF SPOKANE,  
SPOKANE CO., WA

APPROX. LOCATION OF TRANSIT CENTER

LOCATED ~ 440FT N. & 1450FT E. OF  
SOUTH WEST PROPERTY CORNER

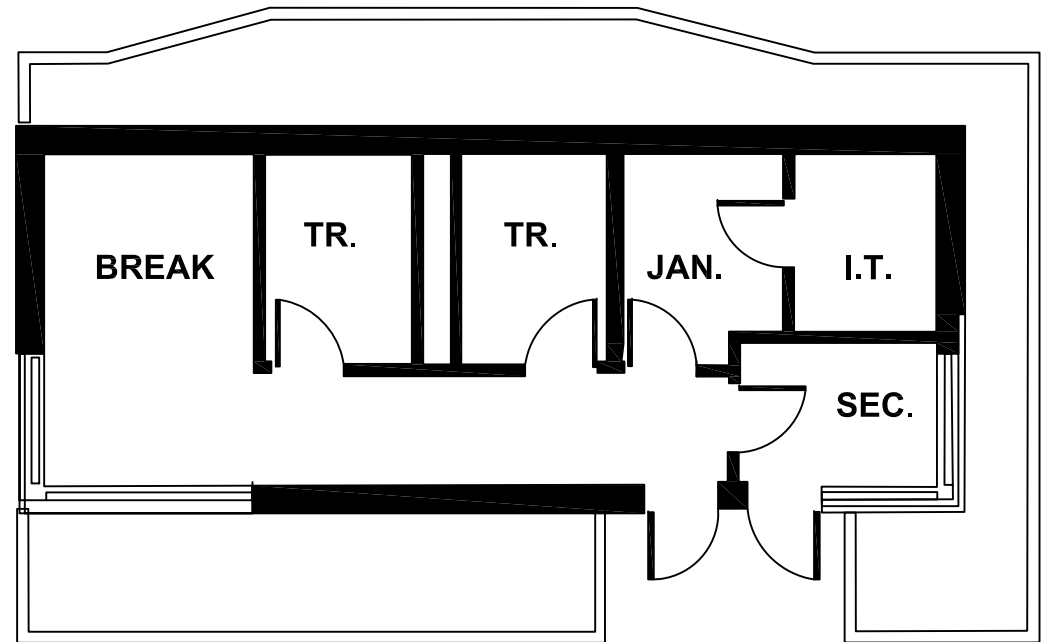
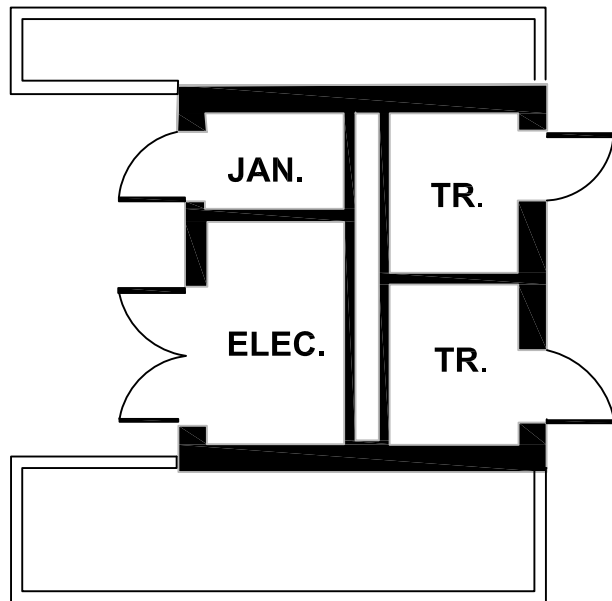
APPROX. AREA = 59,700



PARCEL NO. 35105.3501



EXHIBIT B



PARCEL NO. 35105.3501

## GROUND LEASE AGREEMENT

### SFCC Transit Station

THIS GROUND LEASE AGREEMENT (hereinafter "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between Washington State Community College District #17 hereinafter referred to as Community Colleges of Spokane ("Lessor"), and Spokane Transit Authority ("STA"), a municipal corporation providing public transportation services in accordance with Chapter 36.57A RCW ("Lessee"). Lessor and STA are individually referred to as a Party and together as Parties. This Agreement supersedes all previous lease agreements between the Parties.

WHEREAS, the property located at 3410 W. Fort George Wright Dr., Spokane, WA 99224 in Spokane County, Washington known as Spokane Falls Community College (SFCC) is owned by the State Board for Community and Technical Colleges in fee simple for the benefit of the Lessor and used for the SFCC campus; and

WHEREAS, Lessor and STA desire to jointly provide for the availability of public transportation services and related uses on and immediately surrounding Lessor's SFCC campus; and

WHEREAS, STA desires to lease, as ground lessee, from Lessor land located on the SFCC campus for the sole purpose of constructing and operating a Transit Station, as further defined herein, to provide public transportation services to the campus and surrounding area; and

WHEREAS, Lessor desires to lease, as ground lessor, such real property to STA under the terms and provisions set forth in this Ground Lease;

NOW, THEREFORE, for and in consideration of the mutual promises covenants, and performances herein contained, the Parties agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide STA with the use of the Premises to construct and operate a Transit Station, and all similar and related activities for the benefit of Lessor's students, faculty and staff and other STA transit patrons. STA has no intention of using the Premises for any other activity.

## 2. DEFINITIONS

“Ground Lease Term” means the initial term of this Ground Lease and any subsequent renewal term as mutually agreed in writing by the Parties.

“Permitted Encumbrances” means, as of any particular time, (i) this Ground Lease; (ii) utility access and other easements and rights-of-way, restrictions and exceptions which will not interfere with the operation of the Transit Station or impair the marketability of title to the Premises or Transit Station; (iii) the continuing control of the Property by STA, to the extent required and necessitated by the Federal Transit Administration and subject to this Ground Lease; (iv) STA’s exclusive use of the Transit Station, as defined herein; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Premises and as do not, in the opinion of Lessor’s counsel, materially impair the operation or marketability of title to the Premises.

“Premises” means that certain real property located at 3410 W. Fort George Wright Dr., Spokane, WA 99224 on the SFCC campus. The legal description of the property is as follows:

Parcel number 2511.3.0022.

11-25-42 PTN OF SW1/4 DAF; BEG AT SW COR OF SE1/4 OF SEC 10 -25-42 TH S89DEG 15MIN E ALG SLN SD SEC 2433.5FT TO INTERSEC WITH C/L OF GNR Y CO 100FT R/W SD P T BEING 186.2FT WLY FROM SE COR OF SD SEC10 TH ALG SD C/L NWL Y AT ANG OF 59DEG 01MIN WITH S L N OF SD SEC 10 N30DEG 14MIN W 9 .78FT THN41DEG 14MIN 30SDS E 84.70FT TO JUNCTION OF C/L S OF GOV WAY WITH C/L OF FT GEO WRIGHT DR AT WLY TERMINUS OF SD DR TH CONT ALG SD C/L N41DEG 14MIN 30SDS E 145.9FT TO BEG OF CURVE CONC TO RT HAVING RAD OF 573FT TH AL G SD CURVE NELY 392.21FT THRU C/ A OF 39DEG 13MIN TH N80DEG 27MIN 30SDS E 321.57FT TO BEG OF CURVE CONC TO LEFT HAVING RAD OF 1572.09FT TH ALG SD CURVE NELY DIST OF 597.68FT THRU C/A OF 21DEG 46MIN 53SDS TO INTERSEC WITH CENTER LN OF RANDOLPH RD SD C/L BEI NG NON-TANG CURVE CONCAVE TOWEST HAVING RAD OF 2109.28FT & C/A OF 18DEG 55MIN 17SDS LONG CH BEARS N13DEG 57MIN 23SDS W 693.44FT FROM SD PT OF INTERSEC & SD PT BEING THE TRUE POB TH ALG SD CURVE NLY 695.63FT THRU SD C/A OF 18DEG 55MIN 17SDS TH N21DEG 27MIN 12SDS E 733.37FT TH N 5DEG 10MIN 30SDS E 351.66FT TO I NTERSEC WITH S/L OF ELLIOTT DR SD C/L BEING NON-TANG CURVE CONC TO N HAVING RAD OF 955.37FT TH ALG SD C/L ALGSD CURVE ELY 100.58FT THRU C/A OF 6DEG 02 MIN TO BEG OF TANG CURVE CONC TO LEFT HAVING RAD OF 2864.93FT LONG CH 955.37FT RAD CURVE BEARING N89DEG 20MIN E 100.56FT FROM SD PT OF INTERSEC ALG SD 2864.93FT RAD CURVE ELY 357.52FT THRU C/A OF 7DEG 09MIN TH N78DEG 19MIN E 297.30FT TO BEG OF

CURVE CONC TO LEFT HAVING RAD OF 819.02FT TH ALG SD CURVE NELY 116.26FT THRU C/A OF 8DEG 08MIN TH S27DEG50MIN E 339.07FT TO C/L OF FT GEO WRIGHT DR TH ALG SD C/L S62DEG 10M IN W 207FT TO NON-TANG CURVE CONC TO W HAVING RAD OF 1994.73FT TH ALG SD CURVE SLY 557.03FT THRU C/A OF 16DEG 0MIN LONG CH BEARSS15DEG 39MIN 30SDS W 555.22FT FROM BEG OF SD CURVE TH S 0DEG 04MIN 13SDS E 1009.97FT TO INTERSEC WITH C/L OF UNNAMED RD SD C/L BEING A NON TANG CURVE CONC TO N HAVING A RAD OF 533FT TH ALG SD CURVEWLY 114. 73FT THRU C/A 12DEG 20MIN LONG CH BEARS N87DEG 01MIN W 114.51FT FROM SD PT OF INTERSEC TH N80DEG 51MIN W 675.39FT TO AN INTERSEC WITH C/L OF FT GEO WRIGHT DR SD C/L BEING NON TAN CURVE CONCTO NW HAVING RAD OF 1572.09FT TH ALG SD C/L CURVE SWLY 39.46FT THRU C/A OF 1DEG 26MIN 18SDS TO TRUE POB EXC PTN DEEDED TO CENTRAL PRE-MIX BY DOC 330398C EXC ROADS.

The Property is to be utilized by STA for purposes of constructing and operating its Transit Station, and as further described and depicted in Exhibit A, attached hereto and fully incorporated herein by reference.

“Reasonable Time” shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching Party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

“Transit Station” means the transit facilities, amenities and appurtenant improvements constructed by STA on the Premises, consisting of transit travel lanes, bus bays and bay posts, platforms, shelters, route signage and posts, interior and exterior lighting, electronic real-time arrival and departure signage and post(s), benches, and walkways necessary to provide public transportation services; fare validation and fare procurement systems, and transit service information displays/kiosks as depicted in Exhibit A, attached hereto and fully incorporated herein by reference. A Transit Station serves as a point of origination or destination for riders, rather than a transit center served by multiple routes and utilized for transfers in addition to a point of origination or final destination.

3. DEMISING CLAUSE

Lessor does hereby lease to STA, subject only to Permitted Encumbrances, the Premises, in accordance with the terms of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein, for the sole purposes of designing, constructing and operating public transportation services on the Premises. STA shall make no other use of the Premises without the prior written consent of Lessor.

4. TERM

This Ground Lease shall commence and be effective as of [DATE]. The initial term of the Ground Lease shall be for a period of twenty (20) years from the commencement date unless terminated sooner as authorized herein. After completion of the initial term, the Parties may renew the Ground Lease by mutual written agreement for subsequent renewal terms as agreed. Any agreement to extend the lease will contain a provision allowing the Lease to be terminated with twelve (12) months written notice by Lessor.

5. RENT

The STA shall pay to Lessor an annual rent equal to \$6,970.00 per year. Rent shall be due and payable by STA on the initial effective date of the Ground Lease and on each one year anniversary thereafter. STA may prepay all or some of the rent for the initial term and any subsequent term(s) as defined in Section 3 herein.

Rent under this Ground Lease shall be recalculated every three (3) years as of the anniversary of the effective date set forth herein. Rent shall be calculated based on the number of parking spaces lost by Lessor due to construction multiplied by the current cost of a parking permit.

6. INSURANCE

In addition to the base monthly rent, if the Lessor's property insurance premiums should increase due to the construction and operation of the Transit Station, the Lessee agrees to pay a pro-rata share of insurance premium costs assessed against the property. Lessor shall provide Lessee with documentation from its insurance carrier or risk pool of any actual increase in property insurance premiums as a result of the construction and operation of the Transit Center. Upon acceptance of such documentation, Lessee shall increase the annual rent due Lessor by the amount

of the increased property insurance premium. Lessee retains the right to seek review of any such premium increase with the insurance carrier or risk pool.

7. TRANSIT STATION IMPROVEMENTS AND CONSTRUCTION

A. STA shall plan, construct and operate on the Premises its Transit Station subject to the following terms and conditions:

(1) Design, Bid, Contract and Supervise Construction. STA, at its sole expense, shall design, bid, enter into all contracts for, and supervise the design and construction of the Transit Station. STA shall obtain or verify the acquisition of any and all required licenses, permits, bonds, authorizations and other documentation as required by law, prior to issuance of the notice to proceed to STA's Contractor.

(2) Construction or Mechanics Liens Prohibited. STA shall keep the Transit Station and the improvements free from any liens arising out of work or services performed, materials furnished, or any other obligations incurred by STA as a result of such construction. Other than Permitted Encumbrances, STA shall not permit the property to become encumbered or otherwise alienated without prior written approval of Lessor. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after date of filing.

(3) Construction Site. All construction activities and ingress/egress to the construction site will be confined to such geographical areas as will be designated by the Parties on a map to be appended to this Ground Lease prior to commencement of construction. During construction Lessor agrees to grant all necessary temporary and/or permanent easements for all activities, contractors, sub-contractors, staging, ingress and egress related to construction. STA shall provide at their own expense portable toilet facilities on the construction site. SFCC facilities shall not be used by STA employees, contractors, and subcontractors during the term of this Lease.

(4) During design and construction, STA shall be responsible for risk of loss or injury to persons or property within the construction area and arising out of STA's construction activity on the Premises or arising from STA's planning and preparation for construction. STA does hereby indemnify, defend, and hold the Lessor harmless from

any claims, demands, costs, charges, and expenses arising from STA's planning, preparation and/or construction activity on the Premises.

(5) STA, at its expense, shall comply with all applicable state and local laws in the planning and construction of any improvements on the Premises. STA will assume full responsibility for complying with all requirements of the State Environmental Policy Act and will assume lead agency status thereunder.

(6) SFCC and Lessor Plan Approval. At all times during each phase of planning, design and construction of the Transit Station, STA shall consult with Lessor and SFCC. STA shall obtain prior approval of the final plans and designs for the Transit Station from Lessor prior to the issuance of the notice to proceed to STA's contractor. STA's designs and plans shall be consistent with current and future planned SFCC architectural designs. Transit Station signage, building's façades, surfaces and landscaping shall be consistent with the overall SFCC campus design and standards. Proposed plans and designs may be rejected, and approval withheld, only where the proposals presented are aesthetically or physically incompatible with the physical surroundings or functionally incompatible with the mission and/or Master Plan of the Lessor. Lessor shall respond to requests for approval in not more than seven (7) business days. The approval required by this paragraph shall not apply to routine maintenance or emergency repairs which are necessary for the preservation of life or property. Lessor shall also have right of approval over landscaping design, provided that such approval may be withheld only where the proposed landscape design is aesthetically or functionally incompatible with the surroundings or inconsistent with overall campus design/standards.

(7) As part of the construction phase, STA shall at their own expense, make the necessary improvement to the entrances/surface roadways in order to sustain an increase in bus traffic. STA shall pay all costs associated with ongoing repairs and or maintenance necessary to sustain ongoing bus traffic to the satisfaction of the Lessor.

B. Lessor hereby authorizes STA to have installed such utility services as may be required for STA's construction of the Transit Station and the use of the Premises during the term of this Ground Lease. STA shall pay all costs of such utility installations and associated charges and fees. Lessor agrees to grant such easements as are necessary for the installation and

maintenance of utility services to the Transit Station provided only that such be installed in coordination with Lessor on the least disruptive route possible.

C. STA shall carry and maintain in full force and effect throughout the term of this lease public liability and property damage insurance with the Washington State Transit Insurance Pool, a risk pool authorized by the State of Washington, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Lease. This insurance shall cover such claims as may be caused by any act, omission or negligence of the Lessee or its officers, agents, representatives or assigns. The limits of liability insurance, which may be increased from time to time as deemed necessary by the State, shall not be less than as follows:

General Aggregate Limits:	\$2,000,000
Each Occurrence	\$1,000,000
Medical Expense Limit	\$5,000

Such insurance policy or policies shall not be reduced or cancelled without one hundred and eighty (180) days prior written notice to Lessor. Written proof of such insurance shall be provided within ten (10) days of the commencement of this Lease for an initial one (1) year period. Lessee shall annually provide to Lessor proof of continuation of said insurance in the amounts and terms indicated above.

Please be advised that all SFCC, District 17 (which includes Lessor) employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state and/or SFCC, District 17. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.1320.

As between Lessee and Lessor only, each of these Parties agree to be responsible for damages to persons or property resulting from the negligent acts or omissions on the part of itself, its employees, officers, agents, or invitees. Neither of the Parties to this Lease assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation, not a party to this Lease. Additionally, for the purposes of this Lease only, neither of the Parties to this Lease shall be considered the agent of the other party.

D. STA agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to

comply with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

E. STA is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Transit Station.

F. Governmental Fees: All fees due to the City, County or State on account of any inspections made on the Transit Station by any officer thereof shall be the responsibility of and paid for by the Lessee for the duration of the lease.

G. The provisions of this section shall apply to the Transit Station constructed by STA on the Premises and to any subsequent alterations, remodeling, additions or further improvements to the Transit Station or the Premises constructed by STA.

#### 8. MAINTENANCE OF TRANSIT STATION

STA, at its own expense, shall maintain the Transit Station, including landscaping, and any improvements constructed thereon, in a presentable manner comparable to the condition of other facilities of the Lessor on its college campus during the term of this Lease. Additionally, STA, at its own expense, shall endeavor to ensure student/bus traffic safety by maintaining the crosswalks both within the Transit Station and immediately adjacent to the Transit Station. STA shall be responsible for the removal of snow and ice from lanes, sidewalks and public walkways located on the Transit Station and for keeping the Transit Station free from litter and debris. STA shall permit no waste, damage or injury to the Premises. If at any time Spokane Clean Air Authority or another mutually agreed upon enforcement agency, determines that bus emissions are affecting campus building air quality, the Parties agree that the Transit Station operations shall cease and/or be curtailed pending the identification and implementation of a solution that will mitigate the air intake/emission issue. STA is responsible and must pay for any repairs necessary to the Premises and all buildings, fixtures and improvements at any time during the term of the Lease to the satisfaction of the Lessor. During the hours when the Transit Station is not operating Lessor shall

have the right to access the Transit Station in the case of any emergency, to take whatever action it deems necessary for the public health, safety, welfare or interest, to maintain, repair or shut down the Transit Station. In such event, Lessor shall give STA the earliest notice practicable.

9. SECURITY OF TRANSIT STATION

STA shall install adequate lighting and a video surveillance system with image capture for the Transit Station. Additionally, STA shall reimburse Lessor for all security staff time required to respond and intervene to damaging/disrupting events caused by STA's employees, agents, guests, patrons, or invitees. STA acknowledges that the Transit Station is located on SFCC's campus and accordingly students and faculty are subject to the rules, policies, and procedures of the Lessor, as well as the laws, rules and regulations of STA, the City of Spokane and the state regarding the conduct of persons using public transportation. Lessor shall immediately inform STA security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior within the Transit Station. STA shall immediately inform Lessor's campus security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior at the Transit Station or any ridership-related incidents that move on to campus from the Transit Station. STA security personnel shall provide Lessor with a written monthly report of all incidents on the Premises involving STA security personnel in form necessary to allow Lessor to meet its obligations under the Clery Act, 20 U.S.C. § 1092(f). Such report shall be provided to Lessor not later than the 10<sup>th</sup> day of each month. STA will fully cooperate with any and all investigations initiated by the Lessor.

Smoking shall be prohibited except in designated areas. The use and possession of alcoholic beverages and/or controlled substances shall be prohibited and not tolerated. STA recognizes that the Transit Station is located on a college campus and will take reasonable measures to ensure and comply with the Federal Drug-Free Workplace Act of 1988 and Drug Free Schools and Communities Act of 1989.

10. COMPLIANCE WITH LAW

STA, at its own expense, shall keep and use the Transit Station, and any improvements or facilities constructed thereon, in accordance with applicable federal, state, and local laws, and specifically including the health, safety and building ordinances and regulations of the City of Spokane and Spokane County.

11. STA USE AND CONTROL OF TRANSIT STATION

Subject to the provisions of this Ground Lease, the control and administration of the Premises, Transit Station and any transit facilities, buildings, fixtures or other improvements constructed on the Premises by STA are solely and exclusively in STA control during the Ground Lease Term.

12. ASSIGNMENT/SUBLEASE

STA may not assign this Lease or sublet the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessors shall respond to approve or disapprove a request for consent within sixty (60) days of receipt of the request. If such response is not received within sixty days, it will be considered approved and STA will proceed with sublease. Where assignment is permitted, such assignee assumes, in full, the obligations of Lessee under this Ground Lease Agreement. Dissolution of Lessee by the voters pursuant to RCW 36.57A.160 shall initiate the judicial administration of STA's obligations under this Ground Lease Agreement pursuant to Ch. 53.48 RCW.

13. EXPENSES

During the term of this Agreement, Lessor shall pay all real estate taxes, all property assessments and storm water fees. STA shall pay all public utility costs associated with the operation of the Transit Station which shall be used in or charged against the leased Premises during the full term. All utility service to the Transit Station needed for STA operations shall be separately metered.

Lessee shall be solely responsible for maintenance and trash removal to the Transit Station.

14. HAZARDOUS SUBSTANCES

Lessee will not cause or permit any activities on the Premises that directly or indirectly could result in the Premises or surrounding property being contaminated with Hazardous Substances. Hazardous Substances shall mean any substance or material designated as hazardous or toxic waste or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance in effect presently or in the future.

Lessee shall indemnify, protect, defend, and hold Lessor, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance brought onto the Premises or surrounding property by or for the Lessee or under Lessee's control. Lessor shall indemnify, protect, defend, and hold Lessee, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance that was not brought onto the Premises or surrounding property by or for the Lessee.

No termination, cancellation, or release agreement entered into by Lessee and Lessor shall release Lessee and Lessor from their respective obligations under this Lease with respect to Hazardous Substances.

15. REIMBURSEMENT FOR DAMAGE

STA hereby agrees to reimburse the Lessor for property damages and disruption to the SFCC property caused by the negligence or actions of its employees, agents, guests, patrons, or invitees. Lessor hereby agrees to reimburse STA for property damage to the Premises or Transit Station caused by the negligence or actions of Lessor's employees, agents, guests, patrons, or invitees. Additional reimbursement would include security staff time required to respond and intervene in such damaging/disrupting events. Damages payable under this section shall be limited to actual damages, as demonstrated by invoices, vouchers or other supporting documents.

16. WAIVER OF SUBROGATION

Lessee and Lessor each hereby waive any right of recovery against the other due to loss of or damage to the property of either party when such loss or damage to property arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured, or non-insured.

17. DUTY TO CURE

Upon receiving notice of a condition requiring cure, the non-breaching Party shall initiate and complete cure or repair of such condition within a Reasonable Time. A condition requiring cure includes any condition resulting from a breaching Party's failure to carry out any obligation under the Lease.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within the applicable Reasonable Time, the breaching Party shall immediately notify the non-breaching Party. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within the applicable Reasonable Time and provide the earliest date that the work can be completed. It is not a justifiable ground for delay that the Lessor does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts either the operations of STA or Lessor, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises. All other conditions shall be a "non-emergency condition." Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness of a condition independent of any such notice.

18. SELF HELP

If the breaching Party does not cure within a Reasonable Time, the nonbreaching Party may cure all or part of the default after providing notice to the breaching Party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. The nonbreaching Party will submit properly executed vouchers and proof of payment of the actual

costs of the cure to the breaching Party, who shall remit payment to the non-breaching Party within thirty (30) days of receipt.

The nonbreaching Party is under no obligation to cure some or all of the default of the breaching Party. To the extent that the nonbreaching Party does not cure the default, the nonbreaching Party may pursue its legal and contractual remedies against the breaching Party. The nonbreaching Party's failure to cure the breaching Party's default does not waive the nonbreaching Party's rights to relief. Nothing herein removes or lessens either Party's obligation to mitigate damages.

19. LESSOR'S ACCESS/USE OF PREMISES

The Lessor shall have and retain the non-exclusive right to use the Premises for ingress, egress, parking and vehicle and pedestrian circulation, provided Lessor shall not impede the operations of STA's public transportation services and operations. Neither Party shall use the Premises in such a way as to deny or impede mutual access thereto except as provided herein.

20. GOVERNING LAW

This Ground Lease is governed by and interpreted under the laws of the State of Washington, and venue, in the event of litigation, shall be in Spokane County Superior Court.

22. LAWS

STA agrees to comply with all applicable ordinances and regulations for use of said property. Lessor acknowledges the authority of STA, through its commissioned security personnel, to enforce all applicable laws, city ordinances and STA's Rules of Conduct on the Premises during the term of this Ground Lease.

23. MERGER AND MODIFICATION

This Agreement constitutes the sole agreement between the Parties and there are and will be no oral representations which will be binding upon any of the Parties hereto. No amendment or modification of this Agreement shall be effective unless executed in writing by the respective Parties.

24. TERMINATION

A. STA may terminate this lease at any time by giving twelve (12) months advance written notice to Lessor, said notice to be sent by regular mail to Lessor at the address listed for notices

herein. In the event this lease is not renewed at the conclusion of the initial term or terminated pursuant to the procedures set forth herein, STA shall remove the Transit Station from the Premises at its own expense before the termination date and restore the Premises to their former condition. If any facilities, equipment or improvements are not so removed, Lessor shall have the right to either remove, dispose of or keep any such facility equipment or improvements provided, however, that actual costs incurred for such removal and restoration of the Premises to their former condition shall be paid to Lessor by STA within sixty (60) days of written request therefore. Said request shall identify Lessor's material costs, personnel wage rates and hours required for said removal or restoration to the satisfaction of STA.

B. Lessor may terminate this Lease by giving twelve (12) months advance written notice to STA, said notice to be sent by regular mail to STA at the address listed for notices herein.

## 25. RENEGOTIATION

Prior to any decision by STA to expand the Transit Station to a transit center served by multiple routes, the Parties agree to enter into an automatic negotiation of a new ground lease. This Ground Lease will remain in full force and effect during any negotiation pursuant to this section until a successor Ground Lease is executed by the Parties. If the parties cannot reach an agreement through negotiation, the Ground Lease shall be terminated.

## 26. CONDEMNATION

If any of the Premises as may be required for the Transit Station, are taken by eminent domain, this Lease shall automatically terminate as of the date STA is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, not required for the Transit Station, at STA's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except STA shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits. Neither Party shall institute eminent

domain proceedings regarding the Premises or the Ground Lease during the term of this Ground Lease.

27. NOTICES

Any written notice that is provided for or given concerning this Lease may be served on the Party to whom it is intended in person or by sending it by regular mail addressed to such Party as follows:

<b>Ground Lessor</b>	<b>Ground Lessee</b>
Chief Administrative Officer Community Colleges of Spokane 501 N. Riverpoint Blvd, MS - 1004 Spokane, WA 99217-6000  Ph: 509-434-5037  With a copy to: State Board for Community and Technical Colleges Attn: Capital Budget Department 1300 Quince St. SE, 4 <sup>th</sup> floor Olympia, WA 98504	Director of Planning and Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  Ph: 509-325-6089  With a copy to: Contract Compliance Specialist Spokane Transit Authority 1230 W. Boone Ave Spokane, WA 99201

Either Party may change their address by giving written notice of such change to the other Party. Mailed notice shall be deemed received three (3) days after the date of mailing, postage prepaid.

28. REPRESENTATIONS AND WARRANTIES

The Lessor, through the State Board for Community and Technical Colleges, has and owns all rights, title and interest in and to the Premises. The Lessor, through the State Board for Community and Technical Colleges, has full power and authority to enter into this Agreement. The execution, delivery and performance of this Agreement by the Lessor does not require any approval or if approval is required it has been duly granted. The Lessor's execution and performance does not contravene any law, regulation, rule or order binding upon it.

29. ARTICLES AND SECTION HEADINGS

Headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

30. SEVERABILITY

If any clause, provision, paragraph, or sentence of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision, paragraph, or sentence shall not affect any of the remaining clauses, provisions, paragraphs, or sentences hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected, and the obligations hereby be enforced, as if such illegal or invalid clause, provision, paragraph, or sentence had not been contained herein.

31. NON-WAIVER OF BREACH

The failure of either Party to insist upon strict performance of any of the covenants and agreements of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenants or agreements; but the same shall be and remain in full force and effect.

32. ESTOPPEL CERTIFICATES

Lessee and Lessor agree from time to time promptly to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, the contents of such modifications), whether any party is in default or breach of this Lease, and the dates to which the rent and other charges have been paid in advance, if any.

33. AMENDMENTS

This lease and any provision thereof may be amended by mutual written agreement of the Parties hereto and said amendments shall be deemed incorporated herein.

34. TRADEMARKS AND LOGOS

The Parties are each prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining the written consent of the other Party.

During the construction phase of this Ground Lease Agreement, STA will publicize the upcoming improved transit operations at the Transit Station and Lessor authorizes STA to utilize the trademarks and logos of Lessor for the Transit Station's public information materials. The Parties acknowledge that this Ground Lease Agreement constitutes Lessor's written consent for such use.

35. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the Washington State Auditor's office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail. Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS OF THIS GROUND LEASE AGREEMENT.

LESSEE:

SPOKANE TRANSIT AUTHORITY

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

LESSOR:

COMMUNITY COLLEGES OF SPOKANE

Signature:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title:\_\_\_\_\_

**LESSEE SPOKANE TRANSIT AUTHORITY:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **E. Susan Meyer** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Chief Executive Officer** of the **Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Dana Infalt** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Clerk of the Authority** of the **Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**LESSOR COMMUNITY COLLEGES OF SPOKANE:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Christine Johnson, PhD** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Chancellor** of **Community Colleges of Spokane** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES:**

STATE OF WASHINGTON  
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that **Jan Yoshiwara** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Executive Director** of the **State Board for Community and Technical Colleges** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_  
free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

APPROX. LOCATION OF TRANSIT STATION

LOCATED ~ 530FT N. & 330FT E. OF  
SOUTH WEST CORNER

APPROX. AREA = 15,640

PARCEL NO. 25113.0024  
S.11, T.25N., R.42E., W.M.  
CITY OF SPOKANE,  
SPOKANE CO., WA

W. FORT GEORGE WRIGHT DR.



PARCEL NO. 25113.00245

## GROUND LEASE AGREEMENT

### SFCC Transit Station

THIS GROUND LEASE AGREEMENT (hereinafter "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between Washington State Community College District #17 hereinafter referred to as Community Colleges of Spokane ("Lessor"), and Spokane Transit Authority ("STA"), a municipal corporation providing public transportation services in accordance with Chapter 36.57A RCW ("Lessee"). Lessor and STA are individually referred to as a Party and together as Parties. This Agreement supersedes all previous lease agreements between the Parties.

WHEREAS, the property located at 3410 W. Fort George Wright Dr., Spokane, WA 99224 in Spokane County, Washington known as Spokane Falls Community College (SFCC) is owned by the State Board of Community and Technical Colleges in fee simple for the benefit of the Lessor and used for the SFCC campus; and

WHEREAS, Lessor and STA desire to jointly provide for the availability of public transportation services and related uses on and immediately surrounding Lessor's SFCC campus; and

WHEREAS, STA desires to lease, as ground lessee, from Lessor land located on the SFCC campus for the sole purpose of constructing and operating a Transit Station, as further defined herein, to provide public transportation services to the campus and surrounding area; and

WHEREAS, Lessor desires to lease, as ground lessor, such real property to STA under the terms and provisions set forth in this Ground Lease;

NOW, THEREFORE, for and in consideration of the mutual promises covenants, and performances herein contained, the Parties agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide STA with the use of the Premises to construct and operate a Transit Station, and all similar and related activities for the benefit of Lessor's students, faculty and staff and other STA transit patrons. STA has no intention of using the Premises for any other activity.

## 2. DEFINITIONS

“Ground Lease Term” means the initial term of this Ground Lease and any subsequent renewal term as mutually agreed in writing by the Parties.

“Permitted Encumbrances” means, as of any particular time, (i) this Ground Lease; (ii) utility access and other easements and rights-of-way, restrictions and exceptions which will not interfere with the operation of the Transit Station or impair the marketability of title to the Premises or Transit Station; (iii) the continuing control of the Property by STA, to the extent required and necessitated by the Federal Transit Administration and subject to this Ground Lease; (iv) STA’s exclusive use of the Transit Station, as defined herein; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Premises and as do not, in the opinion of Lessor’s counsel, materially impair the operation or marketability of title to the Premises.

“Premises” means that certain real property located at 3410 W. Fort George Wright Dr., Spokane, WA 99224 on the SFCC campus. The legal description of the property is as follows:

Parcel number 2511.3.0022.

11-25-42 PTN OF SW1/4 DAF; BEG AT SW COR OF SE1/4 OF SEC 10 -25-42 TH S89DEG 15MIN E ALG SLN SD SEC 2433.5FT TO INTERSEC WITH C/L OF GENTRY CO 100FT R/W SD P T BEING 186.2FT WLY FROM SE COR OF SD SEC10 TH ALG SD C/L NWLY AT ANG OF 59DEG 01MIN WITH S L N OF SD SEC 10 N30DEG 14MIN W 9.78FT THN41DEG 14MIN 30SDS E 84.70FT TO JUNCTION OF C/L S OF GOV WAY WITH C/L OF FT GEO WRIGHT DR AT WLY TERMINUS OF SD DR TH CONT ALG SD C/L N41DEG 14MIN 30SDS E 145.9FT TO BEG OF CURVE CONC TO RT HAVING RAD OF 573FT TH ALG SD CURVE NELY 392.21FT THRU C/A OF 39DEG 13MIN TH N80DEG 27MIN 30SDS E 321.57FT TO BEG OF CURVE CONC TO LEFT HAVING RAD OF 1572.09FT TH ALG SD CURVE NELY DIST OF 597.68FT THRU C/A OF 21DEG 46MIN 53SDS TO INTERSEC WITH CENTER LN OF RANDOLPH RD SD C/L BEING NON-TANG CURVE CONCAVE TO WEST HAVING RAD OF 2109.28FT & C/A OF 18DEG 55MIN 17SDS LONG CH BEARS N13DEG 57MIN 23SDS W 693.44FT FROM SD PT OF INTERSEC & SD PT BEING THE TRUE POB TH ALG SD CURVE NLY 695.63FT THRU SD C/A OF 18DEG 55MIN 17SDS TH N21DEG 27MIN 12SDS E 733.37FT TH N 5DEG 10MIN 30SDS E 351.66FT TO INTERSEC WITH S/L OF ELLIOTT DR SD C/L BEING NON-TANG CURVE CONC TO N HAVING RAD OF 955.37FT TH ALG SD C/L ALG SD CURVE ELY 100.58FT THRU C/A OF 6DEG 02MIN TO BEG OF TANG CURVE CONC TO LEFT HAVING RAD OF 2864.93FT LONG CH 955.37FT RAD CURVE BEARING N89DEG 20MIN E 100.56FT FROM SD PT OF INTERSEC ALG SD 2864.93FT RAD CURVE ELY 357.52FT THRU C/A OF 7DEG 09MIN TH N78DEG 19MIN E 297.30FT TO BEG OF

CURVE CONC TO LEFT HAVING RAD OF 819.02FT TH ALG SD CURVE NELY 116.26FT THRU C/A OF 8DEG 08MIN TH S27DEG50MIN E 339.07FT TO C/L OF FT GEO WRIGHT DR TH ALG SD C/L S62DEG 10M IN W 207FT TO NON-TANG CURVE CONC TO W HAVING RAD OF 1994.73F T TH ALG SD CURVE SLY 557.03FT THRU C/A OF 16DEG 0MIN LONG CH BEARSS15DEG 39MIN 30SDS W 555.22FT FROM BEG OF SD CURVE TH S 0DEG 04MIN 13SDS E 1009.97FT TO INTERSEC WITH C/L OF UNNAMED RD SD C/L BEING A NON TANG CURVE CONC TO N HAVING A RAD OF 533FT TH ALG SD CURVEWLY 114. 73FT THRU C/A 12DEG 20MIN LONG CH BEARS N87DEG 01MIN W 114.51FT FROM SD PT OF INTERSEC TH N80DEG 51MIN W 675.39FT TO AN INTERSEC WITH C/L OF FT GEO WRIGHT DR SD C/L BEING NON TAN CURVE CONCTO NW HAVING RAD OF 1572.09FT TH ALG SD C/L CURVE SWLY 39.46FT THRU C/A OF 1DEG 26MIN 18SDS TO TRUE POB EXC PTN DEEDED TO CENTRAL PRE-MIX BY DOC 330398C EXC ROADS.

The Property is to be utilized by STA for purposes of constructing and operating its Transit Station, and as further described and depicted in Exhibit A, attached hereto and fully incorporated herein by reference.

“Reasonable Time” shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching Party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

“Transit Station” means the transit facilities, amenities and appurtenant improvements constructed by STA on the Premises, consisting of transit travel lanes, bus bays and bay posts, platforms, shelters, route signage and posts, interior and exterior lighting, electronic real-time arrival and departure signage and post(s), benches, and walkways necessary to provide public transportation services; fare validation and fare procurement systems, and transit service information displays/kiosks as depicted in Exhibit A, attached hereto and fully incorporated herein by reference. A Transit Station serves as a point of origination or destination for riders, rather than a transit center served by multiple routes and utilized for transfers in addition to a point of origination or final destination.

3. DEMISING CLAUSE

Lessor does hereby lease to STA, subject only to Permitted Encumbrances, the Premises, in accordance with the terms of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein, for the sole purposes of designing, constructing and operating public transportation services on the Premises. STA shall make no other use of the Premises without the prior written consent of Lessor.

4. TERM

This Ground Lease shall commence and be effective as of [DATE]. The initial term of the Ground Lease shall be for a period of twenty (20) years from the commencement date unless terminated sooner as authorized herein. After completion of the initial term, the Parties may renew the Ground Lease by mutual written agreement for subsequent renewal terms as agreed. Any agreement to extend the lease will contain a provision allowing the Lease to be terminated with twelve (12) months written notice by Lessor.

5. RENT

The STA shall pay to Lessor an annual rent equal to \$6,970.00 per year. Rent shall be due and payable by STA on the initial effective date of the Ground Lease and on each one year anniversary thereafter. STA may prepay all or some of the rent for the initial term and any subsequent term(s) as defined in Section 3 herein.

Rent under this Ground Lease shall be recalculated every three (3) years as of the anniversary of the effective date set forth herein. Rent shall be calculated based on the number of parking spaces lost by Lessor due to construction multiplied by the current cost of a parking permit.

6. INSURANCE

In addition to the base monthly rent, if the Lessor's property insurance premiums should increase due to the construction and operation of the Transit Station, the Lessee agrees to pay a pro-rata share of insurance premium costs assessed against the property. Lessor shall provide Lessee with documentation from its insurance carrier or risk pool of any actual increase in property insurance premiums as a result of the construction and operation of the Transit Center. Upon acceptance of such documentation, Lessee shall increase the annual rent due Lessor by the amount

of the increased property insurance premium. Lessee retains the right to seek review of any such premium increase with the insurance carrier or risk pool.

7. TRANSIT STATION IMPROVEMENTS AND CONSTRUCTION

A. STA shall plan, construct and operate on the Premises its Transit Station subject to the following terms and conditions:

(1) Design, Bid, Contract and Supervise Construction. STA, at its sole expense, shall design, bid, enter into all contracts for, and supervise the design and construction of the Transit Station. STA shall obtain or verify the acquisition of any and all required licenses, permits, bonds, authorizations and other documentation as required by law, prior to issuance of the notice to proceed to STA's Contractor.

(2) Construction or Mechanics Liens Prohibited. STA shall keep the Transit Station and the improvements free from any liens arising out of work or services performed, materials furnished, or any other obligations incurred by STA as a result of such construction. Other than Permitted Encumbrances, STA shall not permit the property to become encumbered or otherwise alienated without prior written approval of Lessor. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after date of filing.

(3) Construction Site. All construction activities and ingress/egress to the construction site will be confined to such geographical areas as will be designated by the Parties on a map to be appended to this Ground Lease prior to commencement of construction. During construction Lessor agrees to grant all necessary temporary and/or permanent easements for all activities, contractors, sub-contractors, staging, ingress and egress related to construction. STA shall provide at their own expense portable toilet facilities on the construction site. SFCC facilities shall not be used by STA employees, contractors, and subcontractors during the term of this Lease.

(4) During design and construction, STA shall be responsible for risk of loss or injury to persons or property within the construction area and arising out of STA's construction activity on the Premises or arising from STA's planning and preparation for construction. STA does hereby indemnify, defend, and hold the Lessor harmless from

any claims, demands, costs, charges, and expenses arising from STA's planning, preparation and/or construction activity on the Premises.

(5) STA, at its expense, shall comply with all applicable state and local laws in the planning and construction of any improvements on the Premises. STA will assume full responsibility for complying with all requirements of the State Environmental Policy Act and will assume lead agency status thereunder.

(6) SFCC and Lessor Plan Approval. At all times during each phase of planning, design and construction of the Transit Station, STA shall consult with Lessor and SFCC. STA shall obtain prior approval of the final plans and designs for the Transit Station from Lessor prior to the issuance of the notice to proceed to STA's contractor. STA's designs and plans shall be consistent with current and future planned SFCC architectural designs. Transit Station signage, building's façades, surfaces and landscaping shall be consistent with the overall SFCC campus design and standards. Proposed plans and designs may be rejected, and approval withheld, only where the proposals presented are aesthetically or physically incompatible with the physical surroundings or functionally incompatible with the mission and/or Master Plan of the Lessor. Lessor shall respond to requests for approval in not more than seven (7) business days. The approval required by this paragraph shall not apply to routine maintenance or emergency repairs which are necessary for the preservation of life or property. Lessor shall also have right of approval over landscaping design, provided that such approval may be withheld only where the proposed landscape design is aesthetically or functionally incompatible with the surroundings or inconsistent with overall campus design/standards.

(7) As part of the construction phase, STA shall at their own expense, make the necessary improvement to the entrances/surface roadways in order to sustain an increase in bus traffic. STA shall pay all costs associated with ongoing repairs and or maintenance necessary to sustain ongoing bus traffic to the satisfaction of the Lessor.

B. Lessor hereby authorizes STA to have installed such utility services as may be required for STA's construction of the Transit Station and the use of the Premises during the term of this Ground Lease. STA shall pay all costs of such utility installations and associated charges and fees. Lessor agrees to grant such easements as are necessary for the installation and

maintenance of utility services to the Transit Station provided only that such be installed in coordination with Lessor on the least disruptive route possible.

C. STA shall carry and maintain in full force and effect throughout the term of this lease public liability and property damage insurance with the Washington State Transit Insurance Pool, a risk pool authorized by the State of Washington, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Lease. This insurance shall cover such claims as may be caused by any act, omission or negligence of the Lessee or its officers, agents, representatives or assigns. The limits of liability insurance, which may be increased from time to time as deemed necessary by the State, shall not be less than as follows:

General Aggregate Limits:	\$2,000,000
Each Occurrence	\$1,000,000
Medical Expense Limit	\$5,000

Such insurance policy or policies shall not be reduced or cancelled without one hundred and eighty (180) days prior written notice to Lessor. Written proof of such insurance shall be provided within ten (10) days of the commencement of this Lease for an initial one (1) year period. Lessee shall annually provide to Lessor proof of continuation of said insurance in the amounts and terms indicated above.

Please be advised that all SFCC, District 17 (which includes Lessor) employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state and/or SFCC, District 17. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.1320.

As between Lessee and Lessor only, each of these Parties agree to be responsible for damages to persons or property resulting from the negligent acts or omissions on the part of itself, its employees, officers, agents, or invitees. Neither of the Parties to this Lease assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation, not a party to this Lease. Additionally, for the purposes of this Lease only, neither of the Parties to this Lease shall be considered the agent of the other party.

D. STA agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to

comply with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

E. STA is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Transit Station.

F. Governmental Fees: All fees due to the City, County or State on account of any inspections made on the Transit Station by any officer thereof shall be the responsibility of and paid for by the Lessee for the duration of the lease.

G. The provisions of this section shall apply to the Transit Station constructed by STA on the Premises and to any subsequent alterations, remodeling, additions or further improvements to the Transit Station or the Premises constructed by STA.

#### 8. MAINTENANCE OF TRANSIT STATION

STA, at its own expense, shall maintain the Transit Station, including landscaping, and any improvements constructed thereon, in a presentable manner comparable to the condition of other facilities of the Lessor on its college campus during the term of this Lease. Additionally, STA, at its own expense, shall endeavor to ensure student/bus traffic safety by maintaining the crosswalks both within the Transit Station and immediately adjacent to the Transit Station. STA shall be responsible for the removal of snow and ice from lanes, sidewalks and public walkways located on the Transit Station and for keeping the Transit Station free from litter and debris. STA shall permit no waste, damage or injury to the Premises. If at any time Spokane Clean Air Authority or another mutually agreed upon enforcement agency, determines that bus emissions are affecting campus building air quality, the Parties agree that the Transit Station operations shall cease and/or be curtailed pending the identification and implementation of a solution that will mitigate the air intake/emission issue. STA is responsible and must pay for any repairs necessary to the Premises and all buildings, fixtures and improvements at any time during the term of the Lease to the satisfaction of the Lessor. During the hours when the Transit Station is not operating Lessor shall

have the right to access the Transit Station in the case of any emergency, to take whatever action it deems necessary for the public health, safety, welfare or interest, to maintain, repair or shut down the Transit Station. In such event, Lessor shall give STA the earliest notice practicable.

9. SECURITY OF TRANSIT STATION

STA shall install adequate lighting and a video surveillance system with image capture for the Transit Station. Additionally, STA shall reimburse Lessor for all security staff time required to respond and intervene to damaging/disrupting events caused by STA's employees, agents, guests, patrons, or invitees. STA acknowledges that the Transit Station is located on SFCC's campus and accordingly students and faculty are subject to the rules, policies, and procedures of the Lessor, as well as the laws, rules and regulations of STA, the City of Spokane and the state regarding the conduct of persons using public transportation. Lessor shall immediately inform STA security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior within the Transit Station. STA shall immediately inform Lessor's campus security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior at the Transit Station or any ridership-related incidents that move on to campus from the Transit Station. STA security personnel shall provide Lessor with a written monthly report of all incidents on the Premises involving STA security personnel in form necessary to allow Lessor to meet its obligations under the Clery Act, 20 U.S.C. § 1092(f). Such report shall be provided to Lessor not later than the 10<sup>th</sup> day of each month. STA will fully cooperate with any and all investigations initiated by the Lessor.

Smoking shall be prohibited except in designated areas. The use and possession of alcoholic beverages and/or controlled substances shall be prohibited and not tolerated. STA recognizes that the Transit Station is located on a college campus and will take reasonable measures to ensure and comply with the Federal Drug-Free Workplace Act of 1988 and Drug Free Schools and Communities Act of 1989.

10. COMPLIANCE WITH LAW

STA, at its own expense, shall keep and use the Transit Station, and any improvements or facilities constructed thereon, in accordance with applicable federal, state, and local laws, and specifically including the health, safety and building ordinances and regulations of the City of Spokane and Spokane County.

11. STA USE AND CONTROL OF TRANSIT STATION

Subject to the provisions of this Ground Lease, the control and administration of the Premises, Transit Station and any transit facilities, buildings, fixtures or other improvements constructed on the Premises by STA are solely and exclusively in STA control during the Ground Lease Term.

12. ASSIGNMENT/SUBLEASE

STA may not assign this Lease or sublet the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessors shall respond to approve or disapprove a request for consent within sixty (60) days of receipt of the request. If such response is not received within sixty days, it will be considered approved and STA will proceed with sublease. Where assignment is permitted, such assignee assumes, in full, the obligations of Lessee under this Ground Lease Agreement. Dissolution of Lessee by the voters pursuant to RCW 36.57A.160 shall initiate the judicial administration of STA's obligations under this Ground Lease Agreement pursuant to Ch. 53.48 RCW.

13. EXPENSES

During the term of this Agreement, Lessor shall pay all real estate taxes, all property assessments and storm water fees. STA shall pay all public utility costs associated with the operation of the Transit Station which shall be used in or charged against the leased Premises during the full term. All utility service to the Transit Station needed for STA operations shall be separately metered.

Lessee shall be solely responsible for maintenance and trash removal to the Transit Station.

#### 14. HAZARDOUS SUBSTANCES

Lessee will not cause or permit any activities on the Premises that directly or indirectly could result in the Premises or surrounding property being contaminated with Hazardous Substances. Hazardous Substances shall mean any substance or material designated as hazardous or toxic waste or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance in effect presently or in the future.

Lessee shall indemnify, protect, defend, and hold Lessor, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance brought onto the Premises or surrounding property by or for the Lessee or under Lessee's control. Lessor shall indemnify, protect, defend, and hold Lessee, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance that was not brought onto the Premises or surrounding property by or for the Lessee.

No termination, cancellation, or release agreement entered into by Lessee and Lessor shall release Lessee and Lessor from their respective obligations under this Lease with respect to Hazardous Substances.

#### 15. REIMBURSEMENT FOR DAMAGE

STA hereby agrees to reimburse the Lessor for property damages and disruption to the SFCC property caused by the negligence or actions of its employees, agents, guests, patrons, or invitees. Lessor hereby agrees to reimburse STA for property damage to the Premises or Transit Station caused by the negligence or actions of Lessor's employees, agents, guests, patrons, or invitees. Additional reimbursement would include security staff time required to respond and intervene in such damaging/disrupting events. Damages payable under this section shall be limited to actual damages, as demonstrated by invoices, vouchers or other supporting documents.

16. WAIVER OF SUBROGATION

Lessee and Lessor each hereby waive any right of recovery against the other due to loss of or damage to the property of either party when such loss or damage to property arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured, or non-insured.

17. DUTY TO CURE

Upon receiving notice of a condition requiring cure, the non-breaching Party shall initiate and complete cure or repair of such condition within a Reasonable Time. A condition requiring cure includes any condition resulting from a breaching Party's failure to carry out any obligation under the Lease.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within the applicable Reasonable Time, the breaching Party shall immediately notify the non-breaching Party. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within the applicable Reasonable Time and provide the earliest date that the work can be completed. It is not a justifiable ground for delay that the Lessor does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts either the operations of STA or Lessor, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises. All other conditions shall be a "non-emergency condition." Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness of a condition independent of any such notice.

18. SELF HELP

If the breaching Party does not cure within a Reasonable Time, the nonbreaching Party may cure all or part of the default after providing notice to the breaching Party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. The nonbreaching Party will submit properly executed vouchers and proof of payment of the actual

costs of the cure to the breaching Party, who shall remit payment to the non-breaching Party within thirty (30) days of receipt.

The nonbreaching Party is under no obligation to cure some or all of the default of the breaching Party. To the extent that the nonbreaching Party does not cure the default, the nonbreaching Party may pursue its legal and contractual remedies against the breaching Party. The nonbreaching Party's failure to cure the breaching Party's default does not waive the nonbreaching Party's rights to relief. Nothing herein removes or lessens either Party's obligation to mitigate damages.

19. LESSOR'S ACCESS/USE OF PREMISES

The Lessor shall have and retain the non-exclusive right to use the Premises for ingress, egress, parking and vehicle and pedestrian circulation, provided Lessor shall not impede the operations of STA's public transportation services and operations. Neither Party shall use the Premises in such a way as to deny or impede mutual access thereto except as provided herein.

20. GOVERNING LAW

This Ground Lease is governed by and interpreted under the laws of the State of Washington, and venue, in the event of litigation, shall be in Spokane County Superior Court.

22. LAWS

STA agrees to comply with all applicable ordinances and regulations for use of said property. Lessor acknowledges the authority of STA, through its commissioned security personnel, to enforce all applicable laws, city ordinances and STA's Rules of Conduct on the Premises during the term of this Ground Lease.

23. MERGER AND MODIFICATION

This Agreement constitutes the sole agreement between the Parties and there are and will be no oral representations which will be binding upon any of the Parties hereto. No amendment or modification of this Agreement shall be effective unless executed in writing by the respective Parties.

24. TERMINATION

A. STA may terminate this lease at any time by giving twelve (12) months advance written notice to Lessor, said notice to be sent by regular mail to Lessor at the address listed for notices

herein. In the event this lease is not renewed at the conclusion of the initial term or terminated pursuant to the procedures set forth herein, STA shall remove the Transit Station from the Premises at its own expense before the termination date and restore the Premises to their former condition. If any facilities, equipment or improvements are not so removed, Lessor shall have the right to either remove, dispose of or keep any such facility equipment or improvements provided, however, that actual costs incurred for such removal and restoration of the Premises to their former condition shall be paid to Lessor by STA within sixty (60) days of written request therefore. Said request shall identify Lessor's material costs, personnel wage rates and hours required for said removal or restoration to the satisfaction of STA.

B. Lessor may terminate this Lease by giving twelve (12) months advance written notice to STA, said notice to be sent by regular mail to STA at the address listed for notices herein.

## 25. RENEGOTIATION

Prior to any decision by STA to expand the Transit Station to a transit center served by multiple routes, the Parties agree to enter into an automatic negotiation of a new ground lease. This Ground Lease will remain in full force and effect during any negotiation pursuant to this section until a successor Ground Lease is executed by the Parties. If the parties cannot reach an agreement through negotiation, the Ground Lease shall be terminated.

## 26. CONDEMNATION

If any of the Premises as may be required for the Transit Station, are taken by eminent domain, this Lease shall automatically terminate as of the date STA is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, not required for the Transit Station, at STA's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except STA shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits. Neither Party shall institute eminent

domain proceedings regarding the Premises or the Ground Lease during the term of this Ground Lease.

27. NOTICES

Any written notice that is provided for or given concerning this Lease may be served on the Party to whom it is intended in person or by sending it by regular mail addressed to such Party as follows:

Ground Lessor	Ground Lessee
Chief Administrative Officer Community Colleges of Spokane 501 N. Riverpoint Blvd, MS - 1004 Spokane, WA 99217-6000  Ph: 509-434-5037  With a copy to: State Board for Community and Technical Colleges Attn: Capital Budget Department 1300 Quince St. SE, 4 <sup>th</sup> floor Olympia, WA 98504	Director of Planning and Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  Ph: 509-325-6089  With a copy to: Contract Compliance Specialist Spokane Transit Authority 1230 W. Boone Ave Spokane, WA 99201

Either Party may change their address by giving written notice of such change to the other Party. Mailed notice shall be deemed received three (3) days after the date of mailing, postage prepaid.

28. REPRESENTATIONS AND WARRANTIES

The Lessor, through the State Board for Community and Technical Colleges, has and owns all rights, title and interest in and to the Premises. The Lessor, through the State Board For Community and Technical Colleges, has full power and authority to enter into this Agreement. The execution, delivery and performance of this Agreement by the Lessor does not require any approval or if approval is required it has been duly granted. The Lessor's execution and performance does not contravene any law, regulation, rule or order binding upon it.

29. ARTICLES AND SECTION HEADINGS

Headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

30. SEVERABILITY

If any clause, provision, paragraph, or sentence of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision, paragraph, or sentence shall not affect any of the remaining clauses, provisions, paragraphs, or sentences hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected, and the obligations hereby be enforced, as if such illegal or invalid clause, provision, paragraph, or sentence had not been contained herein.

31. NON-WAIVER OF BREACH

The failure of either Party to insist upon strict performance of any of the covenants and agreements of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenants or agreements; but the same shall be and remain in full force and effect.

32. ESTOPPEL CERTIFICATES

Lessee and Lessor agree from time to time promptly to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, the contents of such modifications), whether any party is in default or breach of this Lease, and the dates to which the rent and other charges have been paid in advance, if any.

33. AMENDMENTS

This lease and any provision thereof may be amended by mutual written agreement of the Parties hereto and said amendments shall be deemed incorporated herein.

34. TRADEMARKS AND LOGOS

The Parties are each prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining the written consent of the other Party.

During the construction phase of this Ground Lease Agreement, STA will publicize the upcoming improved transit operations at the Transit Station and Lessor authorizes STA to utilize the trademarks and logos of Lessor for the Transit Station's public information materials. The Parties acknowledge that this Ground Lease Agreement constitutes Lessor's written consent for such use.

35. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the Washington State Auditor's office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail. Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS OF THIS GROUND LEASE AGREEMENT.

LESSEE:

SPOKANE TRANSIT AUTHORITY

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

LESSOR:

COMMUNITY COLLEGES OF SPOKANE

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE SPOKANE TRANSIT AUTHORITY:

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **E. Susan Meyer** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Chief Executive Officer** of the **Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Dana Infalt** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Clerk of the Authority** of the **Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**LESSOR COMMUNITY COLLEGES OF SPOKANE:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Christine Johnson, PhD** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Chancellor of Community Colleges of Spokane** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES:**

STATE OF WASHINGTON  
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that **Jan Yoshiwara** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Executive Director of the State Board for Community and Technical Colleges** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

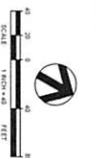
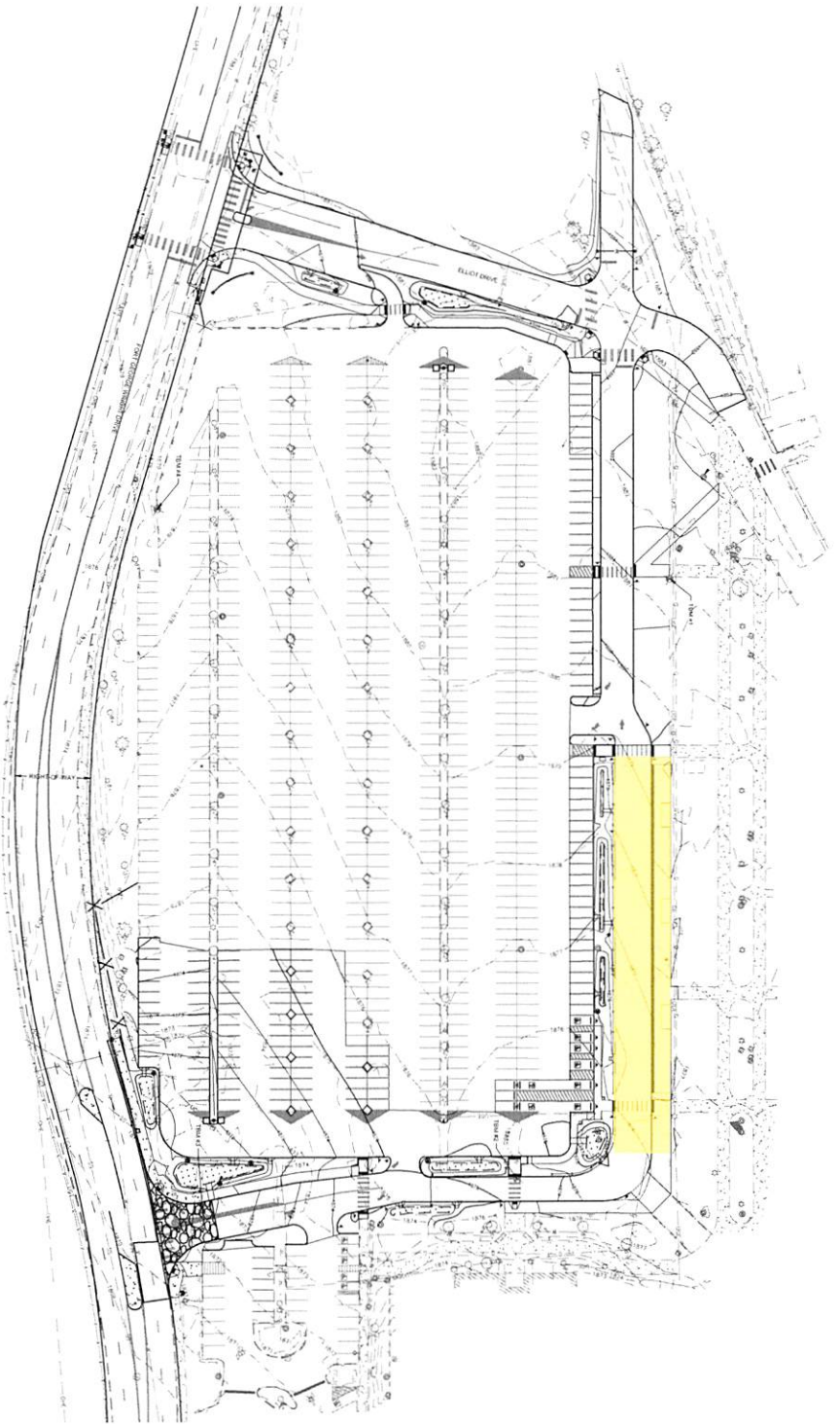
My appointment expires \_\_\_\_\_  
free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

TRANSIT STATION



**ITEM INFORMATION**

ITEM #	DESCRIPTION	EXISTING	PROPOSED	REMARKS
1	STATION BUILDING	100' X 30'	100' X 30'	
2	PARKING LOT	240' X 120'	240' X 120'	
3	LANDSCAPING	100' X 30'	100' X 30'	
4	WATER TREATMENT	100' X 30'	100' X 30'	
5	STATION PLATFORM	100' X 30'	100' X 30'	
6	STATION ENTRANCE	100' X 30'	100' X 30'	
7	STATION EXIT	100' X 30'	100' X 30'	

**LEGEND**

	STATION BUILDING
	STATION PLATFORM
	STATION ENTRANCE
	STATION EXIT

**NOTES**

1. SEE THE SITE PLAN FOR A DETAILED DESCRIPTION OF THE PROPOSED IMPROVEMENTS.

2. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SPOKANE'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.



**ASCE**

1201 N. Foothill Blvd., Suite 200  
Spokane, WA 99208  
PH: 509.325.2000  
FAX: 509.325.2001  
WWW.ASCE.ORG

# EROSION AND SEDIMENT CONTROL PLAN

**SPOKANE FALLS STATION**  
3410 W. FORT GEORGE WRIGHT DR  
SPOKANE, WA 99224

**Spokane Transit Authority**  
1200 W. Boone Avenue, Spokane, Washington 99201



**811**  
Know what's below.  
Call before you dig.

**C-201**

# **SPOKANE TRANSIT AUTHORITY**

## **BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM** **4D** : APPROVAL FOR TEMPORARY CONSTRUCTION EASEMENT  
BETWEEN SPOKANE COUNTY AND STA FOR MORAN  
STATION IMPROVEMENTS

**REFERRAL COMMITTEE:** Board Operations

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Dan Wells, Deputy Director of Capital Projects

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**SUMMARY:** In June 2018, Spokane Transit executed an agreement with IBI Group to plan, design and implement the Monroe/Regal High-Performance Transit Line and the associated Moran Station Park & Ride. At the time of execution, STA staff and Spokane County staff were in midst of conversation about the possibility of the Moran Station Park & Ride using the adjacent Spokane County parcel which includes a segment of the Ben Burr Trail for the purposes of stormwater management.

This Temporary Construction Easement (TCE) provided by Spokane County to STA provides right-of entry, license and temporary construction easement for the relocation and construction of additional stormwater facilities for the Moran Station Park & Ride and the county's trail.

Spokane Transit's work to relocate and construct the additional facilities includes the deconstruction and relocation of the existing paved section of the trail and a newly realigned and paved section of Trail that connects to East 57<sup>th</sup> Avenue, the Park & Ride, and aligns with a pathway within the Park & Ride that connects to the intersection of East 57<sup>th</sup> Avenue and South Palouse Highway.

A future permanent easement will be required for the permanent use of the County's property for stormwater facilities. In exchange, STA will agree to allow bicycle and trail parking within the Park & Ride when available and STA will install bicycle racks and a water bottle filler on STA property.

**RECOMMENDATION TO COMMITTEE:** Recommend Board approval of the Temporary Construction Easement between Spokane County and Spokane Transit for the construction of stormwater facilities and the reconstruction of the Trail on Spokane County property and authorize the CEO to execute the easement on behalf of Spokane Transit.

**COMMITTEE ACTION:** Approved as presented and forwarded to the Board consent agenda.

**RECOMMENDATION TO BOARD:** Approve as presented.

**FINAL REVIEW FOR BOARD BY:**

Division Head   KO   Chief Executive Officer   ESM   Legal Counsel   LM

Return Address  
Spokane Transit Authority  
Attn: Contracts  
1230 W Boone Ave  
Spokane, WA 99201

## **RIGHT OF ENTRY, LICENSE AND TEMPORARY CONSTRUCTION EASEMENT**

IN CONSIDERATION of the mutual promises, covenants and conditions contained herein, the parties agree as follows.

### **RECITALS**

A. This Right of Entry and Temporary Construction Easement ("TCE") between **SPOKANE TRANSIT AUTHORITY**, a public transportation benefit authority of the state of Washington ("STA"), hereinafter called Grantee, and **SPOKANE COUNTY**, a political subdivision of the state of Washington ("County"), hereinafter called Grantor, is made this \_\_\_\_ day of Month, Year.

B. **Description of Property.** County warrants that it is the owner of that certain real property consisting of a 75-foot wide right-of-way ("ROW"), generally running South from the southerly termination of South Myrtle Street to East 57<sup>th</sup> Ave., which includes the paved Ben Burr bicycle and pedestrian trail, ("Trail"). The Property is located adjacent to the Western boundary of Spokane County Assessor's Tax Parcel No. 34031.0496 ("Parcel"), which Parcel is owned by STA and is the future site of the Moran Station Park & Ride.

1. **Right of Entry, License, and Construction Easement.** Grantor grants a Right of Entry, License and Temporary Construction Easement to STA, its agents, employees and contractors, to enter and use all of the area of the Property adjacent to the Western boundary line of the Parcel (Temporary Construction Easement or "TCE") for the relocation and construction of additional stormwater facilities to store, treat and manage stormwater from the County's Trail and STA's Moran Station Park & Ride ("Facilities"). STA's work to relocate and construct the Facilities will include the deconstruction and relocation of the existing paved section of the Trail and the construction of a new Trail section connecting to the Trail, the Moran Station Park & Ride and the 57<sup>th</sup> Street sidewalk and all necessary appurtenances ("Trail Improvements"). The area of the TCE and a depiction of the planned Facilities and Trail Improvements (together, "Improvements") are delineated on the drawing attached as Exhibit "A."

2. **Restoration.** Upon completion of its construction project, STA or its agent shall restore the landscaping to a condition reasonably comparable to the condition in which it existed

prior to STA's construction of the Improvements.

3. **Ownership of Improvements.** Upon completion of construction, ownership of and responsibility for continued maintenance and management of all Improvements constructed by STA shall vest fully in County.

4. **Hold Harmless.** STA agrees to fully indemnify and hold Grantor, and each of its successors, heirs and assigns, harmless from and against any and all injury and damage claims, demands, obligations, judgments, award, expenses, and liabilities of any and every kind, including without limitation attorney's fees and all litigation costs and expenses, which may be made or arise against or be incurred by Grantor from, due to, or relating to STA's conduct or activities on or about the Property, and/or conduct or activities of STA's employees, agents, invitees, contractors, on the Property for purposes of this TCE.

5. **Term.** This Agreement shall be effective from the date of acceptance, and shall automatically terminate upon completion of the Improvements on the Property. A project construction schedule has been provided to Grantor and STA will obtain Grantor's approval of schedule changes or delays, provided such approval shall not be unreasonably withheld.

This TCE shall run with the land for so long as it remains in effect.

7. **Attorneys' Fees.** Should it be necessary for either party to enforce their rights under this agreement by litigation in a court of law, the prevailing party shall be entitled to recover and collect all costs and reasonable attorneys' fees as determined by the court resolving the litigation. As used in this entire paragraph, "costs" shall include, without limitation, the actual costs and charges of court reporters, transcription costs of depositions, discovery costs, expert witness and consultant's fees, legal messengers charges, long distance telephone charges, copying and fax machine charges/costs, postage and other mailing costs, and all other out-of-pocket expenses and charges incurred which relate in any way to pursuing enforcement or handling interpretation or breach of agreement issues regarding this agreement. As used herein, "prevailing party" means the party in whose favor a final judgment is rendered in a court of law.

Further, after award or judgment is entered the prevailing party shall be fully

entitled to recover against the losing party all future costs, attorneys' fees and all expenses which may be incurred in collecting upon and/or enforcing the award or judgment, including, without limitation, bond costs, sheriff's fees, filing and/or court fees, and all time spent by attorneys on behalf of the prevailing party in handling and pursuing collection/enforcement of the award or judgment. The prevailing party shall be entitled to provisions in any such award or judgment which set forth the within collection or enforcement rights to future costs and fees.

8. **Successors and Assigns.** Without limiting the foregoing provisions, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

**GRANTEE:**

SPOKANE TRANSIT AUTHORITY,

a special purpose district of the State of  
Washington

By: \_\_\_\_\_

E. SUSAN MEYER  
Chief Executive Officer

**GRANTOR:**

SPOKANE COUNTY, WASHINGTON, a  
political subdivision of the State of  
Washington, by and through its BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of Month, Year, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **E. SUSAN MEYER**, to me known to be the person who signed as **CEO**, of **SPOKANE TRANSIT AUTHORITY**, a public transportation benefit authority of the State of Washington, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of SPOKANE TRANSIT AUTHORITY for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said entity.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of Month, Year, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared\_\_\_\_\_, to me known to be the person who signed as **Chair of the Board of County Commissioners, Spokane County**, a political subdivision of the State of Washington, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed SPOKANE COUNTY, WASHINGTON for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said entity.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

**EASEMENT AREA AND DEPICTION OF IMPROVEMENTS**

DRAFT

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 4E :** **SEPTEMBER 2019 SERVICE REVISIONS (FINAL RECOMMENDATION)**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Kathleen Weinand, Principal Transit Planner

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**SUMMARY:** Consistent with the *STA Moving Forward* (STAMF) plan approved by the Board and funding authorized by voters, fixed route bus improvements are scheduled to take place in September. These changes include introducing the service and schedule for the Monroe-Regal Line, the new South Commuter Express, and new service between Airway Heights and the West Plains Transit Center in addition to other route and schedule adjustments.

Staff presented the Draft Recommendation for the September service revisions at the Performance Monitoring and External Relations (PMER) Committee's February meeting. The Draft Recommendation was made available on the web. Notice of the Draft Recommendation and an online follow-up survey was conveyed via email to individuals who provided input on the Preliminary Proposal. Ninety-three responses were submitted to the online survey. STA received four written comments on the Draft Recommendation. The STA Board held a duly-noticed public hearing on the recommendation at their February 21, 2019 meeting with no testimony received at that time.

Staff have prepared a Final Recommendation for Board action at the March meeting. Written comments from customers submitted on the Draft Recommendation are included in the appendix of the report. The Final Recommendation reflects technical analysis, customer feedback, and adopted STA policies and plans. The final recommendations are the same as was recommended in the Draft Recommendation and presented to the PMER Committee in February, with the exception that recommendations to routes in Cheney have since been determined.

In response to feedback on changes to the Route 68 that took place on September 16, 2018, and an unanticipated negative ridership trend, revisions are recommended to routes in Cheney. STA has coordinated with the City of Cheney and Eastern Washington University (EWU) to identify opportunities to improve the local service. A separate online survey and outreach process was conducted to collect feedback on draft concepts for improvement. Based on the collected feedback, policy guidance and technical analysis a new route and changes to the routes 64 and 68 are recommended, including a recommendation to introduce Route 67 Swoop Loop as a seasonal route associated with the regular EWU school sessions. These changes will take place on May 19, 2019 as approved within the CEO's authority.

All the recommended changes are detailed in the *September 2019 Service Revisions - Final Recommendation* report which can be viewed by following the STA website link:

[http://www.spokanetransit.com/files/content/Sept\\_2019\\_Final\\_Recommendation.pdf](http://www.spokanetransit.com/files/content/Sept_2019_Final_Recommendation.pdf)

**RECOMMENDATION TO COMMITTEE:** Recommend the Board approve the September 2019 Service Revisions as presented in the Final Recommendation effective September 15, 2019.

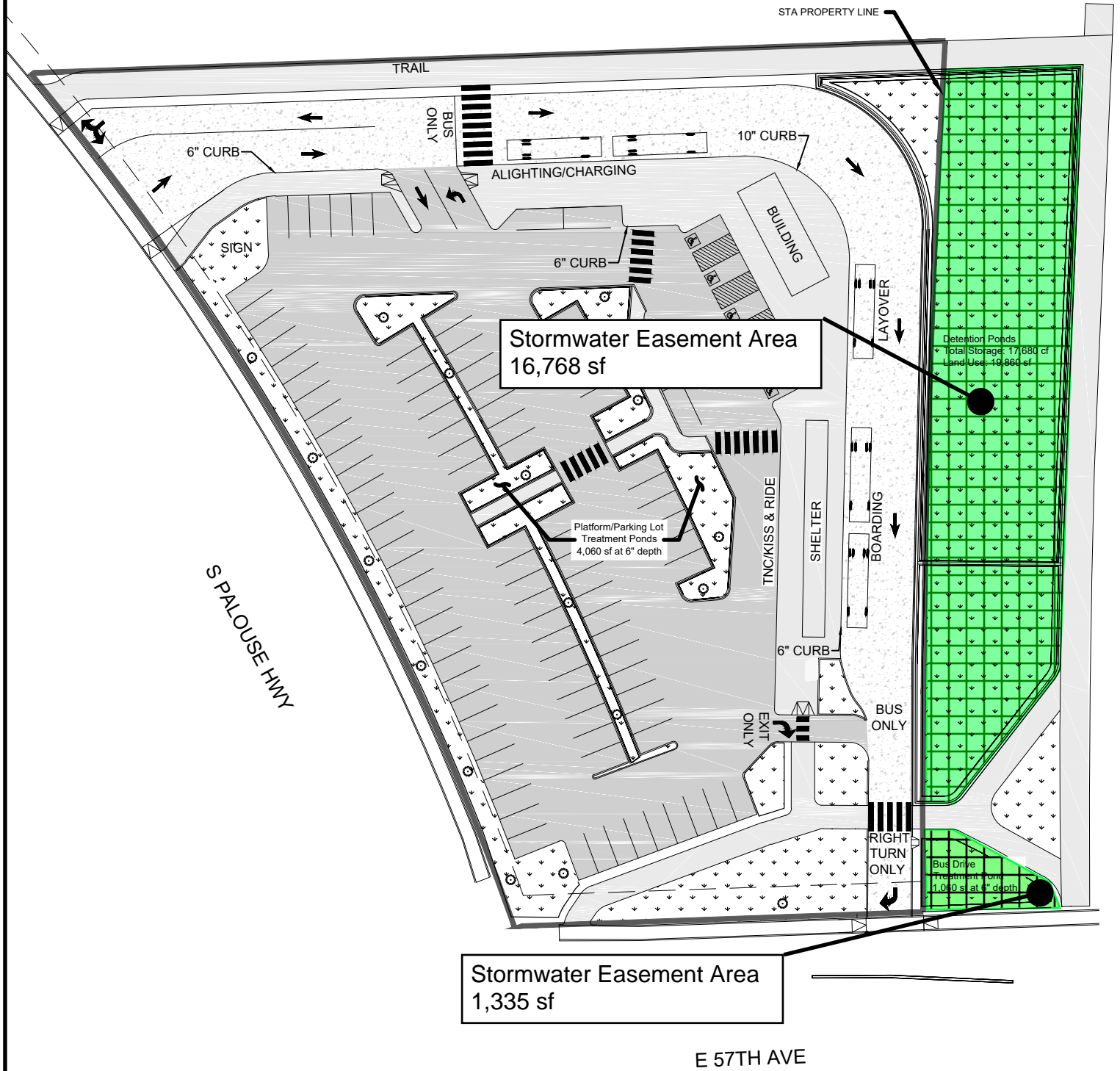
**COMMITTEE ACTION:** Committee recommends the Board approve the September 2019 Service Revisions as presented in the Final Recommendation effective September 15, 2019.

**RECOMMENDATION TO BOARD:** Approve as presented.

**FINAL REVIEW FOR BOARD BY:**

Division Head KO Chief Executive Officer ESM Legal Counsel LM

# Stormwater Easement Exhibit (11/14/2018)



## No. OF STALLS

- 105 TOTAL
- 5 ADA
- 4 PUDO
- 96 STANDARD

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 7A:** BOARD OPERATIONS COMMITTEE CHAIR'S REPORT

**REFERRAL COMMITTEE:** Board Operations (*Mumm*)

**SUBMITTED BY:** Al French for Candace Mumm, Committee & Board Chair

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**SUMMARY:**

A verbal report will be given at the Board meeting.

**RECOMMENDATION TO BOARD:** Receive report.

**FINAL REVIEW FOR BOARD BY:**

Division Head // Chief Executive Officer *ESM* Legal Counsel *LM*

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 8A :** PLANNING & DEVELOPMENT COMMITTEE CHAIR'S REPORT

**REFERRAL COMMITTEE:** Planning & Development (*Grover/French*)

**SUBMITTED BY:** Al French, Committee Chair

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**SUMMARY:**

A verbal report will be given at the Board meeting.

**RECOMMENDATION TO BOARD:** Receive report.

**FINAL REVIEW FOR BOARD BY:**

Division Head   //   Chief Executive Officer   *ESM*   Legal Counsel   *LM*

## SPOKANE TRANSIT AUTHORITY

### BOARD MEETING OF

March 21, 2019

**AGENDA ITEM**    **8Ai:**    2019 TRANSIT DEVELOPMENT PLAN BOARD GUIDANCE

**REFERRAL COMMITTEE:**    N/A

**SUBMITTED BY:**            Karl Otterstrom, Director of Planning & Development  
Mike Tresidder, Associate Transit Planner

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**SUMMARY:** According to STA Board Resolution 681-11, the Planning & Development Committee is accountable for designing and coordinating the Board's participation in Spokane Transit's strategic and operational planning. The agency's primary mid-range planning document is the Transit Development Plan (TDP). The 2018 TDP may be viewed on STA's website at [spokanetransit.com/projects-plans/transit-development-plan](http://spokanetransit.com/projects-plans/transit-development-plan). The 2019 TDP is expected to be adopted in July 2019 and will include the Capital Improvement Program and the Service Implementation Plan. The planning horizon of the 2019 TDP is through 2025, which is six years plus the current year.

The first step in the development of the TDP is for the Board to set forth six-year planning guidance statements. The planning guidance statements set forth in the 2018 TDP, which have remained unchanged since the 2016 TDP, are as follows:

#### **Board Guidance for 2018 TDP**

**Foster and Sustain Quality.** Continue initiatives and projects that improve the quality and usefulness of STA's services, facilities, information and customer service. Affordable public transportation adds value to the community and improves the quality of life in the region and the efficiency of the region's road system through congestion relief. Employ new technologies and industry trends that advance these ends.

**Maintain a State of Good Repair.** Continue vehicle replacement and facility maintenance / improvement programs in order to avoid the problematic consequences of deferred action.

**Expand Ridership.** Continue to foster ridership markets in line with the principles of Connect Spokane. Identify and leverage the factors that drive ridership and can be influenced locally in communities of Spokane's size. Outside of travel to home, work and school trips make up the majority of trips taken on STA services. Continue to foster these foundational markets while expanding the usefulness of service for other travel purposes.

**Proactively Partner in the Community.** Coordinate with jurisdictions and other agencies to implement community planning and economic development strategies and pursue the agency's sustainability goals. Be a leader in implementing the regional transportation visions.

**Advance and Adapt the System Growth Strategy.** Grow the transit system consistent with community growth and resources. Respond to changing demographic and behavioral trends. Ensure that maintenance and operations facilities are sized to accommodate cost effective growth plans.

The TDP project schedule proposes that the Planning and Development Committee will develop the Mid-Range Planning Guidance over the next three meetings. Beginning in May, the Committee will review the draft sections of the plan, working toward board approval of the plan in July, consistent with the schedule shown below.

February	March	April
Overview of the 2019 TDP process and requirements	Preparing Mid-range Planning Guidance; first review of major activities	Final Recommendation on Mid-Range Planning Guidance, first look at revenue/expenditure forecast assumptions

May	June	July
Review proposed Service Implementation Plan, Capital Improvement Program, financial forecasts	Draft TDP presented; Public hearing scheduled	P&D Committee recommendation on Final Plan

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head   //   Chief Executive Officer   *ESM*   Legal Counsel   *LM*

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 9A:** PERFORMANCE MONITORING AND EXTERNAL RELATIONS  
COMMITTEE CHAIR'S REPORT

**REFERRAL COMMITTEE:** Performance Monitoring & External Relations (*Kinnear*)

**SUBMITTED BY:** Lori Kinnear, Committee Chair

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**SUMMARY:**

A verbal report will be given at the Board meeting.

**RECOMMENDATION TO BOARD:** Receive report.

**FINAL REVIEW FOR BOARD BY:**

Division Head // Chief Executive Officer ESM Legal Counsel LM

# **SPOKANE TRANSIT AUTHORITY**

## **BOARD MEETING OF**

March 21, 2019

### **AGENDA ITEM 9Ai: YEAR END 2018 PERFORMANCE MEASURES**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Roger Watkins, Chief Operations Officer

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**SUMMARY:** A set of the 2018 Year End Performance Measures is included in this packet. Staff will be prepared to address any questions about any measure. The complete report will also be posted to the STA website. The following is a summary of significant measures that are of particular interest or that the Committee has provided guidance for staff to highlight on a routine basis.

#### **Earn and Retain the Community's Trust**

##### **Ridership.**

Ridership for Fixed Route ended the year with a 1.9% decrease compared to ridership in 2017. Fixed Route provided 10,069,599 rides in 2018 vs. 10,264,971 in 2017.

- The Fixed Route ridership decrease can be attributed to several issues. The Eastern Washington University (EWU) Eagle Pass ridership decreased by over 39,000 rides, which may be partially attributed to modifications made to the local Cheney route. Additionally, staff noted that while revenue rides decreased by 95,000, non-revenue rides decreased by over 119,000 rides representing 61% of the total decrease. This was primarily due to nearly 79,000 fewer transfers and nearly 23,000 fewer riders under age six.
- The lack of snow and ice conditions in January and February, as well as November and December, may have contributed to the overall decrease in ridership for the year. Staff normally see a bump in ridership during inclement weather, and the lack of inclement weather sometimes results in decreased ridership.
- Finally, after a mid-year fare increase, which often results in a ridership decline, staff saw a small but noticeable decline in ridership in the months following the increase. Staff observed a decrease of 128,000 monthly pass rides but an increase of nearly 105,000 7-day pass rides, indicating a shift away from monthly passes to the less expensive weekly passes. Furthermore, staff saw a decrease of nearly 105,000 adult cash at the farebox rides.

STA's goal in Paratransit is to manage growth and incur no more than a 1.5% increase over the 2017 ridership level. At year end, Paratransit ridership was down 0.2% compared to 2017 (476,032 vs. 477,010).

- STA's Paratransit ridership growth has been successfully managed since 2005. From a high of 521,000 trips in 2009, staff have been successful in slightly reducing demand to the current level. This has been accomplished through a combination of creative programs such as In-Person Assessments, Mobility Training, Special Use Van Program, and the Van Grant Program. The very slight decrease this year may be a temporary pause in the demographic pressures of an aging population and the dynamics of Spokane as a regional center for services for individuals with disabilities.

Vanpool ridership decreased in 2018 by 11.8% (157,433 vs. 178,457 in 2017). STA's goal was to increase ridership by 2.5% this year.

- Vanpool lost several groups due to retirements and layoffs. When one or two members of a vanpool group drop out of a group, it often results in the entire group folding. In 2018, the program collected nearly 100% of the operational and administrative costs through its fare structure. Staff have aggressively sought out large employers as markets for new vanpool formations.
- Vanpool ended 2018 with 76 active van groups and 562 participants. Some 2018 Vanpool facts: 18 Vanpool groups originate from Idaho, 23 Vanpool groups arrive daily at Fairchild, 9 serve Triumph every day, and 11 Vanpool groups go the VA hospital.

### **Passengers per Revenue Hour (PPRH).**

#### ***Fixed Route PPRH was 23.44***

- This is below the goal of 25. As STA introduces new service and extends service hours on late nights and weekends, staff expects that PPRH will be moderated somewhat until that new service fully matures in 2 to 3 years. Staff anticipates as ridership grows with the new service, PPRH will increase back above goal. STA remains one of the most efficient transit agencies in the Pacific Northwest.

#### ***Paratransit PPRH was 2.78***

- This is short of the goal of 3.0 PPRH. The PPRH goal is a very aspirational goal; in comparison to other regional Paratransit operations, performance goals of 2.5 are common. The board recently approved a new goal of 2.8 PPRH for 2019.

### **Provide Excellent Customer Service**

#### **Professional and Courteous.**

- The company-wide average for “professional and courteous” rating exceeded the goal of a 4.5 average (on a 5 point scale) from customer observations in our Quality Counts! Survey program. STA’s overall average was 4.81.

#### **On Time Performance (OTP).**

- At 93.6% OTP, Fixed Route exceeded STA’s goal of 93% of trips running on time (on time is measured as a bus departing between 0 to 5 minutes from the scheduled departure time).
- At 89.8% OTP, Paratransit OTP came in below the goal of 93% set for 2018. Similar to other goals, a 93% on time performance rate is an aspirational goal. The American Bus Bench Group (ABBG) average is slightly above 80%. STA was in the top 5 performers in the ABBG in 2017, the most recent published results available. Staff have implemented a number of scheduling and dispatching changes that have shown positive results over the last several months.

### **Enable Organizational Success**

#### **Operator Ride Checks.**

- Fixed Route and Paratransit both met the goal of 100% successful ride checks for all active coach and van operators.

### **Exemplify Financial Stewardship**

#### **Cost per Passenger.**

- Fixed Route and Paratransit both far surpassed STA’s goal to keep the cost per passenger at 95% of the average cost of the urban systems in Washington State.
  - Fixed Route cost per passenger was \$5.47. This is 63.0% of the urban systems’ average.
  - Paratransit cost per passenger was \$29.55. This is 56.3% of the urban systems’ average.

#### **Cost Recovery from User Fees (Farebox Recovery).**

- Fixed Route YTD farebox recovery is down to 17.69%, well below the goal of 20%. The Board-approved fare changes in 2017 and 2018 will help restore this recovery ratio. However, it is important to note that ridership will also need to be restored to 2015 ridership levels in order to meet/exceed the 20% goal.
- Paratransit farebox recovery is at 5.26% which is above the goal of 5%. This represents an increase of .47% from the 2017 recovery rate.

**Ensure Safety**

**Preventable Accident Rate.**

- At 0.09, Fixed Route was just above STA's standard of 0.08 preventable accidents per 10,000 miles and remained the same as in 2017. This rate is better than most American Bus Benchmark Group (ABBG) members. Another key indicator is severity and most of STA's preventable accidents for 2018 were relatively minor, with 46 of 57 accidents categorized in the lowest category of damage and no injuries.
- At 0.08, Paratransit met STA's standard of 0.10 preventable accidents per 10,000 miles. This is a decrease of .07%, nearly half of the 2017 rate. For perspective, a goal of 0.10 is significantly lower than the ABBG average of 0.14 per 10,000 miles. It should also be noted that 10 of the 12 Paratransit preventable accidents did not cause any damage or cause any injury. Staff counts all vehicle contact as an accident, even if no damage occurs.

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head *RHW*      Chief Executive Officer *ESM*      Legal Counsel *LM*



# Performance Measures Year End 2018



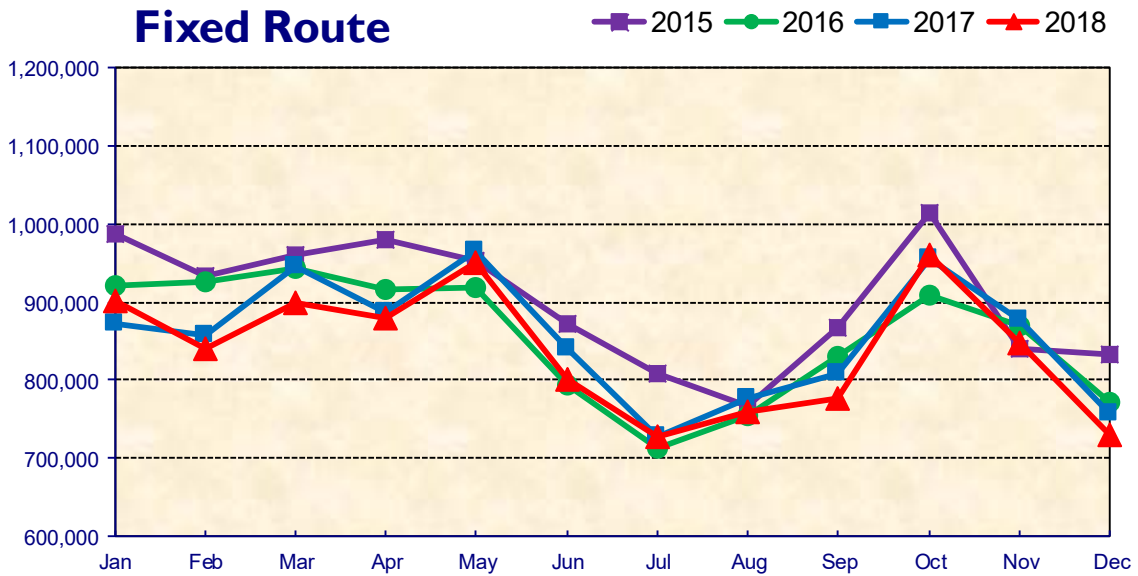
## Priorities and Objectives

1. **Earn and Retain the Community's Trust**
2. **Provide Excellent Customer Service**
3. **Enable Organizational Success**
4. **Exemplify Financial Stewardship**
5. **Ensure Safety**



# Ridership

## Fixed Route



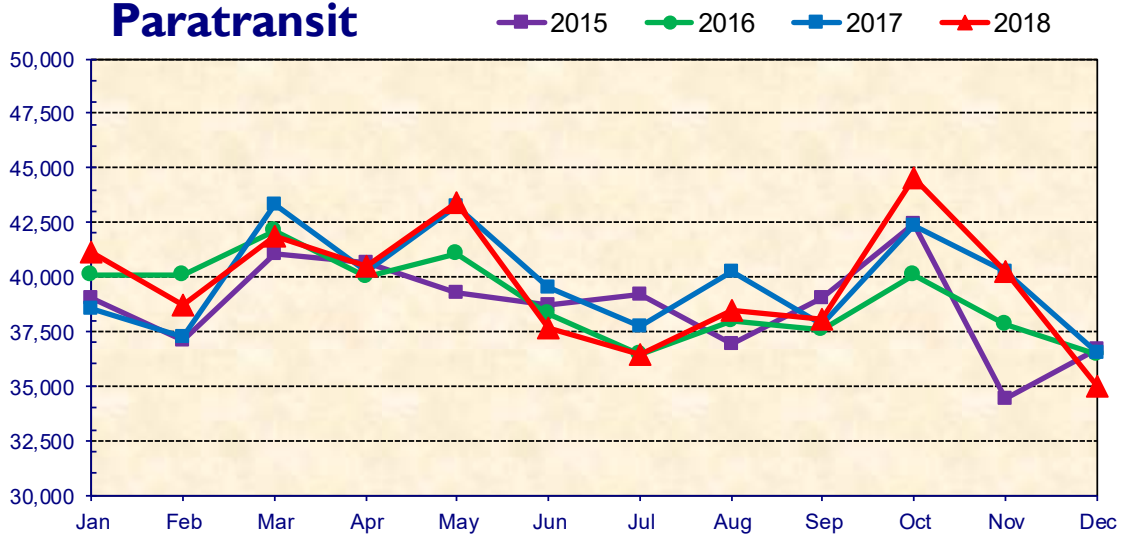
2015 = 10,815,736  
 2016 = 10,261,789  
 2017 = 10,264,971  
 2018 = 10,069,599

**2018 Goal: 1.5% Increase over 2017**  
**2018 Result: 1.9% Decrease at Year End**  
**2019 Goal: 2% over 2018 actual**

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# Ridership

## Paratransit



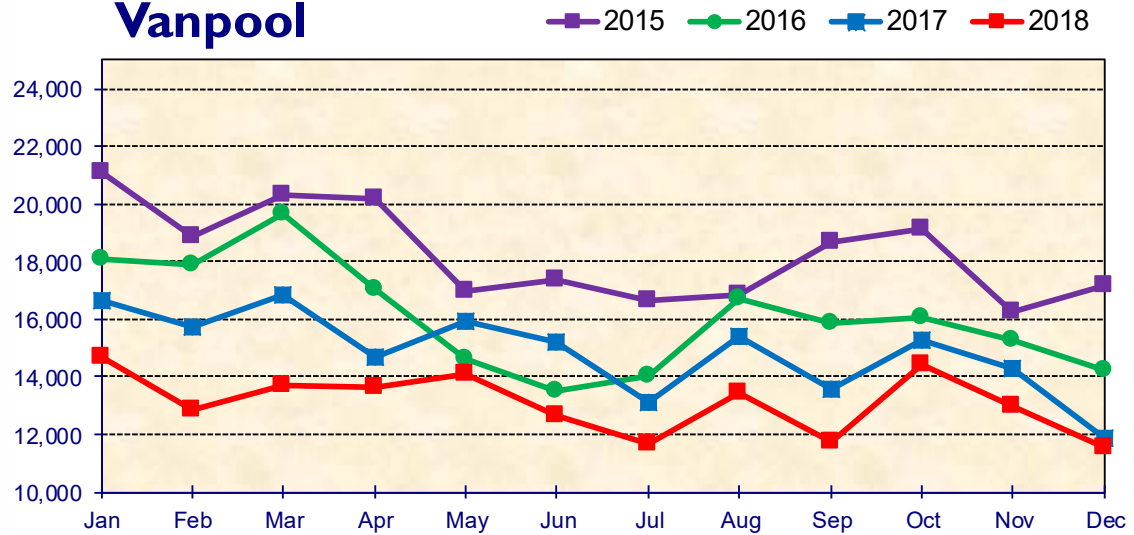
2015 = 464,449  
 2016 = 468,050  
 2017 = 477,010  
 2018 = 476,032

**2018 Goal: 1.5% Increase over 2017**  
**2018 Result: 0.2% Decrease at Year End**  
**2019 Goal: 1.5% over 2018 actual**

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# Ridership

## Vanpool



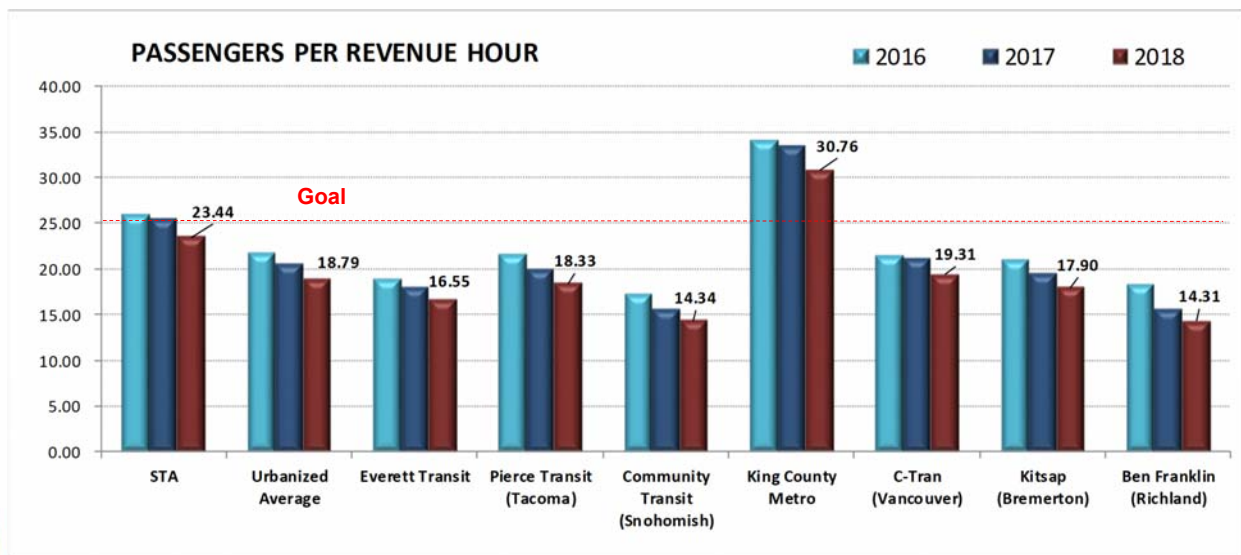
2015 = 219,578  
 2016 = 193,006  
 2017 = 178,457  
 2018 = 157,433

**2018 Goal: 2.5% Increase over 2017**  
**2018 Result: 11.8% Decrease at Year End**  
**2019 Goal: 1% over 2018 actual**

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# Service Effectiveness

## Fixed Route

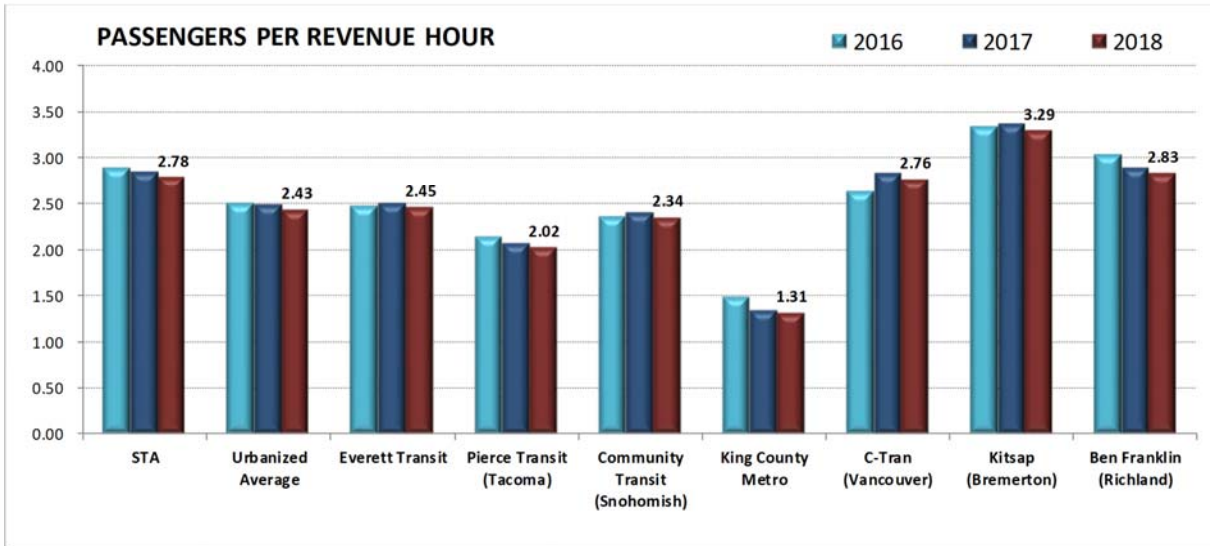


**2018 GOAL: TRANSPORT 25.0 OR MORE PASSENGERS PER REVENUE HOUR**  
**2018 Status: 6.2% below goal**  
**2019 Goal: Transport 25.0 or more Passengers Per Revenue Hour**

\* System averages assume a performance equal to STA for 2017 & 2018

# Service Effectiveness

## Demand Response



**2018 GOAL: TRANSPORT 3.0 OR MORE PASSENGERS PER REVENUE HOUR**

**2018 Status: 7.0% under goal**

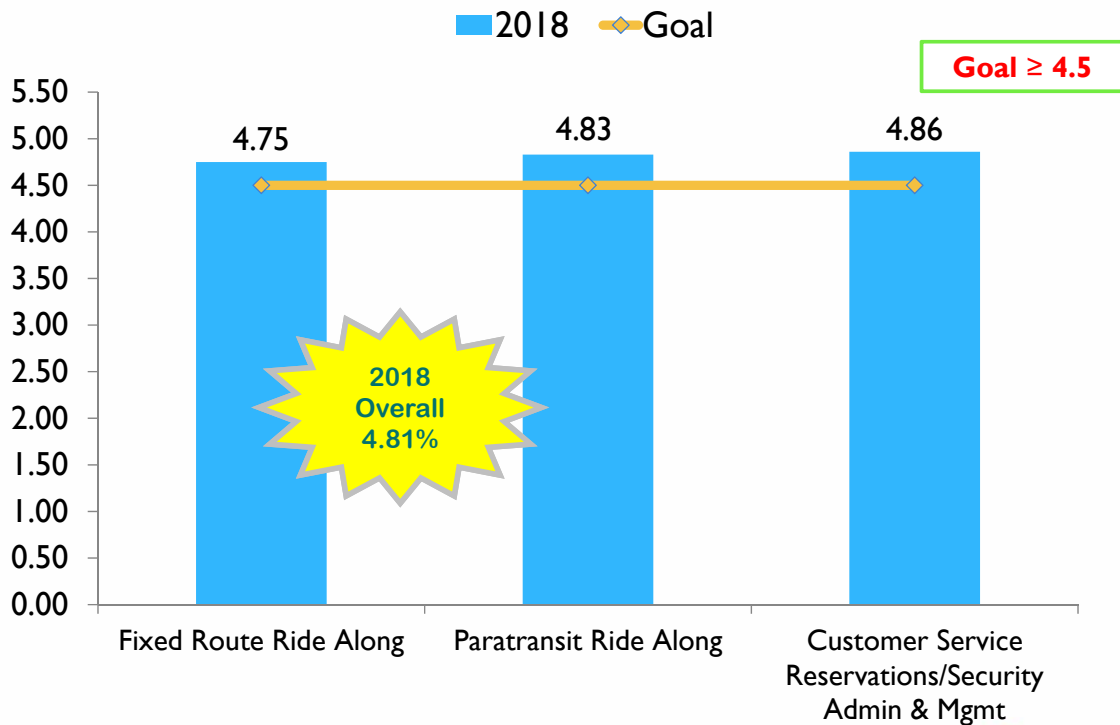
**2019 Goal: Transport 2.8 or more Passengers Per Revenue Hour**

\* System averages assume a performance equal to STA for 2017 & 2018

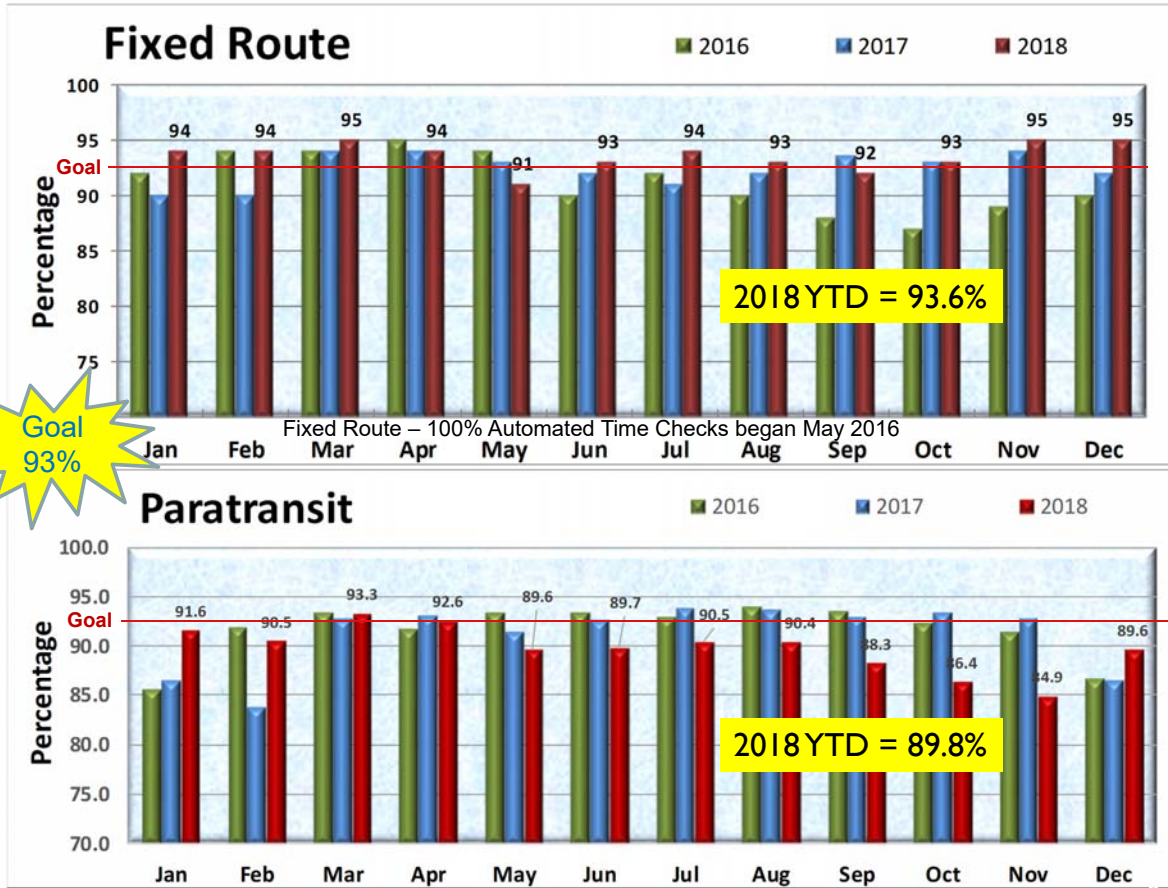


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## Professional & Courteous



# On Time Performance



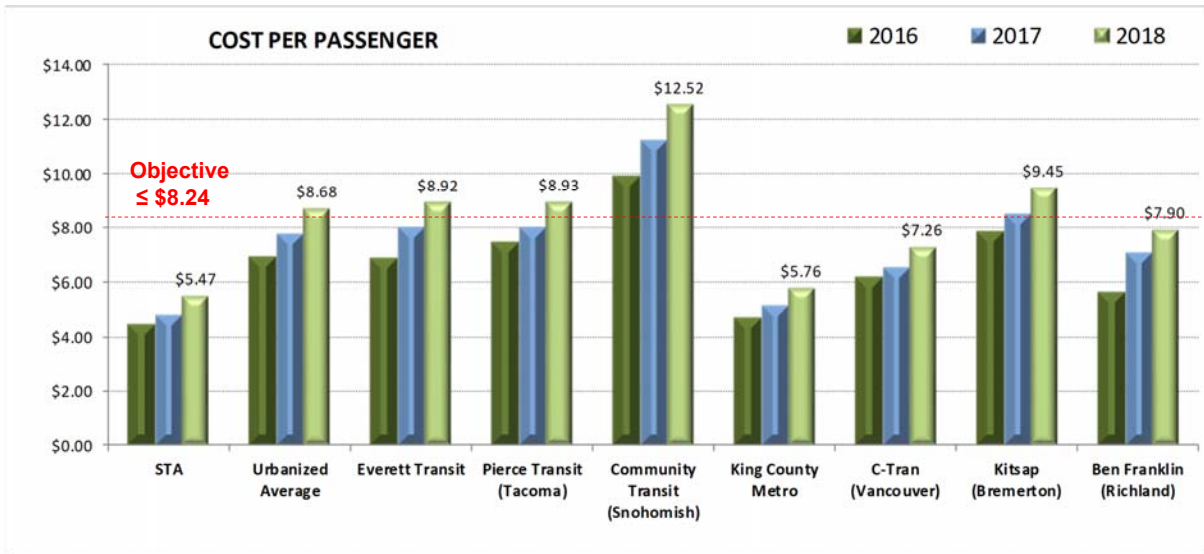
## Ride Checks/Ride Along

	2017	2018	Goal
Fixed Route	265* of 273 completed	270 of 270 completed	100% of operators checked annually
Paratransit	55* of 59 completed	55* of 60 completed	100% of operators checked annually

\* All active Operators completed

## Fixed Route

## Cost Effectiveness



**2018 OBJECTIVE: CONSTRAIN OPERATING COST PER PASSENGER TO NO MORE THAN 95% OF THE STATEWIDE AVERAGE FOR URBAN SYSTEMS**

**2018 : 63% (STA - \$5.47; Urban Average - \$8.68)**

**2019 Objective: Constrain operating cost/passenger to no more than 95% of the statewide average for urban systems**

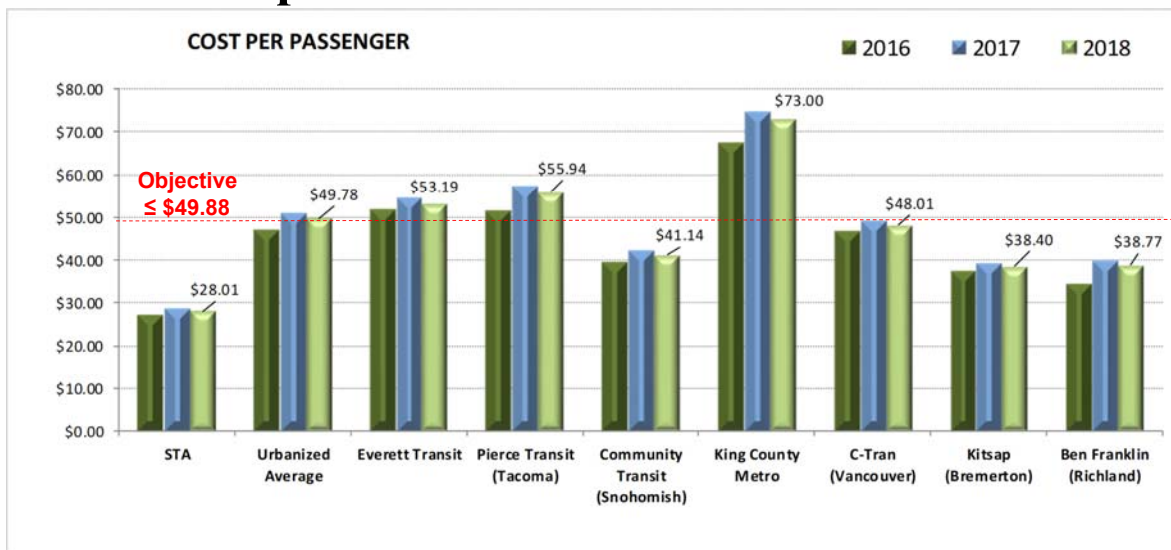
Notes: Previous year results  
2016 and 2017 data from NTD reports  
STA 2018 data reflects unaudited year-to-date



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## Demand Response

## Cost Effectiveness



**OBJECTIVE: CONSTRAIN OPERATING COST PER PASSENGER TO NO MORE THAN 95% OF THE STATEWIDE AVERAGE FOR URBAN SYSTEMS**

**2018: 56.3% (STA - \$29.55; Urban Average - \$52.50)**

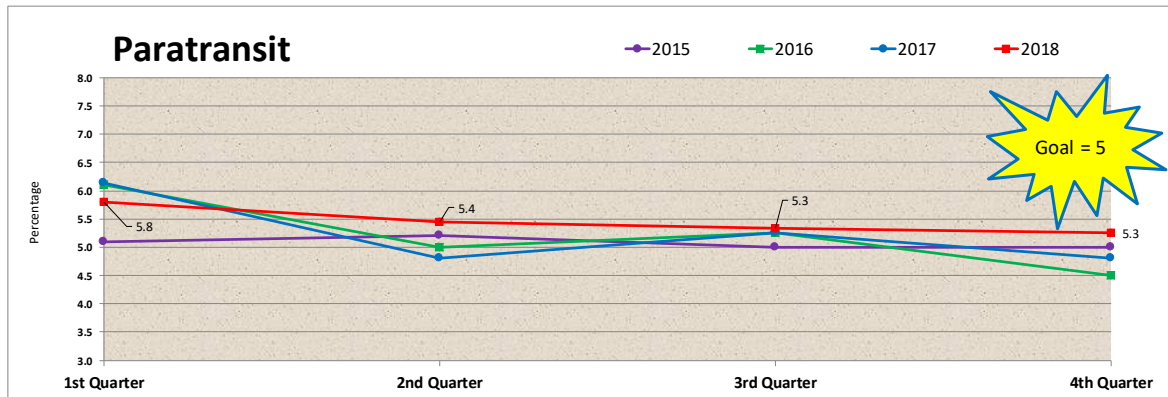
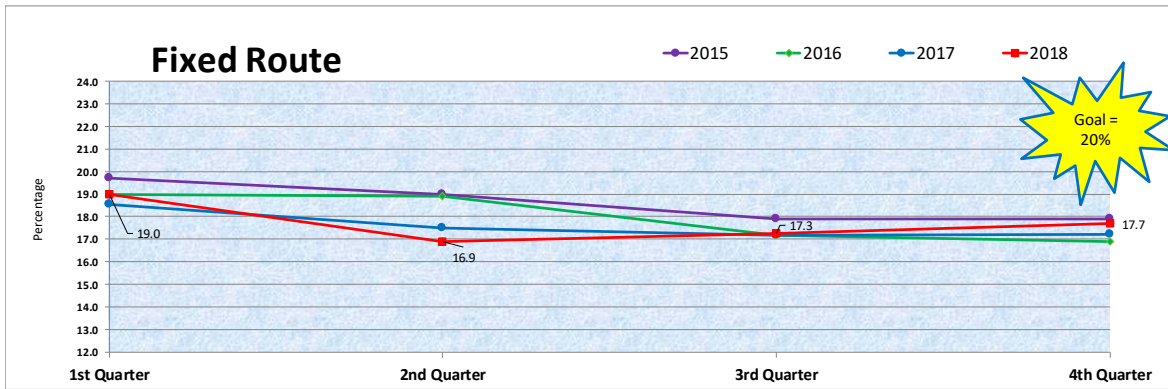
**2019 Objective: Constrain operating cost/passenger to no more than 95% of the statewide average for urban systems**

Notes: Previous year results  
• 2016 and 2017 data from NTD reports  
STA 2018 data reflects unaudited year-to-date



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# Cost Recovery from User Fees



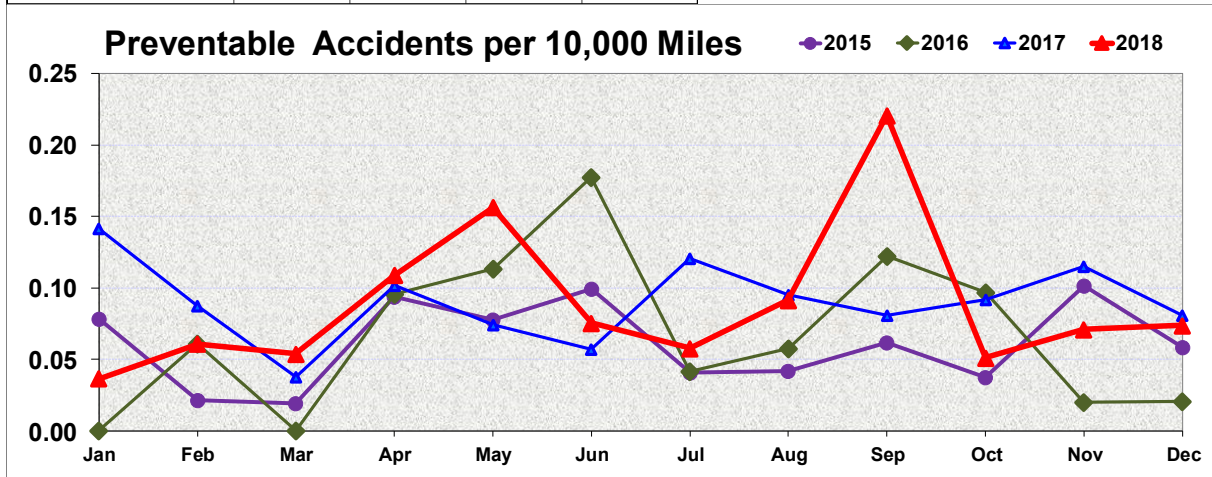
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### Fixed Route

	2015	2016	2017	2018
Jan	4	0	7	2
Feb	1	3	4	3
Mar	1	0	2	3
Apr	5	5	5	6
May	4	6	4	9
Jun	5	9	3	4
Jul	2	2	6	3
Aug	2	3	5	5
Sep	3	6	4	11
Oct	2	5	5	3
Nov	5	1	6	4
Dec	3	1	4	4
<b>Total Prev. Accidents</b>	<b>37</b>	<b>41</b>	<b>55</b>	<b>57</b>
<b>YTD PREVENTABLE ACCIDENTS PER 10,000 MILES</b>	<b>0.06</b>	<b>0.07</b>	<b>0.09</b>	<b>0.09</b>

## Preventable Vehicles Accidents

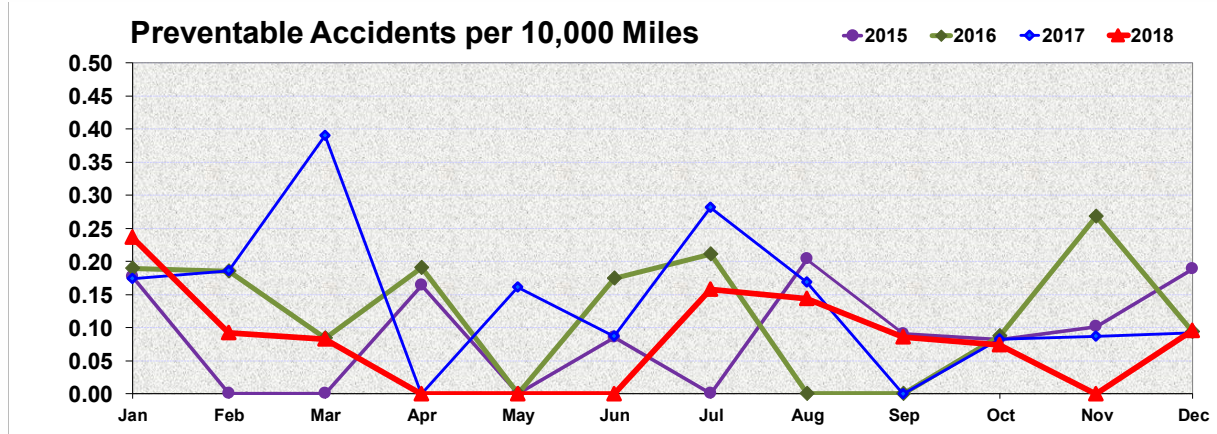
Goal:  
≤ 0.08 per  
10,000 miles



# Preventable Vehicles Accidents

Paratransit				
	2015	2016	2017	2018
Jan	2	2	2	3
Feb	0	2	2	1
Mar	0	1	5	1
Apr	2	2	0	0
May	0	0	2	0
Jun	1	2	1	0
Jul	0	2	3	2
Aug	2	0	2	2
Sep	1	0	0	1
Oct	1	1	1	1
Nov	1	3	1	0
Dec	2	1	1	1
<b>Total Prev. Accidents</b>	<b>12</b>	<b>16</b>	<b>20</b>	<b>12</b>
<b>YTD PREVENTABLE ACCIDENTS PER 10,000 MILES</b>	<b>0.09</b>	<b>0.12</b>	<b>0.15</b>	<b>0.08</b>

**Goal:**  
≤ 0.10 per  
10,000 miles



**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 9Aii:** 2018 UNAUDITED YEAR-END FINANCIAL REPORT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Lynda Warren, Director of Finance & Information Services

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**SUMMARY:** Attached are the 2018 year-end financial results.

- Annual revenues exceeded budget by \$11.8 million.
- Annual operating expenses were \$5.7 million below budget. Fuel expenses comprised \$615,000 of this difference.
- Due to the timing of projects, approximately \$19.0 million of the adopted capital budget remained unexpended in 2018. The majority of this was incorporated into the 2019 capital budget.

**RECOMMENDATION TO BOARD:** Information only

**FINAL REVIEW FOR BOARD BY:**

Division Head LW Chief Executive Officer ESM Legal Counsel LM



# **2018 Unaudited Year-End Financial Report**

## **Board of Directors Meeting**

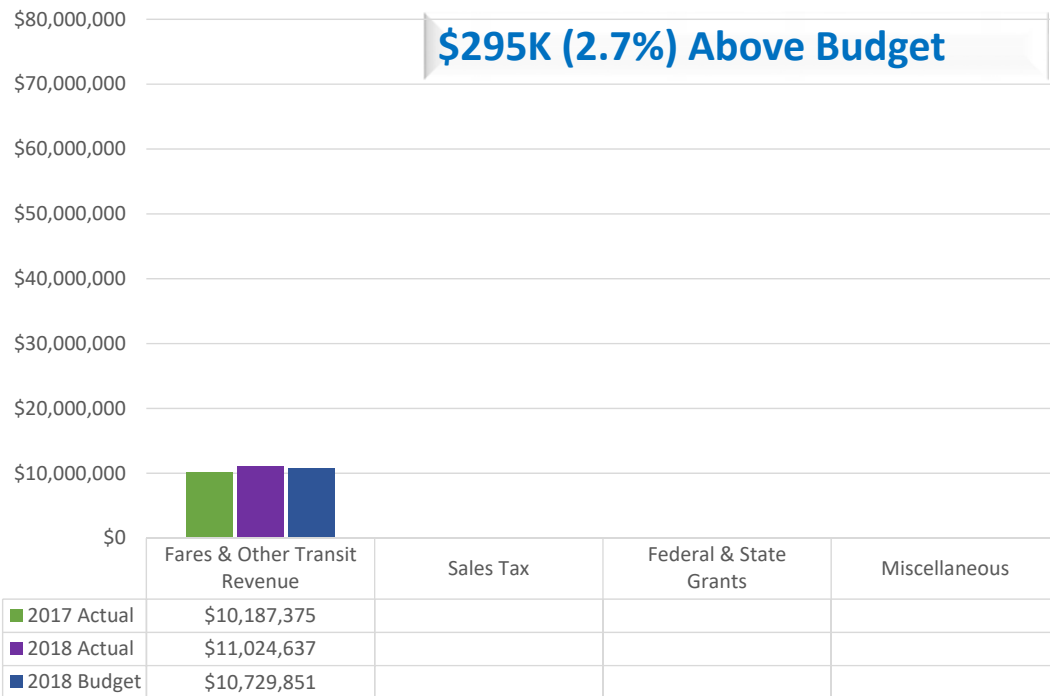
Lynda Warren  
Director of Finance & Information Services  
March 21, 2019



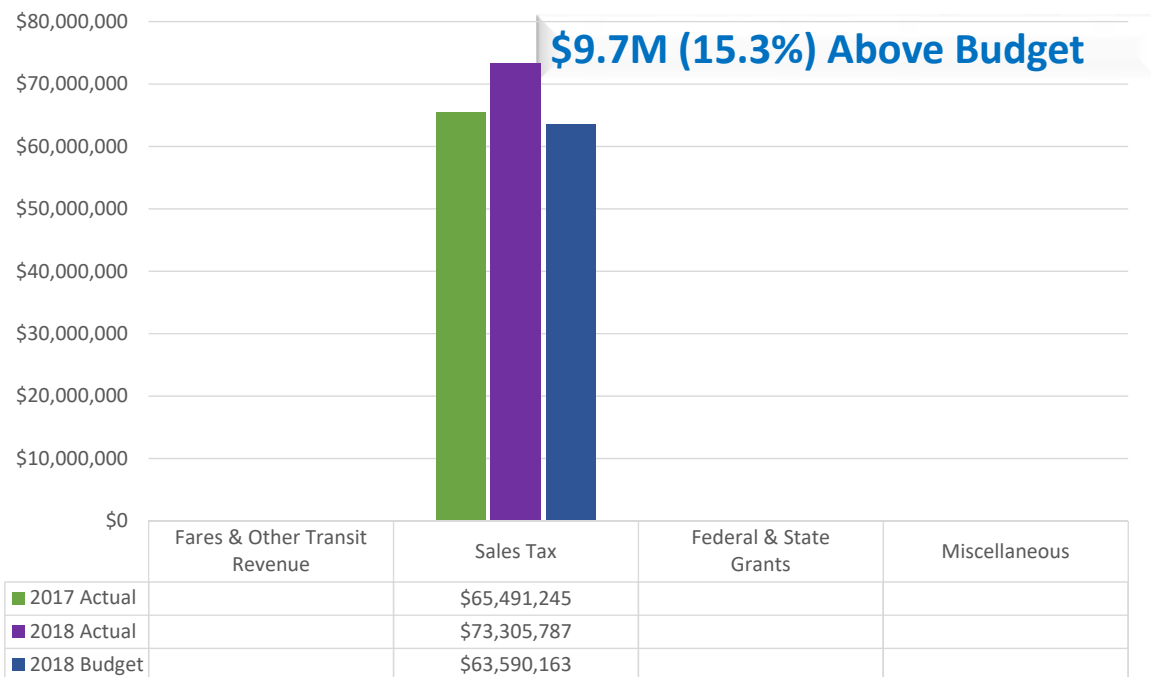
## **REVENUE**



# 2018 Fares & Other Transit Revenue

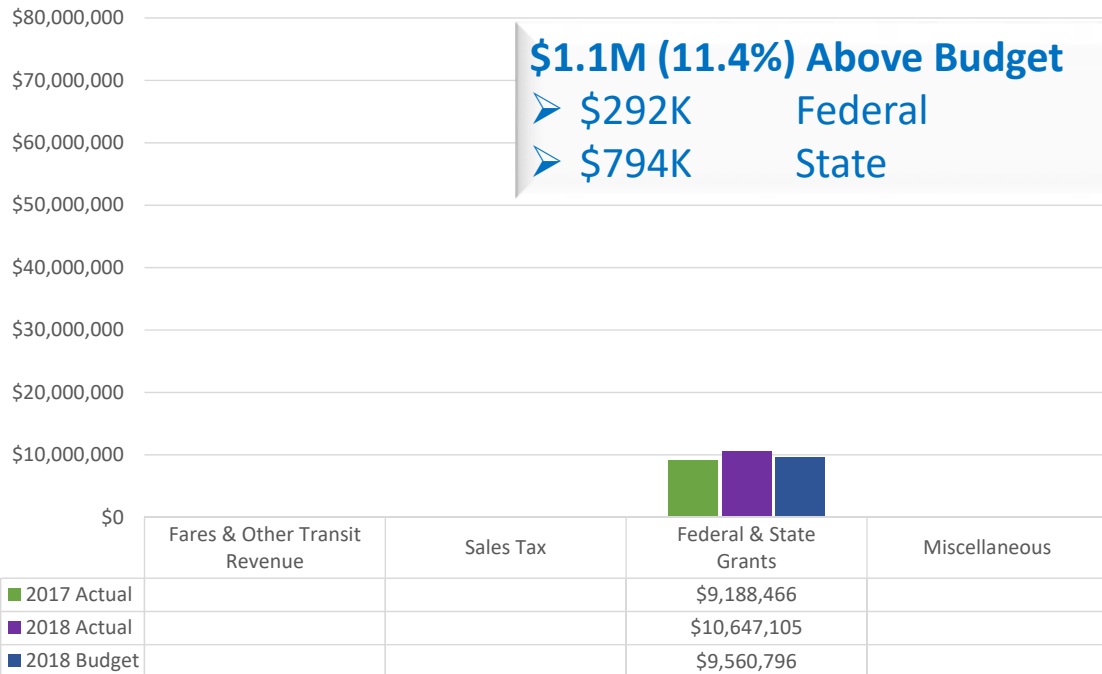


# 2018 Sales Tax Revenue\*



\*Voter-approved

# 2018 Federal & State Grant Revenue

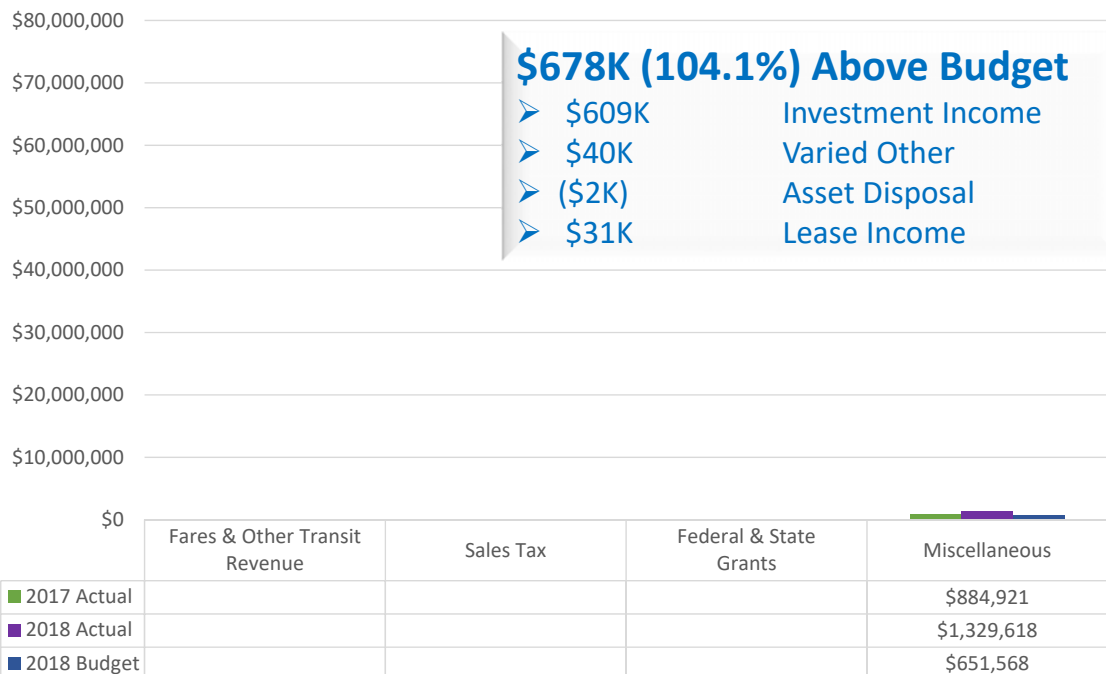


Above amounts exclude grants used for capital projects. Year-to-date December state capital grant reimbursements total \$5,730,816 and federal capital grant reimbursements total \$2,684,029.



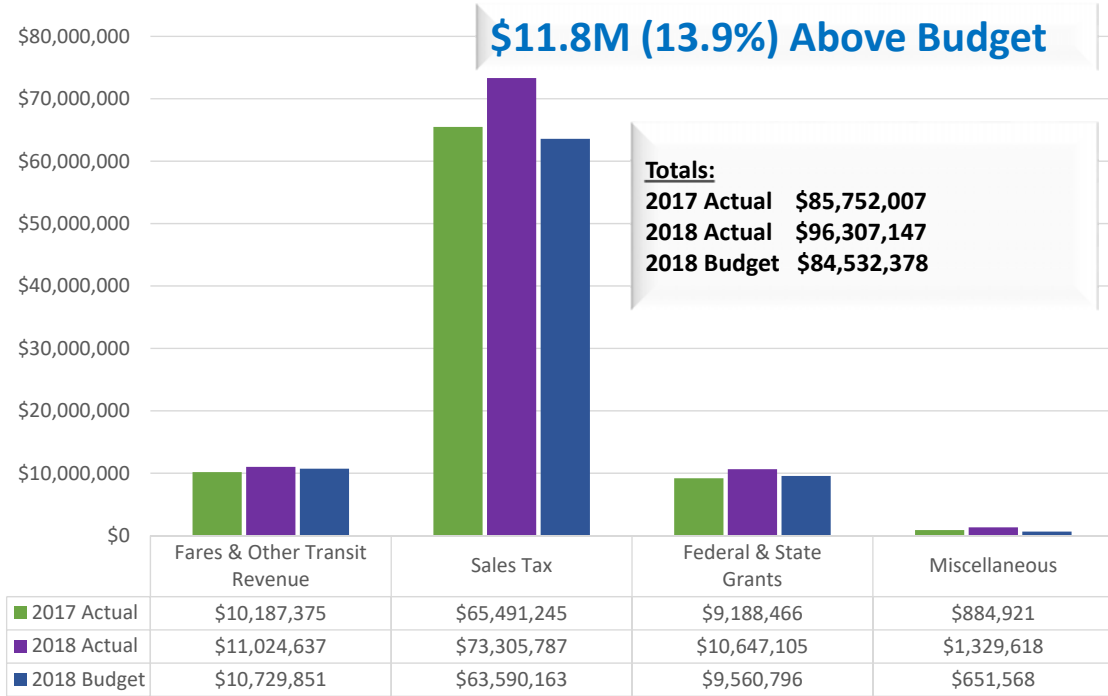
5

# 2018 Miscellaneous Revenue



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# 2018 Revenue Summary

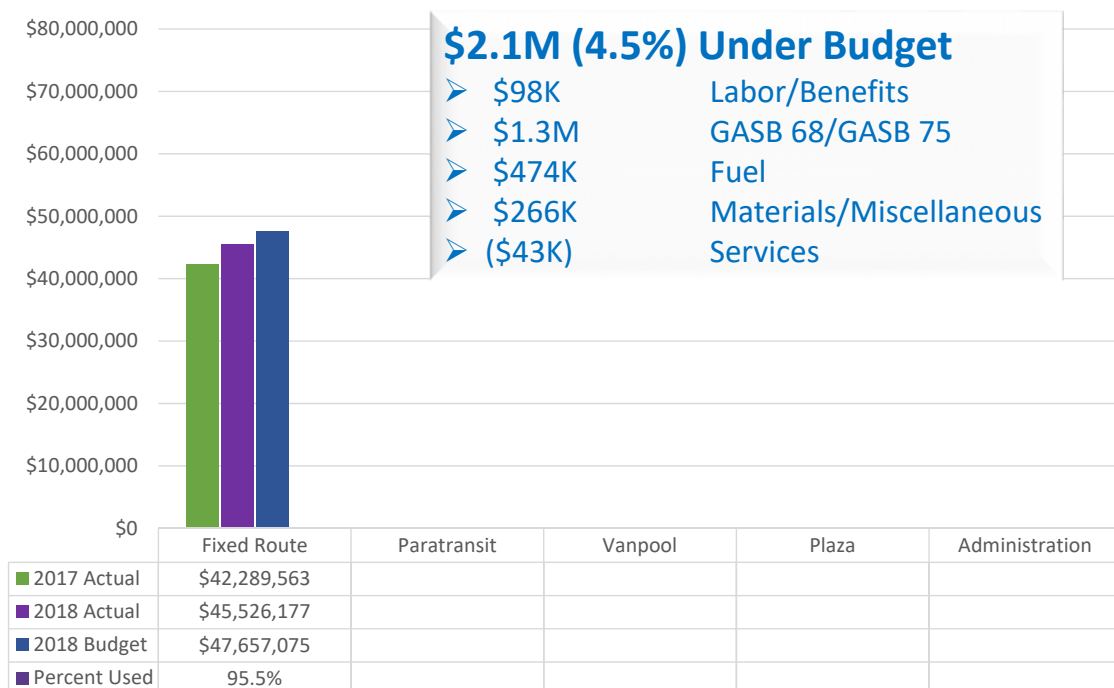


## EXPENSES

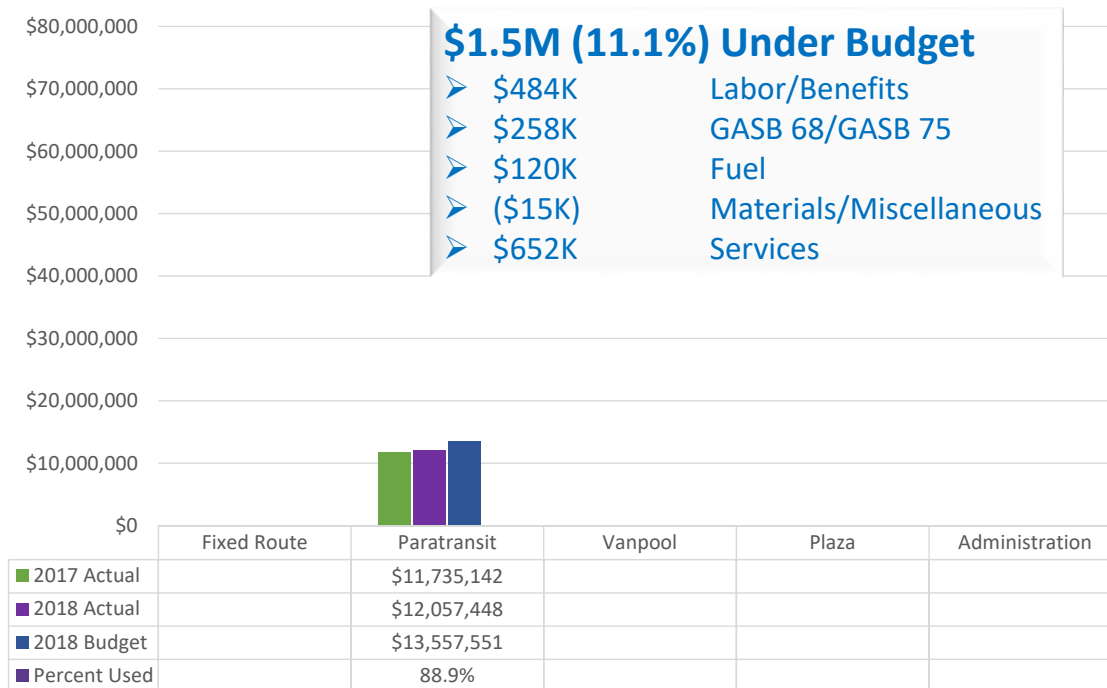
# GASB 68/75

- Government Accounting Standards Board (GASB) issued standards on how pensions and other post employment benefits (OPEB) such as access to health insurance should be reported
- Any unfunded pension/OPEB liability (credit) will be reported on financial statements.
- Net Pension Liability (Credit) is difference of market value of pension fund assets and benefit obligations at specific date
- Information is obtained from the Washington Department of Retirement Systems for pensions and actuarial study for OPEB
- 2018 amount = \$1.8M **credit**

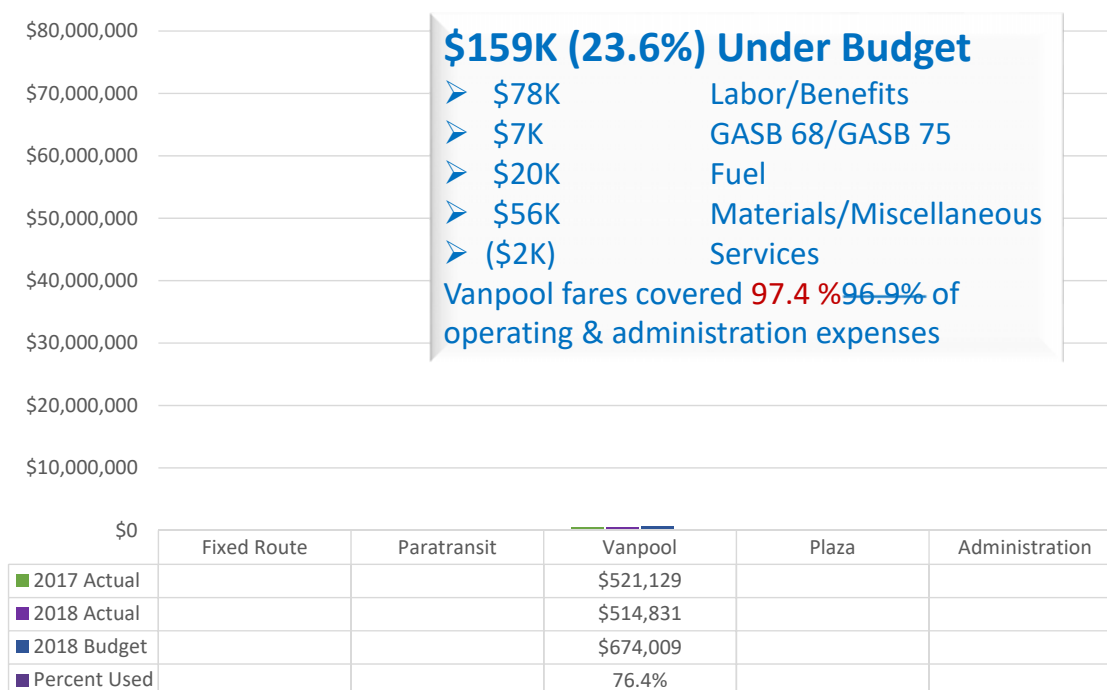
## 2018 Fixed Route Expenses



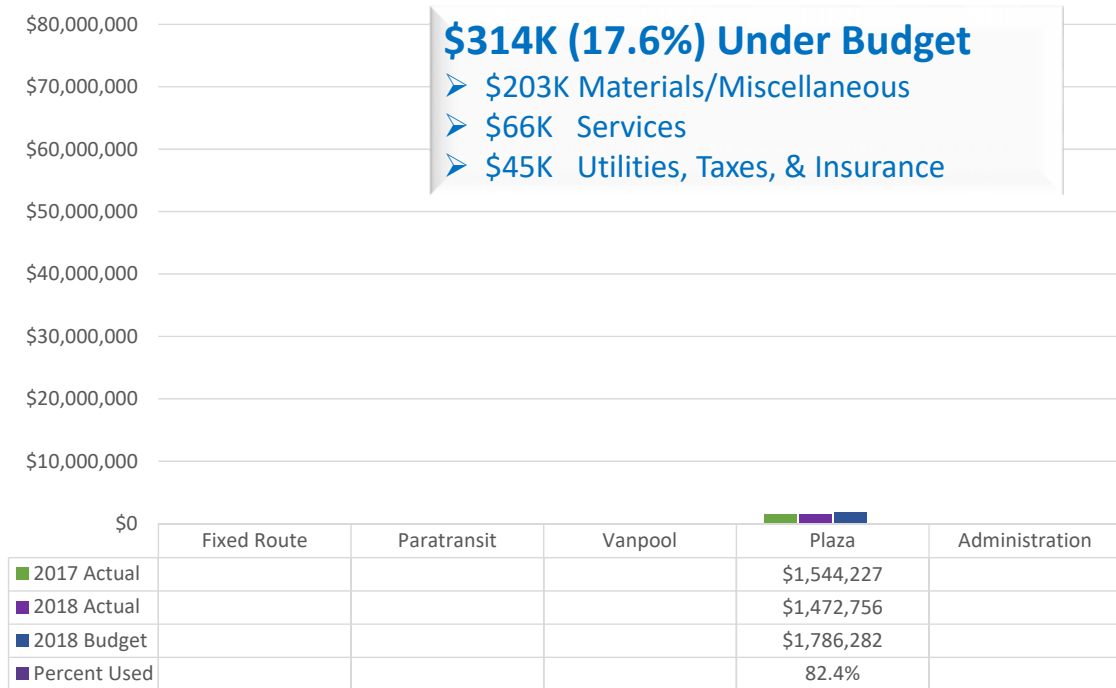
# 2018 Paratransit Expenses



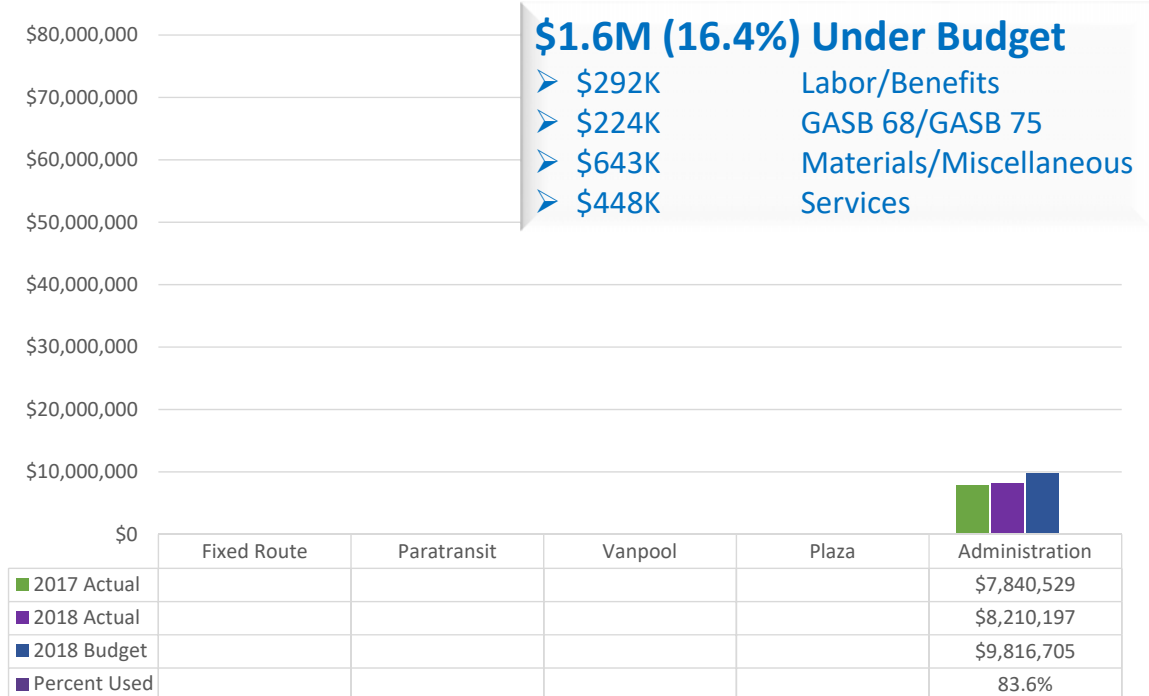
# 2018 Vanpool Expenses



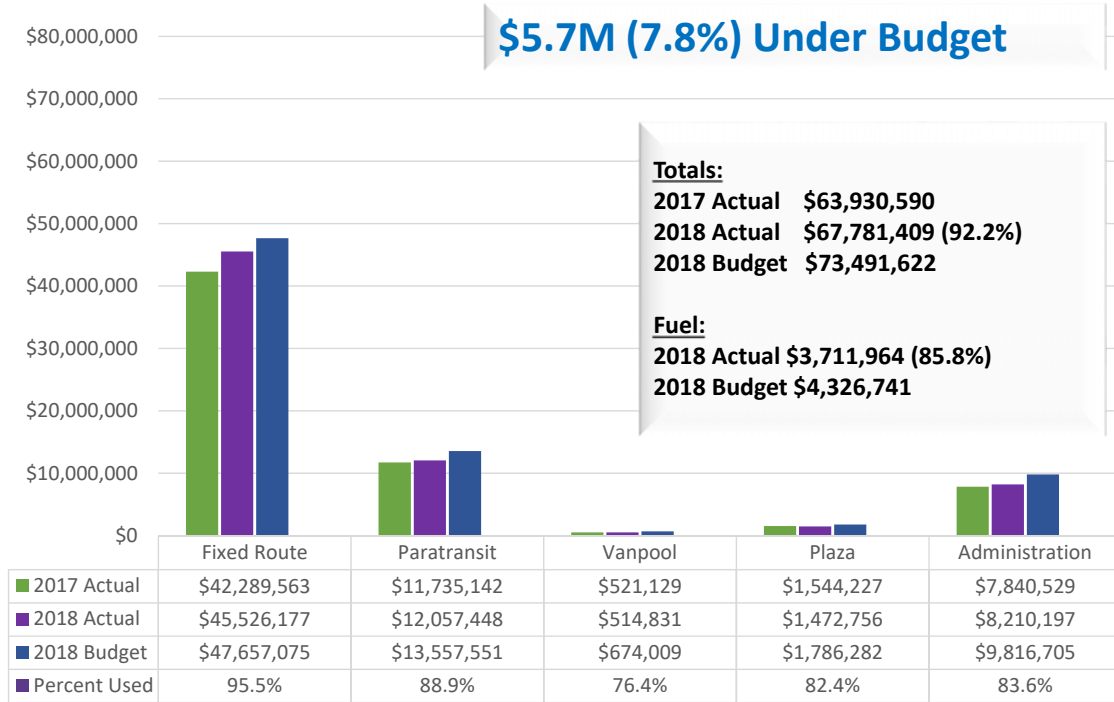
# 2018 Plaza Expenses



# 2018 Administrative Expenses



# 2018 Expense Summary



Operating expenses exclude capital expenditures of \$24,513,861 and Street/Road cooperative projects of \$1,481,724 for year-to-date December.



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## 2018 Capital Budget Status Summary\*

	State	Federal	Local	2018 Budget	Expensed to	Remaining
	Funding	Funding	Funding	Total	Date	Balance
<b>Capital Projects</b>						
Total Revenue Vehicles	\$0	\$2,553,471	\$6,549,727	\$9,103,198	\$5,915,512	\$3,187,686
Total Non-Revenue Vehicles	\$0	\$0	\$413,000	\$413,000	\$348,235	\$64,765
Total Facilities - Maintenance and Administration	\$0	\$0	\$13,083,400	\$13,083,400	\$8,556,804	\$4,526,596
Total Facilities - Passenger and Operational	\$700,000	\$160,000	\$3,660,457	\$4,520,457	\$333,721	\$4,186,736
Total Technology Projects	\$0	\$662,500	\$3,554,100	\$4,216,600	\$516,898	\$3,699,702
Total High Performance Transit	\$7,640,094	\$2,661,823	\$1,893,732	\$12,195,649	\$5,844,928	\$6,350,721
RECONCILING ITEMS (ITEMS BUDGETED AND ANTICIPATED TO HAVE BEEN PAID IN 2017 BUT DELAYED TO 2018):					\$948,620	(\$948,620)
RECONCILING ITEMS (ITEMS UNBUDGETED IN 2018):					\$1,163,909	(\$1,163,909)
DECEMBER ACCRUALS					\$885,233	(\$885,233)
<b>GRAND TOTAL</b>	<b>\$8,340,094</b>	<b>\$6,037,794</b>	<b>\$29,154,416</b>	<b>\$43,532,304</b>	<b>\$24,513,861</b>	<b>\$19,018,443</b>

\*Detail information included in packet



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# Fleet Replacement Fund

<b>2018 Beginning Balance</b>	<b>\$7.2M</b>
2018 Allocation	\$11.9M
2018 Grants	\$1.2M
2018 Purchases	(\$5.7M)
<b>2018 Ending Balance</b>	<b>\$14.6M</b>

## 2018 Federal Grant Report

	LATEST APPROVED BUDGET	CUMULATIVE AMOUNT EXPENDED	ACCRUALS	UNEXPENDED BALANCE	UNEXPENDED LOCAL BALANCE	UNEXPENDED FEDERAL BALANCE
<b>GRANTS</b>						
WA-04-0064 ROOF REPLACEMENT/BUSINESS SYSTEM	\$4,645,068	\$4,161,271	\$27,963	\$455,833	\$91,167	\$364,667
WA-95-X068 CENTRAL CITY/HPT DESIGN & STANDARDS	618,750	583,663	0	35,087	7,017	28,070
WA-95-X082 ENGINEERING/DESIGN CENTRAL CITY LINE	1,589,596	1,589,596	0	0	0	0
WA-16-X048 VAN SERVICE EXPANSION, DEMAND RESPONSE, ADA PARATRANSIT	818,737	601,359	0	217,378	43,476	173,902
WA-90-X598 BUS SHELTERS, BUS STOP IMPROVEMENTS, SIGNAGE	96,250	96,250	0	0	0	0
WA-95-X092 SMART CARD/FAREBOX UPGRADE	1,400,000	138,088	28,659	1,233,253	616,626	616,626
WA-2016-005 ENHANCED ADA ACCESS, BUS SHELTERS, SIGNAGE	303,750	91,941	4,065	207,745	41,549	166,196
WA-2017-013 DIVISION STREET HPT CORRIDOR IMPROVEMENTS (ADA ACCESS)	1,350,000	674,874	34,752	640,374	86,451	553,924
WA-2017-015 FOUR LAKES STATION IMPROVEMENTS (ADA ACCESS)	323,699	0	0	323,699	43,699	280,000
WA-2017-020 PARATRANSIT VANS (3), MOBILITY MGMT, ENHANCED ADA ACCESS	1,001,160	840,120	3,272	157,768	31,917	125,851
WA-2017-087 DIVISION STREET HPT CORRIDOR IMPROVEMENTS (60' ARTIC, ROW, ADA ACCESS)	1,510,693	1,387,283	0	123,410	16,660	106,750
WA-2018-005 ENHANCED ADA ACCESS, BUS SHELTERS, SIGNAGE	97,975	6,250	0	91,725	18,345	73,380
WA-2018-056 MONROE STREET HPT INFRASTRUCTURE IMPROVEMENTS	548,490	0	0	548,490	74,046	474,444
WA-2018-067 MOBILITY MANAGEMENT, OPERATIONS, VANS, ENHANCED ADA ACCESS	1,172,733	13,945	0	1,158,788	392,604	766,185
WA-2018-069 I-90 HPT CORRIDOR IMPROVEMENTS	751,445	0	0	751,445	101,445	650,000
WA-2018-076 STBG DIVISION HPT ALIGNMENT & STATION LOCATION STUDY	462,428	0	0	462,428	62,428	400,000
<b>FEDERAL GRANTS TOTAL</b>	<b>\$16,690,774</b>	<b>\$10,184,640</b>	<b>\$98,711</b>	<b>\$6,407,423</b>	<b>\$1,627,429</b>	<b>\$4,779,994</b>

# Accrual vs Cash

Items that affect year-end reporting, but not year-end cash:

## ➤ Accruals:

- Sales Tax distribution for January & February (collected on November & December sales)
- Grants expended but not yet reimbursed
- Expenses incurred in 2018 but paid in 2019

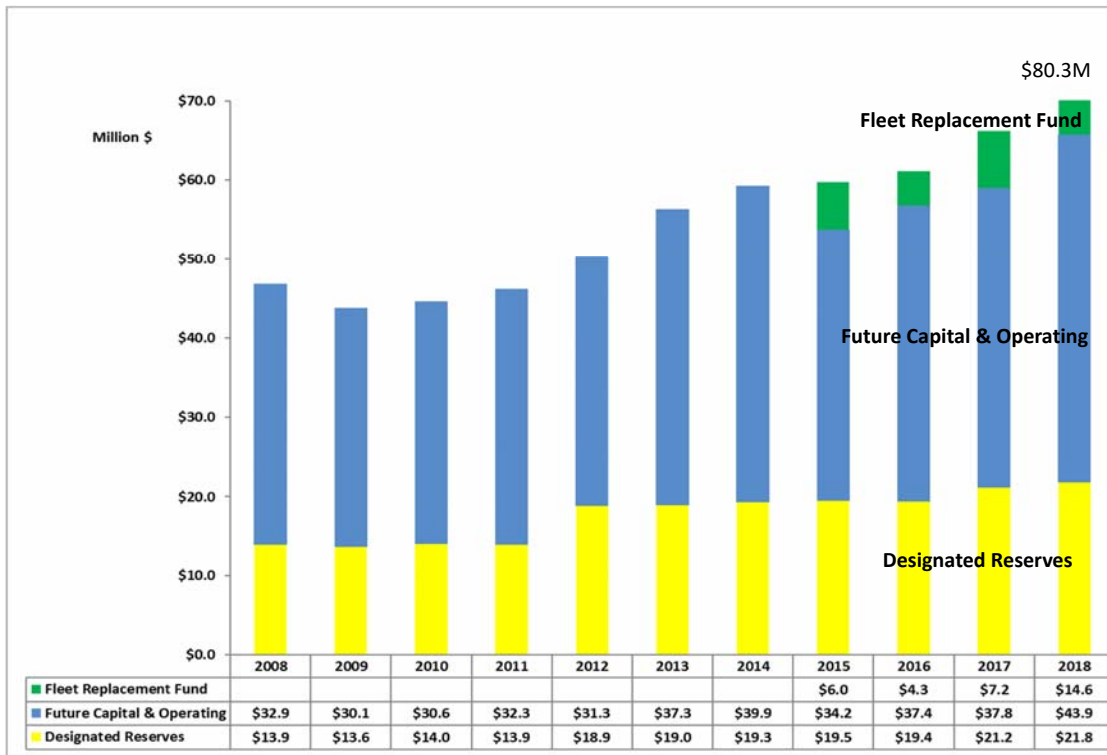
## ➤ GASB 68/75

## 2018 Cash and Reserve Analysis

(\$ in millions)	2018 Final Proposed Budget	2018 Final Year-End Unaudited Actuals	Difference Between Budget and Unaudited Actuals
<b>OPERATING ACTIVITIES</b>			
Revenue (excluding capital grants)	\$84.5	\$96.3	\$11.8
Operating Expense	(\$73.5)	(\$67.8)	\$5.7
<b>Revenue Over / (Under) Operating Expenses</b>	<b>\$11.0</b>	<b>\$28.5</b>	<b>\$17.5</b>
<b>CAPITAL ACTIVITIES (Local Funds)</b>			
Purchase of Property, Plant, and Equipment	(\$23.1)	(\$10.4)	\$12.7
FR & PT Fleet Replacement Allocation	(\$11.9)	(\$11.9)	\$0.0
<b>Total Local Cash Used for Capital Activities</b>	<b>(\$35.0)</b>	<b>(\$22.3)</b>	<b>\$12.7</b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>(\$24.0)</b>	<b>\$6.2</b>	<b>\$30.2</b>
CASH (Projected beginning 2018)	\$55.6	\$59.0	\$3.4
Accrual to Cash Adjustment	\$0.0	\$0.5	\$0.5
<b>CASH (Projected ending 2018)</b>	<b>\$31.6</b>	<b>\$65.7</b>	<b>\$34.1</b>
<b>BOARD &amp; OTHER DESIGNATED RESERVES</b>			
Operating Reserve (15% of Operating Expenses)	(\$11.0)	(\$11.0)	\$0.0
Risk Reserve	(\$5.5)	(\$5.5)	\$0.0
Right of Way Acquisition Reserve	(\$5.0)	(\$5.0)	\$0.0
State Required Workers Compensation Reserve	(\$0.3)	(\$0.3)	\$0.0
<b>Total Reserves</b>	<b>(\$21.8)</b>	<b>(\$21.8)</b>	<b>\$0.0</b>
<b>2018 End of Year Cash Balance After Reserves<sup>1</sup></b>	<b>\$9.8</b>	<b>\$43.9</b>	<b>\$34.1</b>

<sup>1</sup> Estimated end of year cash balance after reserves are used for future capital expenditures included in the 2018-2023 Capital Improvement Plan. This excludes the end of year cash balance in the Fleet Replacement Fund of \$14.6M as of December 31, 2018.

# 2018 Cash Balance



## QUESTIONS?

**SPOKANE TRANSIT  
CAPITAL BUDGET STATUS  
December 31, 2018**

<b>Capital Projects</b>	<b>Quantity</b>	<b>State Funding</b>	<b>Federal Funding</b>	<b>Local Funding</b>	<b>2018 Budget Total</b>	<b>Expensed to Date</b>	<b>Remaining Balance</b>
<b>Revenue Vehicles</b>							
Fixed Route Coaches (Diesel)			\$2,553,471	\$6,037,063	\$8,590,534	\$5,641,960	\$2,948,574
Vanpool Vans (Replacement)				512,664	512,664	273,552	239,112
<b>Total Revenue Vehicles</b>	-	\$0	\$2,553,471	\$6,549,727	\$9,103,198	\$5,915,512	\$3,187,686
<b>Non-Revenue Vehicles</b>							
Service Trucks				\$147,000	\$147,000	\$85,606	\$61,394
Service Vehicles				120,000	120,000	148,874	(28,874)
Facilities Service/Plow Truck				146,000	146,000	113,755	32,245
<b>Total Non-Revenue Vehicles</b>	-	\$0	\$0	\$413,000	\$413,000	\$348,235	\$64,765
<b>Facilities - Maintenance and Administration</b>							
Boone - Facility Master Plan Program				\$12,940,000	\$12,940,000	\$9,066,716	\$3,873,284
Boone - Preservation and Improvements				21,000	21,000	-	21,000
Miscellaneous Equipment and Fixtures				122,400	122,400	82,843	39,557
<b>Total Facilities - Maintenance and Administration</b>		\$0	\$0	\$13,083,400	\$13,083,400	\$9,149,559	\$3,933,841
<b>Facilities - Passenger and Operational</b>							
Park and Ride Upgrades				\$25,000	\$25,000	\$8,271	\$16,729
Plaza Preservation and Improvements				205,620	205,620	374,310	(168,690)
Route and Stop Facility Improvements			\$160,000	2,302,793	2,462,793	18,506	2,444,287
Transit Center/Station Upgrades		\$450,000		867,000	1,317,000	-	1,317,000
Park and Ride Development		250,000		260,044	510,044	177,247	332,797
<b>Total Facilities - Passenger and Operational</b>		\$700,000	\$160,000	\$3,660,457	\$4,520,457	\$578,334	\$3,942,123
<b>Technology Projects</b>							
Business Systems Replacement				\$380,000	\$380,000	\$31,657	\$348,343
Communications Technology Upgrades				173,000	173,000	166,928	6,072
Computer Equipment Preservation and Upgrades				150,000	150,000	124,050	25,950
Fare Collection and Sales Technology			\$662,500	2,012,500	2,675,000	131,734	2,543,266
Operating and Customer Service Software				735,500	735,500	78,287	657,213
Security and Access Technology				103,100	103,100	28,633	74,467
<b>Total Technology Projects</b>		\$0	\$662,500	\$3,554,100	\$4,216,600	\$561,290	\$3,655,310
<b>High Performance Transit</b>							
Central City Line		\$2,800,000	\$780,000	\$0	\$3,580,000	\$2,624,686	\$955,314
Cheney HPT Corridor - Four Lakes Station			200,768	234,232	435,000	-	435,000
HPT Implementation - Incremental HPT Investments		1,632,594	1,208,055	1,659,500	4,500,149	203,017	4,297,132
West Plains Transit Center		3,207,500	473,000	-	3,680,500	3,020,700	659,800
<b>Total High Performance Transit</b>	-	\$7,640,094	\$2,661,823	\$1,893,732	\$12,195,649	\$5,848,403	\$6,347,246
<b>GRAND TOTAL</b>	-	\$8,340,094	\$6,037,794	\$29,154,416	\$43,532,304	\$22,401,332	\$21,130,972
<b>RECONCILING ITEMS (ITEMS BUDGETED AND ANTICIPATED TO HAVE BEEN PAID IN 2017 BUT PAYMENTS DELAYED TO 2018):</b>							
Boone NW Garage-Design						\$14,152	(\$14,152)
Backup Generator-1212 Sharp						4,443	(4,443)
HVAC/Window Replacement						1,445	(1,445)
HPT Facility Design and Communication Study						11,879	(11,879)
Plaza Renovation						111,532	(111,532)
Fluid Management System						608,480	(608,480)
Fiber Communications						196,691	(196,691)
<b>RECONCILING ITEMS (ITEMS UNBUDGETED IN 2018):</b>							
Right of Way Acquisition for Moran Prairie						1,163,909	(\$1,163,909)
<b>Subtotal RECONCILING ITEMS</b>		\$0	\$0	\$0	\$0	\$2,112,529	(\$2,112,529)
<b>GRAND TOTAL</b>		\$8,340,094	\$6,037,794	\$29,154,416	\$43,532,304	\$24,513,861	\$19,018,443

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 11A:** COMMITTEE MINUTES – INFORMATION  
- Board Operations Committee  
- Planning & Development Committee  
- Performance Monitoring & External Relations Committee

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Dana Infalt, Executive Assistant to CEO and Clerk of the Authority

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**SUMMARY:**

Minutes of the February 13, 2019, Board Operations Committee meeting are attached. Minutes of the February 6, 2019, meetings of the Planning & Development Committee and the Performance Monitoring & External Relations Committee are also attached.

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head DI

Chief Executive Officer ESM

Legal Counsel LM

## **BOARD OPERATIONS COMMITTEE MEETING**

Draft Minutes of the February 13, 2019 Meeting  
Spokane Transit Northside Conference Room

### **MEMBERS PRESENT**

Candace Mumm, City of Spokane, *Chair*  
Al French, Spokane County, *Chair Pro Tempore*  
Chris Grover, Small Cities Representative (Cheney),  
*Planning & Development Committee Chair*  
Lori Kinnear, City of Spokane, *Performance Monitoring*  
*& External Relations Committee Chair, Ex-officio*  
E. Susan Meyer, Chief Executive Officer, *Ex-officio*

### **STAFF PRESENT**

Emily Arneson, *Ombudsman & Accessibility Officer*  
Dana Infalt, *Clerk of the Authority*  
Karl Otterstrom, *Director of Planning & Development*  
Brandon Rapez-Betty, *Director of Communications &*  
*Customer Service*  
Lynda Warren, *Director of Finance & Information Services*  
Roger Watkins, *Chief Operations Officer*  
Nancy Williams, *Director of Human Resources*

### **MEMBERS ABSENT**

Pamela Haley, City of Spokane Valley Representative

### **PROVIDING LEGAL COUNSEL**

Laura McAloon, McAloon Law PLLC

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#### **1. CALL TO ORDER AND ROLL CALL**

Chair Mumm called the meeting to order at 1:32 p.m. and conducted roll call.

#### **2. APPROVE COMMITTEE AGENDA**

*Mr. French moved to approve the agenda, Mr. Grover seconded and the motion passed unanimously.*

#### **3. CHAIR'S COMMENTS**

Ms. Mumm has heard from Board members riding the bus in response to her challenge at last month's Board meeting and is looking forward to hearing everyone's comments at the February Board meeting.

#### **4. COMMITTEE ACTION/DISCUSSION**

##### **a. January 9, 2019 Committee Minutes**

*Mr. French moved to approve the January 9, 2019, committee meeting minutes, Mr. Grover seconded and the motion passed unanimously.*

#### **5. COMMITTEE CHAIR REPORTS**

##### **a. Chris Grover, Chair, Planning & Development (P&D)**

The Committee discussed the 29<sup>th</sup> and Regal Budget Reallocation to better utilize resources, reviewed the 2019 P&D Committee Work Program, and the 2019 Transit Development Plan. It received an update regarding the Central City Line design and public outreach efforts. Mr. Watkins presented an update on the Zero Emission Technology Fleet Evaluation.

##### **b. Lori Kinnear, Chair, Performance Monitoring & External Relations (PMER)**

The Committee approved the reimbursement agreement between STA and the Spokane Regional Transportation Council (SRTC) for a Division Street study. The committee approved the STA Moving Forward Performance Matrix and the 2019 Performance Measures. It received a Legislative Report, as well as reports on September 2019 Service Revisions, the 2018 Paratransit Survey Findings, and the Low Income Pass Program.

**6. BUS STOP LOCATIONS AT HELENA AND NAPA STREETS**

STA received a letter dated January 24, 2019, from Scott Simmons, Director of Public Works for the City of Spokane. The letter is a request that STA discontinue using four existing in-lane bus stops on East Sprague at Helena and Napa Streets by spring of 2019. In 2018, ridership numbers indicate there were an estimated 67,000 boardings and 51,000 alightings at the four stops. Mr. Otterstrom presented background information regarding transit service in the East Sprague corridor, the planning discussions that occurred between the City and STA, and a recap of project expenses to-date. The Committee discussed possible alternatives to the existing stops at Helena and Napa. The Committee thought the letter from Mr. Simmons should be referred to the Planning and Development Committee for consideration.

*Mr. French moved to recommend the Board refer the letter from the City of Spokane, Office of Public Works, dated January 24, 2019, to the Planning and Development Committee for consideration of the bus stop location alternatives requested in the letter. Mr. Grover seconded the motion and it passed unanimously.*

**7. BOARD OF DIRECTORS AGENDA FEBRUARY 21, 2019**

Committee members reviewed the draft agenda.

*Mr. Grover moved to approve the Board agenda, Mr. French seconded and the motion passed unanimously.*

**8. CEO REPORT**

No report.

**9. NEW BUSINESS**

None

**10. EXECUTIVE SESSION**

At 2:55 p.m., Chair Mumm announced that the Committee would adjourn for an Executive Session for the purpose of:

Discussion with legal counsel representing STA in litigation or potential litigation to which STA, the STA Board of Directors, or STA employees are, or are likely to become, a party, when public knowledge regarding the discussion is likely to result in adverse legal or financial consequence to STA.

The Committee will reconvene in open session at approximately 3:15 p.m. If it becomes necessary to extend the Executive Session, Legal Counsel or a staff member will return to announce the time at which the Board will reconvene.

At 3:15 p.m., Ms. Warren announced the Board of Directors would reconvene at 3:25 p.m.

At 3:25 p.m., the Committee reconvened and Chair Mumm declared the meeting back in public session. No action was taken.

**11. ADJOURN**

With no further business to come before the Committee, Chair Mumm adjourned the meeting at 3:25 p.m.

Respectfully submitted,



Kathleen Roberson

Executive Assistant to the Director of Finance & Information Services

Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201-2686  
(509) 325-6000

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

Minutes of the February 6, 2019, Meeting  
Southside Conference Room

**MEMBERS PRESENT**

Lori Kinnear, City of Spokane \*  
Josh Kerns, Spokane County  
Kate Burke, City of Spokane  
Sam Wood, City of Spokane Valley  
Veronica Messing, City of Airway Heights  
(Ex-Officio)  
Mike Kennedy, City of Liberty Lake  
(Ex-Officio)  
Rhonda Bowers, Labor Representative  
E. Susan Meyer, CEO (Ex-Officio)

**MEMBERS ABSENT**

None

\* Chair

**STAFF PRESENT**

Roger Watkins, Chief Operations Officer  
Karl Otterstrom, Director of Planning and Development  
Lynda Warren, Director of Finance and Information Services  
Brandon Rapez-Betty, Director of Communications & Customer Svc  
Nancy Williams, Director of Human Resources  
Sam Guzman, Executive Assistant to the Chief Operations Officer

**PROVIDING LEGAL COUNSEL**

Laura McAloon, McAloon Law PLLC

**GUESTS**

Emily Arneson, Ombudsman and Accessibility Officer  
Dana Infalt, Executive Assistant to the CEO and Clerk of the  
Board

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1. **CALL TO ORDER AND ROLL CALL**

Chair Kinnear called the meeting to order at 1:31 p.m. Introductions were made.

2. **PUBLIC EXPRESSIONS**

None.

3. **COMMITTEE CHAIR REPORT**

Chair Kinnear reported that it was her first meeting as Chair.

4. **COMMITTEE APPROVAL**

A. **Minutes of the November 28, 2018 (December), Committee Meeting**

**Mr. Woods moved to recommend approval of the November 28, 2018, Committee meeting minutes. Ms. Burke seconded the motion and it passed unanimously.**

5. **COMMITTEE ACTION**

A. **Board Consent Agenda**

1. **Division Study – Agreement for the Joint Management of Division Street Transportation Study Between Spokane Transit Authority (STA) and the Spokane Regional Transportation Council (SRTC)**

Mr. Otterstrom outlined the draft agreement between STA and SRTC to participate jointly in a study on Division Street. This will include the reimbursement of funds to SRTC for the Study.

STA was awarded 2014 funds for the study of high performance transit (HPT) on Division, about \$400,000, matched with \$100,000 in local STA funds. In the last several months a joint scope of work has been developed for the project. The overall project is now estimated at \$1,000,000, and will study HPT and land use opportunities around Division. Work will be managed through task orders and work orders. Specifically for transit, there will a scope associated with the station locations, type of lane configuration, where the northern terminal is, and how STA operates Downtown. SRTC will manage the consultant contract, but every task will be run through STA for approval before

it's authorized. STA will reimburse SRTC based on actual work and the STA reimbursement shall not exceed \$500,000. Transit portion of the study should be completed in 2020.

Ms. McAloon read aloud the most recent redline changes to the draft agreement:

- \$500,00 on the top of page 2 has been corrected to \$500,000.
- In 1.4.2 *Reasonable expenses for general project management within the scope of the study will be jointly approved and equally shared by STA and SRTC.*

Chair Kinnear initiated conversation about how this study will integrate with current city planner efforts.

Mr. Otterstrom asked that the committee recommend that the Board approve the reimbursement agreement as stated.

**Mr. Kerns moved to approve item 5A1, Ms. Burke seconded the motion, and it passed unanimously.**

**2. Spokane Transit Authority Moving Forward (STAMF) Performance Matrix and 2019 Performance Measures**

STAMF Performance Matrix

Mr. Watkins began by highlighting a few 2019 projects that are a part of *STA Moving Forward*; Spokane Community College Transit Center, Spokane Falls Station, Moran Station Park and Ride, and the Boone Northwest Garage. Mr. Watkins then switched over to the Progress Matrix for STAMF (access at STAMovingForward.com) and showed the board members where they could access tracking information on each project (updated quarterly).

2019 Performance Measures

Each year STA updates performance measures as quantifiable benchmarks that demonstrate the agency's commitment to accountability. The 2019 Ridership goals are:

- 2.0% increase in Fixed Route Ridership over 2018
- 1.5% (managed) increase in Paratransit Ridership over 2018
- 1.0% increase in Vanpool Ridership over 2018

Mr. Woods asked how STA plans to increase Fixed Route Ridership in 2019 when it was down in 2018. Mr. Watkins responded that STA will be increasing service levels, improving frequency of service, reviving Cheney routes, and implementing a strong marketing campaign.

Mr. Kerns asked about future tracking methods to determine if future ridership increases are primarily in new routes or revived interest in currently declining routes. Mr. Woods also expressed an interest in seeing these "apples to apples" numbers. Mr. Otterstrom clarified that each year STA prepares a route report and compares each route's ridership and efficiency.

Most performances measures remained the same from 2018 to 2019, however, the most notable changes are:

- 2.8 Paratransit Passengers per Revenue Hour (3% is aspirational industry wide)
- 60% Fixed Route Ease of Use (Boardings occurring at locations where passenger shelter is provided)
- \$1.20 (or less) per mile Maintenance Cost for Paratransit and Vanpool (increase due to replacement of MDC's as Operations expense vs. Capital expense)

Discussion ensued about the Maintenance Cost per mile and Operations vs. Capital costs.

**Mr. Kerns moved to approve item 5A2, Ms. Burke seconded the motion, and it passed unanimously.**

**B. Board Discussion Agenda**

*(No items presented this month)*

6. REPORTS TO COMMITTEE

A. September 2019 Service Revision (Draft Recommendation Public Hearing)

Mr. Otterstrom presented the 2019 Service Revisions in advance of the public hearing that is scheduled for the Board Meeting on February 21, 2019. Mr. Otterstrom went over the service revision planning process including the preliminary proposal, draft recommendation (current phase), and final recommendation. Service changes are planned to take effect September 15, 2019.

Key changes are:

- New Park and Rides Transit Centers
- New route connecting WPTC and Airway Heights (programmed for 2020) will be moved forward and will serve future Amazon site
- Service changes to South Hill
  - New route 4 Monroe-Regal HPT
  - No change to current route 12 Southside Medical Shuttle
  - Changes to route 34 Freya (reduce frequency and modify routing)
  - No change to current route 42 South Adams
  - Changes to route 43 Lincoln/37<sup>th</sup> Ave (extended)
  - Discontinue route 44 29<sup>th</sup> Ave (to be replaced by route 5 Monroe-Regal HPT)
  - Changes to 45 Regal (truncated)
  - New route 144 South Commuter Express
  - No change to current route 664 Cheney EWU Express

Discussion ensued about route 664, service to Bernard St, and HPT. Mr. Otterstrom then continued with more proposed service changes:

- New route 63 Airway Heights to West Plains Transit Center
- Proposed Cheney Modifications
  - Two draft concepts being considered by community
  - Will possibly implement these changes in May markup

After the Public Hearing on February 21<sup>st</sup> the feedback will be reviewed and a final recommendation will be presented in March.

Ms. Messing had to leave the Committee Meeting at this time.

B. 2018 Paratransit Survey Findings

Mr. Rapez-Betty shared the results of the 2018 Paratransit survey which is conducted every other year. Critical Data Strategies, LLC was the project vendor for 2018. The survey looks at the passenger's (and/or their caregiver's) reasons for riding public transit, asks evaluative questions about STA service and performance levels, and also gives demographics of Paratransit ridership. The survey was conducted between October and November 2018. 400 surveys were completed; 320 were Paratransit riders and 80 were caregivers. Margin of error for study was 2.8% at a 95% confidence level.

The key finding from the information (demonstrated in presented slides) is that more than in past surveys, Paratransit customers noted on-time performance issues and varying levels of service throughout the week.

C. Legislative Report

Ms. Meyer reported that we are in day 24 of the legislative session with 2 ½ weeks until the first cut off, and 2,000 bills have been introduced.

- Senate bill 5673 allows transit agencies or the Department of Transportation to charge for parking.
  - STA has no current intention of implementing a parking fee at its Park and Rides.
- STA is looking for the approval of the Transportation budget which would include the regional mobility grants projects.
  - STA has applied for a Cheney HPT project and is hopeful it will be approved by the legislature as it is rated.
  - The other request is to retain funding that currently exists (has already been approved).
- Senator Hobbs is working on revenue package that would rely, in part, on a carbon tax.
  - Opportunity for a Division St. Project to be included if package does go forward.

**D. Low Income Pass Program Update**

In December of 2018 information about a possible low income pass subsidy program was reported to Board Ops. Board Ops directed the topic to PMER and requested additional information about what other agencies are doing with respect to creating a reduced fare program based on income. Ms. Arneson presented the following information as her findings.

STA currently has a reduced fare program based on age, qualifying disability, or possession of a Medicare card. Some transit agencies also offer a reduced fare program based on income. Ms. Arneson distributed a chart listing the 10 largest bus agencies in the country and whether or not they have a low income pass, and if so, what the qualifications are and how the program is funded (chart also includes the 12<sup>th</sup> and 16<sup>th</sup> largest as those are Denver and Portland and are in our region).

Ms. Arneson went over what would define a “low income” household and how other agencies verify income and distribute passes. Commonly, the reduced fare would be half the regular fare, and some agencies are restricting the program to 7-day or monthly passes.

Ms. Meyer asked the Committee if they had any interest in pursuing additional information and discussion ensued about possible next steps. Committee recommendation was to continue research into costs and partners for funding and income verification.

**7. CEO REPORT**

- Ms. Meyer advised that there will be five charging stations installed for employee electric vehicle charging.
- STA has released the request for proposals for ticket vending machines to accelerate the acquisition of four TVMs; as requested by the Mayor and Council president. Two TVMs will be placed at Sprague and Napa and two at Sprague and Helena.

**8. COMMITTEE INFORMATION**

- January 2019 Sales Tax Revenue Information – *as presented*
- December 2018 Operating Indicators – *as presented*
- 4<sup>th</sup> Quarter 2018 Service Planning Public Input Report– *as presented*

**9. March 6, 2019 - COMMITTEE PACKET DRAFT AGENDA REVIEW**

- No changes at this time

**10. NEW BUSINESS**

- None

**11. COMMITTEE MEMBERS' EXPRESSIONS**

- Mr. Kennedy voiced his appreciation for STA taking the time to send representatives out to Liberty Lake to give presentations.
- Ms. Burke reiterated Board Chair Mumm’s challenge to ride the bus, and shared that she is looking forward to sharing her experiences.
- Mr. Kerns recognized Karl for ‘rescuing’ him during the GSI fly in.

**12. ADJOURN**

Chair Kinnear adjourned the meeting at 3:02 p.m.

**13. NEXT MEETING – WEDNESDAY, MARCH 6, 2019, 1:30 P.M., STA SOUTHSIDE CONFERENCE ROOM, 1230 WEST BOONE AVENUE**

Respectfully submitted,



Sam Guzman, Executive Assistant

Spokane Transit  
Authority 1230 West  
Boone Avenue  
Spokane, Washington 99201-2686  
(509) 325-6000

## **PLANNING & DEVELOPMENT COMMITTEE MEETING**

Minutes of the February 6, 2019 Meeting,  
10:00 a.m. Spokane Transit Southside  
Conference Room

### **MEMBERS PRESENT**

Al French, Spokane County\*\*  
Pam Haley, City of Spokane Valley  
Kevin Freeman, Small Cities Representative  
(*Millwood*) *Ex-Officio*  
E. Susan Meyer, Chief Executive Officer  
*Ex-Officio*

### **MEMBERS ABSENT**

Chris Grover, Small Cities Representative \*  
(*Cheney*) (*Chair*)  
David Condon, City of Spokane

\*Chair

\*\*Acting Chair

### **STAFF PRESENT**

Karl Otterstrom, Director of Planning & Development  
Roger Watkins, Chief Operations Officer  
Lynda Warren, Director of Finance & Information Services  
Brandon Rapez-Betty, Director of Communications & Customer  
Service  
Nancy Williams, Director of Human Resources  
Dan Wells, Deputy Director of Capital Development  
Emily Arneson, Ombudsman & Accessibility Officer  
Dana Infalt, Executive Assistant to the CEO & Clerk of the  
Authority  
Sam Guzman, Executive Assistant, Operations  
Ryan Brodwater, Capital Projects Manager

### **GUESTS**

Mike Kunder, AFSCME 3939, President  
Katherine Miller, P.E., City of Spokane, Director – Integrated  
Capital Management

### **PROVIDING LEGAL COUNSEL**

Laura McAloon, McAloon Law PLLC

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#### 1. **CALL TO ORDER AND ROLL CALL**

Acting Chair French called the meeting to order at 10:01 a.m. Roll was called and introductions were made.

#### 2. **PUBLIC EXPRESSIONS**

None.

#### 3. **COMMITTEE CHAIR REPORT**

Al French is the Acting Chair today while the Committee Chair, Chris Grover, is traveling.

4. COMMITTEE ACTION

A. MINUTES OF THE NOVEMBER 28, 2018 COMMITTEE MEETING

Ms. Haley moved to recommend approval of the November 28, 2018 Planning & Development Committee meeting minutes. The motion was seconded by Acting Chair Al French and passed unanimously.

5. COMMITTEE ACTION

A. BOARD CONSENT AGENDA

1. 29<sup>TH</sup> AND REGAL BUDGET REALLOCATION

Mr. Karl Otterstrom stated that the recommendation being sought for the Board's consent agenda is approval to reallocate funds from the 29<sup>th</sup> and Regal intersection improvements to the overall Monroe-Regal Corridor.

As background, the overall Monroe-Regal Line High Performance Transit project has several project numbers in STA's capital program and the total budget is \$5.4M; most of those funds are from state and STA Moving Forward resources. There is a federal grant we received a few years ago to improve bus stops on a segment of North Monroe Street. Those funds will be used on bus stop from Garland down to the river. The 29<sup>th</sup> and Regal intersection improvement budget was set aside specifically to address the right turn that STA can still not make today with a bus. This improvement was needed to ensure the Lincoln Heights shopping area was served by HPT investments, consistent with transit and neighborhood plans. The project plan was to re-engineer the radius of the curve which would require moving the traffic signal and signal cabinet. It also required a small sliver of right-of-way from an adjacent property owner. The owner has been contacted numerous times but is not interested in selling this small portion of land to STA. At the same time, STA does have the existing park & ride on Southeast Blvd. as an alternative method for connecting to services that will serve Lincoln Heights into the future. Adjacent to that is a property that is subject to a plan unit development project, the Garden District, which would change the landscape of this area potentially bringing density into that area adjacent to that park and ride. Current draft recommendation for service changes for September 2019 is to use Southeast Blvd. instead of the 29<sup>th</sup> and Regal intersection. As a result, we have budget funds that are "orphaned" from the original alignment and STA would like to be able to use those funds anywhere on the Monroe-Regal Corridor. STA will need to enhance the area around the park & ride and at the crossing at 31<sup>st</sup> and Southeast Blvd. There are different packages of improvements as STA implements the improvements this fall. Some of those improvements will not be in place immediately, however, STA wants to ensure that there is as much budget as STA Moving Forward provided and the grants have provided as the project moves forward.

Staff proposes to reallocate all funds within the Monroe-Regal HPT Project associated with the 29<sup>th</sup>/Regal intersection (CIP #467) to the Monroe-Regal Shelter and Stop Enhancements (CIP #479) to fund improvements at or adjacent to the South Hill Park and Ride and to be available for other improvements along the Monroe-Regal Line.

Project	Current Budget	Proposed Revisions	Proposed Budgets
467 – 29 <sup>th</sup> /Regal Intersection Improvements – Design and Construction	\$	-\$551,120	\$0
479 – Monroe-Regal Shelter and Stop Enhancements	\$4,270,250	+\$551,120	\$4,821,370

Mr. Otterstrom stated that the recommendation is for the approval to transfer funds from the 29<sup>th</sup>/Regal Intersection Improvements to the Monroe-Regal shelter and stop enhancements. All of these funds are

either state or local sources with local sources coming from STA moving forward. It's a net zero increase in budget.

Ms. Haley moved to approve to transfer funds from the 29<sup>th</sup>/Regal Intersection Improvements to the Monroe-Regal shelter and stop enhancements. The motion was seconded by Acting Chair Al French and passed unanimously.

## 6. REPORTS TO COMMITTEE

### A. REVIEW 2019 PLANNING & DEVELOPMENT COMMITTEE WORK PROGRAM

Mr. Otterstrom reviewed the 2019 Planning & Development Committee Work Program. Each year the committee works in the fall to develop a work program.. The Committee reviews it after the new year as a reminder of where the committee is and the processes this committee brings forward to the Board. The draft work program includes the Annual Planning Calendar which:

- Identifies the four planning documents founded on the principles and policies of *Connect Spokane* that require annual updates:
  - 2019 Transit Development Plan
  - 2020-2022 Service Implementation Plan
  - 2020-2025 Capital Improvement Program
  - 2020 Annual Strategic Plan and Budgets
  - As well as:
    - Updated financial forecasts and assumptions through 2025
    - Transit Asset Management Plan (for reference purposes)
- Also identifies other major planning efforts that will take place during 2019:
  - Central City Line Project Development Milestones
  - Division Street high Performance Transit Study
  - Zero Emission Technology Fleet Transit Evaluation
  - Facilities Master Plan update (regarding operational administrative facilities)
  - Scoping of *Connect Spokane* 2020 update

Mr. Otterstrom shared an overall update of the Central City Line 2019 Milestones.

*Mr. Kevin Freeman arrived at 10:30 a.m.*

Because of the government shutdown, the FY 2020 Capital Investment Grant Report may be late. This is a good example of an item outside of STA's control that requires adjustments to the work program.

Typically, there is a full Board workshop to review the details of the financial forecasting. This year's workshop is scheduled for April after the committee meeting.

### B. 2019 TRANSIT DEVELOPMENT PLAN OVERVIEW

Mr., Otterstrom provided an overview of the 2019 Transit Development Plan (TDP), a state-required six-year planning document (RCW 35.58.2795) that must be prepared annually. This plan must be consistent with comprehensive plans of the jurisdictions we serve and explains how STA intends to implement the state and local long-range plans for public transportation, capital improvements, significant operating changes, and funding for program needs.

STA's commitment has been to fully fund the six-year capital requirements as we develop financial forecasts to ensure that services and improvements we make are fully funded through that time period including our capital replacement needs. It also sets forth regionally significant projects which feeds into SRTC's plan.

The TDP is organized into seven separate sections and 2018 accomplishments which WSDOT asks for across the state each year to provide a consistent narrative:

- Section 1: Introduction and Agency /System Overview
- Section 2: 2018 Accomplishments
- Section 3: 2019 Annual Strategic Plan (*Board Approved October 18, 2018*)  
The requirement asks for current year plus five and is required to be adopted by September 1<sup>st</sup> of each year which means half of the current year has already passed by. STA finds it most appropriate to use the current year for the STA Annual Strategic Plan. STA provides six years in order to be more consistent with the planning documents created by the local jurisdictions.
- Section 4: Guiding Principles & Major Activities (2019-2025)  
Customer and community outreach, service development, facilities and fleet, system management, technology, and planning.
- Section 5: Service Implementation Plan (2020-2022)  
Informed by STA Moving Forward and the commitments made within this document, as well as ways in which STA can address customer feedback and service optimization as staff continuously reviews performance indicators, etc. A quarterly report of customer feedback goes to the PMER Committee for review. This plan is prepared every year for a three-year period, recommends services changes (major changes in September, minor modifications in January and May), documents new service requests and provides a conceptual network.
- Section 6: Capital Improvement Program (2020-2025)  
Programming of projects for the next 6-year period, includes projects already underway. Current 2019-2024 Capital Improvement Program (CIP) budget is \$223,432,995.
- Section 7: Operating and Financial Projections
- Appendix E: Asset Management Plan

Mr. Otterstrom reviewed the TDP Project Timeline. In March this Committee will start discussing the Mid-Range Planning Guidance and the major activities. This Committee will be asked for input on other items that should be included on the horizon for the next six year. In April, the Committee will finalize the Mid-Range Planning Guidance and take a deep dive into the revenue and expenditure forecast assumptions and more finalization of activities. In May, input will be summarized and will become the building blocks of the draft TDP in June with a public hearing later in the month at the Board meeting with finalization taking place in July.

Next steps: Staff will lead a discussion on mid-range guidance at the March Planning & Development Committee meeting.

#### C. CENTRAL CITY LINE: DESIGN AND PUBLIC OUTREACH UPDATE

Mr. Otterstrom provided a design and public outreach update on the Central City Line (CCL). STA has received the 60% design plans from Jacobs Engineering, STA's record engineer for this project. The design includes finalized station locations and amenities. There are no major design issues. The National Environmental Policy Act (NEPA) documentation is behind schedule due to unforeseen guidance alterations. Just before the government shutdown, the Federal Transit Administration (FTA) raised a question regarding the newly constructed portion of the Centennial Trail between Perry Street and Upriver Drive on the north side of Mission Avenue and next to the Avista Corporation campus. The Central City Line project will move that trail to behind the station. FTA has deemed this issue as a "*de minimis* impact" but some public outreach is still required. There are no known concerns from the City of Spokane Parks Board, however, STA needs to check this last box of public outreach. STA is also seeking input from Avista at this area.

The FTA Small Starts Review process is moving forward. In order to ensure FTA Small Starts funding of the federal share of the project, STA is required to have a Project Management Oversight Contractor (PMOC).

That contractor has been assigned from Urban Engineers. A task order has not yet been issued but they will conduct an assessment, not at the end of February but probably at the end of March due to the government shut down. They will visit STA and assess every imaginable risk possible. Those risks vary from archeological issues to the upcoming mayoral election to changes at the Federal level and the severity of those risks are on the project as it pertains to STA's budget and schedule. Those risks will update and inform STA's overall project cost because it will affect the contingency for the project. The PMOC will review the Project Management Plan (and sub plans), Risk Management Review, specifications and schedule cost estimates.

Mr. Otterstrom reported on current public outreach efforts. STA continues to work with landowners, neighborhoods and stakeholders on this project and has for years. The CCL Online Open House was advertised on social media yesterday, KXLY did a story, letters were sent to all property owners adjacent to planned station locations (either immediately adjacent to or across the street from), individual letters were mailed regarding station locations. This open house is available online from February 5 – March 5. There is an in person open house on February 19 at the plaza. STA is coordinating with Spokane Arts on developing station identification plans or efforts for each of the neighborhoods; ways to not customize the stations as much as articulate and communicate a neighborhood identity at the stations; and, ways to incorporate wayfinding

Mr. Otterstrom demonstrated how to find the online open house on the STA website. There is overall information and encourages readers to go to the link for the online open house. There is an interactive map that has current design plans reflecting 60% design. At this stage, the survey is seeking minor feedback and asks if there issues with fundamental design issues (i.e., does the light pole need adjustments for better visibility, etc.) and construction considerations to minimize disruptions or inconveniences. The survey does not seek to alter the design significantly from the 60% design. The goal is to be out to construction in terms of bidding this fall, 2019.

#### D. ZERO EMISSION TECHNOLOGY FLEET TRANSITION EVALUATION -- UPDATE

Mr. Watkins provided the first update on the Zero Emission Technology Fleet Transition Evaluation. He reviewed the first modeling results from the Monroe-Regal line. First, it confirmed STA's thoughts that the transition would require on-route charging, not just depot level charging. However, the good news is that it is only required at one end point which works well since STA is constructing a new Moran Station park and ride and should be able to include the charging infrastructure into that. The modeling was done at both normal and strenuous load factors. And most importantly, the study allows for a 1:1 ratio of replacement of diesel buses with battery electric buses.

At STA's request, the Center for Transportation and the Environment (CTE) will be re-running several of the modeling scenarios. This won't substantially change the output received to date, it will be fine tuned to answer some of STA's follow-up questions. The CTE has received some updated charging rates and times from the original equipment manufacturers (OEMs) that should provide us better fidelity on the exact numbers. The CTE is reviewing the possibility of having STA purchase two charger units, even at just one location, in order to prevent a back-up of bus service while using 15 minute frequency; allowing STA some buffer when running two buses. Modeling does reflect generic battery electric bus performance at this point. Once an OEM is selected, exact modeling data and costs will be available.

Mr. Watkins reviewed the CTE slides. Different battery service levels were examined. A brand new 450 kilowatt (kWh) battery pack will provide about 337 kWh of usable energy on a regular day to day basis. At some point in time, the battery has reached degraded state of charge availability and that 233 kWh is what would be available for an old battery. This data reflects the battery pack still functioning to give us the capability to operate the bus before the batteries would need to be replaced. Specific replacement time is still being determined because it's a new technology and there is not enough historical data to draw from yet to provide a definitive answer, but it is before the warranty expiration of the battery packs. In order to model, CTE gathered thousands of data points from GPS tracking, tracked bus speeds, took into account grade and elevation; total round trip is 2:07 to complete the whole circuit of 22.3 miles. Under nominal operating loads and strenuous loads, the on-route charge performed substantially better. Mr. Watkins reviewed approximate

monthly costs of depot charging (\$11,100), the addition of on-route charging (\$12,300, cumulative not additive) and the baseline diesel cost (\$22,600). “Demand” charge is a substantial amount of the cost. STA is negotiating with Avista to develop a rate structure that would be more favorable for this option. Ms. Meyer added that STA learned that there are other transit agencies in the United States that have been able to come to an agreement with their utility to reduce the charge or defer the “demand” charges years and years creating a much lower rate.

Mr. Freeman asked if the legislature had ever passed a utility tax exemption in the state of Washington for utilities on something like this. There are lots of new and innovative technologies that are exempt from taxes.

## 7. CEO REPORT

STA Chief Executive Officer, E. Susan Meyer, presented her CEO Report to the Committee which included the following topics:

Transportation Demand Management Executive Board – Ms. Meyer has been invited by Roger Millar, the Secretary of Transportation in the state of Washington, to attend this recently-formed Board. The first meeting is tomorrow and then she will be able to tell us the charge of the organization.

Downtown Spokane Partnership - The DSP Board has extended another year’s membership for Ms. Meyer on the Board.

Ticket Vending Machines – STA released an RFP for ticket vending machines for four stations on Sprague. STA agreed to do this at the request of the Mayor and the Council President to accelerate the procurement for ticket vending machines associated with the Central City Line and High Performance Transit. The intention is to reduce the amount of cash needed and to speed up boarding. The contract is anticipated to be awarded within the next three to four months.

New Board Member Orientation – STA is conducting new Board Member Orientation today for Council Member Burke and after the Board meeting for Mayor Condon.

New Flyer Visit – A representative from the bus manufacturer, New Flyer, is visiting STA today. They are one of probably two candidates for purchases for the Central City Line which will be battery electric vehicles. All of STA’s articulated coaches are made by New Flyer so STA has done business with them for years. Today, they are here to talk with STA about their 60’ battery electric bus.

Legislature - Senator Hobbs has introduced a transportation revenue package. Some of the funding is expected to be for the Division project beyond what STA is currently implementing with SRTC, the City, and DOT. This has the potential to fund the next build out phase before the North Spokane Corridor is completed in 2029.

Kathleen Collins Weekly Bill Status Reports – When Ms. Meyer sends these reports out, anything that says RTA (Regional Transit Authority) does not pertain to STA. There is only one in the state and that is Sound Transit.

Cheney High Performance Transit Grant – STA has requested a grant for Cheney High Performance Transit (HPT) and DOT prioritized it in the amount of funding that is available that goes to the legislature. STA is optimistic that this request will be funded when the transportation budget is passed. This request is in large part for the purchasing of buses, in this case, STA is contemplating double-decker buses for the Cheney route. STA also requested carry-over funding for the Regional Mobility Grants for previous projects.

Charging Infrastructure for Electronic Vehicles – Ms. Meyer approved the installation of charging infrastructure for employee electronic vehicles. Avista will work near our new garage to create five charging stations that will ten vehicles to be charged. Currently, there are seven employees with electric vehicles.

Mr. Freeman asked had a meeting with Mayor Grover of Cheney last week and would be grateful if Ms. Meyer and Acting Chair French would reach out to him regarding the Cheney High Performance Transit. He has been meeting with his states representatives and trying to develop a relationship with them and thinks Mayor Grover would be interested in talking to them about this project. Ms. Meyer suggested sending him a letter for the grant funding.

8. COMMITTEE INFORMATION

*(No information included this month)*

9. REVIEW MARCH 6, 2019 COMMITTEE MEETING AGENDA

Mr. Watkins stated that staff will have outputs from the Zero Emission Technology Fleet Transition Evaluation /CTE Study most months through October and requested that this update be added to the agenda for next month.

10. NEW BUSINESS

*(No information included this month.)*

11. COMMITTEE MEMBERS' EXPRESSIONS


None.

12. ADJOURN

Acting Chair French adjourned the meeting at 10:55 a.m.

13. NEXT COMMITTEE MEETING: MARCH 6, 2019 at 10:00 a.m., (STA SOUTHSIDE CONFERENCE ROOM, 1230 W. BOONE AVENUE, SPOKANE, WA)

Respectfully submitted,



Vicki Clancy, Executive Assistant

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 11B :** FEBRUARY 2019 SALES TAX REVENUE INFORMATION

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Lynda Warren, Director of Finance & Information Services  
Lynn Holmes, Financial Services Manager  
Tammy Johnston, Budget and Accounting Manager

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**SUMMARY:** Attached is the voter-approved February 2019 sales tax revenue information.

February sales tax revenue, which represents sales for December 2018, was:

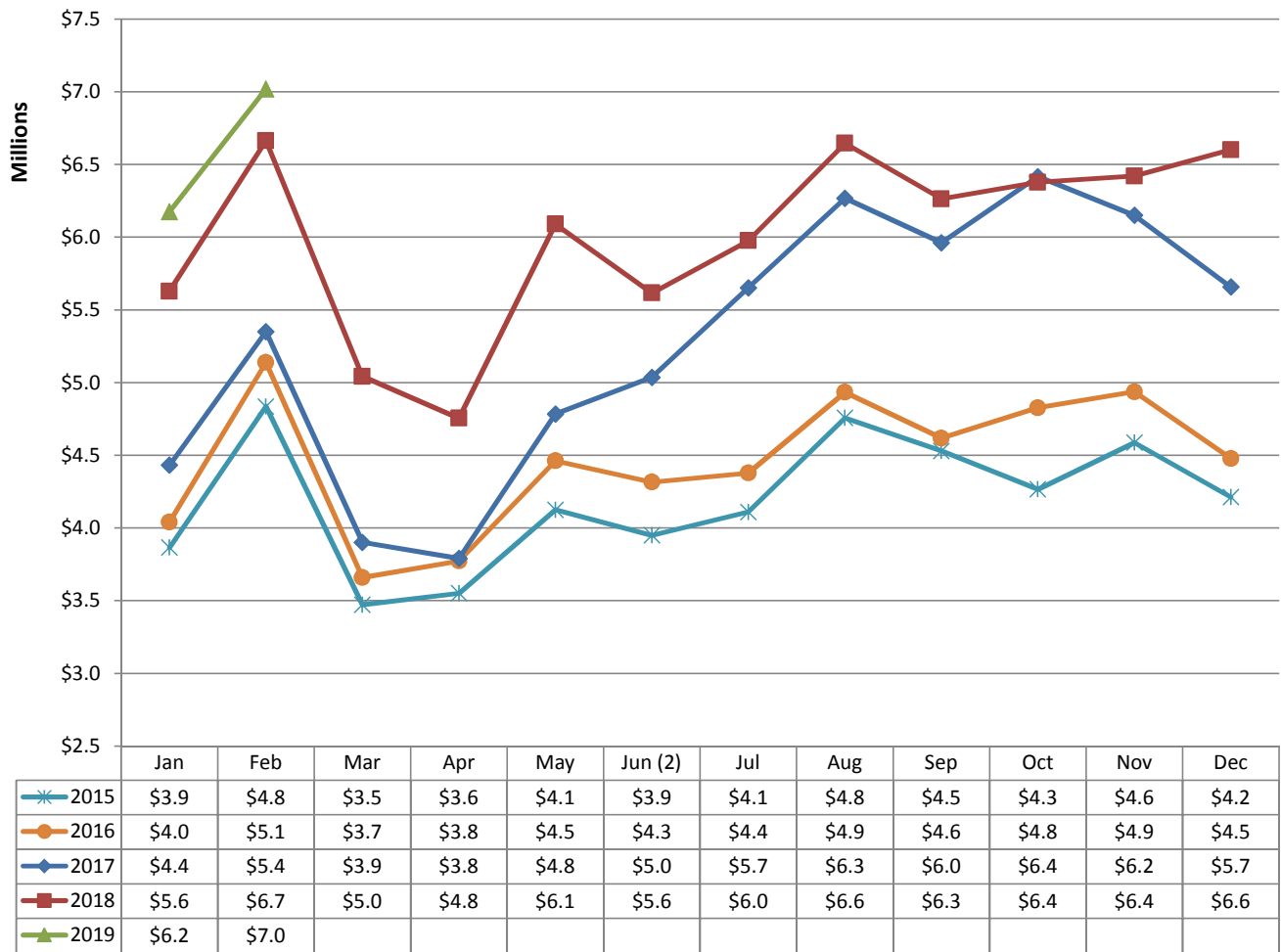
- +5.3% over February 2018 actual
- +7.3% above YTD actual
- +8.5% YTD above budget

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head LW Chief Executive Officer ESM Legal Counsel LM

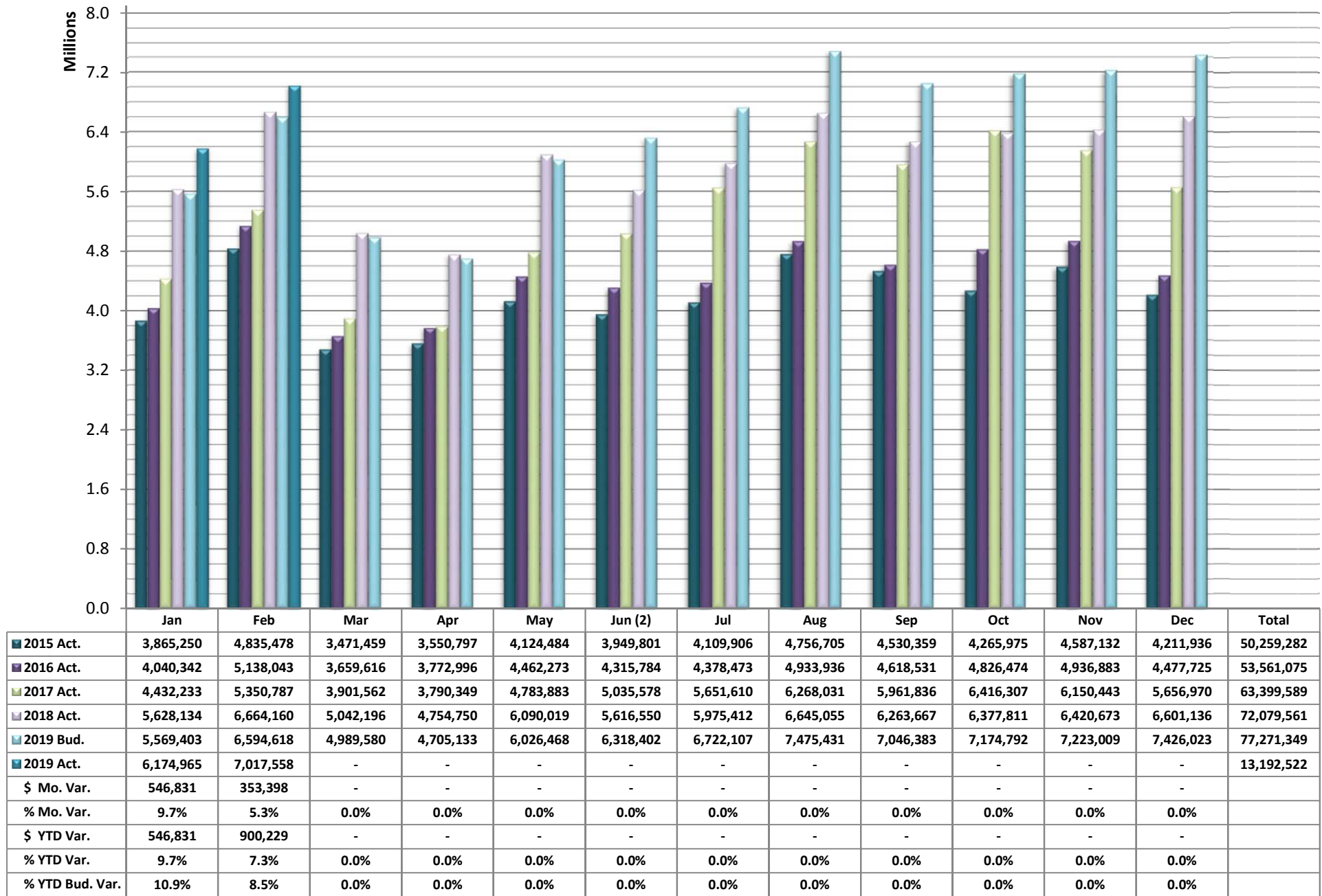
## Sales Tax Revenue History-February 2019<sup>(1)</sup>



(1) Voter-approved sales tax distributions lag two months after collection by the state. For example, collection of January taxable sales are distributed in March.

(2) June distribution is April taxable sales in which the sales and use tax rate increased one-tenth of one percent (.001) from .006 to .007 in 2017 and from .007 to .008 in 2019.

## 2015 - 2019 SALES TAX RECEIPTS <sup>(1)</sup>



<sup>(1)</sup> Voter-approved sales tax distributions lag two months after collection. For example, collection of January taxable sales are distributed in March.

<sup>(2)</sup> June distribution is April taxable sales in which the sales and use tax rate increased one-tenth of one percent (.001) from .006 to .007 in 2017 and from .007 to .008 in 2019.

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 11C :** 2018 STATE AUDIT TIMELINE

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Lynda Warren, Director of Finance & Information Services  
E. Susan Meyer, Chief Executive Officer

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**SUMMARY:** The Washington State Auditor will begin the National Transit Database (NTD) and Financial Audit this month. Following is the draft audit schedule with dates to be confirmed by the State Auditor's Office (SAO).

March 25.....SAO Entrance Conference  
April 26 .....SAO finish financial audit & exit conference with STA Finance  
May TBD.....Exit conference with STA Administration  
July 10.....Exit conference with Performance Monitoring & External Relations Committee

**RECOMMENDATION TO BOARD:** Receive report.

**FINAL REVIEW FOR BOARD BY:**

Division Head LW Chief Executive Officer ESM Legal Counsel LM

## **SPOKANE TRANSIT AUTHORITY**

### **BOARD MEETING OF**

March 21, 2019

#### **AGENDA ITEM 11D : JANUARY 2019 OPERATING INDICATORS**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Roger Watkins, Chief Operations Officer

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**SUMMARY:** January 2019 had the same number of weekdays compared to January 2018.

#### **FIXED ROUTE**

Average weekday ridership decreased 2.5% (35,107 vs. 36,009) in January 2019 compared to January 2018, same as YTD. Total monthly ridership decreased 2.4% (879,769 vs. 901,479) in January 2019 compared to January 2018, same as YTD.

#### **Detailed breakdown:**

- Adult ridership decreased 2.4% (569,432 vs. 583,669) in January 2019, same as YTD.
- CCS Pass ridership increased 3.3% (72,042 vs. 69,737 in January 2019 compared to January 2018, same as YTD.
- Eagle Pass ridership decreased 7.2% (78,007 vs. 84,034) in January 2019, same as YTD.
- GU Bulldogs Pass ridership increased 12.2% (4,181 vs. 3,728) in January 2019 compared to January 2018, same as YTD.
- Youth ridership increased 1.3% (56,600 vs. 55,891) in January 2019 compared to January 2018, same as YTD.
- Reduced Fare / Para ridership increased 3.9% (112,565 vs. 108,348) in January 2019 compared to January 2018, same as YTD.

Fixed Route on time performance for January 2019 was 94% which surpasses the goal of 93% for 2019.

#### **PARATRANSIT**

Paratransit's Combined total ridership for January 2019 decreased 4.61% (39,205 vs. 41,101).

#### **Detailed breakdown:**

##### **Ridership:**

- Directly Operated Service decreased 6.45% in January (21,324 vs. 22,701).
- MV Contracted Service decreased 2.1% in January (15,093 vs. 15,412).
- Special Use Vans (SUV) decreased 7.25% (2,788 vs. 3,006) in January.
- Purchased Transportation (SUV and MV combined) provided 45.61% of the service in January 2019 compared to 44.81% in January 2018.

#### **On Time Performance (OTP):**

- Directly Operated Service OTP for January was 94.18% which surpasses of the goal of 93%.
- MV Contracted Service OTP 90.18% for January. 88.62% on weekdays, 96.06% on Saturdays, and 93.06% on Sundays.
- Combined, the service ran at 92.56% in January 2019 compared to 91.55% in January 2018.

#### **Passengers Per Revenue Hour (PPRH)**

- Directly Operated and MV Contracted combined service transported 2.76 PPRH in January 2019 compared to 2.71 in January 2018, which is below the goal of 2.8 PPRH.

## **VANPOOL**

Vanpool 2019 Ridership goal is to increase 2018 ridership by 1%.

### **Detailed Breakdown:**

Vanpool customer trips were up 1.8% in January 2019 vs January 2018 (14,965 vs 14,702). January 2019 had 76 van groups in operation versus 80 in January 2018.

- 556 riders took at least one trip in January 2019 vs 562 in December of 2018.
- Riders added were 14.
- Riders removed were 20.
- Days operated per van 20 (out of 22)
- Average daily vanpool ridership 761 trips vs 743 in December.
- Average Participant per van was 7.32 trips vs 7.39 in December

## **CUSTOMER SERVICE**

January 2019 Employer Sponsored Bus Pass (ESBP) sales were 31.3% (423 passes) lower than January 2018. Contributing to this decrease is the Spokesman Review (24 passes in Jan. 2019 vs. 305 in Jan. 2018), Alorica (0 passes in Jan. 2019 vs. 250 in Jan. 2018) and Northern Quest (0 passes in Jan. 2019 vs. 60 in Jan. 2018).

Increases in January included Umpqua Bank (128 passes in Jan. 2019 vs. 0 in Jan. 2018), Altek (20 passes in Jan. 2019 vs. 0 in Jan. 2018) and Rockwood Retirement South (20 passes in Jan. 2019 vs. 0 in Jan. 2018).

January 2019 Group sales decreased 9.3% (27,923 passes vs 30,783 in 2018).

Decreases of more than 1,000 passes were from:

- Spokane Mental Health -5,900 fewer 2hr and 2,000 fewer 2hr Para than 2018
- Special Mobility Service- 200 fewer Adult, 1,500 fewer 2hr and 150 more 2hr Para than 2018
- Healthcare for Homeless Vets- 1,000 fewer 2hr than 2018

Increases of more than 1,000 came from:

- Spokane Regional Health-1,000 more 2hr and 250 more Day Passes than in 2018
- Spokane School District #81 -3,000 more 2hr Passes than in 2018
- Albertson's- 800 more Adult and 800 more 7day Passes than in 2018

### **Detailed breakdown:**

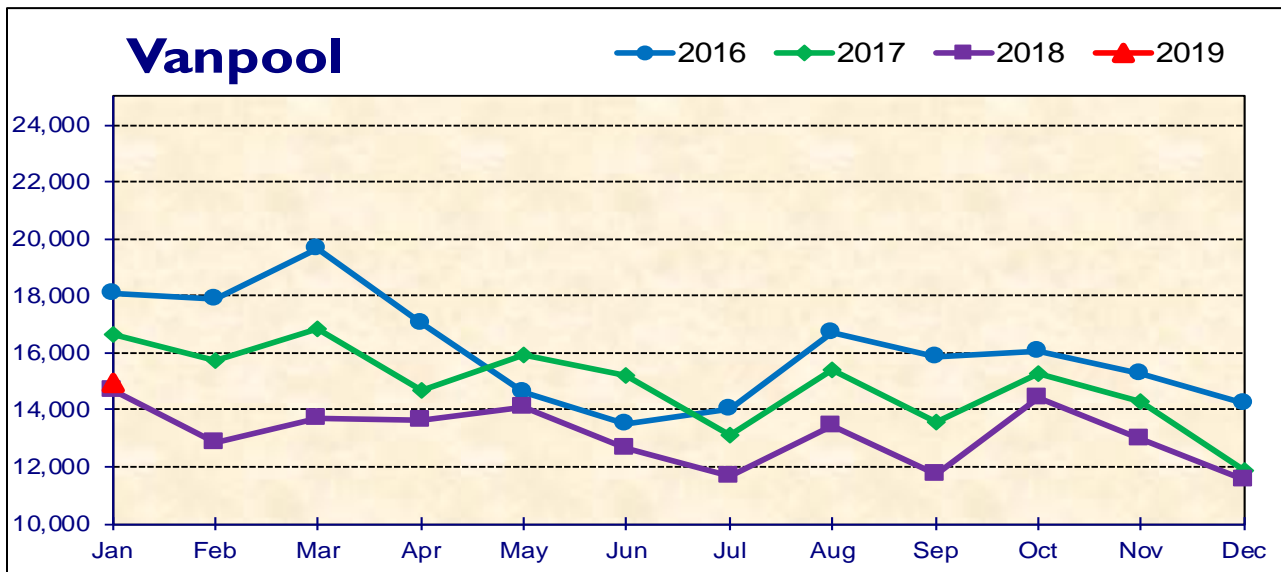
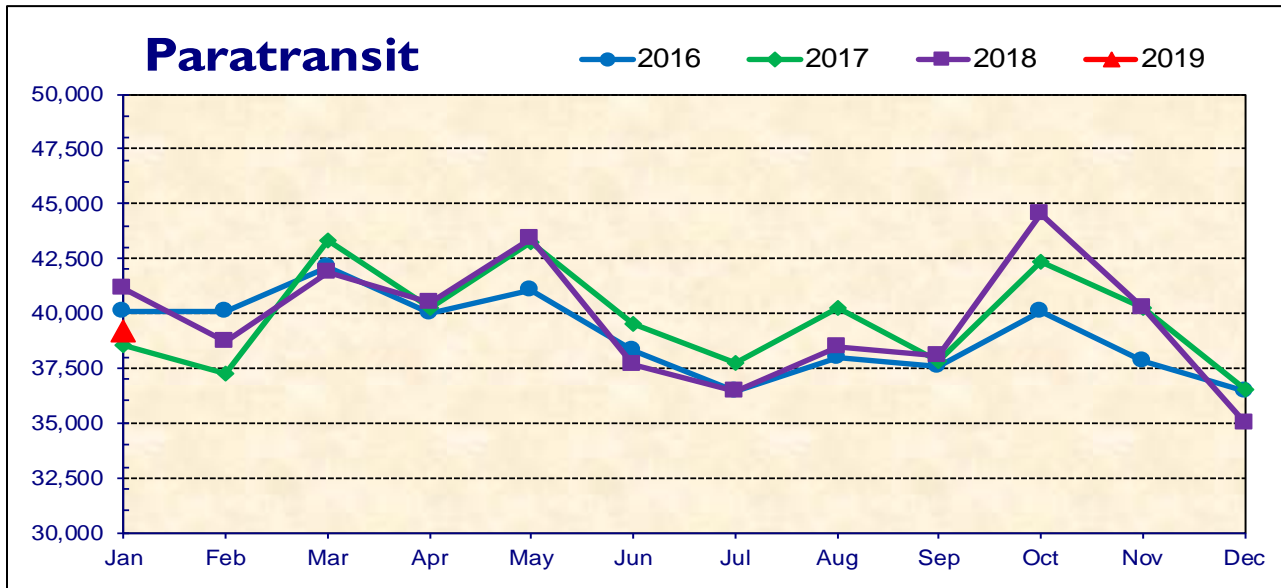
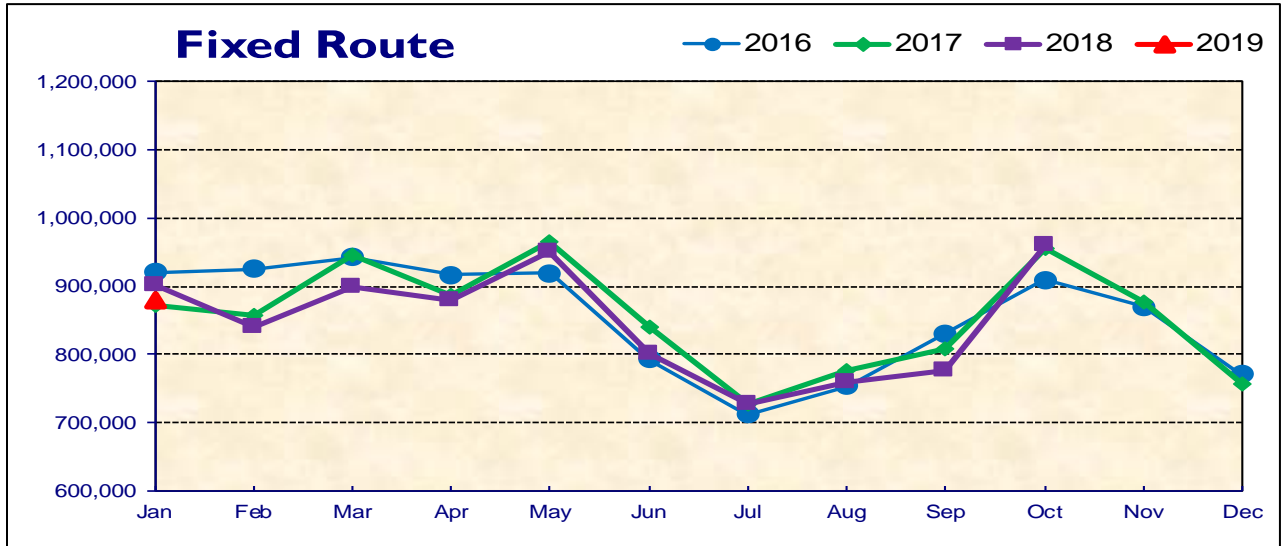
- Total monthly pass sales decreased 5.1% (9,073 vs. 9,565 in 2018).
- Adult Pass/Smartcard sales decreased 5.5% (5,063 vs. 5,358 in 2018).
- City Ticket monthly sales increased 3.6% (465 vs. 449 in 2018).
- 7-Day Pass/Smartcard sales increased 48.1% (1,650 vs 1,114 in 2018).
- Student Pass sales decreased 90.0% (2 vs. 20 in 2018).
- Youth Pass/Smartcard monthly sales increased 5.0% (1,755 vs. 1,672 in 2018).
- Reduced Fare Pass/Smartcard monthly sales decreased 10.9% (1,509 vs. 1,693 in 2018).
- Paratransit Pass/Smartcard sales decreased 11.4% (746 vs. 842 in 2018).
- UTAP rides increased 3.7% (175,509 vs 169,291 in 2018).

**RECOMMENDATION TO BOARD:** Information only.

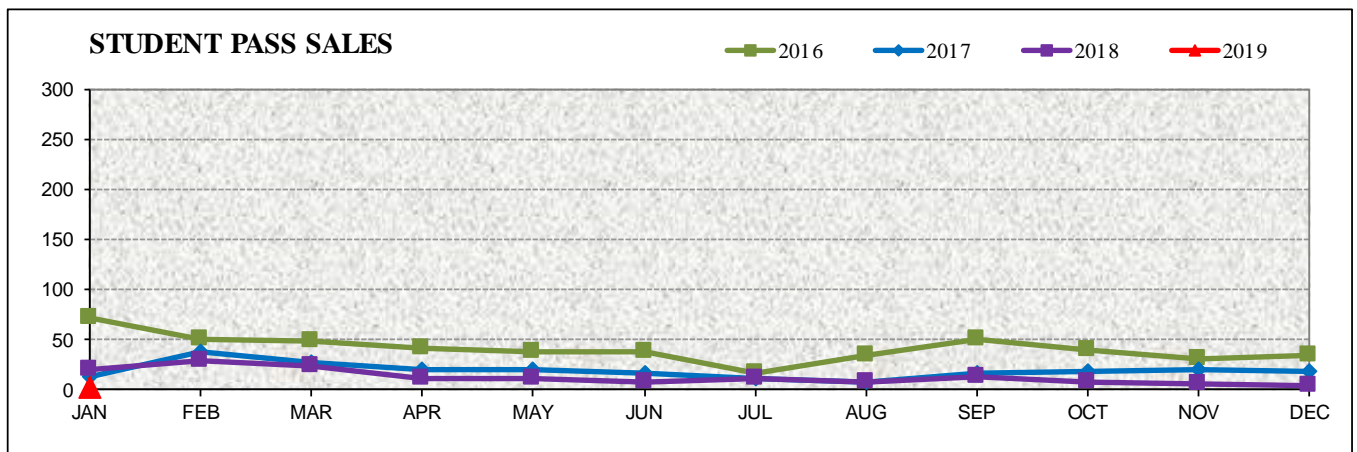
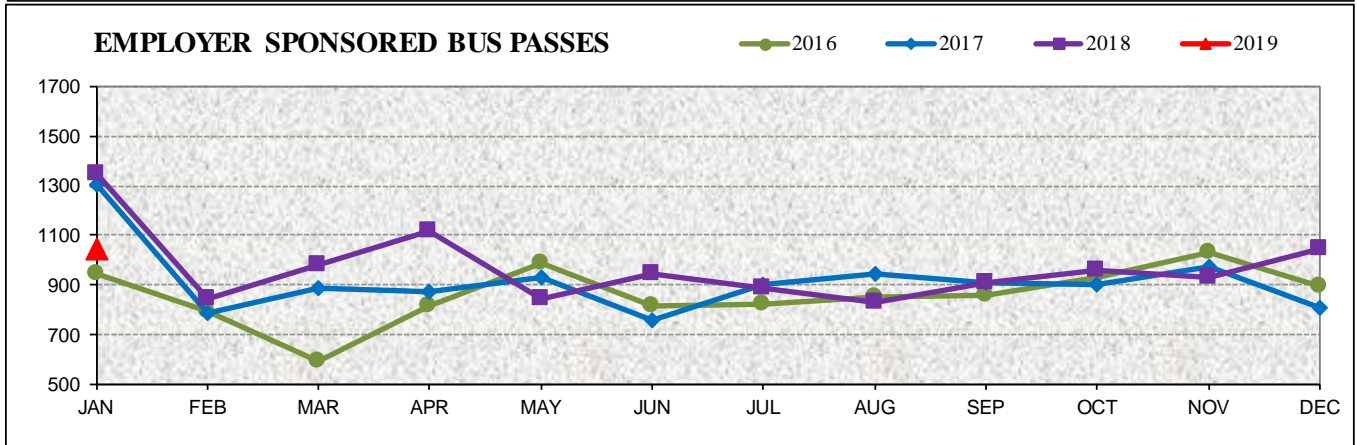
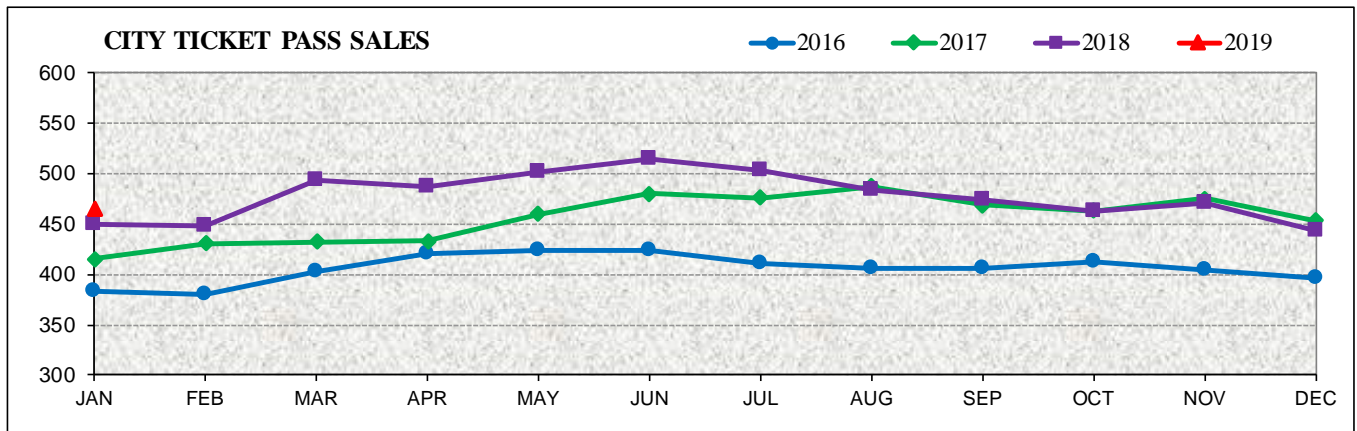
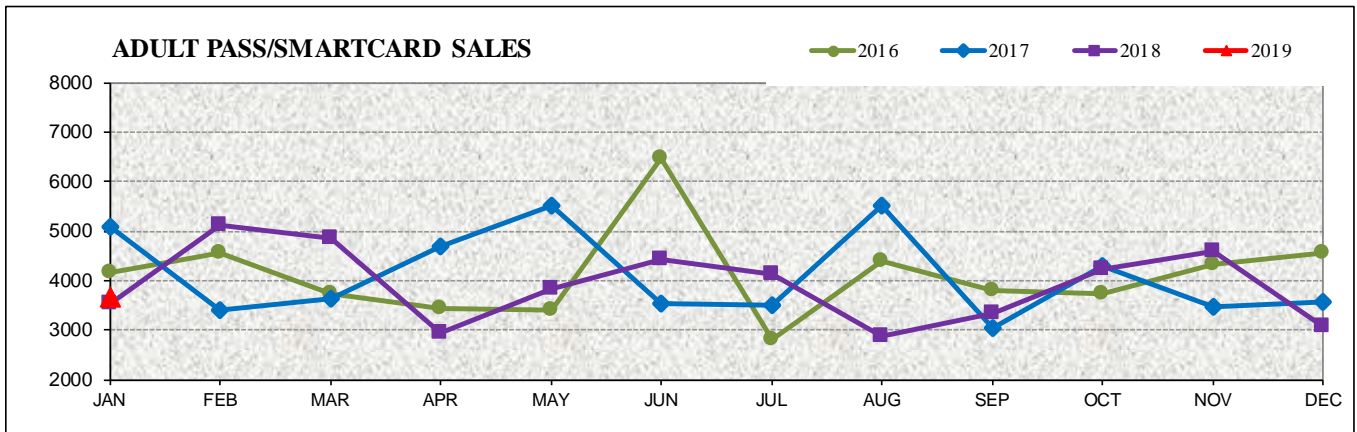
## **FINAL REVIEW FOR BOARD BY:**

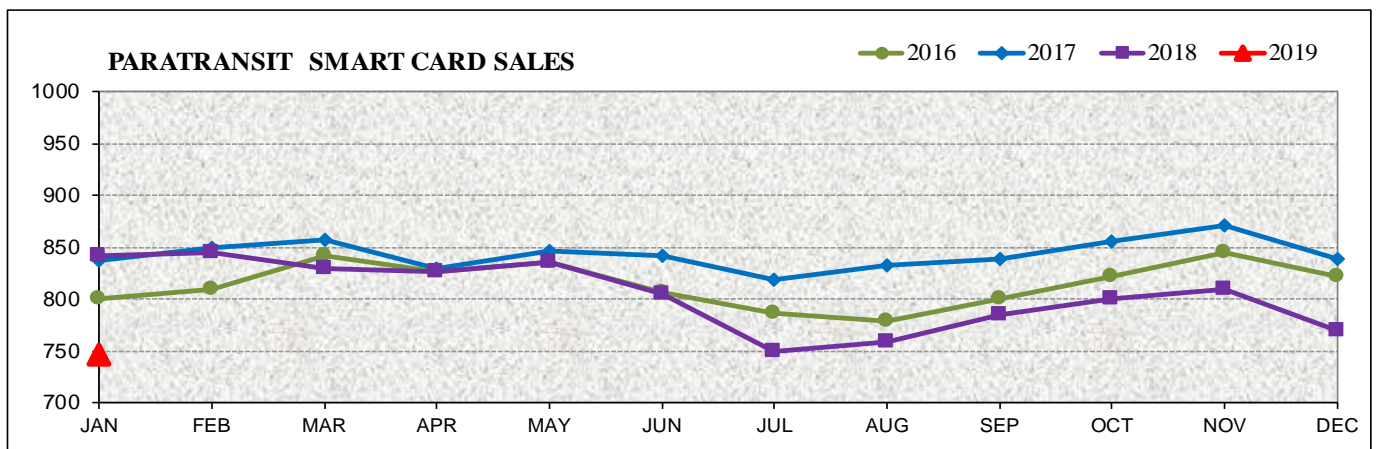
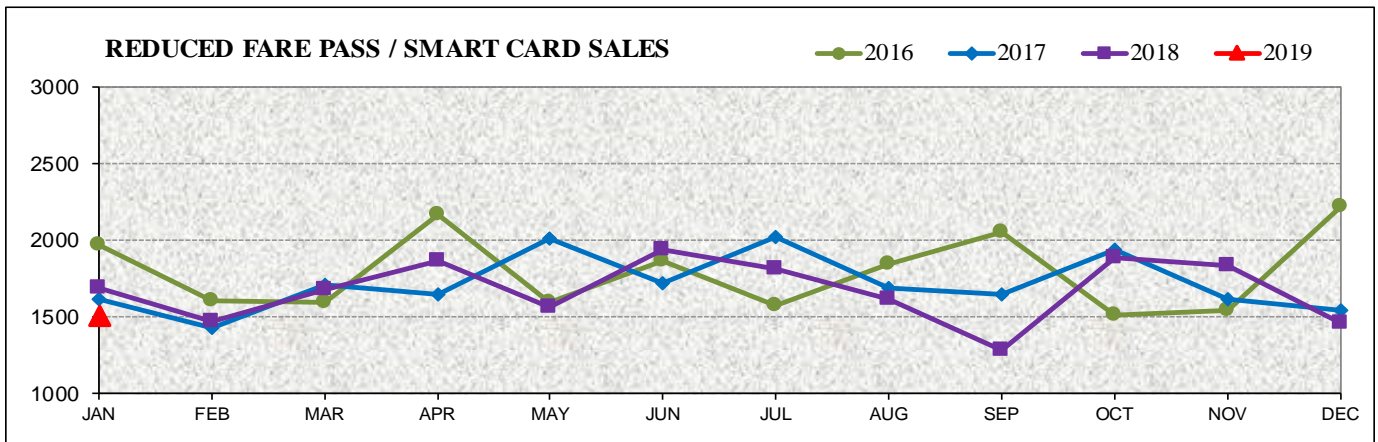
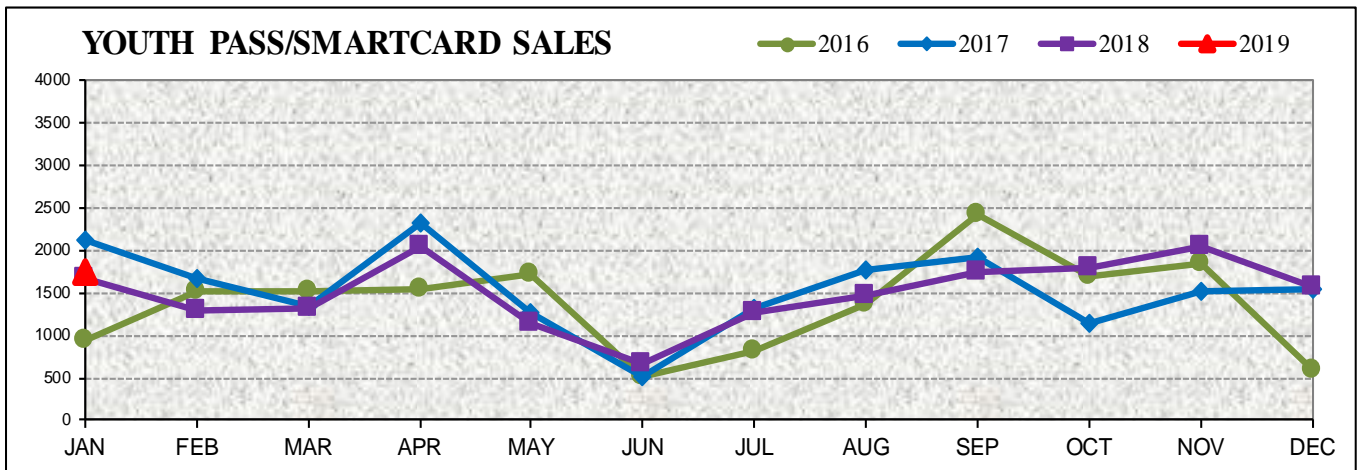
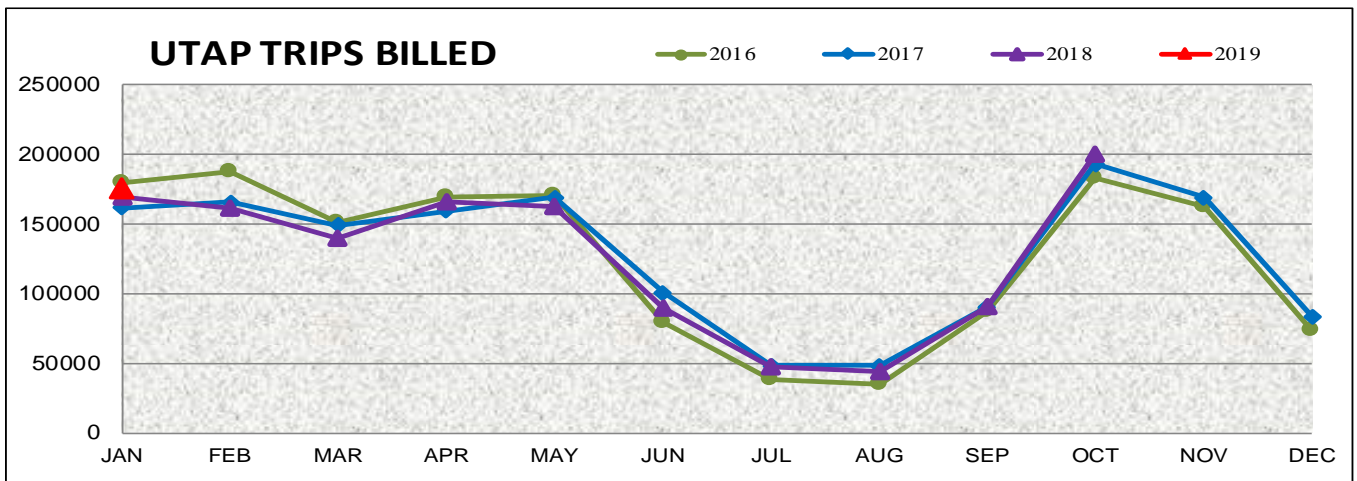
Division Head RHW Chief Executive Officer ESM Legal Counsel LM

# RIDERSHIP



# PASS SALES





**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING OF**

March 21, 2019

**AGENDA ITEM 11E :** DRAFT SRTC 2019-2020 UNIFIED PLANNING WORK PROGRAM (UPWP)

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning & Development  
Mike Tresidder, Associate Transit Planner

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**SUMMARY:** The Spokane Regional Transportation Council (SRTC) is the lead agency for coordinating transportation planning activities in the Spokane region. Each year SRTC prepares a Unified Planning Work Program (UPWP) to define and coordinate all planning activities that will be conducted in the metropolitan planning area over the next two State Fiscal Years (July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021). These activities include their core responsibilities as the Metropolitan Planning Organization and the Regional Transportation Planning Organization, including planning projects and activities. The UPWP is completed in coordination with WSDOT and STA. Each cycle STA submits a description of the planning activities it will engage in over the identified State Fiscal Years.

The Planning & Development Committee has reviewed the draft description of STA's ongoing and upcoming planning actives (attached) that has been submitted to SRTC for inclusion in the UPWP.

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head KO Chief Executive Officer ESM Legal Counsel LM

**SRTC July 1, 2019 - June 30, 2021 Unified Planning Work Program;  
Transportation Planning Projects to Be Conducted by Spokane Transit Authority**

### **Implement STA Moving Forward**

In 2014, the Spokane Transit Board of Directors adopted, *STA Moving Forward* a ten-year plan that identifies specific improvements and sequencing to implement STA's Long-Range Comprehensive Plan, *Connect Spokane*. In November of 2016 voters approved Spokane Transit Public Transportation Benefit District Proposition 1, securing funding needed to implement the plan. STA is now engaged in planning to complete the service changes and capital projects outlined by the plan.

#### Expected Outcomes/Products

STA is engaging stakeholders to define the details of the expanded services and capital projects programed in *STA Moving Forward*.

#### Schedule

2014-2028

#### Source of Funds/Budget

Local, State, Federal

### **Transit Development Plan**

Each year, Spokane Transit is required by state law to develop a Transit Development Plan (TDP) and submit it to the Washington State Department of Transportation no later than September 1. The TDP contains a Six-year Plan, Annual Report, Service Implementation Plan and Capital Improvement Program.

#### Expected Outcomes/Products

The development of the 2020 and 2021 TDP will be founded on STA's comprehensive plan, *Connect Spokane and STA Moving Forward*. The TDP includes Spokane Transit's Annual Strategic Plan (as adopted), Capital Improvement Program, the Service Implementation Plan, and the Transit Asset Management Plan. The plan will define what service and capital improvements STA is planning for the current year plus the next 6 years. Development of the TDP will include significant public outreach.

#### Schedule

2020 TDP: December 2019 – September 2020

2021 TDP: December 2020 – September 2021

#### Source of Funds/Budget

Local

## Transit Asset Management Plan

In July 2016, FTA issued a final rule requiring transit agencies to maintain—and document—minimum TAM standards. The new standards will help transit agencies keep their systems operating smoothly and efficiently. As a designated recipient of funds from the State of Good Repair grant program, STA is required to submit a Transit Asset Management Plan. According to MAP-21, this plan must include, at a minimum, capital asset inventories and condition assessments, decision support tools, and investment prioritization. In the plan, STA must also certify that it complies with the rules issued under USC Section 5326(d).

### Expected Outcomes/Products

STA will coordinate with SRTC to prepare a Transit Asset Management Plan in accordance with FTA guidance.

### Schedule

Updated Annually

### Source of Funds/Budget

Local

## Bus Stop Accessibility Improvement Program

Many more barriers to accessibility at STA bus stops exist than possibly be can be addressed all at once with available resources. STA must coordinate with local and regional jurisdictions to identify barriers, prioritize addressing them and to outline funding and a timeline to do so.

### Expected Outcomes/Products

The effort is expected to result in a plan to systematically prioritize and address obstacles to accessibility at bus stops. STA will also develop procedures to periodically review the location and condition of bus stop areas and bus stop amenities.

### Schedule

January 2019-December 2019

### Source of Funds/Budget

Local

## Division High Performance Transit Study

This project will study and form the implementation strategy for Bus Rapid Transit on the Division St. Corridor, a corridor that runs along Division St. between Downtown Spokane and the Wandermere Area of Spokane County.

### Expected Outcomes/Products

Through a coordinated effort with the Washington State Department of Transportation, SRTC, City of Spokane and Spokane County, this project will identify the operational treatments, including but not limited to traffic impact analysis regarding the benefits and operational impacts of various alignments (including a center-running alignment for transit vehicles), Business Access and Transit Lanes, Transit Signal Priority, etc. The location of stations and the level of investment (station amenities, off-board fare payment stations, real-time information, bike lockers, etc.) at those stations will be documented in addition to a study of the frequency, span and type of vehicles that would best suit this High Performance Transit investment.

### Schedule

April 2019 – June 2020

### Source of Funds/Budget

Federal Surface Transportation and Local Funds, Budget of \$500,000

## Title VI Planning and Systems Analysis

Title VI is a federal statute that states “no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” As part of its obligation to adhere to this statute and associated regulations and guidance, STA is required to submit a program to the Federal Transit Administration (FTA) every three years that documents compliance and analyzes the distribution of transit investments, results of the equity analysis for any major service changes and/or fare changes, and the results of the monitoring program for service standards and policies. The Title VI update includes outreach to people with limited English proficiency (LEP).

### Expected Outcomes/Products

STA will conduct analyses on fare and service changes as warranted by established Title VI policies and continue its transit monitoring program. SRTC may be called upon to assist in data provision and/or analysis. The resulting information will assist in future planning decisions.

### Schedule

Ongoing

### Funding

Local

## I-90/Valley HPT Corridor Design and Preliminary Engineering

In 2013 STA completed a preliminary concept for High Performance Transit between Spokane and Liberty Lake along I-90. The study included conceptual engineering on several park and ride lots and new “flyer stations” along the corridor. Subsequently STA has secured funding for the design and construction of new facilities.

### Expected Outcomes/Products

STA endeavors to construct expanded and more efficient transit facilities along I-90 in Spokane Valley and Liberty Lake to promote and accommodate ridership demand. The design and engineering of these improvements will begin with planning tasks that will include: revisiting the original scope, documenting purpose and need, reviewing and selecting the type, size and location of potential facilities as previously developed by STA, and developing design and preliminary engineering drawings for Mirabeau Park & Ride and the Liberty Lake Park & Ride in light of state and local investments in I-90 access improvements. The results from this effort will transition to a full design and engineering effort in late 2020.

### Schedule

March 2019 – May 2020

### Funding

Local

## Zero Emission Fleet Transition Plan

In accordance with *Connect Spokane* and with internal strategies, STA is looking to identify a path forward towards a zero emission fleet, to the greatest extent possible. Our objective is to develop a plan for this project and adjust our fleet replacement strategy to maximize the introduction of zero emission buses into our fixed-route system.

### Expected Outcomes/Products

This analysis will identify, on a lifecycle basis, the economic costs, performance issues, risks, and recommended timeline associated with transition to a zero emission transit bus fleet. The results of this analysis will inform STA decision making in the areas of policy, procurement and technology.

### Schedule

April 2018 – September 2019

### Funding

Local

## STA Facilities Master Plan

The STA Facilities Master Plan will be a follow-up to the 2015 *Administrative & Maintenance Facility Master Plan* completed in January 2015. The goal of the master plan is to create a tool that will enable STA decision makers to initiate plans to remedy short-term needs with future facility build in view.

### Expected Outcomes/Products

This planning effort will build on past efforts while considering the various scenarios for future transit service levels, as well as the anticipated transition to battery electric buses for part or all of the fixed route fleet, and the infrastructure that will be required to support charging the fleet.

### Schedule

3/06/2019

Draft

4

June 2019 – December 2020

Funding

Local

### 5-Mile Park & Ride Mobility Study

In the 2017 Update to *Connect Spokane*, STA added language regarding the development of mobility hubs at existing and future park and rides. STA has identified the 5-Mile Park & Ride as a key park & ride to explore the mobility hub concept.

Expected Outcomes/Products

This study will research the 5-Mile Park & Ride capacity issues and provide viable alternatives, evaluate mobility hub connections, and review the current configuration for bus operation. Mobility Hubs will include a variety of mobility options, including – carshare, bike and scooter share, and transportation network companies (Uber, Lyft, etc.). This study will determine alternatives for implementation.

Schedule

September 2019 – December 2020 (concurrent with *Connect Spokane Update*)

Funding

Local

### Connect Spokane Update

In 2010 the STA Board of Directors adopted *Connect Spokane: A Comprehensive Plan for Public Transportation* to guide future decision making related to STA's services, activities and programs. Connect Spokane contains a policy that the plan will be reviewed and updated as appropriate every three years. Consistent with *Connect Spokane* policies the update will include a significant public input element.

Expected Outcomes/Products

STA is reviewing the existing plan, trends and industry best practices with stakeholders and the public. Revisions will be drafted as needed to address any identified course corrections, updated community goals, and new opportunities and challenges. The revisions will then be reviewed by stakeholders and the public before final action is taken by the STA Board Directors.

Schedule

September 2019 – May 2021

Source of Funds/Budget

Local

**SPOKANE TRANSIT AUTHORITY**

**BOARD MEETING**

March 21, 2019

**AGENDA ITEM 11F:** CENTRAL CITY LINE: THIRD-PARTY AGREEMENT STATUS REVIEW

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning & Development  
Dan Wells, Deputy Director of Capital Development

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**SUMMARY:** According to the Federal Transit Authority (FTA), the term ‘Third-Party Agreement’ refers to the agreements between a grantee (in this case STA) and parties other than FTA that are needed to facilitate the financing, design, permitting, construction, operation and maintenance of a federally funded capital transit project.

The purpose of the Third-Party Agreement Plan is to assist FTA’s Project Management Oversight Consultant (PMOC) in identifying agreements that are necessary for the successful completion of the project, and to identify which of these agreements are deemed ‘critical’ and must be executed or awaiting execution at the time of execution of the Small Starts Grant Agreement between STA and the FTA.

STA compiled a list of the known agreements needed for the successful completion of the Central City Line (CCL) project and reviewed the list with the FTA. FTA staff determined which of these agreements are considered ‘critical’ and must proceed toward execution prior to FTA grant funding. **The Third-Party Agreement Tracking Matrix is attached.**

**RECOMMENDATION TO COMMITTEE:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head KO

Chief Executive Officer ESM

Legal Counsel LM

### March 6, 2019 DRAFT Central City Line Third Party Agreement Tracking Matrix

Agreement	Agency / Jurisdiction	FTA/PMOC "Criticality"	Agreement Name	Agreement Type	Agreement Summary	Expected Execution
CCL-010	Avista Utilities	YES	ROW Acquisition for CCL Station # 24 - Avista Utilities	STA Purchase & Sale Agreements	Purchase of approximately 1400 sq./ft. of part of two parcels owned by Avista Utilities	May 2019
CCL-011	Gonzaga University	YES	ROW Acquisition for CCL Station # 21B	STA Purchase & Sale Agreements	Purchase of approximately 1800 sq./ft. of property owned by Gonzaga University	May 2019
CCL-012	Gonzaga University	YES	ROW Acquisition for CCL Station # 20	STA Purchase & Sale Agreements	Purchase of approximately 2400 sq./ft. of part of three parcels owned by Gonzaga University	May 2019
CCL-014	Adjacent Private Property Owner	YES	ROW Acquisition for CCL Station # 27A	STA Purchase & Sale Agreements	Purchase of approximately 396 sq./ft. of part of two parcels owned by National Association of Letter Carriers	May 2019
CCL-015	City of Spokane	YES	City of Spokane & Spokane Transit Authority - Central City Line Development Agreement	Project Order	Project Order for right-of-entry, permitting and construction between STA and the City of Spokane	July 2019
CCL-017	City of Spokane	YES	Master Design and Construction Agreement between City of Spokane and Spokane Transit Authority	Interlocal Agreement	Contract agreement for Design and Construction by City of Spokane and Spokane Transit Authority that provides framework for future Project Orders	Executed 02/14/2019
CCL-018	City of Spokane	YES	City of Spokane & Spokane Transit Authority - Central City Line Riverside Avenue Station Design and Construction	Project Order	Project order describing City's project to rebuild Riverside Avenue and include three CCL stations in the Design and Construction. Includes STA's reimbursement	July 2019
CCL-019	Avista Utilities	YES	Avista Utilities & Spokane Transit Authority - Central City Line Utility Reimbursement Agreement	Avista Standard Reimbursement Form	Reimbursement for utility relocation work required prior to construction of the Central City Line	August 2019
CCL-020	Avista Utilities	YES	Avista Utilities & STA - Central City Line – Spokane Community College Transit Center	Avista Standard Reimbursement Form	Reimbursement for utility work required for construction of the Spokane Community College Transit Center	August 2019

### March 6, 2019 DRAFT Central City Line Third Party Agreement Tracking Matrix

Agreement	Agency / Jurisdiction	FTA/PMOC "Criticality"	Agreement Name	Agreement Type	Agreement Summary	Expected Execution
CCL-027	Avista Utilities	<b>YES</b>	Avista Utilities & Spokane Transit Authority - Central City Line - NW Boone Garage	Avista Standard Reimbursement Form	Reimbursement for utility work required for construction of the NW Boone Garage	Executed 11/13/2018
CCL-022	Multiple Utilities...	<b>YES</b>	Spokane Transit Authority - Miscellaneous Utility Owners: Comcast, Century Link, AT&T, etc.	Letter of Intent	Letter(s) of Intent for utility relocation as needed	TBD
CCL-024	Gonzaga University	<b>YES</b>	Gonzaga University and the STA - CCL Operations and Maintenance Agreement	Contract Agreement	Operations & Maintenance Agreement for the Transit Easement	July 2019
CCL-025	Spokane Community College	<b>YES</b>	SCC - Central City Line Development Agreement	Ground Lease	Ground Lease for long-term use of State of Washington property. Reflects College's Facilities Master Plan. Agreement for right-of-entry, permitting, construction, phasing, operations and Maintenance.	March 2019
CCL-026	Washington State University	<b>YES</b>	WSU/STA - Central City Line Station Location and Driveway Relocation	Contract Agreement	Contract Agreement for WSU to relocate two driveways to a parking lot so that we can build a CCL station per City of Spokane requirements	July 2019
CCL-027	Gonzaga University	<b>YES</b>	Gonzaga University Temporary Construction Easement	Temporary Construction Easement	Right of Entry, License and Temporary Construction Easement	July 2019
CCL-028	Gonzaga University	<b>YES</b>	Cincinnati Street Transit Easement	Transit Easement	Easement for ingress, egress and operations on Cincinnati Street	July 2019
CCL-029	Gonzaga University	<b>YES</b>	Gonzaga Reimbursable Agreement	Memorandum of Agreement	Design development and other limited project related activity	July 2019
CCL-016	City of Spokane	<b>NO</b>	City of Spokane & STA - CCL Operations and Maintenance Agreement	Project Order	Project Order for operations, maintenance and continuing control.	May 2020
CCL-021	Avista Utilities	<b>NO</b>	Avista Utilities & Spokane Transit Authority - Central City Line Electrical Service	Letter of Intent	Letter of Intent for continued service to the CCL Stations	Executed 11/09/2018

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING & EXTERNAL RELATIONS MEETING OF

March 6, 2019

**AGENDA ITEM** **11G:** PARTNERSHIP AGREEMENT WITH WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION (WSDOT): WEST PLAINS  
TRANSIT CENTER (WPTC) INTERCHANGE ACCESS PROJECT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning & Development  
Gordon Howell, Principal Transit Planner

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**SUMMARY:** The West Plains Transit Center (WPTC) was put into operations in fall 2018 with fixed route buses servicing the site beginning September 16, 2018. The transit center was funded with local, federal and state funds, including a Washington State Regional Mobility Grant (RMG) funds of \$7.05 million over two biennia (2015-2017 and 2017-2019).

Spokane Transit's original grant application for the project described the need for safe pedestrian/bicycle access across the Medical Lake Interchange (Exit 272) and transit only access to the WPTC from I-90. Submittal of the RMG application was based on coordination efforts with WSDOT Eastern Region on the construction of the WPTC and the Medical Lake (Exit 272) interchange design. While the WPTC on-site construction is substantially complete, the transit only access and safe bicycle/pedestrian access still needs to be completed. Based on WSDOT's Medical Lake Interchange Improvement project, it is cost effective for Spokane Transit to enter into an agreement with WSDOT to add the transit, pedestrian/bicycle access elements. This agreement is not required to be approved by the Board of Directors, based on the dollar threshold and the nature of the agreement. In order to meet the construction season for this year, the CEO signed the agreement.

As part of the integration of the two projects, Spokane Transit included a sub-project associated with the West Plains Transit Center. The "WPTC Transit/Interchange Access Project" is adopted in the 2019-2024 Capital Improvement Program. Spokane Transit will provide an estimated \$800,000 (approximately \$711,200 in RMG funds and \$88,800 in local funds) to construct the following:

- A bus/transit only lane from the eastbound off-ramp into the transit center.
- Two bus/transit only lanes between the transit center and roundabout at Aero Road.
- A pedestrian pathway from the transit center to the roundabout at Aero Road.

The local agency agreement between Spokane Transit and WSDOT for the transit access improvements to the I-90 Medical Lake Interchange (Exit 272) and WPTC is attached for review. The agreement is under \$1 million and for an improvement included in the CIP as Project #742. Because it was enabled under RCW 47.28.140 (cooperative agreements for highway and public transportation improvements) and it met the two criteria above, it is within the CEO's authority to execute.

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head   KO   Chief Executive Officer   ESM   Legal Counsel   LM

# SPOKANE TRANSIT AUTHORITY

## BOARD MEETING OF

March 21, 2019

### AGENDA ITEM **11H**: I-90 / VALLEY HIGH PERFORMANCE TRANSIT (HPT) LINE

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning & Development  
Rob Bielaski, Capital Projects Manager

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**SUMMARY:** The vision for the I-90/Valley HPT corridor is two-way, all-day transit service traveling from Spokane eastward to Spokane Valley and Liberty Lake, with the possibility of a future extension to Coeur d'Alene along Interstate 90.

The STA Moving Forward Plan includes funding for additional service on I-90, introducing some elements of High Performance Transit (HPT); replacing or expanding the current Mirabeau Park and Ride to include transit center infrastructure; and building a new Liberty Lake Park and Ride that offers greater capacity than the current facility. These improvements are to be completed by or before 2023. Additionally, the final distinct project in the plan called for a pilot extension of bus service into Kootenai County. The expectation is that it may be feasible to make permanent with cost sharing with other agencies.

The following have been identified as potential station locations:

- The STA Plaza located in downtown Spokane
- Spokane Falls Boulevard Station, University District
- “Flyer” stations adjacent to the frontage roads or interchange areas at these locations
  - Freya/Thor streets couplet
  - Argonne/Mullan Roads couplet
- Mirabeau Transit Center in the general vicinity of Evergreen Road (*STA Moving Forward* commitment)
- New Park and Ride near Barker Road
- New Liberty Lake Park and Ride (*STA Moving Forward* commitment)

Additionally, general station locations have been conceived in Kootenai County.

- Post Falls near the Seltice Way interchange
- An area west of Huetter Road
- Riverstone Transit Center in Coeur d'Alene

In 2015 the Spokane Regional Transportation Council awarded \$650,000 in Congestion Mitigation Air Quality funds to the preliminary engineering phase of the I-90/Valley HPT line. This was to include a feasibility analysis of future possible elements and stations along the corridor and begin design on elements that may be fully funded in the future. The initiation of the I-90/Valley HPT project will require STA to hire a consultant to perform this feasibility analysis and preliminary engineering. In April, STA will issue a request for qualifications (RFQ) for qualified engineering consultants to launch the planning and design efforts.

**RECOMMENDATION TO BOARD:** Information only.

**FINAL REVIEW FOR BOARD BY:**

Division Head     KO     Chief Executive Officer     ESM     Legal Counsel     LM