

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
10/16/2017 - FINAL

Attendance

Council Member Candace Mumm, Council President Ben Stuckart, Council Member Karen Stratton, Council Member Laurie Kinnear, Council Member Amber Waldref, Council Member Mike Fagan, Council Member Breean Beggs, Tim Dunivant, Gavin Cooley, Debra Robole, Eric Finch, Crystal Marchand, Kandace Watkins, Brandon Blankenagel, Ed Lukas, Steve Burns, Chris Cavanaugh, Andrew Worlock, Hannalee Allers, Nathen Calene, Anna Everano, Jacob Fraley, Jacqui Halvorson, Brian McClatchey, Adam McDaniel, Skyler Oberst, Skyler Brown, Carly Cortright, Katherine Miller, Mike Piccolo, Mike Ormsby, Scott Simmons, Laura Williams

Non-City Employees: Paul Knopp

Approval of Minutes:

Meeting Minutes for September 2017 were approved.

Agenda Items:

1. Legislative Update – Amber Waldref

Council Member Waldref briefed the Committee regarding this item. Council Member Waldref sent out requests to staff and upper management for 2018 Legislative items. The items that are slated are: Capital Projects, Property Crime Offender Supervision in Spokane County, Foreclosure Process Maintenance, Vacant and Surface Lot promotion, Promote Infill Development, Triage and Diversion Center, Local Investment of Criminal Justice Dollars, Statewide Affordable Housing Networks.

Council Member Waldref would like to see more cohesion between Council and Administration for representation of the City of Spokane with our legislators.

2. 21st Century Workforce – Chris Cavanaugh

Chris Cavanaugh, Human Resources Director, briefed the Committee regarding this item. They have created 4 sub-groups for this Committee: Employee Training, IT Training, Individual Development Plans and Apprenticeships & Internships. These sub-committees will all be meeting soon and gearing up to get more training opportunities for employees.

3. Thorpe Road Booster Station Vertical Pump – Steve Burns

Steve Burns, Water/Hydro Superintendent, briefed the Committee regarding this item. Please see attached briefing paper.

4. Interlocal with STA to Fund Green & Ermina Traffic Signal – Brandon Blankenagel

Brandon Blankenagel, Senior Engineer with Integrated Capital Management, briefed the Committee regarding this item. Please see attached briefing paper.

5. Parking & Business Improvement Area Assessment Ordinance Changes – Mike Piccolo

Mike Piccolo, City Legal, briefed this item to the Committee. Please see attached briefing paper and DRAFT Ordinances.

6. 2018 Property Tax – Tim Dunivant

Tim Dunivant, Director of Finance & Administration, briefed the Committee regarding this item. In the next couple of weeks he will bring forward the Ordinance for the standard 1% increase. This will be for action in mid-November.

7. CIP Update – Crystal Marchand

Crystal Marchand, Director of Management & Budget, briefed the Committee regarding this item. Please see the attached presentation.

8. Financial Update – Gavin Cooley/Tim Dunivant

Gavin Cooley, Chief Financial Officer and the Tim Dunivant, Director of Finance and Administration, briefed the Committee regarding this item. Please see the attached presentation.

9. IT Update – Eric Finch

Eric Finch, CITO, briefed the Committee regarding this item.

Consent Items:

- Spokane Transit Authority Bus Pass Program for 2018
- Municipal Court Imprest Funds Change

These items will be brought before the City Council for approval. Please see attached briefing papers.

Executive Session:

There was no Executive Session at this meeting.

Adjournment

The meeting was adjourned at 2:15 p.m.

Prepared by:

Laura Williams

Approved by:

Chair

For further information contact: Laura Williams, 625-6585

City Clerk's No. _____

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF SPOKANE
~~COMMUNITY COLLEGES OF SPOKANE (CCS)~~
AND SPOKANE TRANSIT AUTHORITY ~~(STA)~~**

THIS INTERLOCAL AGREEMENT "(Agreement)" is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City") and SPOKANE TRANSIT AUTHORITY, a Washington State ~~political subdivision and special purpose district~~ municipal corporation, as ("STA"), whose address is 1230 West Boone Avenue, Spokane, Washington 99201; each referred to as "Party", and jointly referred to as ~~the~~ "Parties".

WHEREAS, in May of 2017 Community Colleges of Spokane ("CCS") completed the Spokane Community College North Spokane Corridor Interface Planning Phase 2 ("Interface Planning"), to develop a long-range blueprint for the physical development of the Spokane Community College Campus in response to the impact of the proposed North Spokane Corridor; and

WHEREAS, the completed Interface Planning calls for the reorientation of the Spokane Community College ("SCC") campus towards Mission Avenue on the south, as well as moving-relocating the STA transit center to the south side of campus; and revising the SCC primary vehicular circulation pattern; and

WHEREAS, Ermina Avenue is one of two designated main entries to SCC for the planned revised vehicular circulation patterns; and

WHEREAS, there is currently not a traffic signal at Ermina Avenue and Greene Street and a traffic signal is needed to ensure safe and efficient vehicle and pedestrian access in and out of the SCC campus; and

WHEREAS, a timely installation of a traffic signal at Ermina Avenue and Greene Street ~~would will also~~ help address safety and reliability issues for bus routes connecting at the STA transit center at its current location on the west side of the SCC campus; and

WHEREAS, the City has completed the majority of the engineering design for a traffic signal at Ermina Avenue and Greene Street;

WHEREAS, the STA Board of Directors has approved *STA Moving Forward*, a ten-year plan of transit improvements, which calls for an expanded transit center to be constructed at SCC in 2019; and

WHEREAS, STA has secured local and grant funding for an expanded transit center at SCC; and

~~WHEREAS, the safety of students, faculty, staff, and visitors is a top priority of CCS;~~

WHEREAS, STA desires to improve the safety, comfort and convenience of transit service for its customers by advancing short and long-term improvements at SCC; and

WHEREAS, the City is committed to providing a well-maintained, multi-modal transportation system to promote safe and efficient mobility for all.

-- NOW, THEREFORE,

The Parties agree as follows:

I. PURPOSE. The purpose of this Agreement is to collaborate in good faith to implement the visions put forth in Spokane Community College North Spokane Corridor Interface Planning Phase 2 and STA Moving Forward for the installation of a traffic signal at Ermina Avenue.

II. EXPENSE ALLOCATION and RESPONSIBILITIES.

A. City-Responsibilities. The City will ~~provide for perform~~ the design, bidding and construction management of ~~the a new~~ traffic signal at Ermina Avenue and Greene Street. Total ~~expenses-expenses paid~~ by the City ~~for this traffic signal~~ shall not ~~to~~ exceed twenty percent (20%) of the total project costs ~~(PE, ROW, CM, CN)~~ or ONE HUNDRED FIFTY THOUSAND DOLLARS and ZERO CENTS (\$150,000.00), whichever is less.

B. STA-Responsibilities. STA will ~~provide-contribute~~ up to SIX HUNDRED THOUSAND ~~AND 00/100~~ DOLLARS and ZERO CENTS (\$600,000.00) or eighty percent (80%) of the total project costs, whichever is less, ~~in funding~~ for the construction of a traffic signal at Ermina Avenue and Greene Street if construction starts prior to April 1330, 2018 ~~subject to an interlocal agreement between STA and the City~~.

C. ~~Attachment Exhibit "A"~~ provides a breakdown of the current cost estimate and is provided as an example of the 80/20 split. ~~Final design, inspection and Actual~~ construction costs will be used at ~~project~~ closeout using the 80/20 split to determine ~~the~~ final financial ~~responsibilities~~ obligations of each ~~agency~~ Party. If project costs exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS and ZERO CENTS (\$750,000.00), the Parties will negotiate in good faith to amend the terms of this Agreement in accordance with the Purpose set forth in Section I.

~~II.~~ ~~TERM.~~ ~~The This~~ Agreement shall ~~begin~~ commence on ~~August 1~~ November 1, 2017 and ~~run a reasonable~~ expire upon final and mutual acceptance of the project by the ~~Parties time until completion~~, unless terminated earlier ~~in accordance with Section IV~~ herein.

~~This Agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.~~

~~COMPENSATION.~~ STA shall pay the City, an amount not to exceed SIX HUNDRED SIXTY SEVEN THOUSAND AND 00/100 DOLLARS (\$600,000.00), ~~as full compensation for everything furnished and done under this Agreement.~~

Comment [RW1]: Not needed; duplicates information in section II.

~~III.~~ TERMINATION.

A. Default. This Agreement will automatically terminate for default if construction of the traffic signal does not commence on or before April 30, 2018. If termination by default occurs, STA shall have zero financial responsibility to the City for all expenses incurred by the City up through and including April 30, 2018.

A.B. Convenience. This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party. Each Party shall be financially responsible for expenses incurred for the project in accordance with the expense allocation specified in Section II herein, through the date of termination.

~~III-IV.~~ LIABILITY.

A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with ~~the this~~ Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out

of the negligence of STA, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties Parties have specifically negotiated this provision.

~~IV.~~ V. **ASSIGNMENT.** Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

~~V.~~ VI. **SEVERABILITY.** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

VII. **NOTICES.** All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

<u>Spokane Transit Authority</u>	<u>City of Spokane</u>
<u>Robert West</u> <u>Contracts Compliance Specialist</u> <u>Spokane Transit Authority</u> <u>1230 W Boone Ave</u> <u>Spokane, WA 99201</u> <u>E: rwest@spokanetransit.com</u> <u>P: (509) 325-6000</u> <u>F: (509) 325-6036</u>	<u>Contact</u> <u>Title</u> <u>City of Spokane</u> <u>808 W Spokane Falls Blvd</u> <u>Spokane, WA 99201</u> <u>E:</u> <u>P:</u> <u>F:</u>

VIII. **COMMUNICATIONS.** Any administrative or operational communications required by the Parties' obligations to perform under this Agreement shall be directed to the

Parties' designated representatives below:

<u>Spokane Transit Authority</u>	<u>City of Spokane</u>
<u>Jessica Charlton</u> <u>Capital Projects Manager</u> <u>Spokane Transit Authority</u> <u>1230 W Boone Ave</u> <u>Spokane, WA 99201</u> <u>E: jcharlton@spokanetransit.com</u> <u>P: (509) 325-6049</u> <u>F: (509) 325-6050</u>	<u>Contact</u> <u>Brandon Blankenagel</u> <u>Title</u> <u>Senior Engineer - ICM</u> <u>City of Spokane</u> <u>808 W Spokane Falls Blvd</u> <u>Spokane, WA 99201</u> <u>E: bblankenagel@spokanecity.org</u> <u>P: (509) 625-6419</u> <u>F: (509) 625-6349</u>

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section ~~VII~~VIII of this Agreement.~~NOTICES. All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.~~

~~VI.~~X. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

~~VII.~~X. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- 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 Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a

Party or its insurer(s) to the other Party.

~~VIII-XI~~. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

~~IX-XI~~. NONDISCRIMINATION. 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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

~~X-XI~~. VENUE. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

XIV. 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.

~~XI-XV~~. ANTI-KICKBACK. No officer or employee of the City or STA, 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 this Agreement.

~~XII-XVI~~. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section I above.

B. Duration. See Section ~~QH~~ 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~~ Sections II.A and II.B above.

E. Agreement to be Filed. In lieu of filing this Agreement with the Spokane County Auditor, The City shall file this Agreement with its City Clerk and promptly post it

on its internet website in accordance with RCW 39.34.040, and STA shall file this Agreement in its usual fashion.

F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination. See provision 01V4 above.

H. Acquisition / Disposition of Property. Title to ~~all the~~ property acquired, installed or constructed by ~~any Part~~ the City in the performance of this Agreement shall vest in the City upon completion and shall remain with the ~~acquiring Party~~ City upon termination or expiration of ~~the this~~ Agreement. ~~Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.~~

[signatures on the following page]

Dated: _____

CITY OF SPOKANE

David Condon
Mayor of Spokane

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SPOKANE TRANSIT AUTHORITY

E. Susan Meyer
Chief Executive Officer

Attest:

Approved as to form:

Jan Watson, Clerk of the Authority

Laura D. McAloon, Legal Counsel

17-648

Briefing Paper

City of Spokane

Finance Department

Subject

City staff reviewed both chapter 4.31 SMC, regarding the Downtown PBIA, and chapter 4.31C, regarding the East Sprague PBIA, for suggested changes to create greater efficiencies in processing the annual assessments. Amendments are also proposed to create consistency between the two chapters.

Background

The primary revision regarding the collection of assessment is the change from the semi-annual installments in January and July to a single payment due by January 31st. The suggested revisions will also establish a delinquent charge instead of the assessment of interest at the rate of twelve percent per annum. The delinquent charge of ten percent of the delinquent assessment will be added on February 1st and due by March 31st. An additional delinquency charge of five percent of the total balance due will be added each quarter. The change from charging monthly interest to quarterly delinquency charges will save staff significant time and create a more simplistic billing system. These revisions are set forth in both SMC 4.31.050 and SMC 4.31C.050 so as to create consistency with both BIDs.

Revisions to SMC 4.31.070 and SMC 4.31C.070 are also recommended to clarify the ability of the City Administration after consultation with the applicable ratepayer advisory board, to extend the deadline for payment, waive delinquency charges and/or write off de minimus balances.

Both the Downtown and East Sprague ratepayer advisory boards have had the opportunity to review the proposed ordinances and have provided staff with their recommended changes.

Fiscal Impact

The ordinance amendments involving SMC 4.31.050 and 4.31C.050 do not have a fiscal impact upon the City of Spokane. The purpose of the proposed amendments is to provide process efficiency and consistency between both BIDs.

ORDINANCE NO. C- _____

An ordinance relating to the Downtown Parking and Business Improvement Area; amending SMC sections 4.31.050 and 4.31.070.

The City of Spokane does ordain:

Section 1. That SMC section 4.31.050 is amended to read as follows:

4.31.050 Collection of BID Assessments

- A. Special assessments for the BID shall be collected on an annual basis, with payments due on January 31st or the first business day thereafter. The payment date of the special assessment may be adjusted to a specific date as set forth in the ordinance confirming the assessment roll.

~~((1.A ratepayer may elect to make payment in equal semi-annual installments, the first due on January 31st and the next due on July 31st or the first business day thereafter. For semi-annual payments there shall be added to the assessment ten dollars on each payment to provide for administrative expenses.))~~

- B. A new business or multifamily residential or mixed-used project that locates within the BID after a billing cycle commences shall be exempt from BID assessment for the remainder of that billing cycle, but may make voluntary payments to the City in lieu of any special assessment that otherwise would have been due.

1. A billing cycle is a twelve-month period beginning each December 31st.
2. Businesses, multifamily residential and mixed-used projects will not be entitled to BID programs, as identified in SMC 4.31.030, unless they have been assessed pursuant to SMC 4.31.040 or have made a payment in lieu or assessment pursuant to this section.

- C. Within thirty days after the January 31st ~~((and July))~~ due date ((s)) for BID assessments, the city treasurer shall send a late notice to all ratepayers with unpaid assessments.

1. An assessment becomes delinquent if not paid by January 31st. A delinquency charge ((shall be added)) in the amount of ten percent of the delinquent assessment ((,not to exceed one hundred dollars,)) shall be added on February 1st and is due by March 31st. An additional delinquency charge of five percent of the total balance due shall be added at the beginning of each quarter.

~~((a. All assessments shall also bear interest at the rate of twelve percent per annum.))~~

~~((b))~~a. ~~((Interest, penalties and other fees))~~ Delinquent charges will be collected on any unpaid balance or portion thereof from the date the account became due.

~~((e))~~b. The city attorney is authorized to bring an action to collect any unpaid assessments in the Spokane County courts as a civil action, or in the discretion of the mayor, refer collection to a collection agency.

Section 2. That SMC section 4.31.070 is amended to read as follows:

4.31.070 Administration

The mayor, through the city administrator or his or her designee, shall administer the BID for the City with authority to:

- A. direct the collection of special assessments;
- B. direct any refund of special assessments when overpaid or paid for the same area by more than one ratepayer;
- C. extend the deadline for payment, ~~((and/or))~~ waive delinquency charges, and/or write off de minimus balances ((;and interest)) after consultation with the ratepayer advisory board or any committee or representative thereof; ((whenver the delinquency is a result of a failure by the City to provide a statement of the amount due or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;))
- ~~((D. — determine and apply the interest rate for late payments contemplated by SMC 4.31.050; and))~~
- D. execute a contract for the management of BID programs with a business association as described in RCW 35.87A.110 (the "program manager");
- E. after consultation and with the advice of the ratepayer advisory board through the program manager, take such other actions as necessary and appropriate to carry out the program approved by the City Council with special assessments; and.
- F. upon City Council approval adopt, publish and enforce rules consistent with this chapter, for carrying out its provisions.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C- _____

An ordinance relating to the East Sprague Parking and Business Improvement Area; amending SMC sections 4.31C.050 and 4.31C.070.

The City of Spokane does ordain:

Section 1. That SMC section 4.31C.050 is amended to read as follows:

4.31C.050 Collection of BID Assessments

- A. ~~((Except as set forth below in this section, s))~~ Special assessments for the PBIA shall be collected on an annual basis, with payments due on January 31st or the first business day thereafter.

~~((1. — A ratepayer may elect to make payment in equal semi-annual installments, the first due on January 31st and the next due on July 31st or the first business day thereafter. For semi-annual payments there shall be added to the assessment ten dollars on each payment to provide for administrative expenses.~~

~~2.))~~ The ((P))payment date((s)) of the special assessment may be adjusted to a specific date as set forth in the ordinance confirming the assessment roll.

- B. A new ((business)) property owner that acquires property within the PBIA or multifamily residential or mixed-used project that locates within the PBIA after a billing cycle commences shall be exempt from PBIA assessment for the remainder of that billing cycle, but may make voluntary payments to the City in lieu of any special assessment that otherwise would have been due.

1. A billing cycle is a twelve-month period beginning each December 31st.
2. Businesses, multifamily residential and mixed-used projects will not be entitled to PBIA programs, as identified in SMC 4.31C.030, unless they have been assessed pursuant to SMC 4.31C.040 or have made a payment in lieu or assessment pursuant to this section.

- C. Within thirty days after the January 31st ((and July)) due date((s)) for PBIA assessments, the city treasurer shall send a late notice to all ratepayers with unpaid assessments.

1. An assessment becomes delinquent if not paid by January 31st. A delinquency charge ((shall be added)) in the amount of ten percent of the delinquent assessment ((, not to exceed one hundred dollars)) shall be added on February 1st and is due by March 31st. An additional delinquency charge of five percent of the total balance due shall be added at the beginning of each quarter.

~~((a. All assessments shall also bear interest at the rate of twelve percent per annum.))~~

~~((b))~~a. ~~((Interest, penalties and other fees))~~ Delinquent charges will be collected on any unpaid balance or portion thereof from the date the account became due.

~~((e))~~b. The city attorney is authorized to bring an action to collect any unpaid assessments in the Spokane County courts as a civil action, or in the discretion of the Mayor, refer collection to a collection agency.

Section 2. That SMC section 4.31C.070 is amended to read as follows:

4.31C.070 Administration

The Mayor, through the city administrator or his or her designee, through his or her designee, shall administer the East Sprague PBIA for the City with authority to:

- A. direct the collection of special assessments;
- B. direct any refund of special assessments when overpaid or paid for the same area by more than one ratepayer;
- C. extend the deadline for payment, ~~((and/or))~~ waive delinquency charges, and/or write off de minimus balances ((;and interest)) after consultation with the ratepayer advisory board or any committee or representative thereof; ((whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;))

~~((D. — determine and apply the interest rate for late payments contemplated by SMC 4.31C.050;))~~

~~((E))~~D. execute a contract for the management of BID programs with a business association as described in RCW 35.87A.110 (the “program manager”);

~~((F))~~E. after consultation and with the advice of the ratepayer advisory board through the program manager, take such other actions as necessary and appropriate to carry out the program with special assessments; and

~~((G))~~E. upon City Council approval, adopt, publish and enforce rules consistent with this chapter, for carrying out its provisions.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Finance and Administration Committee
Integrated Capital Management
October 16, 2017

Subject

Interlocal Agreement with Spokane Transit Authority (STA) to fund the construction of the Greene & Ermina Traffic Signal project

Background

STA and the City are entering an agreement to share the cost of implementing a traffic signal at the intersection of Greene St and Ermina Ave. This in regard to an MOU executed on August 22, 2017 between STA, SCC, and the City of Spokane. The funding split for the project will be 80/20 with STA investing up to \$600,000, and the City's Arterial Street Fund matching at 20% up to \$150,000.

This project has been in the 6-Year Street Program since 2016, and ICM has been seeking grants to fulfill construction funding needs. Design has been conducted using Traffic Calming program funding, and is complete. This agreement will facilitate the construction phase only.

Impact

This agreement would facilitate the construction of the traffic signal as listed. The agreement requires that the project construction begins before April 30, 2018. Arterial Street funds are programmed for this expense.

Action

Approve this Interlocal Agreement with STA. This will be on Council Agenda for October 30, 2017.

BRIEFING PAPER
City of Spokane
Finance & Administration Committee
Water Department
October 16, 2017

Subject

Purchase of Thorpe Road Booster Station Vertical Turbine Pump, including inspection of installation and training, from Triangle Pump & Equipment, Inc. (Ridgefield, WA) in the amount of \$128,562.30.

Background

Sealed bids were opened on Monday, August 21, 2017 to provide the Water and Hydroelectric Services department with a Vertical Turbine Pump for the Thorpe Road Booster Station (Bid# 4386-17). One (1) bid was received; Triangle Pump & Equipment, Inc. was determined a responsive bidder.

Impact

This order supports procurement of a vertical turbine pump for the Thorpe Road Booster Station project.

Action

Recommend approval. This item has a long lead time at 190 days from order placement.

Funding

All funding for this purchase has been reserved from the ICM Six Year Capital Plan budget.



City of Spokane

Minor Contract Summary

OPR 2017-0106
 Cross Ref _____
 Destruct Date _____
 Clerk's Dist 02/22/17 JSB

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Integrated Capital Management
 Department Project # _____

New Contract ☐
 CR # _____
 Date: August 25, 2017

Contractor/Consultant

Name: Community Colleges of Spokane / Spokane Transit Authority
 Address: P. O. Box 6000 / 1230 W. Boone Ave.
 City, State, Zip: Spokane, WA 99217 / Spokane, WA 99201

Remittance Address: _____
 City, State, Zip: _____

Summary of Services

Memorandum of Understanding between the City of Spokane, Community Colleges of Spokane and Spokane Transit Authority whereas, all will continue working together to designate funding for reorientation of the Spokane Community College Campus towards Mission Avenue on the south, relocation of the STA transit center to the south side of campus and revising primary vehicular circulation pattern for the safety of students, faculty, staff and visitors.

Amount: _____ Budget Code: _____
 Maximum Amount: _____
 Beginning Date: _____ Expiration Date: _____

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.)
- ☐ Insurance Certificate (attach to the contract)
- ☐ City Business Registration (attach verification that a current business license number exists)
- ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
- ☐ Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- ☐ Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

RECEIVED
 SEP 06 2017
 CITY CLERK'S OFFICE

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *James Perkins*
 Funds are available in the appropriate budget account
 Accountant *[Signature]*
 Department Head *Katherine Smith*
 Other _____
 Grants Mgt. (if applicable) _____

8/28/17
 Date
9-5-17
 Date

 Date

 Date

Distribution List

Contractor E-mail: _____
 Dept. Contact E-mail: Engineering Admin
kschmitt@spokanecity.org
bblankenagel@spokanecity.org

Contract Accounting : mdoval@spokanecity.org
 Taxes and Licenses
kkeck@spokanecity.org
cbrazington@spokanecity.org

MEMORANDUM OF UNDERSTANDING

between

CITY OF SPOKANE, COMMUNITY COLLEGES OF SPOKANE AND SPOKANE TRANSIT AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING is between the **City of Spokane** ("City"), a Washington State municipal corporation, located at 808 W. Spokane Falls Blvd., Spokane, WA 99201; the **Community Colleges of Spokane** ("CCS"), a public institution of higher education established as Washington State Community College District 17, located at 501 N. Riverpoint Blvd., PO Box 6000, Spokane, WA 99217; and the **Spokane Transit Authority** ("STA"), a public transportation benefit area and Washington State municipal corporation, located at 1230 W. Boone Ave., Spokane, WA 99201; collectively referred to as "Parties."

WHEREAS, in May of 2017 CCS completed *Spokane Community College North Spokane Corridor Interface Planning Phase 2* ("Interface Planning"), to develop a long-range blueprint for the physical development of the Spokane Community College Campus in response to the impact of the proposed North Spokane Corridor; and

WHEREAS, the completed Interface Planning calls for the reorientation of the Spokane Community College ("SCC") campus towards Mission Avenue on the south, relocation of the STA transit center to the south side of campus and revising the primary vehicular circulation pattern; and

WHEREAS, Ermina Avenue is one of two designated main entries to SCC for the planned revised vehicular circulation patterns; and

WHEREAS, there is currently not a traffic signal at Ermina Avenue and Greene Street and a traffic signal is needed to ensure safe and efficient vehicle and pedestrian access in and out of the SCC campus; and

WHEREAS, the safety of students, faculty, staff, and visitors is a top priority of CCS; and

WHEREAS, a timely installation of a traffic signal at Ermina Avenue and Greene Street would help address safety and reliability issues for bus routes connecting at the STA transit center at its current location on the west side of the SCC campus; and

WHEREAS, STA desires to improve the safety, comfort and convenience of transit service for its customers by advancing short and long-term improvements at SCC; and

WHEREAS, the City has completed the majority of the engineering design for a traffic signal at Ermina Avenue and Greene Street; and

WHEREAS, the STA Board of Directors has approved *STA Moving Forward*, a ten-year plan of transit improvements, which calls for an expanded transit center to be constructed at SCC in 2019; and

WHEREAS, STA has secured local and grant funding for an expanded transit center at SCC; and

WHEREAS, CCS desires to fulfill its mission by meeting the changing needs of its students, faculty, staff and community stakeholders through collaboration and innovation; and

WHEREAS, the City is committed to providing a well-maintained, multi-modal transportation system to promote safe and efficient mobility for all.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties will continue to collaborate in good faith to implement the visions put forth in *Spokane Community College North Spokane Corridor Interface Planning Phase 2* and *STA Moving Forward* for the installation of a traffic signal at Ermina Avenue and Greene Street and the construction of a transit center at Spokane Community College.
2. The City will contribute a combination of in-kind work and funding up to 20% of the total project costs, or \$150,000.00 (one hundred fifty thousand dollars only), whichever is less. The in-kind work will include providing for the design, bidding and construction management of the traffic signal at Ermina Avenue and Greene Street.
3. STA will contribute the lesser of \$600,000.00 (six hundred thousand dollars only) in funding or 80% of the total project costs for the construction of a traffic signal at Ermina Avenue and Greene Street if construction starts prior to April 13, 2018, subject to approval of an interlocal agreement between STA and the City.
4. CCS will coordinate with designated state agencies, consistent with applicable state laws and regulations, to endeavor to support these efforts through (a) seeking approval to commit land for the expanded transit station, pedestrian access paths, internal roads, and approval to grant an easement; (b) continuing collaboration on outcomes, standards and procedures as improvements are made; and (c) coordinating plans with the City, STA and other entities who have shared interests consistent with the proposed expanded transit center and other obligations and responsibilities of CCS.
5. This Memorandum of Understanding is non-binding on the Parties and outlines only those efforts the Parties have committed in good faith to pursue and/or support related to these potential future projects. Future agreements may supersede these understandings.

[signatures on the following page]

City of Spokane

Community Colleges of Spokane

Spokane Transit Authority

Scott Simmons

By: Scott Simmons
Title: Director of Public Works

Date: 8/22/17

Attest:

By:
Title:

Date: _____

Greg Stevens

By: Greg Stevens for Christine
Johnson, Chancellor
Title: Chief Administrative Office

Date: 8-16-17

E. Susan Meyer

By: E. Susan Meyer
Title: Chief Executive Officer

Date: 8.20.17

Attest:

Jan Watson

By: Jan Watson
Title: Clerk of the Authority

Date: 8/21/17

Approved as to form:

[Signature]

Assistant City Attorney

Attest:

[Signature]
Spokane City Clerk



CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2018-2023 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2018-2023 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2018-2023 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 13, 2017, to obtain public comments on the 2018-2023 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2018-2023 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

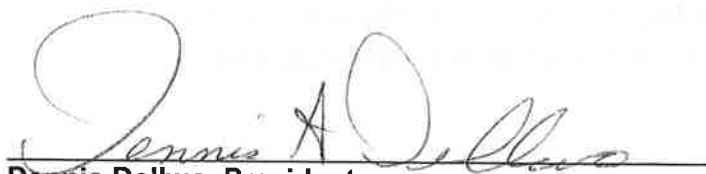
A. The 2018-2023 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2018-2023 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2018-2023 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 7 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

**Dennis Dellwo, President
Spokane Plan Commission**

FINANCE & ADMINISTRATION COMMITTEE MEETING
AGENDA FOR
October 16, 2017
1:15 p.m. – City Council Briefing Center

The Spokane City Council's Finance & Technology Committee meeting will be held at **1:15 p.m. on October 16, 2017** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

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

The 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 September 18, 2017 Meeting

III. Council Requests

1. Legislative Update
2. 21st Century Workforce

CM Mumm/Waldref
Chris Cavanaugh

IV. Staff Requests

1. Thorpe Road Booster Station Vertical Turbine Pump – Water Dept
2. Interlocal with STA to fund Green & Ermina Traffic Signal
3. Parking & Business Improvement Area Assessment Ordinance Changes
4. 2018 Property Tax
5. CIP Update
6. Financial Update
7. IT Update

Steve Burns
Brandon Blankenagel
Dunivant/Piccolo
Tim Dunivant
Crystal Marchand
Cooley/ Mallahan
Eric Finch

V. Consent Items

- Spokane Transit Authority Bus Pass Program for 2018
- Municipal Court Imprest Funds Change

VI. Executive Session:

VII. Adjournment:

Next Finance & Technology Committee meeting will be on Monday, November 20, 2017.

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.

Revenue Report
City of Spokane - General Fund Variance Analysis
September, 2017

/----- Vari

Revenues	Year-to-date	Budgeted YTD	Over / (Under) Budget
Sales Tax - General Fund Only	22,712,601	21,356,418	1,356,183
Admissions Tax	568,362	596,219	(27,857)
Private Utility Taxes/Franchise Fees	19,244,998	18,732,212	512,786
Utility Tax - Water	4,834,437	5,036,863	(202,426)
Utility Tax - Sewer	11,231,775	11,517,730	(285,955)
Utility Tax - Solid Waste (Interfund)	5,866,952	5,855,220	11,732
Utility Tax - Stormwater	981,603	980,583	1,020
Utility Tax - IF Electric	265,115	276,048	(10,932)
Other Bus License/Permit Revenue	2,881,419	2,517,604	363,815
Interest Revenue	6,149,850	4,575,000	1,574,850
Traffic & Parking Violations	1,762,231	1,599,757	162,474

76,499,344	73,043,655	3,455,689
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21,356,418	1,356,183
51,687,237	2,099,506
73,043,655	3,455,689

Gross Surplus / (Shortfall)	3,455,689
Incremental Variances to Year End	
Sales Tax - General Fund Only	325,000
Admissions Tax	0
Private Utility Taxes/Franchise Fees	20,000
Utility Tax - Water	50,000
Utility Tax - Sewer / ICM	(150,000)
Utility Tax - Solid Waste (Interfund)	0
Utility Tax - IF Electric	0
Other Bus License/Permit Revenue	75,000
Interest Revenue	200,000
Traffic & Parking Violations	50,000
	4,025,689

riances -----/

Variance Prior Month	Increase / (decrease)
919,120	437,063
6,812	(34,670)
525,304	(12,518)
(242,553)	40,127
(251,616)	(34,339)
12,348	(616)
35	985
(17,783)	6,850
399,191	(35,376)
984,401	590,449
178,482	(16,008)

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2,513,741	941,948

6.35% sales tax only
4.06% excluding sales tax
4.73% Total of above

BRIEFING PAPER
Finance Committee
Petty Cash Ordinance
October 4, 2017

Subject

Proposed change to SMC 07.03 imprest funds.

Background

The proposed housekeeping change will raise the imprest fund limit used for change for the court cash registers. With the implementation of a new procedure requiring each cashier to deposit their daily receipts in sealed poly bags at the end of each day, limits the ability to retain change in smaller bills for the next business day. In addition, cashiers are accepting payments for three systems and must keep till receipts segregated. Increasing the imprest fund by \$600 to a total of \$1300 will adequately accommodate both requirements for daily business needs.

Impact

The increase to these petty cash accounts does not have a financial impact on the city.

Action

Approval of ordinance is recommended.

Funding

There is no funding impact.

ORDINANCE NO. C-34024

An ordinance relating to imprest accounts, amending SMC 07.03.110 Section 1

The City of Spokane does ordain:

Section 1. That SMC section 07.03.110 is amended to read as follows:

07.03.110 Municipal Court

There is established in the Municipal Court an imprest fund in an amount not to exceed one thousand three hundred dollars to be used for change for the Court cash registers in the normal course of business.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Finance & Administration Committee
10/16/2017

Subject

A contract with Spokane Transit Authority to establish a Universal Transit Access Pass Agreement so that the employees of the City of Spokane are able to use their City ID to use STA bus services.

Background

Since 2012 the City of Spokane has provided a Universal Transit Access Pass Program so that City of Spokane Employees are able to use their City ID to use STA bus services. On average since 2012 employees have used the transit system for 62,171 rides per year.

Impact

The impact to the community and environment is substantial. There is less wear and tear on the current road infrastructure and creates less pollution from Single Occupant Vehicles.

Action

We would like the City Council to approve the 2018 UTAP Contract with Spokane Transit Authority. This will go before City Council for vote on the 23rd.

Funding

The funds for this contract come from Non-Department funds. The cost of the contract for 2018 is staying flat and will reflect the same cost as the 2017 contract at a price of \$60,425.00.