

**FINANCE & ADMINISTRATION
COMMITTEE MEETING AGENDA FOR
April 20, 2020
1:15 p.m. – Webex Meeting**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on March 16, 2020** as a Webex Meeting, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

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

AGENDA

I. Call to Order

II. Approval of Minutes from March 16, 2020 Meeting

III. Consent Items

- | | |
|--|---------------------|
| • Hamilton Street Corridor Intersections Improvement Project | Dan Buller |
| • US Electric Contract for High Voltage Electrical Tech and Maint | Chris Averyt |
| • Sole Source Construction Administration Contract Post Street Bridge | Mark Serbousek |
| • Range Changes for two positions in Mayor's Office | Meghann Steinolfson |
| • Interlocal Agreement between City of Spokane/City of Airway Heights and WPPDA regarding 6 th and 12 th Ave | Katherine Miller |
| • Community-Minded Enterprises community cable channel | Brian McClatchey |
| • Contract Amendment for Pacifica Law Group | Mike Ormsby |
| • Tax & License Emergency Ordinance COVID 19 due date extensions, penalty waivers, and postponement of collection | Jake Hensley |
| • Letter of Support for Cocktails To-Go | CM Kinnear |

IV. Council Requests

- | | |
|---|--------------|
| • Letter of Support for Avista's Regional Transportation Electrification Plan | CP Beggs |
| • COVID 19 Financial Update | Mumm/Wallace |

V. Staff Requests

- | | |
|--------------------------------------|--------------|
| • Bond Refinancing Proposal (10 min) | Jake Hensley |
|--------------------------------------|--------------|

VI. Standing Topic Discussions:

- | | |
|---|-------------------|
| 1. 21 st Century Workforce (Frequency: May, July, September, November) | Human Resources |
| 2. Quarterly Overtime Updates for Uniform (Frequency: Jan, May, July, Oct) | Fire/Police Admin |

- | | |
|---|----------------------|
| 3. Quarterly Investment Update(Frequency: Jan, May, July, Oct) | Jake Hensley |
| 4. Intrafund Budget Transfer Report and General Fund Update (5 min) | Paul Ingiosi |
| 5. Financial Update (10 min) | Paul Ingiosi |
| 6. Budget Update - Process (5 min) | Paul Ingiosi/Wallace |

VII. Executive Session:

VIII. Adjournment:

Next Finance & Administration meeting will be on Monday, May 18, 2020 at 1:15 p.m.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

“A good financial plan is a road map that shows us exactly how the choices we make today will affect our future” – Alexa Von Tobel

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$ 160,000</u>
TO:	0020-88500	General Fund	
	19990-54201	Contractual Services	<u>\$ 160,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget a one-time allocation to Community Minded Television to support their general operations in 2020, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0520-36200	Mayor's Office	
	13100-59951	Reserve for Budget Adjustment	<u>\$ 24,116</u>
TO:	0520-36200	Mayor's Office	
	13100-08440	Director – Office of the Mayor	
		From Range 40 Step 6 to Range 51 Step 6	
		Exempt/Con	\$15,424
	0520-36200	Mayor's Office	
	13100-07400	Constituent Services Coordinator	
		From Range 22 Step 6 to Range 32 Step 6	\$8,692
			<u>\$ 24,116</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust salary ranges following a review of incumbent's responsibilities and job descriptions, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of SAVED MAGAZINE, ET. AL., v. CITY OF SPOKANE, ET. AL., consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract attested by the City Clerk on January 31, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 1, 2020.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).**

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

PACIFICA LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

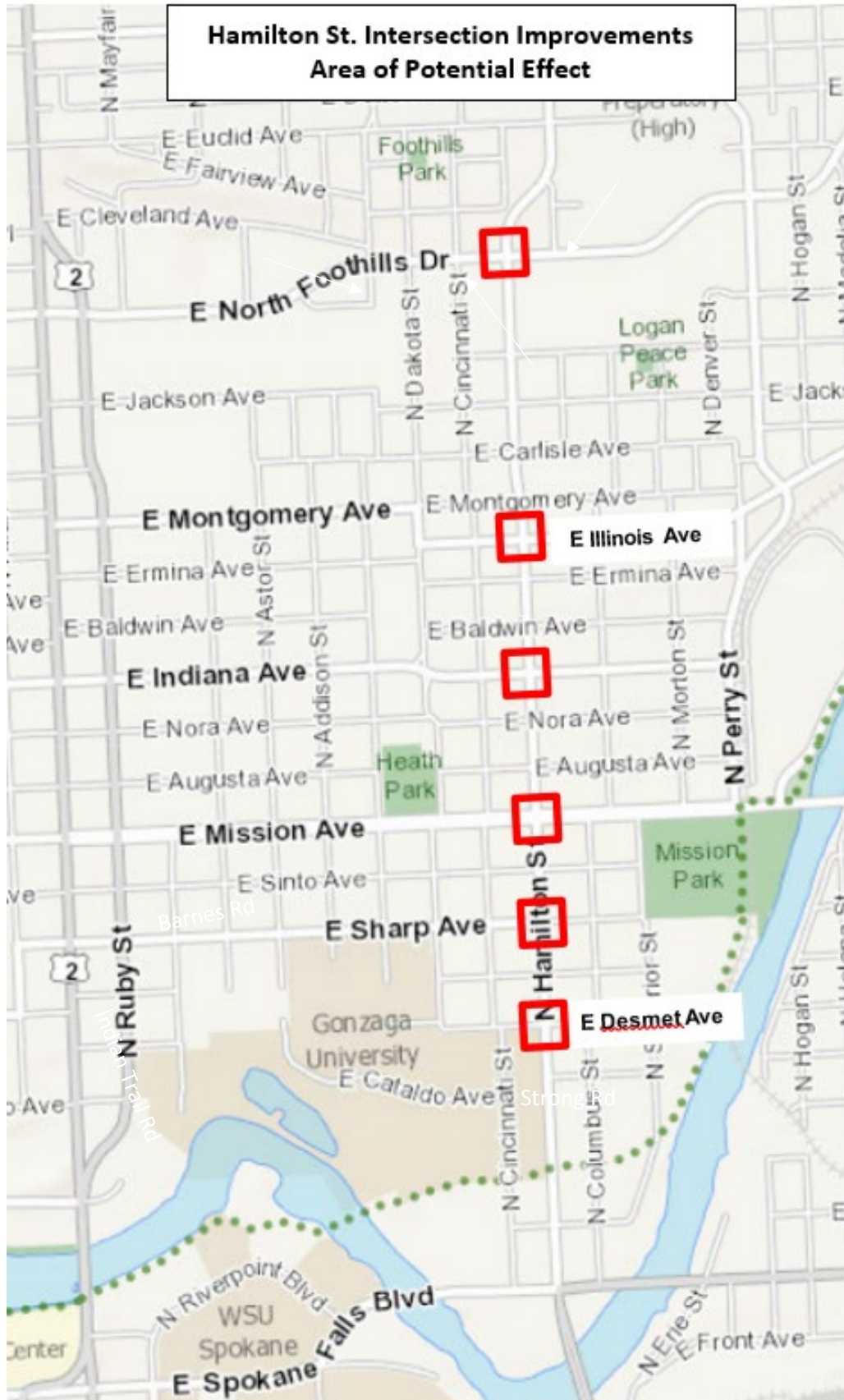
20-064

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Hamilton Street Corridor Intersections Improvement Project
Date:	4-20-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Hamilton Street is the fourth busiest street in Spokane with about 25,000 vehicles on an average day. As such, this street is in need of various improvements to better handle this volume of traffic. 	
<ul style="list-style-type: none"> This project will accomplish the following: <ul style="list-style-type: none"> Install protected left turn arrows on Hamilton Street at Desmet Avenue, Sharp Avenue, Mission Avenue, Indiana Avenue, Illinois Avenue, and North Foothills Drive. The existing rectangular rapid flash beacon (RRFB) at Desmet Avenue will be upgraded to a traffic signal Install protected left turn arrows on Mission Avenue, Indiana Avenue and North Foothills Drive for traffic turning onto Hamilton Street. Lengthen the westbound left turn pocket on Mission Avenue. All six signals will be connected via high speed cable which will be installed with directional drilling, eliminating the need for a trench the full length of the project. During construction, traffic on Hamilton will remain open but will be reduced to one lane in each direction. Illinois and Mission Avenues will be closed to traffic at Hamilton during work on those intersections. This federally funded project is planned for construction this summer. 	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**Hamilton St. Intersection Improvements
Area of Potential Effect**



Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Public Works – Engineering Services
Subject:	Sole source Construction Administration Contract for Post Street Bridge
Date:	1/6/2020
Contact (email & phone):	Mark Serbousek x6154
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is funded and approved in the City-Wide program. <i>“This project meets 50 goals in Chapter 4 of the Comprehensive Plan. Specifically in TR 1-8 and TR 10.”</i>
Strategic Initiative:	PIES - Repurposing of Public Property and Assets to Stimulate Private Investment – Leverage Riverfront Park Investments Urban Experience – Develop and Formalize World Class River Trail System
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Award of sole source contract – April 2020
Background/History: The City of Spokane has been under contract with KPFF for the design of the Post Street Bridge Project for the last 1 ½ years to design the new Post Street Bridge. The design is coming to an end and the city is preparing to put the project out to bid for construction. Once this is done, the design contract with KPFF is complete and the city will move to constructing the bridge. During the construction process the city will need the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications and possible construction changes. The city could go out with an RFP process to obtain a consulting firm to complete this work, however the design firm of KPFF would be excluded due to the inherent competitive advantage of being the designer of record. This would not be in the best interest of our taxpaying customers. KPFF has an intimate knowledge of the design, with all the design calc's in their possession for any changes which maybe requested by the contractor. Any other consultant which would come on board, would have to spend a large amount of time to just get up to speed on the design and any possible requested changes, at an additional cost to our taxpayers and a slower responsiveness which may extend the construction duration. Therefore in the best interest of the project and the people who are paying for the project, the city should sole source the construction administration to KPFF consulting. The bridge construction is funded with State, Federal and Local utility dollars.	

Executive Summary:

Resolution for sole source agreement will be forwarded for council approval. Contract will subsequently be forwarded for council consideration following a vote on resolution.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: Utility Rates, Federal Bridge Funds, and Sec. 129 (in City-Wide program and budget)

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required: N/A

Known challenges/barriers: N/A

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Interlocal Agreement
Date:	3/23/2020
Author (email & phone):	Todd Coleman todd@S3R3Solutions.com and kemiller@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Improving Streets
Deadline:	Approval by April 27th
Outcome:	35% Designs to submit for grant funding

Background/History:

The West Plains of Spokane has experienced significant growth over the past few years along with strong projected growth for the future. As a result, traffic volumes on State Route 2 have increased and in many cases reached failure during peak commute times. In order to maintain growth in this corridor, which includes growth within the City of Spokane and West Plains Airport Area, alternative routes to alleviate congestion must be completed. Several transportation plans have identified the 6th/10th/12th Avenue corridor from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane as critical relief to this corridor. Additionally, this alignment is frontage to several industrial and commercial vacant properties within the City and PDA.

This Interlocal Agreement sets forth the mechanism for S3R3 Solutions (West Plains PDA) to facilitate the initial planning and design effort to apply for grants for this corridor. S3R3 will retain the consultant, pay invoices and seek reimbursement from the cities. Once a grant is received the individual cities will be responsible for managing the project to final design, construction and for administering the grant.

Executive Summary:

Develop transportation improvements along the 6th, 10th, and 12th corridor from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane.

- The City of Spokane's contribution is proposed not to exceed \$60,000.
- Will utilize traffic impact fees collected from Project Rose.
- S3R3 will facilitate the project to approximately 35% design in consultation with City staff.
- Provides congestion relief on HWY 2.
- Improves response time for FAFB personnel.
- Positions the project for TIB, FMSIB, Federal stimulus and other funding.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
 Annual/Reoccurring expenditure? ☐ Yes ☒ No
 If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
 Requires change in current operations/policy? ☐ Yes ☒ No
 Specify changes required:
 Known challenges/barriers: None

Briefing Paper

Finance and Administration Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for High Voltage Electrical Technical and Maintenance Support Services for the WTE.
Date:	April 20, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Finance and Administration / Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract with US Electric Corporation to provide electrical technical and maintenance services to the Waste to Energy Facility.
Background/History: <p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received; United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award will span from May 1, 2020 to April 30, 2021 with the option of four (4) additional one-year contract periods. This is an as-needed contract with an annual cost not to exceed \$90,000.00 including taxes.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract award for electrical support services at the WTE per PW ITB 5230-20 with United States Electric Corporation. Contract term from May 1, 2020 thru April 30, 2021 with the option of four (4) additional one-year contract periods. As-needed contract with an annual amount not to exceed \$90,000.00, taxes included. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CME CABLE CHANNEL OPERATIONS FUNDING AGREEMENT

This AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMMUNITY-MINDED ENTERPRISES, whose physical address is 104 W. 3rd Ave., Spokane, Washington 99201, as "CME."

WHEREAS, the City has previously entered into Agreements with Community-Minded Enterprises ("CME"), a not-for-profit corporation organized under the laws of the State of Washington, wherein the City provided certain capital grant funds from "PEG" fees from the City's cable franchise, together with limited operational support; and

WHEREAS, CME agrees to provide community programming on the cable channel designated for that purpose and is in need of funding for operational capabilities in 2020; and

WHEREAS, the City proposes to help fund CME's operational needs in 2020 due to the public benefit which CME provides to the people of Spokane; and

WHEREAS, CME has agreed to continue to provide community access cable programming and the continued operation of CME as Community Channel Manager is in the public interest; and

WHEREAS, the City Council, in its 2020 budget, agreed to provide one-time operating funds for 2020 to ensure that CME stays a vital part of the community discourse.

NOW, THEREFORE, the parties agree as follows:

1. STAND-ALONE FUNDING AGREEMENT. This Agreement is a stand-alone funding agreement, and shall have no effect on any other agreements, specifically any capital funding agreements entered into by and between the City and CME, and any previous amendments and/or extensions/renewals thereof.
2. FUNDING AGREEMENT.
2020 Operations Funding. In consideration for CME's continued provision of vital community programming which the City believes is in the public interest, the City agrees to pay to CME ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00), which funds are to be used solely for operational expenses for the calendar year 2020. Future operational funding is not guaranteed, and is subject to change on a yearly basis.

Dated: _____

CITY OF SPOKANE

By: _____

Mayor

Dated: _____

COMMUNITY-MINDED ENTERPRISES

Email address:

By:

Title:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

SUSTAINABLE RESOURCES COMMITTEE

Division & Department:	Finance – Treasury/T&L
Subject:	Emergency Ordinance – COVID-19 Due date extensions, penalty waivers, and postponement of collection – T&L
Date:	4/20/2020
Contact (email & phone):	jahensley@spokanecity.org ; 625-6074 (Jake Hensley, Treasury Manager)
City Council Sponsor:	Candace Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	COVID-19 – relief for impacted businesses.
Background/History: <ul style="list-style-type: none"> Due to the COVID-19 pandemic, resulting emergency declarations and proclamations have caused the closure of all businesses that would be subject to the City's Admission Tax and Gambling Tax and have caused significant financial challenges to those businesses. Consistent with the State and County relief measures, this ordinance would provide the CFO with authority to extend due dates, and waive penalty and interest for non-payment due to extraneous circumstances. 	
Executive Summary: <ul style="list-style-type: none"> The payment due date for all admissions tax due January 1, 2020 through June 15, 2020 shall be extended to June 30, 2020. The payment due date of April 30, 2020 for all gambling tax due to the City in the first quarter of 2020, shall be extended to June 30, 2020. All penalties imposed for delinquent admissions taxes from January 1, 2020 to May 31, 2020 for delinquent gambling taxes due for the first quarter of 2020, shall be waived if paid by the extended due dates. The collection of interest for unpaid admissions taxes from January 2, 2020 to May 31, 2020 and for delinquent gambling taxes due for the first quarter of 2020 shall be postponed until after June 30, 2020. Authorization Granted to the Chief Financial Officer – to extend any deadline, waive any penalty and postpone the collection of interest for all charges, taxes, licenses and other fees set forth in Title 8 of the Spokane Municipal Code in circumstances where the taxpayer's failure to comply was due to extraneous circumstances beyond the taxpayer's control. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: revenue generating	
Operations Impact:	

Consistent with current operations/policy?

☐

Yes

☒

No

☐

N/A

Requires change in current operations/policy?

☒

Yes

☐

No

☐

N/A

Specify changes required: n/a

Known challenges/barriers: n/a

Briefing Paper Study Session

Division & Department:	City Legal and Risk Management
Subject:	Approval of Contract Amendment for Special Counsel Contract
Date:	April 14, 2020
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Public Safety and Quality of Life
Deadline:	April 20, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution of litigation in a way that protects the interests of SPD and the Spokane Public Library
<u>Executive Summary:</u> Contract Amendment for Pacifica Law Group as outside legal counsel in the matter of SAVED MAGAZINE, ET. AL., v. CITY OF SPOKANE, ET. AL. This litigation arises from the "Drag Queen" story hours held last spring by the Spokane Public Library but is focused on alleged conduct by SPD on their crowd control tactics.	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Utility Budget Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/6/2020

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$90,000.00

Funding Source: 4490 Budget - 4490-44100-37148-54803-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is an as-needed service contract. It is essential to have support services in place in the event there is an unplanned outage so there are no delays in response time.

What are the impacts if expenses are deferred?

If the facility were to experience an unplanned outage requiring electrical support services, without a qualified vendor under contract, it is likely the response time to repair the issue would take significantly longer and would likely incur higher costs due to the emergency nature of it.

What alternative resources have been considered?

The in-house electrical and instrument technicians are not qualified to perform the tasks that are provided by this contract and must be outsourced.

Description of the goods or service and any additional information?

High voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed service at the Waste to Energy Facility.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

DocuSigned by:

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

Briefing Paper

Finance & Administration Committee

Division & Department:	Human Resources
Subject:	Range Changes for Mayor's Office Positions
Date:	April 8, 2020
Contact (email & phone):	Meghann Steinolfson msteinolfson@spokanecity.org , 625-6903
City Council Sponsor:	
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Range Changes for Director, Office of the Mayor and Constituent Services Coordinator
Narrative: <i>All range changes with current incumbents need to be approved by City Council.</i>	
Executive Summary: <ul style="list-style-type: none"> • <i>SPN 844 Director, Office of the Mayor going from Range 40 to Range 51 of Non-Represented</i> • <i>SPN 740 Constituent Services Coordinator going from Range 22 to Range 32 of Non-Represented</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



GENERAL FUND FINANCIAL SUMMARY - 2020
3/31/2020

BEGINNING BALANCES* (actual as of 12/31/2019, unaudited)

		<u>Actual %</u>
--Assigned Funds for Encumbrance Rollover	2,989,424	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,248,506	3.5%
--Contingency Reserve Balance (target 10.0% of expenditures)	20,691,844	10.0%
--Unappropriated Fund Balance	19,612,969	
Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated)	47,553,318	
	<i>% of Adopted Revenues</i>	<i>23.0%</i>

2020 Adopted General Fund Revenues	207,100,161	
Add - COVID-19 Relief Funding	TBD	
Decrease - Sales Tax Revenue Loss (COVID-19)	(10,800,000)	
Decrease - Other Revenue Loss (COVID-19)	(2,100,000)	
Adjusted General Fund Revenue	194,200,161	194,200,161

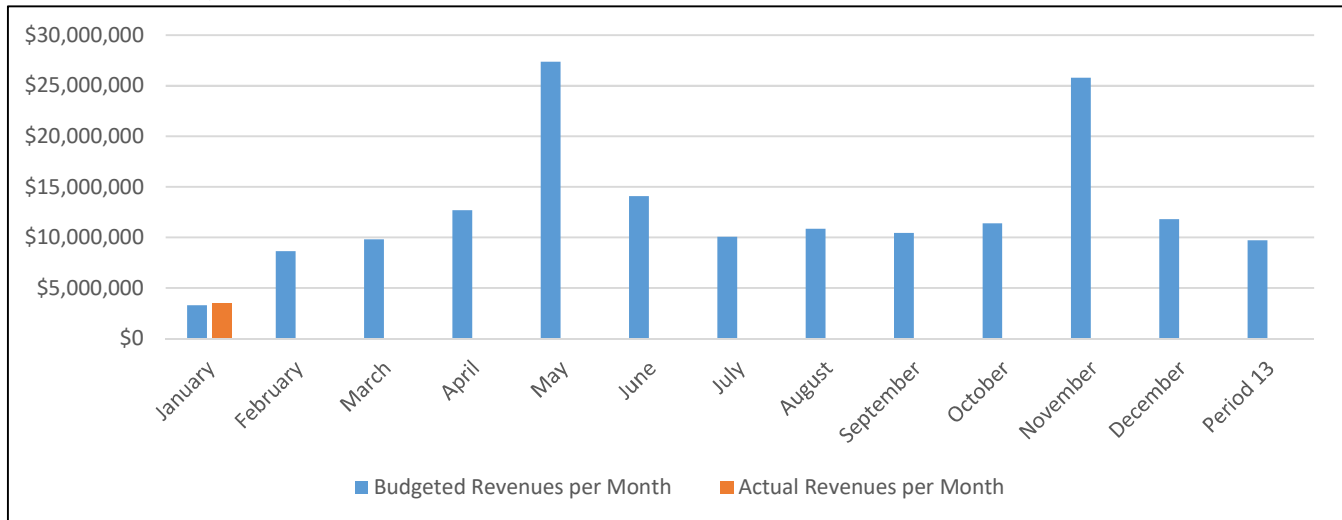
2020 Adopted General Fund Expenses	206,918,438	
Add - 2019 Encumbrance Rollovers	2,989,424	
Add - 2020 Approved Budget Changes QR1	591,566	
Add - Other Unanticipated Costs	TBD	
Add - COVID-19 Response Expense	TBD	
Decrease - Hiring Freeze	(400,000)	
Decrease - Expense Control	(600,000)	
Adjusted General Fund Expenses	209,499,428	209,499,428

PROJECTED ENDING BALANCES

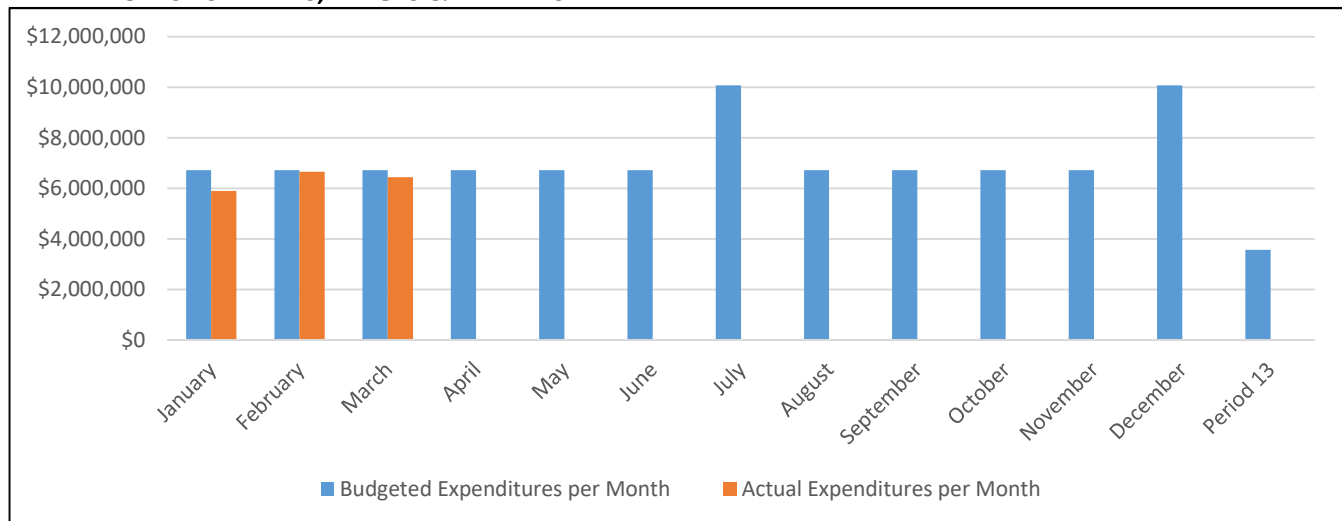
		<u>Actual %</u>
--Assigned Funds for Encumbrance Rollover	-	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	6,797,006	3.5%
--Contingency Reserve Balance (target 10.0% of expenditures)	20,949,943	10.0%
--Unappropriated Fund Balance	4,507,103	
Total Available Reserves	32,254,051	
	<i>% of Adopted Revenues</i>	<i>16.6%</i>

*Per SMC 07.08.010, any General Fund revenue in excess of expenditures from 2019 will first be deposited into the Revenue Stabilization Reserve until that reserve reaches its targeted funding level

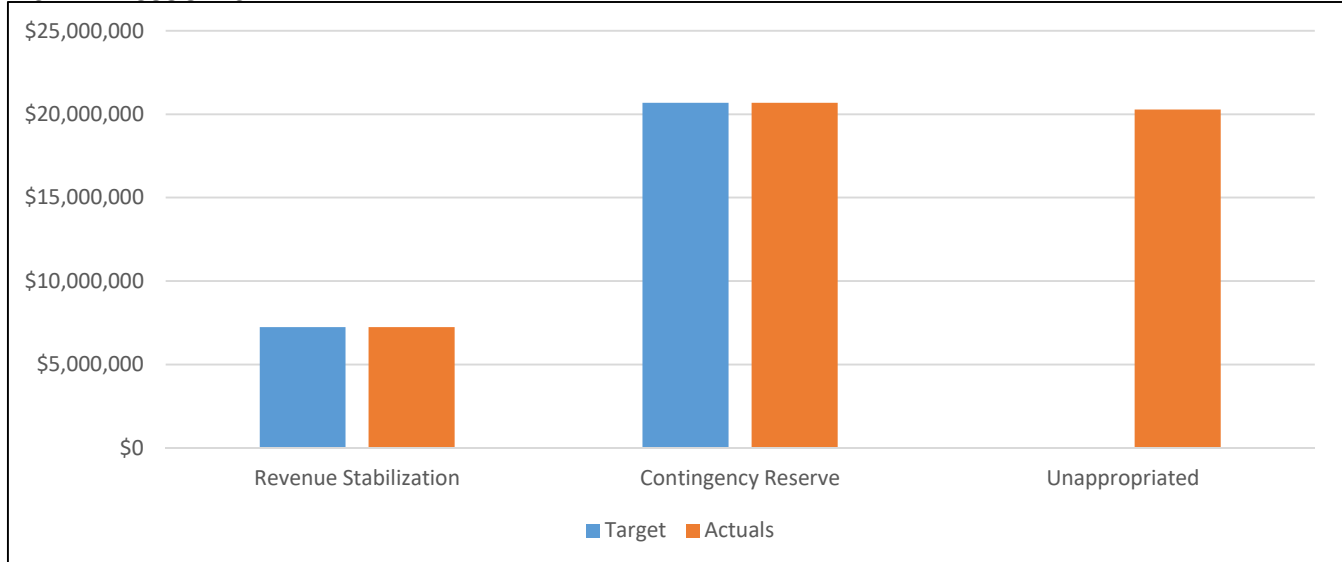
REVENUE - SALES, PROPERTY, and UTILITY TAXES



EXPENDITURES - SALARIES, WAGES & BENEFITS



RESERVE ACCOUNTS



Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/8/20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: 3,200,000

Funding Source: Federal

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Hamilton Street is the fourth busiest street in Spokane with about 25,000 vehicles on an average day. As such, this street is in need of various improvements to better handle this volume of traffic.

What are the impacts if expenses are deferred?

Federal grant funding will expire

What alternative resources have been considered?

None. This is grant funded.

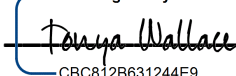
Description of the goods or service and any additional information?

Install protected left turn arrows on Hamilton Street at Desmet Avenue, Sharp Avenue, Mission Avenue, Indiana Avenue, Illinois Avenue, and North Foothills Boulevard. The existing rectangular rapid flash beacon (RRFB) at Desmet Avenue will be upgraded to a traffic signal. Install protected left turn arrows on Mission Avenue, Indiana Avenue and North Foothills Boulevard for traffic turning onto Hamilton Street.

Person Submitting Form/Contact: Dan Buller

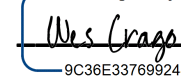
FINANCE SIGNATURE:

DocuSigned by:


CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:


9C36E3376992442...

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE,
CITY OF AIRWAY HEIGHTS AND
THE WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
REGARDING CONSULTING SERVICES RELATED TO
6TH AND 10TH/12TH AVENUE TRANSPORTATION PROJECT**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is entered into by and between the **CITY of Airway Heights**, a political subdivision of the State of Washington, having offices for the transaction of business at 1208 S. Lundstrom, Washington 99001 (herein, “AIRWAY HEIGHTS”); the **CITY of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (herein, “SPOKANE”); and the **West Plains Airport Area Public Development Authority**, a municipal corporation of the State of Washington, having offices for the transaction of business at 7106 W. Will Alton Lane, Suite 103A, Spokane, Washington 99224 (herein, the “PDA”), who are jointly herein referred to as the “PARTIES.” AIRWAY HEIGHTS and SPOKANE are jointly herein referred to as the “CITIES.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 35.21.730, the PDA was created to improve administration of authorized federal grants or programs, to improve government efficiency and services, or to improve the general living conditions in the urban areas of the state, any City, town, or county; and

WHEREAS, pursuant to the provisions of RCW 35.21.745(2), the PDA has authority to enter into agreements, receive funds and expend funds; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes municipal entities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the West Plains is experience substantial economic growth which is contributing to increased traffic congestion; and

WHEREAS, the City of Airway Heights and the City of Spokane have included the future development of 6th and 10th/12th Avenues (herein referred to only as 12th) as a key project to provide additional capacity; and

WHEREAS, the Washington Department of Transportation has designated State Route 2 as a Highway of National Significance; and

WHEREAS, Fairchild Air Force Base relies on predictable response times for military personnel utilizing State Route 2 to report for duty.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the PDA will facilitate the planning, design and engineering of street/road improvements adequate (approximately 35% design) to submit a grant application for construction of 6th and 12th Avenues generally from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane (the "Work"). The CITIES will each be responsible for reimbursement of consultant fees in accordance with Section No. 4. The PDA shall facilitate the project through approximately 35% design, adequate for submittal of a grant application. The PDA shall continue to provide support to the project team through final design. Thereafter, the CITIES either jointly or separately shall assume responsibility for further development of the improvements.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on _____, 2020 and shall remain in full force and effect until otherwise terminated by mutual written agreement of the Parties hereto or pursuant to Section No. 16(G) of this Agreement.

SECTION NO. 3: SERVICES

Section 3.1: Services Provided by PDA: To support economic development within the PDA and surrounding area, the PDA will facilitate, in consultation with the CITIES, the following services to support development of the 6th/12th Avenue alignment from Craig Road to Campus Road (the "Project"):

1. Pursuant to applicable legal requirements solicit and contract with a Consultant to provide the planning, design and construction documents for the Project.
2. Administer the Project as the primary contact with the Consultant.
3. Coordinate with the City of Airway Heights and City of Spokane staff the development and delivery of the Scope of Work for the Project.
4. Engage key stakeholders in the Project including the City of Airway Heights, City of Spokane, Spokane County, WsDOT, Kalispel Tribe, Spokane Tribe, Spokane Transit Authority and Fairchild Air Force Base.
5. Prepare an application for a Transportation Improvement Board grant for partial funding of the Project to be submitted on behalf of one of the participating cities.
6. Proactively seek other private and public funding sources to cause the construction of the 6th/12th Avenue alignment (i.e., the Project).

Section 3.2: Services Provided by CITIES: Within each of their respective jurisdictions the CITIES shall:

1. Provide individuals with decision-making authority with Comprehensive Plan provisions, zoning code and municipal code; and compliance with any applicable public facilities or municipal utility plans.
2. Provide technical expertise related to local standards and regulations.
3. If and when needed, provide public outreach and facilitate community input.
4. Compensate the PDA and as described in Section 4 below and elsewhere herein.
5. Except as provided in Section 4 below, pay for all direct and indirect costs of design, financing, planning or construction of the roadway improvements contemplated hereunder.
6. Facilitate project review as the local permitting agency with expertise.
7. Act as the Responsible Official under SEPA, if requested by the PDA to do so.

SECTION NO. 4: COMPENSATION

In addition to facilitating the Work, the PDA will provide in-kind services to the Project to include the contract management and facilitation efforts under this Agreement. The CITIES shall reimburse the PDA for Consultant fees as follows: The City of Airway Heights shall reimburse the PDA up to \$209,233.00. The City of Spokane shall reimburse the PDA up to \$60,000.00. And the PDA shall contribute up to \$17,365.00 in payment to the hired Consultant once the City of Spokane reimbursement to the PDA reaches \$60,000.00. The breakdown of costs can be found in the Scope of Work with T-O Engineering, Inc.

SECTION NO. 5: PAYMENT

The PDA will invoice the CITIES for its services on a monthly basis. Payment by the CITIES will be due thirty (30) days after receipt of the PDA's invoice. At the sole option of the PDA, a penalty may be assessed on any late payment by the CITIES based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool. Application for payment shall be made using the following addresses:

CITY OF AIRWAY HEIGHTS
c/o Stanley Schubert, City Clerk
1208 S. Lundstrom
Washington 99001

CITY OF SPOKANE
c/o _____
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 6: AUDIT / RECORDS

The PDA shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The PDA shall provide access to authorized representatives of the CITIES, including a respective Auditor of either or each, 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 the Agreement, the federal law shall prevail.

SECTION NO. 7: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

**CITY OF
AIRWAY HEIGHTS:** Mayor or designee
City of Airway Heights
1208 S. Lundstrom
City of Airway Heights, Washington 99001

CITY OF SPOKANE: Mayor or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

PDA: C/O Executive Director
West Plains Airport Area Public Development Authority
7106 W Will D Alton Lane, Suite 103A
Spokane, Washington 99224

SECTION NO. 8: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 9: LIABILITY

The PDA shall indemnify, defend and hold harmless the CITIES, their/its officers and employees from all claims, demands, or suits in law or equity arising from the PDA's intentional or negligent acts or breach of its obligations under the Agreement. The PDA's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITIES, their/its officers and employees.

The CITIES shall indemnify, defend and hold harmless the PDA, its officers and employees from all claims, demands, or suits in law or equity arising from the CITIES's intentional or negligent acts or breach of its obligations under the Agreement. The CITIES's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the PDA, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: INSURANCE

During the term of the Agreement, the PDA shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$20,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITIES, its officers and employees are additional insureds but only with respect to the PDA's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$20,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$20,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the PDA or its insurer(s) to the CITIES.

As evidence of the insurance coverages required by this Agreement, the PDA shall furnish acceptable insurance certificates to the CITIES at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITIES acceptance. If requested, complete copies of insurance policies shall be provided to the CITIES. The PDA shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 11: ANTI-KICKBACK

No officer or employee of the CITIES, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 12: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 13: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 14: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

SECTION NO. 15: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

- G. **RELATIONSHIP OF THE PARTIES:** The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the PDA shall be deemed to be an employee, agent, servant or representative of the CITIES for any purpose. Likewise, no agent, employee, servant or representative of the CITIES shall be deemed to be an employee, agent, servant or representative of the PDA for any purpose.

SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITIES shall file this Agreement with its respective City Clerk. The PDA shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** The PDA Executive Director and the CITIES shall inform each other, on or before July 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** The PARTIES reserve the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all payment obligations shall be satisfied with finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared pursuant to this Agreement delivered to the CITIES.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

WEST PLAINS AIRPORT AREA PUBLIC
DEVELOPMENT AUTHORITY

Todd M. Coleman, Executive Director

DATED: _____

CITY OF AIRWAY HEIGHTS

By: _____
Albert Tripp, City Manager

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

End of Agreement



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

April 17, 2020

Washington Utilities and Transportation Commission
621 Woodland Square Loop SE
Lacey, WA 98503

RE: Avista's Transportation Electrification Plan

Dear Commissioners,

We are writing to you today to formally state our support for Avista's Transportation Electrification (TE) Plan. The City of Spokane and Avista Utilities have had many partnerships over the years and always with the intent to make our community stronger and more resilient. We see this TE plan more as a regional transportation plan rather than simply belonging to one party, and we hope that the UTC will lend its support as well.

Electrifying the transportation sector is a vital step for Spokane in accomplishing both our greenhouse gas reduction targets as well as our 100% renewable energy goals. By partnering with Avista in this endeavor, we will be able to leverage City resources to make important infrastructure investments that are required to promote the adoption of electric transportation.

In light of the COVID-19 emergency response, it may not feel like the ideal time to consider transportation and energy policy. However, if this pandemic has taught us anything, it is the importance of being prepared for a future that looks different than what we are experiencing today. The decisions we make today, will impact the success of our community's collective health and wellbeing into the future. By partnering with Avista and supporting their Transportation Electrification plan, we ensure innovative new technology and renewable energy plays an important part of our economic development in Spokane, and a clean, safe, healthy world exists for future generations.

Sincerely,

Nadine Woodward, Mayor of Spokane

Breean Beggs, City Council President

ORDINANCE NO. C-_____

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, IN RESPONSE TO THE COVID-19 PANDEMIC, EXTENDING THE PAYMENT DEADLINE OF CERTAIN TAXES, WAIVING OF PENALTIES, POSTPONING COLLECTION OF INTEREST, ADOPTING A NEW SECTION 8.02.012 TO CHAPTER 8.02 OF THE SPOKANE MUNICIPAL CODE; AND DECLARING AN EMERGENCY.

WHEREAS, the World Health Organization has determined that a pandemic exists due to the global spread of a highly contagious virus commonly known as COVID-19; and

WHEREAS, a state of emergency has been declared by the federal, state, county, and municipal governments in response to the pandemic; and

WHEREAS, on March 23, 2020, Governor Jay Inslee issued Emergency Proclamation 20-25 ("Stay Home - Stay Healthy") requiring all people in Washington State to immediately cease leaving their home or place of residence except to conduct or participate in essential activities and/or for employment in essential business services; and

WHEREAS, the pandemic and the emergency declarations and proclamations have caused the closure of all businesses that would be subject to the City's Admission Tax under Chapter 8.03 SMC and Gambling Tax under Chapter 8.04 SMC and has caused significant financial challenges to those businesses; and

WHEREAS, the City Council recognizes the financial difficulty caused to these businesses and wishes to assist in their financial recovery by extending the payment deadline of certain taxes, waiving penalties and postponing the collection of interest; and

WHEREAS, this public health and economic crisis creates a time-sensitive emergency requiring the extension of certain tax payment deadlines, the waiver of penalties for late payments and the postponement on the collection of interest; and

WHEREAS, the City Council finds that it is in the public interest to adopt this ordinance as an emergency and that this ordinance is necessary for the immediate protection of the public health, safety, property, or peace.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section 1. Extension of Admissions Tax Payment Date.

The payment due date for all admissions tax due to the City pursuant to Chapter 8.03 SMC that become due from January 1, 2020 through June 15, 2020 shall be

extended to June 30, 2020. All subsequent admissions taxes are due consistent with Chapter 8.03 SMC.

Section 2. Extension of Gambling Tax Payment Date

The payment due date of April 30, 2020 for all gambling tax due to the City in the first quarter of 2020 pursuant to Chapter 8.04 SMC shall be extended to June 30, 2020. All subsequent gambling taxes are due consistent with Chapter 8.04 SMC.

Section 3. Waiver of Penalties for Delinquent Admissions and Gambling Taxes

All penalties imposed for delinquent admissions taxes from January 1, 2020 to May 31, 2020 under Chapters 8.03 SMC and for delinquent gambling taxes due for the first quarter of 2020 under Chapter 8.04 SMC shall be waived on the condition that the taxes are paid consistent with Sections 1 and 2 above.

Section 4. Postponement of Collection of Interest

The collection of interest for unpaid admissions taxes from January 2, 2020 to May 31, 2020 under Chapter 8.03 SMC and for delinquent gambling taxes due for the first quarter of 2020 under Chapter 8.04 SMC shall postponed until after June 30, 2020.

Section 5. That there is adopted a new section 8.02.012 to Chapter 8.02 of the Spokane Municipal Code to read as follows:

8.02.012 Authorization Granted to the Chief Financial Officer

The Chief Financial Officer is authorized to extend any deadline, waive any penalty and postpone the collection of interest for all charges, taxes, licenses and other fees set forth in Title 8 of the Spokane Municipal Code in circumstances where the taxpayer's failure to comply was due to extraneous circumstances beyond the taxpayer's control.

Section 6. Declaration of Emergency and Effective Date. This Ordinance, passed by at least a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the immediate preservation of the public peace, health, property, or safety and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its adoption as provided in Section 19 of the City Charter.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

April 20, 2020

Rick Garza
Director, Washington State Liquor & Cannabis Board
1025 Union Avenue SE Olympia, WA 98504

Dear Director Garza:

The undersigned members of the Spokane City Council would like to express their support for the Washington State Liquor & Cannabis Board (LCB) to temporarily allow currently licensed bars and restaurants to sell complete mixed drinks and cocktails in combination with the sale of other take-out and delivery orders during Governor Inslee's "Stay Home, Stay Healthy" order.

The Spokane City Council appreciates the LCB's decision to temporarily allow spirits, beer, and wine, restaurant license holders to sell closed, manufacturer-sealed, bottles or cans of beer, wine, and spirits in combination with the sale of to-go food or by delivery.

Including complete mixed drinks and cocktails in this policy would greatly help licensees in the City of Spokane survive during this period of unprecedented business restrictions due to the COVID-19 pandemic.

Thank you for your leadership and collaboration on this issue and others.

Sincerely,

Lori Kinnear
Spokane City Council Member
District 2